

CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

Tuesday, September 19, 2023

6:00 p.m.
City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Marilyn Sanabria
Mayor

Karina Macias
Vice Mayor

Arturo Flores
Council Member



Eduardo “Eddie” Martinez
Council Member

Graciela Ortiz
Council Member

All agenda items and reports are available for review in the City Clerk’s Office and www.hpca.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk’s Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference.

Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

PUBLIC COMMENT

For both open and closed session, each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

ADDITIONS/DELETIONS TO AGENDA

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

IMPORTANT NOTICE

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at www.hpca.gov. NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

CALL TO ORDER

ROLL CALL

Mayor Marilyn Sanabria
Vice Mayor Karina Macias
Council Member Arturo Flores
Council Member Eduardo “Eddie” Martinez
Council Member Graciela Ortiz

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. NATIONAL SUICIDE PREVENTION AWARENESS MONTH
2. PRESENTATION OF OFFICIAL VISIT TO FRESNILLO ZACATECAS
3. PRESENTATION OF K9 OFFICER DOC
4. PRESENTATION BY VALLEY VISTA

PUBLIC COMMENT

Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Hector Barba, Sr. & Norma Barba v. City of Huntington Park, et al.
USDC Case No.: 2:22-cv-08987-FMO-JEM
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1) – One matter
Aragon et. al. v. City of Huntington Park et. al.
Los Angeles Superior Court Case No.: 20STCV44933

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request

specific items to be discussed and/or removed from the Consent Calendar for separate action.

CITY CLERK

1. CITY COUNCIL MEETING MINUTES

RECOMMENDED THAT CITY COUNCIL:

Approve Minute(s) of the following City Council Meeting(s):

1. Regular City Council Meeting held August 15, 2023

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated September 19, 2023;

END OF CONSENT CALENDAR

REGULAR AGENDA

POLICE DEPARTMENT

3. CONSIDERATION AND APPROVAL TO PURCHASE REPLACEMENT BODY ARMOR, BALLISTIC HELMETS, RADIO COMMUNICATION HEADSETS, AND CHEMICAL AGENT (GAS) MASKS FOR THE SPECIAL EMERGENCY RESPONSE TEAM (SERT)

RECOMMENDED THAT CITY COUNCIL:

1. Authorize the expenditure of \$75,000.00 from account 111-7010-421.73-10 as partial funding; and
2. Approve an appropriation, not to exceed, of \$55,000.00 to account 111-7010-421.73-10, to close the funding gap; and
3. Approve a total expenditure, not to exceed, \$130,000.00 to purchase tactical equipment for the Special Emergency Response Team, and
4. Authorize the Chief of Police to purchase this equipment.

4. APPROVE DONATION OF A POLICE SERVICE DOG FOR NARCOTICS DETECTION AND SUSPECT APPREHENSION

RECOMMENDED THAT CITY COUNCIL:

1. Authorize the City Manager to receive a Police Service Dog (PSD) for narcotics detection and suspect apprehension from Adlerhorst International, LLC.; and

2. Authorize the Chief of Police to take physical possession of the Police Service Dog and assign the canine to the police department's Patrol Division K9 program for police service in the community.

COMMUNITY DEVELOPMENT

5. CONSIDERATION AND AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CUSTOM STACK LLC FOR LAST MILE GRANT DEVELOPMENT.

RECOMMENDED THAT CITY COUNCIL:

1. Authorize a Professional Services Agreement with Custom Stack LLC in the amount of \$26,900; and
2. Authorize the City Manager to prepare and execute the agreement.

6. CONSIDERATION AND AUTHORIZATION TO EXECUTE AN AGREEMENT WITH CROWN CASTLE FIBER FOR INTERNET SERVICES RELATED TO THE CITYWIDE WIFI PROJECT.

RECOMMENDED THAT CITY COUNCIL:

1. Authorize an Agreement with Crown Castle Fiber in the amount of \$16,200 per month for 36 Months; and
2. Authorize the City Manager to prepare and execute the agreement.

FINANCE

7. BUDGET STATUS REPORT AS OF JUNE 30, 2023

RECOMMENDED THAT CITY COUNCIL:

1. Receive and file the Q4 Quarterly Budget Status report through June 30, 2023.
2. Authorize Finance Director to make necessary adjustments to FY 2023 City Budget throughout the audit process.

PARKS AND RECREATION

8. CONSIDERATION AND APPROVAL OF AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR HOLIDAY PALM TREE DECORATIONS ON PACIFIC BOULEVARD

RECOMMENDED THAT CITY COUNCIL:

1. Approve authorization of Brightlife Designs for the installation and removal of Holiday Palm Tree Light Decorations on Pacific Boulevard using account #111-6010-451-74.10 in a not-to-exceed amount of \$17,500.00; and

2. Authorize the City Manager to enter into a 2-year agreement with Brightlife Designs for 2023 and 2024.

PUBLIC WORKS

9. CONSIDERATION AND APPROVAL TO AWARD A JANITORIAL PROFESSIONAL SERVICES AGREEMENT

RECOMMENDED THAT CITY COUNCIL:

1. Award the janitorial services contract to Coalition for Responsible Community Development for a period of three years, including two, one-year extensions for an annual amount of \$349,940.55;
2. Appropriate \$349,940.55 from the General Fund to be evenly distributed amongst each of the following four (4) accounts 111-8020-431.56-41, 111-8022-419.56-41, 111-8023-451.56-41 and 111-7024-421.56-41; and
3. Authorize the City Manager to execute the professional services agreement.

10. CONSIDERATION AND APPROVAL TO PURCHASE FOUR ELECTRIC VEHICLE TRANSPORTATION VANS

RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them;
2. Approve the purchasing of two 2019 Green Power Electric Vehicle Transportation Vans from Zeem Solutions, Inc. for the amount of \$111,680 payable from AB 2766 funds;
3. Approve the purchasing of two 9-passenger and/or 19 passenger units and charging stations and pertinent material for a not-to-exceed amount of \$130,000 payable from AB 2766 funds;
4. Authorize the Finance Department to provide an account number in order to process the invoices; and
5. Authorize the City Manager to execute the purchase orders and all other applicable documents related to the registration of the vehicles through the Department of Motor Vehicles.

11. CONSIDERATION AND APPROVAL TO PURCHASE A TIRE CHANGER AND TIRE BALANCER

RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and
2. Approve the purchasing of a tire changer and tire balancer from Hunter Engineering Company for the amount of \$60,012.68 payable from Account No. 741-8060-431.74-10; and
3. Authorize the City Manager to execute the purchase order and all applicable documents.

12. CONSIDERATION AND APPROVAL TO PURCHASE A SUMP PUMP FOR THE CITY HALL BASEMENT

RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and
2. Approve the purchasing of a sump pump for the City Hall basement from Simonds Machinery Co. for the amount of \$32,352.86 payable from Account No. 111-8022-419.73-10; and
3. Authorize the City Manager to execute the purchase order and all applicable documents.

13. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES

RECOMMENDED THAT CITY COUNCIL:

1. Award a 5-year professional services agreement (PSA) with an option to renew automatically for an additional five-year term to Express Transportation Services, LLC for fixed-route shuttle bus transportation services as the most responsive and qualified vendor; and
2. Allocate an additional amount of \$272,750 for FY 2023-24 Budget to process invoices; and

3. Authorize the City Manager to negotiate and execute the PSA.

14. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED FIRMS TO PREPARE A WATER MASTER PLAN

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified water engineering and environmental firms for the preparation of the Water Master Plan.

15. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2022-13 ROOF REPAIRS AT CITY HALL AND POLICE DEPARTMENT

RECOMMENDED THAT CITY COUNCIL:

1. Award the contract to Danny Letner, Inc. dba Letner Roofing Company for the construction of CIP 2022-13 Roof Repairs at City Hall and Police Department as the most responsive, responsible bidder for an amount of \$1,890,000; and
2. Approve construction contingency and incidentals (change orders) in the amount of \$283,500.00; and
3. Approve the total project cost of \$2,173,000 payable from The American Rescue Plan Act of 2021 (ARPA) funds; and
4. Authorize the Finance Department to provide an account number and project code for this specific project in order to process project invoices; and
5. Approve Best Contracting Services, Inc.'s request for the withdrawal of their bid and release their bid bond; and
6. Authorize the City Manager to execute the construction contract agreement and to negotiate all change orders in good faith.

16. CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2019-14 ATP CYCLE V PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide Construction Management and Inspection Services (CM/CI) for CIP 2019-14 ATP Cycle V Project.

END OF REGULAR AGENDA

PUBLIC HEARING(S)

PUBLIC WORKS

17. ADOPT ORDINANCE EXTENDING TORRANCE PIPELINE COMPANY LLC'S FRANCHISE AGREEMENT TO CONTINUE AND OPERATE AND MAINTAIN A PIPELINE AND APPURTENANCES TO TRANSPORT HYDROCARBON ON SANTA FE AVENUE

RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing; and
2. Take public testimony; and
3. Waive full reading and introduce by title an Ordinance extending Torrance Pipeline Company LLC's franchise agreement for ten (10) years to continue to operate and maintain a hydrocarbon pipeline on Santa Fe Avenue.

COMMUNITY DEVELOPMENT

18. CONSIDERATION AND APPROVAL OF THE FY 2022-2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR FEDERAL GRANT FUNDS

RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing; and
2. Approve the Consolidated Annual Performance and Evaluation Report (CAPER) for FY 2022-2023, inclusive of any comments received by the City Clerk during the 15- day public comment period.

END OF PUBLIC HEARING(S)

DEPARTMENTAL REPORTS

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Graciela Ortiz

Council Member Eduardo "Eddie" Martinez

Council Member Arturo Flores

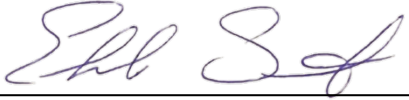
Vice Mayor Karina Macias

Mayor Marilyn Sanabria

ADJOURNMENT

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, October 3, 2023 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov not less than 72 hours prior to the meeting. Dated this 15th day of September 2023.

A handwritten signature in blue ink, appearing to read 'Eduardo Sarmiento', written over a horizontal line.

Eduardo Sarmiento, City Clerk

ITEM 1

MINUTES

Meeting of the City of Huntington Park City Council Tuesday, August 15, 2023

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:03 p.m. on Tuesday, August 15, 2023, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Marilyn Sanabria presiding.

PRESENT: Councilmember(s): Graciela Ortiz, Eduardo "Eddie" Martinez., Arturo Flores, Vice Mayor Karina Macias and Mayor Marilyn Sanabria.

ABSENT: None

CITY OFFICIALS/STAFF: City Manager Ricardo Reyes; Cesar Roldan Director of Public Works; Raul Alvarez Assistant City Manager; Eduardo Sarmiento, City Clerk; Cosme Lozano Police Chief; Steve Foster Director of Community Development; Sergio Infanzon Director of Communications; Araceli Almazan City Attorney.

INVOCATION

Mayor Sanabria led the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Arturo Flores led the Pledge of Allegiance.

PRESENTATION(S)

1. **RECOGNITION OF SPECIAL OLYMPIC TORCH RUN EVENT VOLUNTEERS**
2. **CERTIFICATE OF APPRECIATION FOR LOCAL SCHOOL VOLUNTEERS**
3. **INNER CITY VISIONS REPORT**

PUBLIC COMMENTS

The following member of the public submitted a public comment card:

1. Jesse Estrella
2. Baldomero Capiz

STAFF RESPONSE

City Manager Ricardo Reyes stated that he requires more information to understand the issue that was raised by the commentor. Chief of Police Cosme Lozano stated he would reach out to Mr. Estrella for additional information.

CLOSED SESSION

City Attorney Araceli Almazan stated that it is appropriate to recess to closed session. Mayor Martinez recessed into closed session at 7:05 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Construction Industry Force Account Council v. City of Huntington Park
Los Angeles Superior Court Case No. 20STCPO3947
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Hector Barba, Sr. & Norma Barba v. City of Huntington Park, et al.
USDC Case No.: 2:22-cv-08987-FMO-JEM
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:
Pursuant to Cal. Gov. Code Sec. 54956.9(d)(2): One matter.

Mayor Sanabria reconvened the Council meeting from Closed Session at 8:23 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Almazan reported that the record should reflect that with all five (5) members of the City Council present the three (3) items on the posted agenda were discussed. Regarding items one (1), two (2) and three (3) the Council was briefed but no final action was taken. This concluded the closed session report.

CONSENT CALENDAR

CITY CLERK

MOTION: Councilmember Macias moved to approve the consent calendar, seconded by Councilmember Flores. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria.

NOES: None

1. CITY COUNCIL MEETING MINUTES

Approve Minute(s) of the following City Council Meeting(s):

1. Regular City Council Meeting held July 18, 2023

FINANCE

2. WARRANT REGISTER

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated August 15, 2023

END OF CONSENT CALENDAR

REGULAR AGENDA

FINANCE

3. **CONSIDERATION AND APPROVAL OF A RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2023-2024**

RECOMMENDED THAT CITY COUNCIL:

MOTION: Councilmember Ortiz moved to adopt Resolution fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2023-2024 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2023, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria.

NOES: None

4. **CONSIDERATION AND APPROVAL OF PROFESSIONAL SERVICE AGREEMENT AND FIRST AMENDMENT TO THE ACCOUNTING/FINANCE SERVICES PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND HERRERA & ASSOCIATES**

MOTION: Councilmember Ortiz moved to Approve the Resolution authorizing an agreement with Herrera & Associates, a municipal CPA firm, to provide Financial Consultant, namely John Herrera, CPA; and approve an appropriation in the amount not to exceed of \$22,500 a month for 12 months from account(s):

- 33% from No. 111-3010-415.56-41
- 33% from No. 787-8914-499.56-41
- 33% from No. 111-9050-419.43-15

and authorize the City Manager to execute the Professional Services Agreement and the first amendment to the agreement, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

PUBLIC WORKS

5. **APPROVE ACCEPTANCE OF WORK PERFORMED FOR CIP 2022-01 SENATE BILL 1 (SB1) SLURRY SEAL PROJECT**

MOTION: Vice Mayor Macias moved to approve acceptance of work performed by All American Asphalt for the construction of CIP 2022-01 Senate Bill 1 (SB1) Slurry Seal Project; and authorize staff to execute the Notice of Completion (NOC) and direct the City Clerk to file the NOC with the Los Angeles County Recorder's Office; and release the retention amount of \$30,555.18 to All American Asphalt 35 days of the effective date of the recordation of the NOC, if no Stop Notices are filed within the 35-day period, seconded by Councilmember Flores. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

6. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2022-10 CDBG ADA RECONSTRUCTION PROJECT

MOTION: Vice Mayor Macias moved to award the contract to Kalban, Inc. for the construction of CIP 2022-10 CDBG ADA Reconstruction Project as the lowest responsive, responsible bidder for a not to exceed fee of \$733,250; and approve a construction contingency in the amount of \$61,183.28 payable from CDBG funds and \$209,281.00 in Metro TDA Article 3 funds for a total construction contingency amount of \$270,464.28; and authorize the City Manager to execute the construction contract agreement and all change orders in good faith, seconded by Councilmember Flores. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

7. CONSIDERATION AND APPROVAL TO AUTHORIZE STAFF TO DISTRIBUTE AND POST ON THE CITY'S WEBSITE THE DRAFT URBAN FOREST MANAGEMENT PLAN FOR A 60-DAY PUBLIC COMMENT PERIOD

MOTION: Councilmember Flores moved to authorize staff to distribute the draft Urban Forest Management Plan to community stakeholder and allow to post on the City's website for a period of 60-days for public consumption and commentary; and authorize staff to bring back the final draft at a future City Council meeting for adoption, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

8. CONSIDERATION AND APPROVAL TO EXECUTE AN INTERAGENCY MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HUNTINGTON PARK AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AS THE ADMINISTRATOR OF THE REGIONAL INTEGRATION OF INTELLIGENT TRANSPORTATION SYSTEMS

MOTION: Councilmember Ortiz moved to accept the terms of the Memorandum of Understanding (MOU) between the Los Angeles County Metropolitan Transportation Authority (Metro) as the Administrator of the Regional Integration of Intelligent Transportation Systems (RIITS); and authorize the City Manager to sign and execute the MOU, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

9. CONSIDERATION AND APPROVAL TO PURCHASE A TRAFFIC SIGNAL TYPE 332 CABINET AND 170 CONTROLLERS

MOTION: Vice Mayor Macias moved to authorize staff to waive bidding pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i) City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and approve the purchasing of a traffic signal Type 332 Cabinet and 170 Controller from SWARCO for the amount of \$26,239.50 payable from Account No. 221-8014-429.74-10; and authorize the City Manager to execute the purchase order, seconded by Councilmember Flores. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

10. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED VENDORS TO PURCHASE AN AERIAL UTILITY TRUCK

MOTION: Vice Mayor Macias moved to authorize staff to proceed with the advertisement of the Request for Proposal (RFP) to purchase an aerial utility truck, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, and Vice Mayor Macias and Mayor Sanabria

NOES: None

11. CONSIDERATION AND APPROVAL TO UPGRADE THE FUEL PUMPS AT THE CITY MAINTENANCE YARD

MOTION: Councilmember Flores moved to proceed pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i) and waive bidding; and approve the purchasing of a turn-key fuel management system that includes all applicable equipment hardware, labor and firmware from EJ Ward for the amount of \$117,890.75 payable from Account No. 741-8060-431.74-10; and authorize the City Manager to execute the purchase order and all other applicable documentation

related to the upgrades of the fuel pumps at the City's Public Works Maintenance Yard, seconded by Vice Mayor Macias. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

12. CONSIDERATION AND APPROVAL TO AWARD CONTRACT PROPOSALS TO REMOVE AND REPLACE A TOTAL OF SEVEN MECHANICAL AND HEATING, VENTILATING, AND AIR CONDITIONING UNITS AT CITY HALL AND THE POLICE DEPARTMENT

MOTION: Vice Mayor Macias moved to authorize and execute F. M. Thomas Air Conditioning, Inc.'s cost proposals to remove and replace Mechanical and Heating, Ventilating, and Air Conditioning units at City Hall and the Police Department for a not-to-exceed amount of \$262,068 payable from Account No. 111-8022-419.73-10 (\$167,793) and Account No. 111-8024-421.73-10 (\$94,285); and authorize the City Manager to execute the two cost proposals, seconded by Councilmember Flores. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

COMMUNITY DEVELOPMENT

13. 2023/24 FINAL PAYMENT TO ECO-RAPID TRANSIT MEMBERSHIP

MOTION: Councilmember Ortiz moved to authorize staff to publish and solicit a Request for Proposal (RFP) from qualified vendors to provide fixed-route shuttle bus transportation services, seconded by Mayor Sanabria. Motion carried by unanimous consent.

AYES: Council Member(s): Ortiz, Martinez, Flores, Vice Mayor Macias and Mayor Sanabria

NOES: None

END OF REGULAR AGENDA

DEPARTMENTAL REPORTS

Director of Communications Sergio Infanzon presented a plaque to the City Council for all the work the Council does for the Huntington Park Community.. The plaque was provided by an elected official from the state Zacatecas Mexico.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Councilmember Ortiz thanked the police department and city staff for all their hard work in making the first day of school smooth for the local Huntington Park students. She then thanked Vice Mayor Macias for her dedication to the Eco-Rapid committee. She closed by sharing information on an upcoming community workshop that will focus on helping people enroll for insurance through the Covered California program on Wednesday August 23, 2023 at 5:30pm at the Salt Lake Park Community Center.

Councilmember Martinez thanked staff for the work with the new welcome to Huntington Park signs.

Councilmember Flores began by thanking the staff for their hard work.

Vice Mayor Macias thanked staff for all their hard work, and she gave a special shout out to Parks and Recreation for the afterschool program.

Mayor Sanabria thanked staff for all their hard work.

ADJOURNMENT

Mayor Sanabria adjourned the meeting at 8:43 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday September 5, 2023 at 6:00 p.m.

Respectfully submitted,



Eduardo Sarmiento, City Clerk

ITEM 2

List of Funds - City of Huntington Park

FUND	DESCRIPTION	FUND	DESCRIPTION
111	General Fund	230	Homeland Security Fund
112	Waste Collection/Disposal	231	Parking System Fund
114	Spec Events Contributions	232	Art in Public Places Fund
115	General Fund Reserve	233	Bullet Proof Vest Grant
116	Retirement Fund	234	Congressional Earmark
120	Special Revenue DNA ID	235	Federal Street Improvmnt
121	Special Revnu Welfare Inm	236	HUD Economic Empowerment
122	Prevention Intervention	237	Community Planning
123	Board of Corrections LEAD	238	Air Pollution Grant
124	Auto Theft Prevention	239	Federal CDBG Fund
150	Emergency Preparedness	240	HUD EZ/EC Soc Sec Block
151	Economic Development	241	CalHome
152	Greenway Linear Park Proj	242	HUD Home Program
200	Local Grants	243	HUD 108 B03MC060566
201	State Grants	244	HUD EDI Grant
202	CFP Crosswalks	245	EPA Brownfield
203	Federal Grants	246	LBPHCP-Lead Base
204	SR2S Middleton Safe Route	247	Neighborhood Stabilization
205	CFP Pacific Blvd	248	Homelessness Prevention
206	CFP I Park Pay Station	249	DEPT OF TOXIC SUBSTANCES
207	CFP Signal Synchronizatio	250	DTSC Grant
208	CMAQ Metro Rapid	251	Land & Water Conservation
209	CFP City Street Resurfac	252	ABC
210	Measure M	253	DEBT SERVICE FUND
211	Road Maint & Rehab SB1	254	Home ARP Grant
212	P & R Grants	257	CDC Merged Project Fund
213	Park Facilities	258	CDC Merged Debt Service
214	Recreation Field Charter	259	CDC Low/Mod Income Housin
215	Trees for A Better Enviro	262	CDC Neighbor Preservn Cap
216	Employees Retirement Fund	263	CDC Neighbor Presrvn Debt
217	OPEB	264	CDC Nghbr Prsrvn Low/Mod
218	PARS	267	CDC Sta Fe Redev Project
219	Sales Tax-Transit Fund A	268	CDC Sta Fe Debt Service
220	Sales Tax-Transit C	269	CDC Sta Fe Low/Mod Income
221	State Gasoline Tax Fund	270	Successor Agency Merge
222	Measure R	271	Successor Agency Merg Prj
223	Local Origin Program Fund	272	Successor Agency Low Mod
224	Office of Traffic & Safety	273	Successor Agency NHP
225	Cal Cops Fund	274	Successor Agency NHP Prj
226	Air Quality Improv Trust	275	Successor Agency
227	Offc of Criminal Justice	276	SUCCESSOR AGENCY-GF
228	State Dept. of Justice	283	Sewer Maintenance Fund
229	Police Forfeiture Fund	285	Solid Waste Mgmt Fund

City of Huntington Park

FUND	DESCRIPTION
286	Illegal Disposal Abatemnt
287	Solid Waste Recycle Grant
288	COMPBC
293	PUBLIC FIN. AUTHOR.L/T DT
299	CDC Special Revenue Fund
322	STIP Transportation Fund
334	Ped/Bike Path Fund
335	Energy Efficient Grant
345	Rails To Trails Randolph
346	Bike Lane State Street
347	SRTS Middleton Elementary
348	Pacific Blvd Ped Improve
349	Capital Improvement Fund
475	HP PUBLIC FINANCE AUTHOR
533	Business Improv Dist Fund
535	Strt Lght & Lndscp Assess
681	Water Department Fund
741	Fleet Maintenance
742	Information Technology
745	Self Insurance
746	Employee Benefit Fund
748	Veh & Equip Replacement
779	Deferred Comp. Trust Fund
787	Citywide CIP
800	Pooled Cash
801	Pooled Cash Fund
802	Pooled Interest
993	Public Fin Authority LTD
994	General Fixed Assets Acct
995	General LTD Account Grp
996	General Long Term Debt
997	CDC Gnrl LTD Account Grp
998	Reserve Template Fund
999	Pooled Cash/Template

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
4IMPRINT INC	11543578	111-0110-411.56-26	PROMO ITEMS FOR COUNCIL MEMBERS	2,541.20
				\$2,541.20
6914 RUGBY AVE LLC	06012023	239-5280-490.51-05	RENTAL ASSISTANCE PROGRAM	1,089.00
	07012023	239-5280-490.51-05	RENTAL ASSISTANCE PROGRAM	1,089.00
	08012023	239-5280-490.51-05	RENTAL ASSISTANCE PROGRAM	1,089.00
				\$3,267.00
ACTIVE NETWORK, LLC	4100176554	111-6010-451.56-41	ANNUAL LICENSE RENEWAL	5,700.00
				\$5,700.00
ADLERHORST INTERNATIONAL LLC	110565	111-7010-421.61-20	K9 RELATED EXPENSES	269.38
				\$269.38
AIRESPRING INC.	176088820	111-9050-462.74-10	CLOUD INTERNET SVCS	1,113.64
				\$1,113.64
ALL AMERICAN ASPHALT	3	111-8010-431.76-32	CONSTRUCTION CONTRACT	83,949.17
				\$83,949.17
ALL CITY MANAGEMENT SERVICES, INC	87094	111-7010-421.56-41	SCHOOL CROSSING GUARD SVCS	6,588.11
				\$6,588.11
ALVAREZ-GLASMAN & COLVIN	2023-06-20770	111-0220-411.32-70	LEGAL SERVICES	17,233.50
	2023-06-20771	111-0220-411.32-70	LEGAL SERVICES	712.00
	2023-06-20772	111-0220-411.32-70	LEGAL SERVICES	558.60
	2023-06-20773	111-0220-411.32-70	LEGAL SERVICES	141.00
	2023-06-20774	111-0220-411.32-70	LEGAL SERVICES	3,956.00
	202209101112207	111-9031-413.52-30	SETTLEMENT CLAIM	1,293.49
	202212202305207	111-9031-413.52-30	SETTLEMENT CLAIM	4,559.45
				\$28,454.04
AMAZON.COM SERVICES, INC.	16D3-9KVL-F7HH	111-0110-411.56-23	SUPPLIES FOR COUNCIL MEMBER	1,803.62
	147X-6DDF-WF6V	111-6030-451.61-35	PROGRAM SUPPLIES	264.42
	16LP-6KXD-QRLV	111-6060-466.61-20	PROGRAM SUPPLIES	27.77
	1KPT-TTD3-DLRN	111-6065-466.61-20	PROGRAM SUPPLIES	531.55
	1GT9-QGD6-HY4D	111-8024-421.43-10	SUPPLIES FOR PW	103.80
	1XTQ-CDHD-N4HN	111-8024-421.43-10	SUPPLIES FOR PW	753.04
	1JQM-RJFG-WXML	239-5210-463.57-65	SENIOR PROGRAM SUPPLIES	3,144.70
				\$6,628.90
AMSTERDAM PRINTING AND LITHO	7408223	111-0110-411.56-26	SUPPLIES FOR COUNCIL MEMBER	1,106.10
	7416266	111-0110-411.56-26	SUPPLIES FOR COUNCIL MEMBER	326.95
	7397397	111-0310-413.56-42	SUPPLIES FOR COMM & COMM R	224.07
				\$1,657.12
ANDREA PEREZ	06012023	239-5280-490.51-05	RENTAL ASSISTANCE PROGRAM	1,450.00
	07012023	239-5280-490.51-05	RENTAL ASSISTANCE PROGRAM	1,450.00
	08012023	239-5280-490.51-05	RENTAL ASSISTANCE PROGRAM	1,450.00
				\$4,350.00
AT&T MOBILITY	X08252023	111-7040-421.56-41	PD WIRELESS PHONES	5,421.82
				\$5,421.82
AT&T PAYMENT CENTER	7/28/23-8/27/23	111-7040-421.56-41	PD PHONE SERVICE	3,750.62
				\$3,750.62

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
B.L. WALLACE DISTRIBUTOR INC.	20232835	221-8014-429.61-20	SUPPLIES TRAFFIC SIGNALS	3,832.01
B.L. WALLACE DISTRIBUTOR INC.	20233017	535-8016-431.61-45	ELECTRICAL SUPPLIES ST LIGHTS	4,572.37
				\$8,404.38
BAVCO	228868	535-8090-452.61-20	TOOL FOR PW	671.42
				\$671.42
BDG LAW GROUP	33356	111-9031-413.32-70	LEGAL SVCS JULY 2023	7,069.00
	33357	111-9031-413.32-70	LEGAL SVCS JULY 2023	1,854.14
				\$8,923.14
BEAR ELECTRICAL SOLUTIONS, INC	19418	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVC	1,155.00
	19496	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVC	7,395.00
	19533	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVC	4,000.38
				\$12,550.38
BOB BARKER COMPANY INC.	INV1937749	111-7010-421.61-20	JAIL INMATE SUPPLIES	598.18
	INV1937761	111-7010-421.61-20	JAIL INMATE SUPPLIES	852.95
	INV1937843	111-7010-421.61-20	JAIL INMATE SUPPLIES	609.48
				\$2,060.61
BRAUNHAGEY & BORDEN LLP	08282023	111-9031-413.32-70	ATTORNEY FEES	604,846.63
				\$604,846.63
BRINK'S INCORPORATED	5949856	111-9010-419.33-10	BANK SERVICES TRANSPORTATION	454.24
				\$454.24
BRIZUELA'S IRON WORK	0146	111-8023-451.43-10	SUPPLIES FOR PUBLIC WORKS	1,700.00
				\$1,700.00
BROWNELLS INC	2023410568731	111-7010-421.61-20	FTU SUPPLIES	396.18
	2023410569192	111-7010-421.61-20	FTU SUPPLIES	35.24
				\$431.42
CAL-LIFT INC	30679900	741-8060-431.43-20	PARTS FOR THE FORKLIFT	1,276.19
				\$1,276.19
CANINE TACTICAL OPERATIONS	08282023	111-7010-421.59-10	REGISTRATION CHECK	1,950.00
				\$1,950.00
CANNON CORPORATION	85544	681-8030-461.43-30	WATER ENGINEERING INVESTIGATION	2,983.50
				\$2,983.50
CAREN CAMBRE	07112023	111-7010-421.59-10	PD TRAINING	185.00
				\$185.00
CARPENTER ROTHANS & DUMONT LLP	44489	111-9031-413.52-30	CLAIM SETTLEMENT	67.50
				\$67.50
CENTRAL BASIN MWD	HP-JUL23	681-8030-461.41-00	IMPORTED WATER JULY 2023	145,177.21
				\$145,177.21
CENTRAL FORD	30931	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	637.27
	31017	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	299.88
	31104	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	155.81
	31167	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	233.49
	31168	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	424.97
	31283	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	30.90

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CENTRAL FORD	31319	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	44.10
	31330	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	246.96
	34325	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	474.30
	31393	111-8085-431.43-21	CAR PARTS FOR SHUTTLE	578.11
	31607	111-8085-431.43-21	CAR PARTS FOR SHUTTLE	1,174.11
	25051	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	2,261.13
	25062	219-8085-431.43-21	CREDIT FOR PARTS	-2,261.13
	25091	219-8085-431.43-21	PARTS FOR SHUTTLE	-248.06
	25467	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	425.03
	25774	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	166.78
	25784	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	596.55
	25786	741-8060-431.43-20	CAR PARTS FOR PW UNIT	2,354.78
	27073	741-8060-431.43-20	CAR PARTS FOR PARKS UNIT	47.31
	27079	741-8060-431.43-20	CREDIT FOR PARTS	-47.31
	27972	741-8060-431.43-20	SUPPLIES FOR PUBLIC WORKS	186.93
	28011	741-8060-431.43-20	CREDIT FOR PARTS	-186.93
	28981	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	88.35
	29016	741-8060-431.43-20	CREDIT FOR PARTS	-88.35
	31628	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	100.77
				\$7,695.75
CHAMPION CJD	694077	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	1,223.20
	694290	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	81.18
	694715	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	998.98
	694896	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	177.14
				\$2,480.50
CHARTER COMMUNICATIONS	0511379081323	111-7040-421.56-41	ANNEX INTERNET CLOUD BACKUP	159.98
	0514415083023	111-7040-421.56-41	INTERNET CLOUD BACKUP	669.85
				\$829.83
CHRISTINA PARRA HERNANDEZ	23PD-06	111-7010-421.56-41	JAILER CUSTODY OFFICER	900.00
				\$900.00
CITY CLERKS ASSOCIATION OF CA	300002553	111-1010-411.64-00	MEMBERSHIP DUES	250.00
				\$250.00
CITY OF FRESNO	07032023	111-7010-421.59-10	PD TRAINING	862.00
				\$862.00
CLINICAL LAB OF SAN BERNARDINO, INC	2301291-	681-8030-461.56-41	WATER QUALITY TESTING	379.50
				\$379.50
CONCENTRA MEDICAL CENTERS	80143343	111-2030-413.56-41	PHYSICAL EXAM FOR EMPLOYEE	3,788.00
	80217111	111-2030-413.56-41	DOT PHYSICAL FOR EMPLOYEE	107.00
				\$3,895.00
CONSOLIDATED OFFICE SYSTEMS	31165	111-7010-421.61-20	RECORD SUPPLIES	1,994.00
				\$1,994.00
COUNTY OF L.A. DEPT OF PUBLIC WORKS	RE-PW-230814008	221-8014-429.56-41	SHARED TRAFFIC SIGNAL JUNE	1,861.66
				\$1,861.66

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CSULB FOUNDATION	08222023	111-7010-421.59-10	PD TRAINING	198.00
				\$198.00
DANE LOOMIS	08242023	111-7010-421.59-10	REIMBURSEMENT	59.02
	08312023	111-7010-421.59-10	REIMBURSEMENT	63.17
				\$122.19
DATA TICKET INC.	154403	111-5055-419.56-41	CODE ENFORCEMENT CITATION	1,466.50
	154553	111-7040-421.56-41	PUBLIC SAFETY MUNICIPAL CODE	50.50
				\$1,517.00
DAVID CEJA	08232023	111-7010-421.59-10	MILEAGE REIMBURSEMENT	97.07
				\$97.07
DAVID VOLZ DESIGN	422553	111-6010-451.73-10	CIP 2022-06 FREEDOM PARK	9,001.00
	422553	114-6010-451.73-10	CIP 2022-06 FREEDOM PARK	9,001.00
				\$18,002.00
DE LAGE LANDEN	78787244	111-9010-419.44-10	PRINTER LEASE	2,246.98
	79058456	111-9010-419.44-10	PRINTER LEASE	2,317.07
	79328406	111-9010-419.44-10	PRINTER LEASE	2,233.54
				\$6,797.59
DELTA DENTAL	BE005660390	111-0000-217.50-20	DELTA DPO BENEFITS	7,117.77
				\$7,117.77
DELTA DENTAL INSURANCE COMPANY	BE005657827	111-0000-217.50-20	DELTA CARE PMI BENEFITS	2,024.03
				\$2,024.03
DEPARTMENT OF ANIMAL CARE & CONTROL	08252023	111-7010-421.56-41	ANIMAL CARE AND CONTROL	23,459.41
				\$23,459.41
DIESEL LAPTOPS LLC	INV57701	741-8060-431.74-10	PURCHASE TRACTOR SCANNER	10,320.99
				\$10,320.99
DOOLEY ENTERPRISES, INC.	66224	111-7010-421.61-20	DEPT AMMUNITION	1,863.00
	66225	111-7010-421.61-20	DEPT AMMUNITION	1,887.78
				\$3,750.78
DORECK CONSTRUCTION	28709	681-0000-228.30-00	FIRE HYDRANT REFUND	375.57
				\$375.57
DUNN EDWARDS CORPORATION	2009A15489	111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL	945.14
				\$945.14
E.J. WARD, INC.	0083628-IN	741-8060-431.62-30	KIT FUEL TAG	1,944.33
				\$1,944.33
EADIE AND PAYNE, LLP	143847	111-3010-415.32-40	AUDIT SERVICES	48,000.00
	143968	111-3010-415.32-40	AUDIT SERVICES	50,000.00
				\$98,000.00
ELSA COBIAN	05312023	111-7010-421.59-10	PER DIEM REIMBURSEMENT	164.50
				\$164.50
EXCEL PAVING COMPANY	2-27171	202-8080-431.76-20	ATP CYCLE 4CIP2018-11	1,017,349.41
				\$1,017,349.41
EXPRESS TRANSPORTATION SERVICES LLC	HPE08012023	111-0000-362.20-15	FIXED ROUTE TRANSIT SVCS	-2,500.00
	HPE09012023	111-0000-362.20-15	FIXED ROUTE TRANSIT SVCS	-2,500.00
	HPE08012023	111-8010-431.56-43	FIXED ROUTE TRANSIT SVCS	32,809.17

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EXPRESS TRANSPORTATION SERVICES LLC	HPE09012023	111-8010-431.56-43	FIXED ROUTE TRANSIT SVCS	35,786.97
	HPE08012023	111-8085-431.56-43	FIXED ROUTE TRANSIT SVCS	65,618.33
	HPE09012023	111-8085-431.56-43	FIXED ROUTE TRANSIT SVCS	71,573.93
	DAR08012023	111-8085-431.56-45	DIAL A RIDE SVCS SEPT	69,183.33
	HPE08012023	219-0000-340.30-00	FIXED ROUTE TRANSIT SVCS	-1,120.00
	HPE09012023	219-0000-340.30-00	FIXED ROUTE TRANSIT SVCS	-1,805.00
				\$267,046.73
FAIR HOUSING FOUNDATION	06012023	239-5210-463.57-87	PERSONNEL OPERA. JUNE	2,032.79
				\$2,032.79
FEDEX	8-235-16775	111-7010-421.61-20	EXPRESS SHIPMENT CHARGES	14.38
				\$14.38
FERGUSON ENTERPRISES INC	2848482	111-8023-451.43-10	PARTS FOR PW	31.79
	2843417	111-8024-421.43-10	PARTS FOR PARKS & REC	108.71
				\$140.50
GEORGE CHEVROLET	145295CVW	111-7010-421.43-20	PARTS FOR PD UNIT	51.69
	145873CVW	111-7010-421.43-20	PARTS FOR PD UNIT	30.47
	146084CVW	111-7010-421.43-20	PARTS FOR PD UNIT	320.83
	219220	111-8010-431.76-32	UTILITY TRUCKS PW	39,715.22
	219222	111-8010-431.76-32	UTILITY TRUCKS PW	39,715.22
				\$79,833.43
GEOSYNTEC CONSULTANTS, INC.	21511248	111-5010-419.56-41	CONSULTING SVCS	56,270.50
	21514274	111-5010-419.56-41	CONSULTING SVCS	3,787.04
	24517566	111-5010-419.56-41	CONSULTING SVCS	7,391.38
				\$67,448.92
GFWC WOMEN'S CLUB OF HUNTINGTON PK	200000.002	111-0000-228.20-00	DEPOSIT REFUND	500.00
				\$500.00
GLOBAL URBAN STRATEGIES, INC.	435	241-5030-419.56-41	CALHOME HOME BUYER PRG	7,219.10
	436	241-5030-419.56-41	CALHOME OCCUPIED REHAB	9,826.56
				\$17,045.66
GLOCK PROFESSIONAL, INC.	09122023	111-7010-421.59-10	REGISTRATION CHECK	500.00
				\$500.00
GLOCK, INC.	SI-0828047	111-7010-421.61-20	FIREARMS TRAINING UNIT	649.37
				\$649.37
GRAINGER	9780073897	111-8023-451.43-10	PARTS FOR PARKS & REC	102.31
	9777393746	741-8060-431.43-20	PARTS FOR PW	86.56
	9785468407	741-8060-431.43-20	PARTS FOR PW	103.80
				\$292.67
H.P. TEST ONLY	23017	111-7010-421.43-20	SMOG CHECK PD UNIT	45.00
				\$45.00
HAJOCA CORPORATION	S168871211.001	111-8024-421.43-10	PD BUILDING SUPPLIES	540.09
	S169024181.001	111-8024-421.43-10	SUPPLIES FOR PD	441.74
	S169024410.001	111-8024-421.43-10	PD BUILDING SUPPLIES	640.30
	S169090861.001	111-8024-421.43-10	SUPPLIES FOR PARKS	108.88

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HAJOCA CORPORATION	S169090861.003	111-8024-421.43-10	SUPPLIES FOR PARKS	6.39
				\$1,737.40
HASA, INC.	912035	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	338.26
	912036	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	354.11
	915796	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	273.31
	915798	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	367.73
	915799	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	635.93
				\$1,969.34
HASSAN SALEH	08212023	111-7010-421.59-10	MILEAGE REIMBURSEMENT	129.69
				\$129.69
HEART - HEALTHCARE & EMERGENCY	HP002	111-0310-413.56-43	PUBLIC PET VACCINE	872.00
				\$872.00
HECTOR G. MORENO	5232	111-6060-466.33-20	TAEKWONDO	1,056.00
	5234	111-6060-466.33-20	TAEKWONDO	768.00
	5236	111-6060-466.33-20	TAEKWONDO	960.00
	5267	111-6060-466.33-20	TAEKWONDO	168.00
				\$2,952.00
HENRY ANDRADE	08212023	111-7010-421.59-10	MILEAGE REIMBURSEMENT	129.69
				\$129.69
HERNANDEZ SIGNS, INC.	5627	111-6020-451.61-35	EVENT SUPPLIES	413.43
				\$413.43
HG GRAPHIC AND PRINTING	2138	111-0110-411.61-20	OFFICE SUPPLIES	45.99
				\$45.99
IBE DIGITAL	458243	111-7010-421.61-20	PRINTER LEASE	18.07
				\$18.07
INFINITY BACKGROUND INVESTIGATIONS	105	111-7010-421.56-41	BACKGROUND INVESTIGATION	1,000.00
				\$1,000.00
INFRAMARK LLC	100699	283-8040-432.56-41	ROUTINE MAINTENANCE SEPT	14,297.04
	100699	681-8030-461.56-41	ROUTINE MAINTENANCE SEPT	110,211.74
				\$124,508.78
INFRASTRUCTURE ARCHITECTS INC	412	239-5210-463.73-05	CIP 2022-09 CHELSEY PARK	16,850.00
				\$16,850.00
INFRASTRUCTURE ENGINEERS	28701	111-8031-433.76-17	CIP 2022-12 WATER QUALITY	185.00
	28664	111-8080-431.56-62	CITY ENGINEERING SVCS	32,647.75
	28697	202-8080-431.76-23	CIP 2019-14ATP CYCLE V	17,670.00
	28664	221-8010-431.56-41	CITY ENGINEERING SVCS	5,733.00
	28696	222-8010-431.76-06	6900.23 -CIP2019-02	11,097.70
	28664	681-8030-461.56-41	CITY ENGINEERING SVCS	14,500.00
				\$81,833.45
INTEGRATED TACTICAL CONCEPTS LLC	08242023	111-7010-421.59-10	REGISTRATION CHECK	3,400.00
				\$3,400.00
J SQUARED	00122	681-8030-461.56-41	PROFESSIONAL SVCS	630.00
				\$630.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
JCL TRAFFIC	120447	111-8023-451.61-20	SUPPLIES-PARKS & REC	110.25
				\$110.25
JERRY'S AUTO BODY, INC.	32901	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	1,391.06
				\$1,391.06
JOSHUA VOLASGIS	07172023	111-7010-421.59-10	MILEAGE REIMBURSEMENT	323.04
				\$323.04
JT CONSTRUCTION GROUP, INC.	19-07007.3	787-8910-499.56-41	BOND RENEWAL CERTIFIED PR	133,617.49
				\$133,617.49
KILBOURNE & KILBOURNE	101374	111-0110-411.66-05	CITY COUNCIL SUPPLIES	1,087.50
				\$1,087.50
KIMBALL MIDWEST	101308856	741-8060-431.43-20	PW SUPPLIES	149.55
	101178535	741-8060-431.61-20	PW SUPPLIES	374.44
				\$523.99
LA COUNTY SHERIFF'S DEPT	240082BL	111-7010-421.56-41	INMATE MEAL SERVICE	699.30
				\$699.30
LAN WAN ENTERPRISE, INC	74361	111-6010-451.74-10	COMPUTER PARKS & REC	2,323.94
	74418	111-7010-419.43-15	IT MONTHLY SERVICES	26,361.30
	74418	111-9010-419.43-15	IT MONTHLY SERVICES	26,361.30
	74368	111-9010-419.56-41	MONTHLY FEES AUG. 23	3,381.00
				\$58,427.54
LB JOHNSON HARDWARE CO.	128297	111-8020-431.61-20	SAND BAGS	118.19
	129239	111-8020-431.61-20	SUPPLIES FOR PW	66.77
	128212	111-8023-451.43-10	SUPPLIES PARK RESTROOM	27.36
	128267	111-8023-451.61-20	SUPPLIES SPLASH PAD	114.90
	128332	111-8024-421.43-10	SUPPLIES-PD RESTROOM	59.10
	128011	535-8016-431.61-45	SUPPLIES FOR PW	138.21
	128097	535-8090-452.61-20	SUPPLIES FOR PARKS	51.42
	128249	535-8090-452.61-20	SUPPLIES FOR PARKS	36.01
	128268	741-8060-431.43-20	PARTS FOR PW UNIT	38.55
	128031	741-8060-431.61-20	SUPPLIES FOR PW	56.92
				\$707.43
LIEBERT CASSIDY WHITMORE	241387	111-0220-411.32-70	LEGAL SERVICES APRIL	316.50
	246158	111-0220-411.32-70	LEGAL SERVICES JUNE	8,222.50
				\$8,539.00
LINDA V LEYVA	00152-001	111-9010-419.56-41	CITY WIDE PHOTOS SERVICES	2,950.00
				\$2,950.00
LOS ANGELES COUNTY CLERK'S OFFICE	09052023	111-8020-432.76-03	ATP CYCLE 5	75.00
	09052023	111-8020-432.76-03	CIP 2019-02	75.00
				\$150.00
LOS ANGELES COUNTY POLICE CHIEF ASN	09072023	111-7010-421.59-10	STRATEGIC PLANNING WORKSHOP	300.00
				\$300.00
LUXURY AUTO BODY	PW6023	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	7,697.50
	PW6024	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	1,716.16

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
				\$9,413.66
MARIO BOJORQUEZ	07102023	111-7010-421.59-10	MILEAGE REIMBURSEMENT	205.67
				\$205.67
MCA DIRECT	2023073	111-1010-411.61-20	LEGAL PAPER	123.71
				\$123.71
MERRIMAC ENERGY GROUP	2226381	741-8060-431.62-30	DIESEL FUEL PURCHASE	8,745.78
	2226560	741-8060-431.62-30	FUEL PURCHASE	26,369.24
				\$35,115.02
MIGUEL PAREDES	1	111-6010-451.60-11	PROFESSIONAL SVCS	15,000.00
				\$15,000.00
MODEL 1 COMMERCIAL VEHICLES	XA107001796:01	111-8085-431.43-21	PARTS FOR SHUTTLE	82.54
	XA128012770:01	111-8085-431.43-21	PARTS FOR SHUTTLE	113.19
				\$195.73
MOTOROLA SOLUTIONS, INC	8281699457	111-7010-421.73-10	SUPPLIES FOR POLICE DEPT	1,379.72
				\$1,379.72
NACHO'S LOCK & KEY SERVICE	180970	111-8022-419.43-10	REPAIR AT CITY HALL	120.00
				\$120.00
NATIONAL RECREATION AND PARK ASSN	388917	111-6010-451.64-00	PARKS AND REC MEMBERSHIP	180.00
				\$180.00
NEW CHEF FASHION INC.	1060137	111-7010-421.61-20	UNIFORMS FOR POLICE DEPT	99.20
	1062166	111-7010-421.61-20	POLO SHIRT FOR PD UNIFORM	99.20
				\$198.40
NORTH STAR LAND CARE	1601-588	535-8090-452.56-60	CONTRACTUAL SVCS	21,600.00
	1601-600	535-8090-452.56-60	CONTRACTUAL SERVICES	37,617.75
				\$59,217.75
O'REILLY AUTO PARTS	2959-353149	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	81.88
	2959-353152	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	333.12
	2959-353998	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	172.12
	2959-354943	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	302.54
	2959-357184	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	50.68
	2959-359898	111-7010-421.43-20	CAR PARTS FOR POLICE UNIT	88.19
	2959-353157	111-8010-431.61-20	SUPPLIES ST OPERATIONS	3.74
	2959-353668	111-8085-431.43-21	CAR PARTS FOR SHUTTLES	169.74
	2959-356344	111-8085-431.43-21	CAR PARTS FOR SHUTTLES	162.07
	2959-258236	741-8060-431.43-20	CREDIT MEMO	-34.35
	2959-258519	741-8060-431.43-20	PARTS FOR PW	160.98
	2959-258632	741-8060-431.43-20	CREDIT MEMO	-11.01
	2959-284932	741-8060-431.43-20	PD UNIT MAINTENANCE	74.72
	2959-284960	741-8060-431.43-20	CREDIT MEMO	-74.73
	2959-310879	741-8060-431.43-20	CREDIT MEMO	-191.00
	2959-349845	741-8060-431.43-20	PW SUPPLIES	55.24
	2959-350310	741-8060-431.43-20	PW SUPPLIES	27.43
	2959-353108	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	52.48

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
O'REILLY AUTO PARTS	2959-353165	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	15.41
	2959-354028	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	43.99
	2959-359894	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	102.31
				\$1,585.55
OK PRINTING DESIGN & DIGITAL PRINT	2959	111-6010-451.61-20	BUSINESS CARDS-PARK & REC	270.00
	2893	111-6010-466.55-56	SUMMER NIGHT FLYERS	190.00
				\$460.00
PACIFICA SERVICES INC.	346-13	221-8010-431.76-12	CIP 2021-01 SB1 CDBG	1,495.00
				\$1,495.00
PHONE SUPPLEMENTS INC.	128339	111-7010-421.61-20	COMMUNICATION CENTER	1,567.55
				\$1,567.55
QDOXS	IN53518	111-8020-431.43-05	PARTS FOR SHUTTLE	26.53
	IN53518	285-8050-432.43-05	XEROX COPIER CONTRACT	26.53
	IN53518	681-8030-461.43-05	XEROX COPIER CONTRACT	26.54
				\$79.60
R & A TANK TECHNOLOGIES LLC	072623-10	741-8060-431.43-20	INSPECTION FOR JULY 23	300.00
				\$300.00
R & R INDUSTRIES, INC.	649158	111-0110-411.56-19	SHIRTS FOR COUNCIL MEMBER	236.22
	650282	111-0110-411.56-19	SHIRTS FOR COUNCIL MEMBER	384.75
	650333	111-0110-411.56-21	SHIRTS FOR COUNCIL MEMBER	671.52
	649226	111-0110-411.56-25	SHIRTS FOR COUNCIL MEMBER	211.59
	649226	111-0110-411.56-26	SHIRTS FOR COUNCIL MEMBER	66.77
	649227	111-0210-413.59-15	SHIRTS FOR COUNCIL MEMBER	161.01
	649329	111-0210-413.59-15	SHIRTS FOR COUNCIL MEMBER	224.19
				\$1,956.05
REBECA MADRIGAL	08212023	111-7010-421.59-10	MILEAGE REIMBURSEMENT	129.69
				\$129.69
REXEL COMMERCIAL & INDUSTRIAL	S137359900.001	535-8016-431.61-45	ST LIGHTING SUPPLIES	869.82
	S137359900.002	535-8016-431.61-45	ST LIGHTING SUPPLIES	159.56
				\$1,029.38
RIVERSIDE COUNTY SHERIFF'S DEPT	08242023	111-7010-421.59-10	REGISTRATION CHECK	453.00
				\$453.00
ROHR STEEL INC	77791	111-8023-451.43-10	SUPPLIES FOR PARKS	1,085.96
				\$1,085.96
SAN BERNARDINO COUNTY SHERIFF DEPT	08232023	111-7010-421.59-10	PD TRAINING	573.00
				\$573.00
SANCHEZ AWARDS	2150	111-6010-451.56-41	EMPLOYEE PLAQUE	71.66
				\$71.66
SAUL RODRIGUEZ	08212023	111-7010-421.59-10	MILEAGE REIMBURSEMENT	83.84
				\$83.84
SMART & FINAL	3192200015702	111-7010-421.61-20	CONFERENCE ROOM SUPPLIES	93.68
	3192200017903	111-7010-421.61-20	SUPPLIES FOR CEREMONY	60.15
	34192200039201	111-7010-421.61-20	CONFERENCE ROOM SUPPLIES	19.99
				\$173.82

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SNAP-ON INCORPORATED	ARV58352499	741-8060-431.74-10	PURCHASE TRUCK SCANNER	4,614.29
	ARV58373164	741-8060-431.74-10	PURCHASE TRUCK SCANNER	1,136.24
	ARV58471776	741-8060-431.74-10	PURCHASE LATCH MACHINE	13,143.86
				\$18,894.39
SONSRAY MACHINERY, LLC	BP0011226	741-8060-431.43-20	PURCHASE MANUAL TRACTOR UNIT	2,310.68
				\$2,310.68
SOUTHERN CALIFORNIA EDISON	6/7/23 - 7/9/23	111-8022-419.62-10	ELECTRICAL SVCS VARIOUS LOCATION	3,640.90
	6/7/23 - 7/9/23	111-8023-419.62-10	ELECTRICAL SVCS VARIOUS LOCATION	12,288.02
	6/7/23 - 7/9/23	681-8030-461.62-20	ELECTRICAL SVCS VARIOUS LOCATION	29,582.27
	7/3/23-8/2/23	535-8016-431.62-10	ELECTRICAL BILL 6621 WILSON AVE	12.09
	7/7/23-8/3/23	221-8014-429.62-10	ELECTRICAL SVCS 55ST/PACIFIC	71.13
	7/3/23-8/2/23	111-8010-415.62-10	ELECTRICAL SVC VARIOUS CITY PARKING	687.38
	6/5/23-7/20/23	111-8022-419.62-10	ELECTRICAL BILL FOR COURT HOUSE	4,574.73
	7/7/23-8/3/23	111-7024-421.62-10	ELECTRICAL SVC 6542 & 6538 MILES AVE	14,464.35
				\$2,310.68
				\$2,310.68
SOUTHSTAR ENGINEERING & CONSULTING	COHP-CYCLE4-02	202-8080-431.76-21	CIP 2018-11 ATP CYCLE IV	38,237.25
	COHP-CYCLE4-03	202-8080-431.76-21	CONSTRUCTION SERVICES	38,185.00
				\$76,422.25
SPARKLETTS	19438227082323	111-9010-419.61-20	DRINKING WATER SVCS	519.06
				\$519.06
STACY MEDICAL CENTER	3160-51090	111-7010-421.56-41	PRE BOOKING EXAMS	253.00
				\$253.00
STANDARD INSURANCE COMPANY	3789170002	111-0000-217.50-70	LIFE INSURANCE SEPTEMBER	147.75
	378917001	111-0000-217.50-70	STANDARD LIFE INSURANCE SEPT	7,657.31
				\$7,805.06
SUPERION, LLC	391435	111-9010-419.43-15	FINANCIAL SYSTEMS	202.50
				\$202.50
T-MOBILE USA	7/21/23-8/20/23	111-5055-419.53-10	CODE ENFORCEMENT CELL PHONES	200.38
	08/21/2023	111-6010-451.56-41	MOBILE SERVICE FOR PARKS	551.71
	7/21/23-8/20/23	111-9010-419.53-10	CITY WIDE CELL PHONE CHARGES	548.72
				\$1,300.81
T2 SYSTEMS CANADA INC.	IRIS0000125211	111-5055-419.56-41	DIGITAL IRIS AUGUST 2023	2,370.00
	INVDC0000004991	111-8010-415.56-41	T2 DIGITAL USAGE	5.22
				\$2,375.22
THE HITT COMPANIES, INC	OE-122240	111-1010-411.54-00	CUSTOM ENGRAVED NAMES	56.35
	OE-121856	221-8014-429.61-20	TRAFFIC SIGN	64.56
				\$120.91
THORSON MOTOR CENTER	474435BUR	741-8060-431.43-20	CAR PARTS FOR PW UNT	46.60
				\$46.60
TIREHUB, LLC	36536981	111-7010-421.43-20	PURCHASE OF TIRES FOR PD	1,960.02
				\$1,960.02
TOWN HALL STREAMS	15086	111-1010-411.56-41	FACEBOOK LIVE	300.00
				\$300.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
TRIANGLE SPORTS	42088	111-6030-451.61-35	BASEBALL SUPPLIES	876.00
				\$876.00
U.S. ARMOR CORPORATION	43264	111-7010-421.73-10	BULLET PROOF VEST	388.41
	43291	111-7010-421.73-10	BULLET PROOF VEST	776.82
	43264	111-7030-421.56-41	BULLET PROOF VEST	388.41
				\$1,553.64
U.S. BANK EQUIPMENT FINANCE	510051501	111-0210-421.44-10	IBE DIGITAL FINANCING SEP	2,479.33
				\$2,479.33
ULINE	167630558	111-8010-431.61-20	PW SUPPLIES	884.92
				\$884.92
UNITED ROCK PRODUCTS	3288630	111-8010-431.61-20	SAND FOR SAND BAGS	1,118.33
				\$1,118.33
UPWARD SOLUTIONS	23-0805	111-5010-419.56-41	PROJECT ADVOCACY & LABOR	5,000.00
				\$5,000.00
VALLEY ALARM	1128892	111-8020-431.56-41	FIRE SECURITY ALARM SYSTEM	665.34
	1128892	111-8022-419.56-41	FIRE SECURITY ALARM SYSTEM	665.33
	1128892	111-8023-451.56-41	FIRE SECURITY ALARM SYSTEM	715.28
				\$2,045.95
VICTOR REYES ROSAS	9052023	111-0110-411.61-20	COUNCIL MEETING DINNER	265.99
				\$265.99
VISION SERVICE PLAN-CA	12147885	111-0000-217.50-30	VISION SERVICE PLAN SEPT	59.66
				\$59.66
VORTEX USA INC	56393	111-8023-451.61-20	SUPPLIES FOR SPLASH PAD	314.39
				\$314.39
WALTERS WHOLESALE ELECTRIC COMPANY	S123668244.001	221-8014-429.61-20	ELECTRICAL SUPPLIES	3,627.52
	S123668244.002	221-8014-429.61-20	SUPPLIES FOR PW	30.52
	S123668244.003	221-8014-429.61-20	SUPPLIES FOR PW	66.86
	S123737349.001	221-8014-429.61-20	SUPPLIES FOR PW	195.04
				\$3,919.94
WATER REPLENISHMENT DISTRICT OF	07312023	681-8030-461.56-41	GROUNDWATER PRODUCTION	105,936.12
				\$105,936.12
WEST GOVERNMENT SERVICES	848893542	111-7040-421.56-41	MONTHLY ONLINE LEGAL RESEARCH	1,716.80
				\$1,716.80
WEX BANK	91668690	111-7010-421.43-20	FUEL PURCHASE DEPT ISSUED	994.79
				\$994.79
XPRESS WASH INC	17448	741-8060-431.43-20	CAR WASH SVC JULY	1,452.00
	17480	741-8060-431.43-20	CAR WASH SERVICES	550.00
				\$2,002.00
YASMIN CRUZ	5217	111-6060-466.33-20	BALLET CLASSES	320.00
	5218	111-6060-466.33-20	BALLET CLASSES	160.00
	5219	111-6060-466.33-20	BALLET CLASSES	288.00
				\$768.00
				\$3,479,533.52

ITEM 3



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO PURCHASE REPLACEMENT BODY ARMOR, BALLISTIC HELMETS, RADIO COMMUNICATION HEADSETS, AND CHEMICAL AGENT (GAS) MASKS FOR THE SPECIAL EMERGENCY RESPONSE TEAM (SERT)

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize the expenditure of \$75,000.00 from account 111-7010-421.73-10 as partial funding; and
2. Approve an appropriation, not to exceed, of \$55,000.00 to account 111-7010-421.73-10, to close the funding gap; and
3. Approve a total expenditure, not to exceed, \$130,000.00 to purchase tactical equipment for the Special Emergency Response Team, and
4. Authorize the Chief of Police to purchase this equipment.

BACKGROUND

The mission of the Special Emergency Response Team (SERT) is to provide immediate response to specialized emergency situations involving law enforcement public safety incidents, which require highly trained sworn officers, careful tactical coordination, and specialized equipment beyond that of regular patrol forces. Formed to provide enhanced service and protection to the residents of Huntington Park, SERT executes arrest and search warrants in tactical fashion. SERT also responds to unforeseen high-risk and potentially violent situations within the city, including barricade situations and situations which involve armed and dangerous suspects. Additionally, SERT provides reciprocal mutual aid to law enforcement agencies in the Southeast area upon request.

CONSIDERATION AND APPROVAL TO PURCHASE REPLACEMENT BODY ARMOR, BALLISTIC HELMETS, RADIO COMMUNICATION HEADSETS, AND CHEMICAL AGENT (GAS) MASKS FOR THE SPECIAL EMERGENCY RESPONSE TEAM (SERT)

September 19, 2023

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During tactical operations SERT officers require tactical body armor and ballistic helmets capable of stopping high-caliber rounds and offering more coverage than the standard body armor (vest) worn daily by patrol officers. The body armor currently utilized was purchased in 2013 and the manufacturer's warranty has expired. Additionally, the current ballistic helmets, radio communication devices, and chemical agent (gas) masks are also expired or outdated and are no longer suitable for service. Depending on various factors, uniforms and equipment associated with SERT should be replaced every three to five years.

RECOMMENDATION

The staff is recommending approval of this item to replace the noted tactical equipment. All the selected equipment and radio communication technology are highly rated and are used by large SWAT organizations such as the Los Angeles Police Department Special Weapons and Tactics (S.W.A.T.), Los Angeles County Sheriff's Department Special Enforcement Bureau (S.E.B.), and our neighboring city Bell Gardens Police Department Special Operations Team (S.O.T.). SERT is a collateral assignment for officers who are part of the team. SERT officers receive no additional pay or allowance for equipment needed to be part of SERT. The following equipment is recommended for purchase:

- 15 Tactical Vests
- 15 Tactical Ballistic Helmets
- 15 Radio Communication Headsets
- 15 Chemical Agent (gas) Masks

PROCUREMENT PROCESS

StrandHogg Body Armor and the Wendy Exfil ballistic helmets were selected after several different vests and helmets from other manufacturers were demonstrated and researched by our Special Emergency Response Team (SERT) members. First Spear StrandHogg Body Armor and Wendy Exfil ballistic helmets are fitted to the individual SERT officer to include arm and groin protection. Additionally, this body armor has unique technology, allowing the vest to be quickly and easily customized based on the duties and responsibilities of officers on the team. This equipment is unique based on its quality, durability, and fitness.

Staff acknowledges that the City's procurement protocol mandates the solicitation of three bids for purchases of this kind. Nevertheless, in the case of ballistic vests and

CONSIDERATION AND APPROVAL TO PURCHASE REPLACEMENT BODY ARMOR, BALLISTIC HELMETS, RADIO COMMUNICATION HEADSETS, AND CHEMICAL AGENT (GAS) MASKS FOR THE SPECIAL EMERGENCY RESPONSE TEAM (SERT)

September 19, 2023

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helmets, it's important to note that First Spear of California, LLC stands as the exclusive supplier of StrandHogg Body Armor and the Wendy Exfil ballistic helmets to law enforcement agencies within California. In light of this exclusivity, staff proposes for First Spear of California, LLC be regarded as the sole source option for acquiring this equipment.

The formal bid process was conducted for the gas masks and the communication devices, and three purchase quotes were obtained from three separate vendors, including First Spear of California, LLC. Expanded bid information is attached for further review.

Company	Gas Mks Price Quote	Communication Devices Price Quote
First Spear of California, LLC	\$21,884.63	\$15,214.50
The Vest Man	\$24,718.05	\$16,702.88
Deputy Direct	\$23,880.93	\$17,059.01

FISCAL IMPACT/FINANCING

The total fiscal impact for this requested expenditure is not to exceed \$130,000 to be drawn from account number 111-7010-421.73-10 / Capital Outlay Equipment. The police department budgeted \$75,000 to this account in the current FY 23-24 budget and an additional appropriation, not to exceed amount, , \$55,000 is requested.

Item	Cost
15 Body Armor (Vests)	\$65,681.44
15 Ballistic Helmets	\$25,403.45
15 Chemical Agent (gas) Masks	\$21,884.63
15 Radio Communication Devices	\$15,214.50
Total:	\$128,184.02

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,

CONSIDERATION AND APPROVAL TO PURCHASE REPLACEMENT BODY ARMOR, BALLISTIC HELMETS, RADIO COMMUNICATION HEADSETS, AND CHEMICAL AGENT (GAS) MASKS FOR THE SPECIAL EMERGENCY RESPONSE TEAM (SERT)

September 19, 2023

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RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENT(S)

- A. F.S.O.C. LLC Sole Source Vendor Letter for Ballistic Vests
- B. F.S.O.C. LLC Vest Quote
- C. F.S.O.C. LLC Helmet Quote
- D. F.S.O.C. LLC Gas Mask Quote
- E. The Vest Man Gas Mask Quote
- F. Deputy Direct Gas Mask Quote
- G. F.S.O.C. LLC Headsets and Microphone Quote
- H. The Vest Man Headsets and Microphone Quote
- I. Deputy Direct Headsets and Microphone Quote

ATTACHMENT "A"



August 17, 2023

Lt. Jesus Gutierrez
Huntington Park Police Department
464 N. Rexford Dr.
Beverly Hills, CA 90210

Dear Lt. Gutierrez:

FirstSpear LLC manufactures premium tactical vests and equipment servicing the needs of law enforcement, government, military, and security professionals worldwide. We offer a complete line of tactical, concealable, hard armor, and load bearing carriers to cover your departmental needs. FirstSpear firmly believes that there needs to be a benefit for your agency to consider our products. That's why we strive to exceed customer expectations based on performance, quality, and service.

FirstSpear, LLC is the sole manufacturer of the StrandHogg .v3 SAPI plate carrier system. The StrandHogg .v3 features the patented Tubes emergency release system, U.S. Patent 10051984, designed to provide the user with the option of releasing the carrier in the waist and at the top of the shoulders in the event of an emergency. The common release mechanisms found in most releasable carriers typically utilize a variety of cables, routed through a complex maze or channels that when assembled correctly, are clumsy, heavy, awkward and difficult to reassemble. When assembled incorrectly, the results can be catastrophic.

Also, the StrandHogg .v3 utilizes our patented, modular 6/12 platform technology and pocket attachment system, U.S. Patent 9974379, eliminating the need for traditional molle webbing. Removing the webbing reduces the weight of the vest by up to 50% compared to traditional tactical carrier designs and provides the operator with a lower profile, increases mobility and is less susceptible to snagging.

This letter certifies that F.S.O.C. LLC is the sole and exclusive provider to law enforcement agencies for FirstSpear LLC in California. If you have any questions or need any additional assistance, please do not hesitate to contact me at the number below.

Sincerely,

Blake Tucker,
Director of Business Development

ATTACHMENT "B"

F.S.O.C. LLC

803 Eucalyptus Dr
El Segundo, CA 90245 US
fsocllc@gmail.com

**F.S.O.C.**

Estimate

ADDRESS

Huntington Park Police
Department
6542 Miles Ave,
Huntington Park CA 90255

SHIP TO

Huntington Park Police
Department
6542 Miles Ave,
Huntington Park CA 90255

ESTIMATE # 2138**DATE 07/25/2023**

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Plate Carrier	FirstSpear StrandHogg SAPI .V3 w/Flex IIIA soft armor cummerbund	15	1,295.00	19,425.00T
Shoulder Pads	FirstSpear Mass Shoulder w/Flex IIIA	15	245.00	3,675.00T
Bicep Adapters	FirstSpear Bicep Tube Quick Detach	15	30.00	450.00T
Biceps	FirstSpear Mass Biceps w/Flex IIIA	15	479.00	7,185.00T
Throat	FirstSpear Mass Throat w/Flex IIIA	15	185.00	2,775.00T
Collar	FirstSpear Mass Collar w/Flex IIIA	15	185.00	2,775.00T
Pouch	FirstSpear QD Gas Mask Pouch	15	85.00	1,275.00T
Pouch	FirstSpear Radio Pouch (Ragnar or Standard)	20	35.00	700.00T
Rifle Plate	Dayton Armor Level III ICW IIIA 10X13	30	585.00	17,550.00T
Identifier	FirstSpear 2x4 LE Identifier "POLICE"	15	12.00	180.00T
Identifier	FirstSpear 3x8 LE Identifier "POLICE"	15	15.00	225.00T
Pouch	FirstSpear "Dangler" style med/general purpose pouch	15	129.00	1,935.00T
Soft Armor	FirstSpear Flex IIIA insert for "Dangler" med/general purpose pouch	15	95.00	1,425.00T

SUBTOTAL

59,575.00

TAX

6,106.44

TOTAL

\$65,681.44

Accepted By

Accepted Date

ATTACHMENT "C"

F.S.O.C. LLC

803 Eucalyptus Dr
El Segundo, CA 90245 US
fsocllc@gmail.com



F.S.O.C.

Estimate

ADDRESS

Huntington Park Police
Department

SHIP TO

Huntington Park Police
Department

ESTIMATE # 2305

DATE 07/25/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Helmet	Team Wendy Exfil Ballistic SL Helmet, Black	15	1,537.50	23,062.50
SUBTOTAL				23,062.50
TAX				2,190.95
SHIPPING				150.00
TOTAL				\$25,403.45

Accepted By

Accepted Date

ATTACHMENT "D"

F.S.O.C. LLC
803 Eucalyptus Dr
El Segundo, CA 90245 US
fsocllc@gmail.com



Estimate

ADDRESS

Huntington Park Police
Department
6542 Miles Ave
Huntington Park, CA 90255

SHIP TO

Huntington Park Police
Department
6542 Miles Ave
Huntington Park, CA 90255

ESTIMATE # 2181**DATE 07/28/2023**

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Gas Mask	Avon C50 CBRN Twin Port Gas Mask 70501	15	405.00	6,075.00T
Outsert	Avon Clear Outsert Assembly 70501-156	17	70.00	1,190.00T
Filters	Avon CTCF50 Riot Agent Canister (Pack of 4) 72606-3	5	195.00	975.00T
Voice Projection Unit	Avon Voice Projection Unit w/Microphone Assembly 71601-11	15	559.00	8,385.00T
Adapter Kit	Avon 4-Pin "Y" Cable Mask Adapter 15"606744	15	215.00	3,225.00T
SUBTOTAL				19,850.00
TAX				2,034.63
TOTAL				\$21,884.63

Accepted By

Accepted Date

ATTACHMENT "E"

THE VEST MAN

3940 Marine Avenue

Suite D

Lawndale, CA 90260

Estimate

Date	Estimate #
8/1/2023	482

Name / Address
Lt Jesus Gutierrez Huntington Park Police 6542 Miles Ave, Huntington Park CA 90255

			Project
Description	Qty	Rate	Total
Avon C50 CBRN Twin Port Gas Mask 70501	15	450.00	6,750.00T
Outset - Avon Clear Outsert Assembly 70501-156	17	85.00	1,445.00T
Filters - Avon CTCF50 Riot Agent Canister (Pack of 4) 72606-3	5	220.00	1,100.00T
V.P.U. - Avon Voice Projection Unit w/Microphone Assembly 71601-11	15	650.00	9,750.00T
Adapter Kit - Avon 4-Pin "Y" Cable Mask Adapter 15"606744	15	225.00	3,375.00T
		Subtotal	\$22,420.00
		Sales Tax (10.25%)	\$2,298.05
		Total	\$24,718.05

Phone #
310.864.1567

E-mail	Web Site
john@thevestman.com	www.thevestman.com

ATTACHMENT "F"



DEPUTY DIRECT.COM



YOUR ON-LINE RESOURCE FOR ALL YOUR LAW ENFORCEMENT NEEDS

908 INDIANA, SUITE 6, LAWRENCE, KANSAS 66044 913.717.9911

Customer ID: HPPDCA

Quote To:

Huntington Park PD
Attn: Lt. Jesus Gutierrez
6542 Miles Ave
Huntington Park, CA 90255

QUOTE DATE	QUOTE #	SALES REP	FOB	SHIP VIA	TERMS	Tax ID
7/25/23	4	ZN	Yes	GROUND	30 Days	

#	Item Number	Description	Unit Price	Total
15		Avon C50 Gas Mask #70501	\$466.00	\$6,990.00
15		Avon Clear Outsert Assembly #70501-156	\$90.00	\$1,350.00
5		Avon CTCF50 Riot Agent Canister (Pack of 4	\$195.00	\$975.00
		#72606-3		
15		Avon Voice Projection Unit w/Microphone	\$588.00	\$8,820.00
		Assemble #71601-11		
15		Avon 4-Pin "Y" Cable Mask Adapter 15 inch	\$229.00	\$3,435.00
		#606744		

Comments

Sub-Total	\$21,570.00
Tax	\$2,210.93
MISC	\$0.00
Shipping	\$100.00
BALANCE DUE	\$23,880.93

**At Deputy Direct
We Appreciate Your Business**

ATTACHMENT "G"

F.S.O.C. LLC

803 Eucalyptus Dr
El Segundo, CA 90245 US
fsocllc@gmail.com



F.S.O.C.

Estimate

ADDRESS

Huntington Park Police
Department
6542 Miles Ave
Huntington Park, CA 90255

SHIP TO

Huntington Park Police
Department
6542 Miles Ave
Huntington Park, CA 90255

ESTIMATE # 2182

DATE 07/25/2023

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Headset	PELTOR COMTAC V HEADSET W/ MIC BLK	15	920.00	13,800.00T
SUBTOTAL				13,800.00
TAX				1,414.50
TOTAL				\$15,214.50

Accepted By

Accepted Date

ATTACHMENT "H"

THE VEST MAN

3940 Marine Avenue
Suite D
Lawndale, CA 90260

Estimate

Date	Estimate #
7/26/2023	481

Name / Address
Lt Jesus Gutierrez Huntinton Park Police 6542 Miles Ave, Huntington Park CA 90255

			Project
Description	Qty	Rate	Total
PELTOR COMTAC V HEADSET W/ MIC BLK	15	1,010.00	15,150.00T
		Subtotal	\$15,150.00
		Sales Tax (10.25%)	\$1,552.88
		Total	\$16,702.88

Phone #
310.864.1567

E-mail	Web Site
john@thevestman.com	www.thevestman.com

ATTACHMENT "I"



DEPUTY DIRECT.COM



YOUR ON-LINE RESOURCE FOR ALL YOUR LAW ENFORCEMENT NEEDS

908 INDIANA, SUITE 6, LAWRENCE, KANSAS 66044 913.717.9911

Customer ID: HPPDCA

Quote To:

Huntington Park PD
Attn: Lt. Jesus Gutierrez
6542 Miles Ave
Huntington Park, CA 90255

QUOTE DATE	QUOTE #	SALES REP	FOB	SHIP VIA	TERMS	Tax ID
7/25/23	1	ZN	Yes	GROUND	30 Days	

#	Item Number	Description	Unit Price	Total
15		Peltor Comtac V Headset w/mic, black	\$1,027.00	\$15,405.00

Comments

Sub-Total	\$15,405.00
Tax	\$1,579.01
MISC	\$0.00
Shipping	\$75.00
BALANCE DUE	\$17,059.01

***At Deputy Direct
We Appreciate Your Business***

ITEM 4



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

APPROVE DONATION OF A POLICE SERVICE DOG FOR NARCOTICS DETECTION AND SUSPECT APPREHENSION

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize the City Manager to receive a Police Service Dog (PSD) for narcotics detection and suspect apprehension from Adlerhorst International, LLC.; and
2. Authorize the Chief of Police to take physical possession of the Police Service Dog and assign the canine to the police department's Patrol Division K9 program for police service in the community.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

The police department intends to release PSD "Ox" from the Huntington Park Police Department K9 program. PSD Ox did not meet the high standards of training and service that are expected of a PSD for the Huntington Park Police Department.

Adlerhorst International, LLC is a leader in police service canine training in California, as well as canine handler training courses and on-going maintenance training. Adlerhorst International, LLC wishes to donate PSD "Doc" (formerly named Huub) to the City of Huntington Park. Doc is valued at \$12,300.00, once fully trained for police service.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with accepting the donation of PSD Doc from Adlerhorst International, LLC.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

**APPROVE DONATION OF A POLICE SERVICE DOG FOR NARCOTICS
DETECTION AND APPREHENSION**

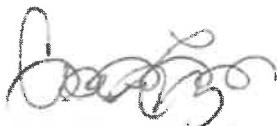
September 19, 2023

Page 2 of 2

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ricardo Reyes', with a stylized, flowing script.

RICARDO REYES
City Manager

A handwritten signature in black ink, appearing to read 'Cosme Lozano', with a stylized, flowing script.

COSME LOZANO
Chief of Police

ATTACHMENTS

A. Adlerhorst Donation Letter

ATTACHMENT "A"



ADLERHORST INTERNATIONAL, LLC.

3951 Vernon Avenue * Jurupa Valley, CA 92509

Tel: (951) 685-2430 * Fax: (951) 685-3630 * Email: office@Adlerhorst.Com
www.Adlerhorst.com

To Whom it may concern:

Adlerhorst International LLC is donating K9 Huub born April 2, 2021 to Huntington Park Police Department on August 15, 2023.

Huub is valued at \$12,300.

Sincerely

Veronique Reaver

Secretary of Treasury

ITEM 5



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Honorable Mayor and Members of the City Council:

CONSIDERATION AND AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CUSTOM STACK LLC FOR LAST MILE GRANT DEVELOPMENT.

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize a Professional Services Agreement with Custom Stack LLC in the amount of \$26,900; and
2. Authorize the City Manager to prepare and execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Gateway Cities Council of Governments (COG) has developed a regional broadband master plan that will bring a high-speed fiber optic network into the 26 Cities in the COG. The master plan is to provide each City Hall to be serviced by fiber optic lines from two directions for system redundancy. The COG has subsequently reached out to the City of Huntington Park to gain concurrence for the proposed fiber route. The Route is along the streets of Santa Fe, Gage, Miles, and Florence. This phase of work for the backbone network is phrased "middle mile". The COG is now applying to the State for the construction funding to install the fiber optic backbone in the City. If successful, the City will receive nearly \$3 million dollars in fiber construction improvements with no funding required from the City.

Once the fiber backbone is installed, a local agency can then work with partners to install a system that would connect to the backbone for low cost internet service in all neighborhoods in Huntington Park. This phase is termed "last mile". As such, staff has reached out to a professional firm (Custom Stack LLC) that has success in applying for grant funding for the last mile portion of the work. The cost to prepare the grant application to the State is \$29,900. This would include the technical support, documents and grant application to be submitted.

CONSIDERATION AND AUTHORIZATION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CUSTOM STACK LLC FOR LAST MILE GRANT DEVELOPMENT.

September 19, 2023

Page 2 of 2

FISCAL IMPACT/FINANCING

The costs associate with this project will be allocated out of existing approved funds from the City Manager's contract services account #111-0210-413.56-41

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
City Manager

A handwritten signature in black ink, appearing to read 'Steve Forster', with a stylized flourish at the end.

STEVE FORSTER
Community Development Director

Attachment "A" Draft Professional Service Agreement
Attachment "B" Custom Stack LLC Proposal

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT

"Attachment A"

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **19th day of September, 2023** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Custom Stack LLC Consultants Hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "B"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement shall commence on **September 19, 2023 to June 30, 2024**. It is the CONTRACTOR'S responsibility to request an extension at least (2) weeks in advance of the expiration of term of the Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "B"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$29,900** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.
- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Interim Director of Community Development (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this

Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are

material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers,

employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and CONTRACTOR dual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY'S ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY'S financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials,

officers, employees, agents and volunteers.

- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:
- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date

by which the Event of Default shall be cured, which shall not be less than

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the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY'S discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any

undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.

- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY'S ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY'S exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Custom Stack LLC
250 E 1st Street, Suite 1400
Los Angeles, Ca 90012
Attn. Melissa Noriego

CITY:

City of Huntington Park
6550 Miles Avenue
Huntington Park, Ca 90255
Attn. Ricardo Reyes, City Manager
Phone: (323) 582-6161

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the

Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, 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 member, 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.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

CONSULTANT, INC.:

By: Ricardo Reyes
City Manager

By: Melissa Noriego

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

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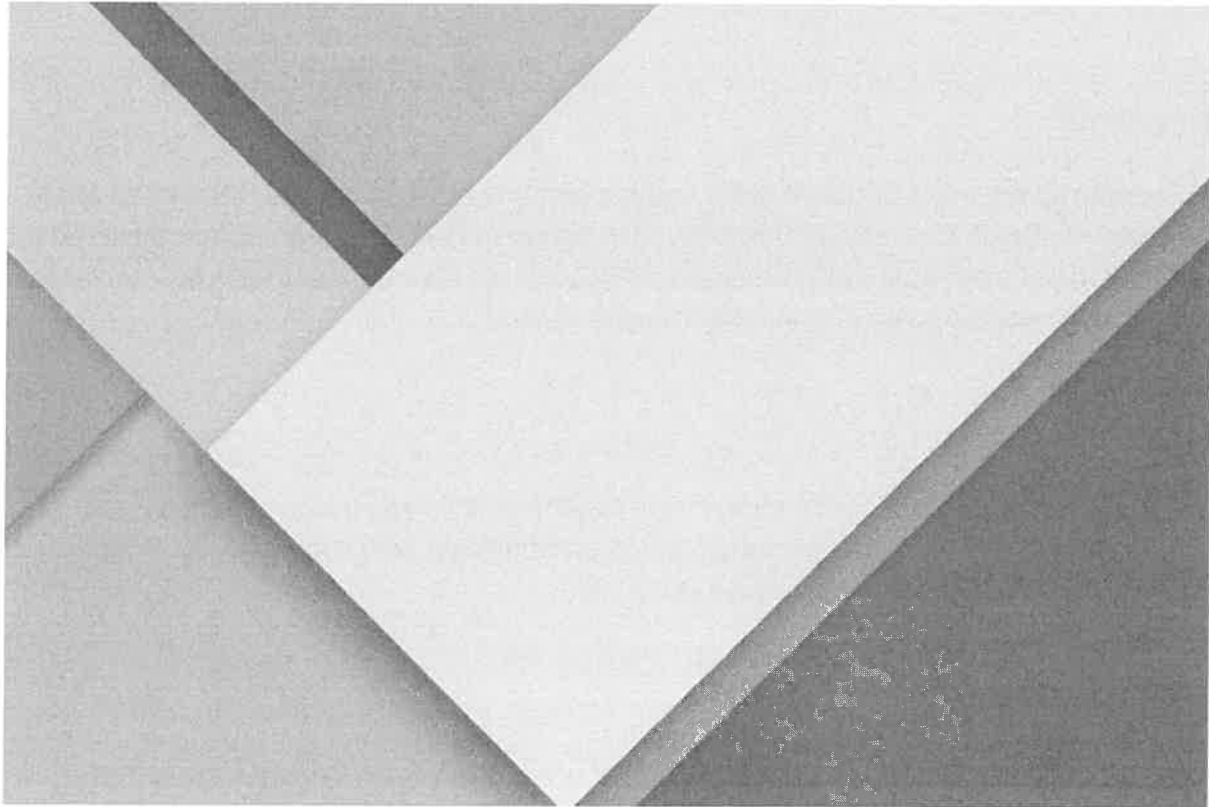
EXHIBIT "B"

SCOPE OF WORK

CUSTOM STACK LLC PROPOSAL

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ATTACHMENT "B"



City of Huntington Park

Last Mile Grant Development

09.13.2023

Melissa Noriego, CEO and Grant Developer
Custom Stack LLC
950 Barnett Way #6
Madera, CA 93637

Overview

This proposal outlines the deliverables needed and the associated costs required to apply for Last Mile funding on behalf of the City of Huntington Park. This grant is administered by the California Public Utilities Commission (CPUC) to fund fiber buildout for residents living in disadvantaged areas with unreliable internet access.

Goal

1. To develop and submit a competitive CPUC Last Mile application for the City of Huntington Park through research and collaboration with experts in CEQA/NEPA and broadband engineering/construction.

Methodology

In close cooperation with the CPUC, The City of Huntington Park's City Manager's Office, and the experts noted above, Custom Stack LLC's CEO and Grant Developer will develop the grant application per the grant guidelines published by the CPUC. Submittal of the grant application will occur before or by the deadline Sep 29, 2023 at 4:00 p.m. PST.

Project Time

Sep 20, 2023 - Sep 29, 2023

Project Cost Breakdown

I. Grant Development and Project Management

To be performed by Custom Stack LLC: \$7,500.00

- Coordinate all subcontractors and consultants required to complete.
- Work collaboratively with the City Manager's Office to gather required documentation.
- Produce a competitive grant proposal on behalf of the City of Huntington Park and submit before the deadline as detailed above.

II. CEQA Attestation

To be performed by Rush Environ: \$2,400.00

- Research and Review of the Project Materials
- Preparation of the CEQA Checklist
- Preparation of the CalEEMod Air Quality and Greenhouse Gases Analysis
- Preparation of the VMT Analysis for Traffic-related impacts

III. Engineering & Construction Planning

To be performed by WideBand Group and Broadband Engineering: \$17,000

- Identify any risks and circumstances that may impact the Fiber to the Home (FTTH) deployment.
- Create a deployment and business strategy that will provide the quickest path to capturing revenue while reducing deployment costs.
- Provide a budgetary cost estimate for both construction and service provisioning on the new network
- Mapping of all utility poles necessary to deploy aerial fiber infrastructure.
- Cost estimates for fees, equipment, materials and labor.
- Development of an all encompassing narrative to describe feasibility and deployment of the project.

Total Project Cost: \$26,900.00

Project Benefits

If CPUC grant is awarded, this grant will fund the construction costs associated with building out fiber internet connectivity to qualified areas of the city. See the image below (Exhibit A) for a preview of what areas are qualified for buildout under this grant opportunity.

Furthermore, the City is not required to provide a matching amount and will have a revenue source as a municipal Internet service provider post-buildout.

Custom Stack LLC Qualifications

Since 2019 CEO and Grant Developer Melissa Noriego has secured more than **\$40,000,000.00** in grant funding on behalf of her clients.

Notable municipal funding that has been awarded to cities in California due to Noriego's work includes:

\$13,500,000.00 through California Department of Housing and Community Development

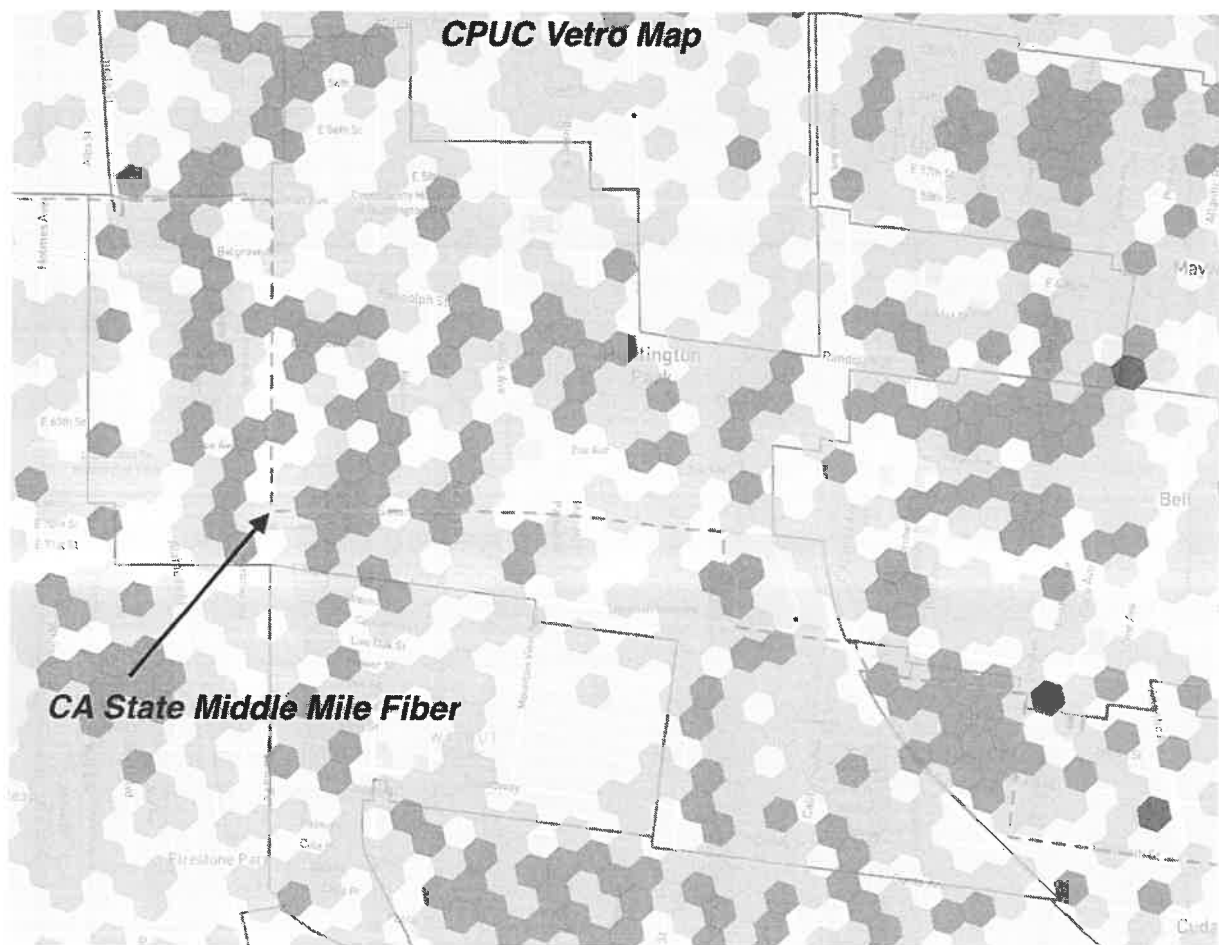
\$14,500,000.00 through United States Department of Agriculture

She regularly works to secure grant funding for municipalities, community-based organizations, and for-profit entities working to further equitable outcomes for all California residents.

She has worked with such cities as San Juan Bautista, Vallejo, Parlier, Vacaville, Newman, and Hollister.

Exhibit (A)

Qualified Census locations for the Grant



Application Process

The CPUC will accept applications until 4 p.m. PDT on September 29, 2023. There are multiple steps in the application process, which are:

Federal Funding Account

Application Steps

Step 1: Review the [Federal Funding Account](#) website

(You are here)

Step 2: Explore the [Public Map](#)

Step 3: Visit the [Application Resources Page](#)

Step 4: [Register](#) for the Applicant Tool

Step 5: Design and save your draft project
in the Applicant Tool

Step 6: Apply in the [Broadband Grant Portal](#)

Then...

Connect California!

ITEM 6



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Honorable Mayor and Members of the City Council:

CONSIDERATION AND AUTHORIZATION TO EXECUTE AN AGREEMENT WITH CROWN CASTLE FIBER FOR INTERNET SERVICES RELATED TO THE CITYWIDE WIFI PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize an Agreement with Crown Castle Fiber in the amount of \$16,200 per month for 36 Months; and
2. Authorize the City Manager to prepare and execute the agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 6, 2023, at the regularly scheduled City Council Meeting, City Council approved an agreement with LAN WAN Enterprise (LAN WAN) for a pilot project that would deliver internet services within the City to residents who do not have access to internet due to economic conditions or otherwise not served by internet providers at a reasonable cost. The project is now in the initial stages of development. As such, the project requires various connection nodes to a fiber network system. LAN WAN has reached out to internet providers to secure a fiber internet system that would provide the needed connectivity. Crown Castle is a well-established provider of fiber internet services and hold a contract with the United States General Services Administration (GSA). The GSA lists Crown Castle under technology contract number GS-35F-465DA. This allows governmental agencies the opportunity to access Crown Castle's services through the multiple award schedules (MAS) program.

The Crown Castle fiber network system will improve internet connectivity at City Hall and the Police Department via a 70gbs service. This larger connectivity will also increase speed and allow for the expanded use of the system to provide the needed capabilities of the Citywide WiFi project.

**CONSIDERATION AND AUTHORIZATION TO EXECUTE AN AGREEMENT WITH
CROWN CASTLE FIBER FOR INTERNET SERVICES RELATED TO THE CITYWIDE
WIFI PROJECT.**

September 19, 2023

Page 2 of 2

FISCAL IMPACT/FINANCING

The costs associate with this project will be allocated out of existing approved funds for information and technology services.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Community Development Director

Attachment "A" Crown Castle Proposal
Attachment "B" Crown Castle GSA Schedule

ATTACHMENT “A”



Life connects
here.



9/14/2023

City of Huntington Park

Stephen Maciel
Partner Channel Manager
(213) 604-3204
Stephen.maciel@crowncastle.com

CROWN CASTLE FIBER
624 S Grand Ave
Suite 2500
Los Angeles CA 90017
Fiber@CrownCastle.com



Company Overview

Crown Castle Fiber LLC is a wholly-owned subsidiary of Crown Castle International Corp., an S&P 500 company that is dedicated to long-term ownership and operation of communications infrastructure. Crown Castle owns and operates approximately 40,000 cell towers and 85,000 route miles of fiber supporting small cells and fiber solutions across every major US market. This nationwide portfolio of communications infrastructure connects cities and communities to essential data, technology and wireless service – bringing information, ideas and innovations to the people and businesses that need them. Custom built networking solutions tailored to specific customer needs enable the highest levels of diversity, security, and protection

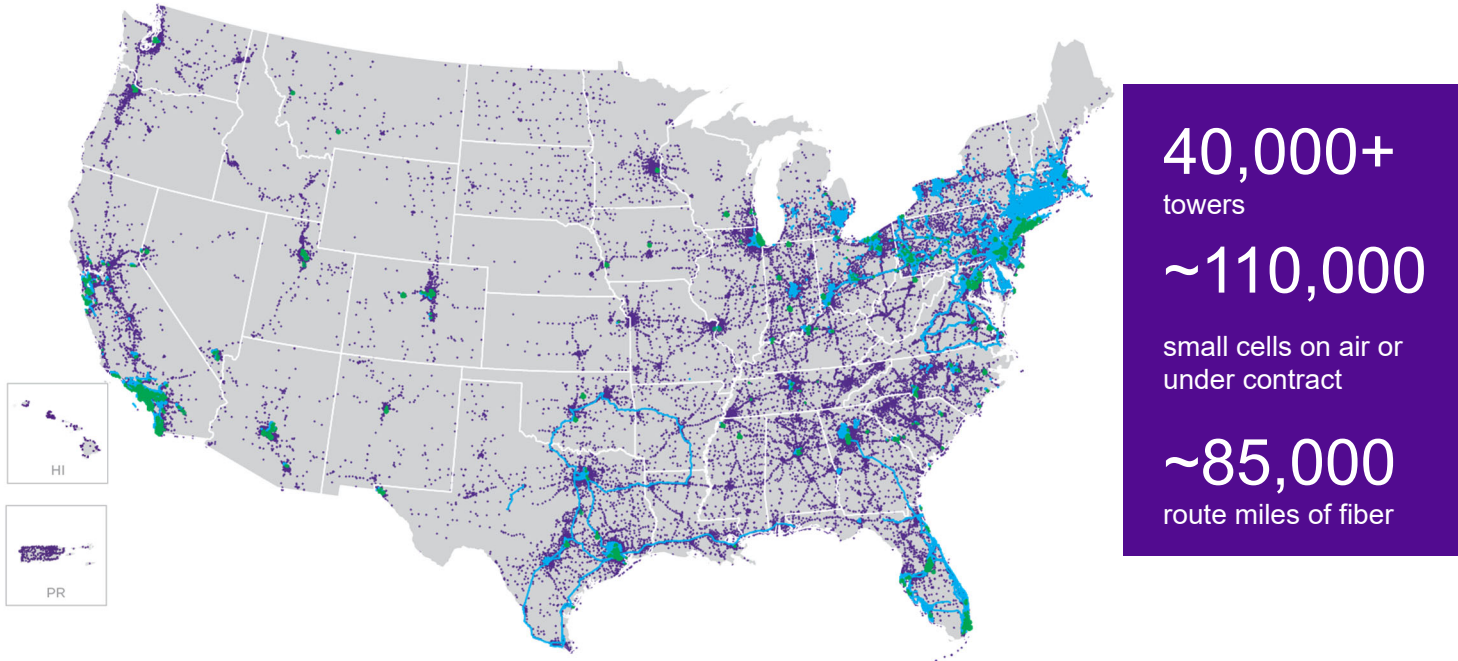
Crown Castle Fiber is a fiber solutions provider with over a 25-year history of owning and operating communications infrastructure across the country. We work closely with our customers to build a solution that allows them to run their organizations today, while setting the stage for tomorrow's most transformative innovations. Through organic growth, strategic mergers and acquisitions, and an unwavering commitment to customer support and satisfaction, Crown Castle Fiber has positioned itself as a top provider of mission critical networking and broadband services utilizing end-to-end fiber connectivity.

Crown Castle Fiber's network also offers unparalleled local density and route diversity. Crown Castle Fiber is also proud to be one of the only fiber providers who can operate in the power space and diverse power line routes throughout most of our footprint. This makes it possible for customers to have diverse routing for their mission critical services. Crown Castle Fiber offers customers a complete suite of fiber-based networking solutions including Dark Fiber, Ethernet, Wavelengths, SONET, Video, Internet Access, and Collocation.

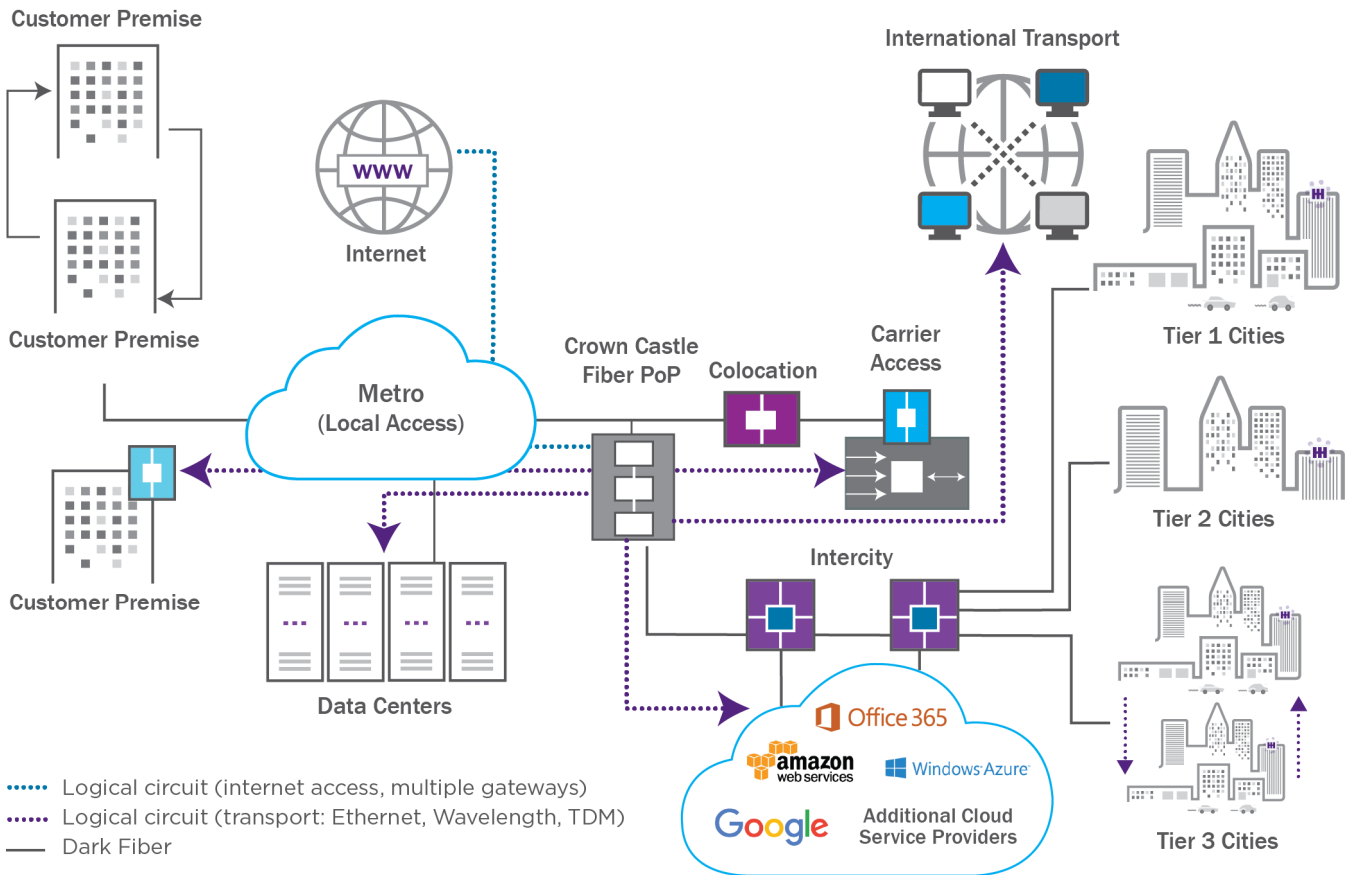
Crown Castle Fiber is committed to providing exceptional support and care to customers while ensuring industry-leading levels of service and reliability for their networks. At a time when the fiber industry is going through great changes, we are committed to being a dependable, stable partner that you can count on. Since we own our entire fiber network, we are directly invested in its integrity and can provide faster response times and issue resolution.

- **Expertise:**
 - We provide customized fiber solutions for customers across the United States, including the top 50 markets in the country.
- **Consultation:**
 - We take the time to carefully consider all your needs and deliver a solution that meets your business requirements and opens up new opportunities.
- **Service:**
 - We have locally based service teams available to you whenever you need them, and with our around-the-clock Network Operations Center, you can be sure your network will always be in good hands.
- **Streamlined solution:**
 - With a single point of contact, you'll always know who to reach out to for all of your network needs.

Crown Castle Fiber



How it all works together



Internet Access

Product Overview

Our enterprise-class fiber optic Internet Access keeps you connected to the outside world while supporting mission-critical applications. Perfect for businesses and organizations, such as school districts, our high-performance internet offering connects your locations efficiently and affordably.

With high-speed connections to key peering points and data centers, we deliver a reliable and scalable solution with optional capabilities such as bursting, high-availability connectivity, or sharing IP access over a Wide Area Network (WAN).

Key benefits

Speed: High-speed fiber optic connection delivered directly to your business, data center or PoP.

Scalability: Increase your bandwidth connection as your business grows.

Reliability: Direct connection to our robust and diverse fiber network, with additional protection options.

Service: Network Operations Center providing proactive traffic monitoring and technical support 24/7 -- never outsourced.

Features

- Switched Robust metro and backbone network infrastructures
- Multiple and geographically diverse peering connections ensures reliable access points to the internet
- Bandwidth rates from 10Mbps up to 10Gbps
- Option to burst above subscribed bandwidth rates when needed
- IPv6-compatible, dual stack connection capable

Dark Fiber

Product Overview

Dark Fiber is a high-capacity network solution for those who need unlimited bandwidth, complete service control, and total reliability. We offer a variety of connectivity options from individual strands of fiber to complex multi-site designs customized for you. For 25 years, we've built Dark Fiber networking solutions for customers across a wide variety of industries—working closely with them to meet their needs through our dense, nationwide fiber footprint.

Key benefits

Control: Design, build and plan the evolution of your own network while managing budget and project costs according your business growth. You have the freedom to select technologies and equipment used, on your timeline.

Security: With private physical network infrastructure on your own dedicated strands of fiber, you can maximize your security.

Scalability: With unlimited bandwidth capabilities you have the ability to easily scale your network depending on the needs of your organization.

Features

- Switched Full access to approximately 80,000 route miles of fiber
- 32,000+ on-net buildings
- 900+ connected data centers, PoPs, and Cos
- Multi-site designs customized for you
- Access to unique fiber assets, routes and secure rights-of-way
- 25 years of experience building and maintaining fiber networks for over 8,000 customers
- Locally based service teams are available to you whenever you need them

Network Management Services for Monitoring and Alerting

Geographic Diverse Locations

Generator & UPS Protected Facilities

On-Net Network Connectivity

- Boxborough, Massachusetts
- Melville, New York
- Rochester, New York

Trouble Ticket Management

- 24x7 Onsite Management Support
- Tier I & II Troubleshooting
- Incident Management
- Customer Communications & Escalations
- Technical Support Engineers
- Tier III Troubleshooting
- Vendor TAC Engagement
- Engineering Engagement

Network Operations Center Systems and Tools

IBM Tivoli NETCOOL Network Management System

- Automation & Enhancements
- Alarm Filtering
- Alarm Enrichment
- Backbone Topology MAPS
- Customizable, dedicated customer alarm views

Microsoft Dynamics CRM Ticketing System

- Automation & Enhancements
- Automatic Notification upon ticket creation
- Standardize Templates for Communication
- Automatic Ticket Assignments
- Automated management escalation of unresolved Trouble tickets.

Your Dedicated Team of Fiber Experts

Sales

Stephen Maciel

Partner Channel Manager

(213) 604-3204

Stephen.maciel@crowncastle.com

Roland Saenz

Fiber Sales Director, Channel

(949) 383-1922

roland.saenz@crowncastle.com

Roger Paschal

VP Channel Sales

(614) 269-5778

roger.paschal@crowncastle.com

Sales Engineering

Nate Dandridge

Sr Sales Engineer

(925) 701-7201

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Jon Murphy

Manager Sales Engineering

(614) 269-5776

jon.murphy@crowncastle.com

Meghan Thompson

Sales Engineering Director

(845) 458-7702

meghan.thompson@crowncastle.com

Client Services

Ivana Cardona

Client Services Manager

(786) 701-7308

Ivana.cardona@crowncastle.com

Sandy Callow

Manager, Network Client Services

(737) 703-3763

sandy.callow@crowncastle.com

Dale Kammerich

Director, Network Client Services

(314) 513-0142

dale.kammerich@crowncastle.com

Service Management

TBD

Project Manager

(123) 456-7890

projectmanager@crowncastle.com

Christine D'Angelo

Manager, Enterprise Project Delivery

(720) 450-3003

Christine.DAngelo@crowncastle.com

Kenia Garcia-Hernandez

Regional Manager, Project Delivery

(949) 344-7841

Kenia.garcia-hernandez@crowncastle.com

Network Operations

24/7/365 NOC

855-93-FIBER, Option #1

FiberSupport@crowncastle.com

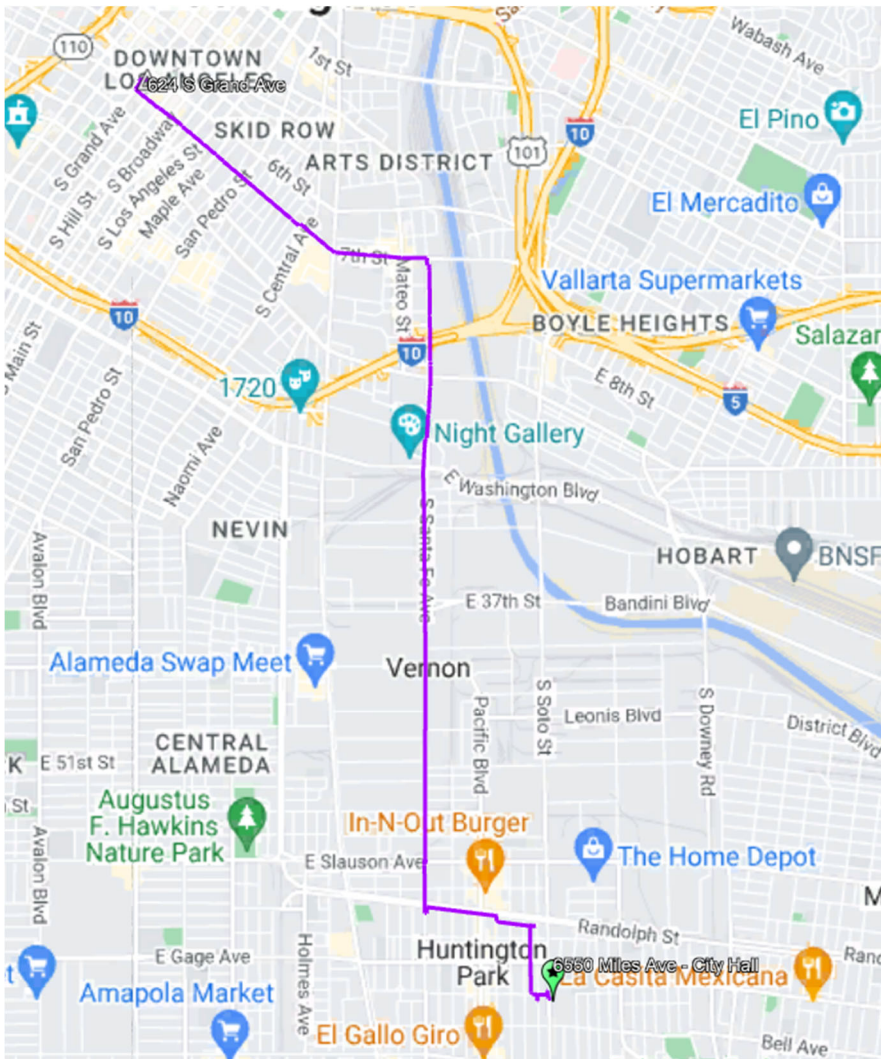
Solution Overview

Crown Castle is proposing a 70Gb Dedicated Internet Access Service on a 100G port to be delivered to the City of Huntington Park City Hall located at 6550 Miles Ave, Huntington Park, CA 90255. This also includes a /30 IPv4 block. The Internet service will include a monitoring circuit that will go from city hall back to the Crown Castle PoP at 624 S Grand, Los Angeles, CA 90017 (One Wilshire Bldg).

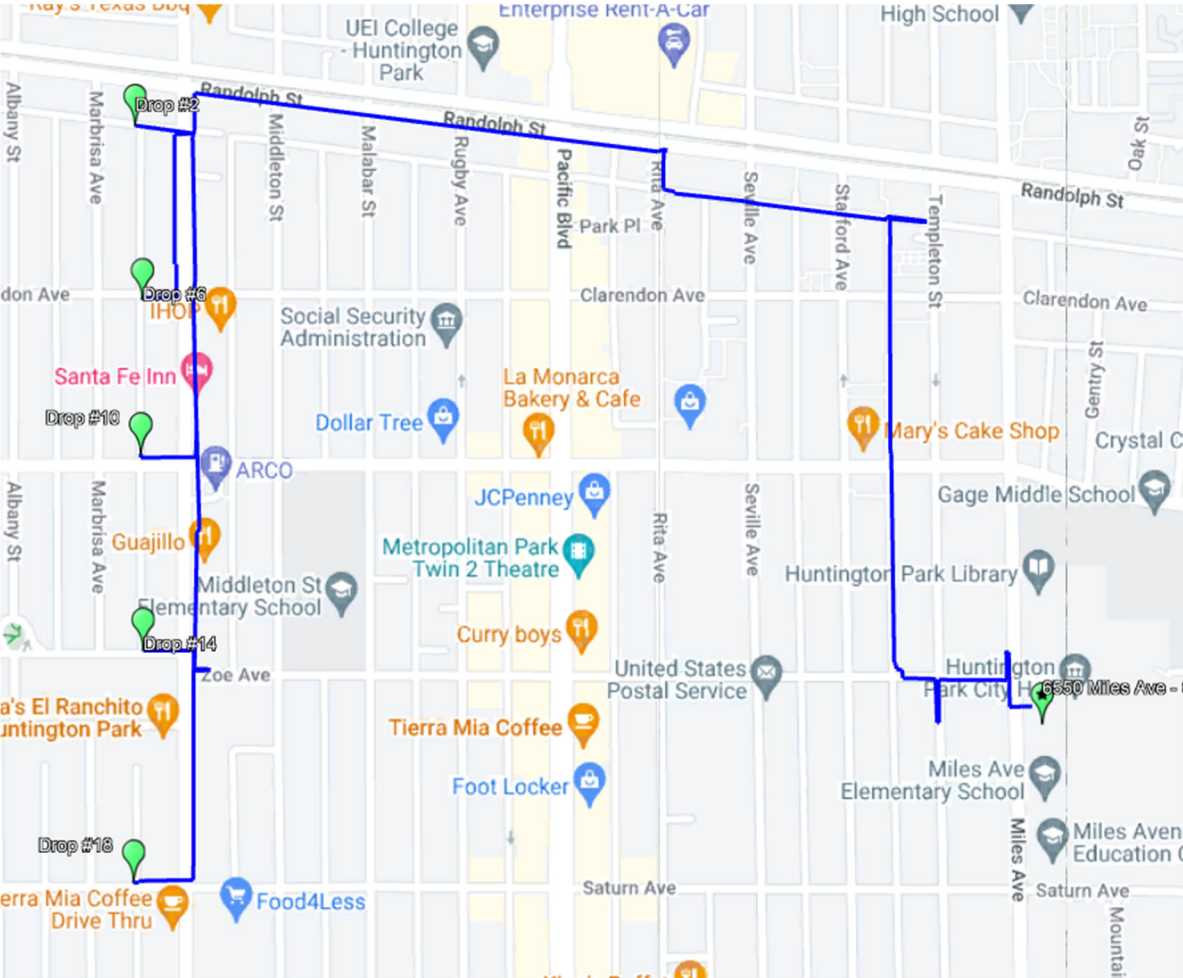
Crown will also be providing Five (5) two (2) strand point-to-point dark fiber circuits going from the City Hall building to five light poles along Santa Fe Avenue, within the city of Huntington Park.

Physical Diagram(s)

70Gb Dedicated Internet Access



Dark Fiber Circuits



Proposal



Customer Name:	City of Huntington Park
Proposal Number:	L297523
Date:	9/14/2023
Account Manager:	Stephen Maciel
Sales Engineer:	Nate Dandridge
Service:	70G DIA + 5 PTP Dark Fiber circuits
Design:	Point-to-Point

Term: 36 Months	70GB Dedicated Internet Access + 5 Point-to-Point Dark Fiber circuits		
	Quantity	Cost per Unit	Total
70 Gb Dedicated Internet	1	\$8,700	\$8,700
Point-to-Point Dark Fiber	5	\$1,500	\$7,500
Totals			\$16,200

Notes: Excludes cross-connects and building access fees, where applicable. The monthly recurring and non-recurring fees contained in this proposal exclude all applicable taxes.

Thank You!

ATTACHMENT “B”

**General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule FSS Price List**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA-Advantage!TM, a menu-driven database system. The Internet address for GSA-Advantage!TM is:
<http://www.gsaadvantage.gov>*

**Multiple Award Schedule
Federal Supply Group: Information Technology
Contract Number: GS-35F-465DA**

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at <https://www.gsa.gov/schedules>.

Contract Period: August 18, 2021 – August 17, 2026



**Crown Castle Fiber LLC
1220 Augusta Drive, Suite 600
Houston, Texas 77057-6801
Telephone: 408-468-5517
Fax: 781-932-6490
www.crowncastle.com**

**Contract Administrator: Elisabeth A. Schleu
Telephone: 303-668-1162 / Fax: 617-848-3226
gsa-contract-notices@crowncastle.com**

Business Size/Status: Other than Small Business

Prices shown herein are NET (discount deducted).

Pricelist current through modification #PS-0032 dated March 22, 2023.



State & Local Purchasing Programs



Section 211 of the E-Government Act of 2002 (the Act) amended the Federal Property and Administrative Services Act to allow for "Cooperative Purchasing." Cooperative Purchasing allows for the Administrator of General Services to provide states and localities access to certain items offered through the General Services Administration's (GSA's) [Federal Supply Schedule 70](#), Information Technology (IT) Schedule contract. The information technology available to state and local governments includes automated data processing equipment (including firmware), software, supplies, support equipment, and services.



Disaster Recovery Purchasing Program (RC) Section 833 of the National Defense Authorization Act allows state and local governments to purchase products and services to facilitate recovery from a major disaster. This includes advance and pre-positioning in preparation for a disaster.

Federal Grants During Public Health Emergencies Section 319 of Public Health and Services Act

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GENERAL CONTRACT INFORMATION

1a. Table of Awarded Special Item Numbers (SINs):

Please refer to *GSA eLibrary* (www.gsaelibrary.gsa.gov) for detailed SIN descriptions

SINs	Recovery	SIN Title
54151ECOM	54151ECOM	Electronic Commerce and subscription services
611430	611430RC	Professional and Management Development Training
611512	611512RC	Flight Training
OLM	OLMSTLOC OLMRC	Order-Level Materials (OLM's)

1b. Lowest Priced Model Number:

Please refer to our rates on page #5

1c. Labor Category Descriptions:

N/A

2. Maximum Order:

54151ECOM: \$500,000

3. Minimum Order:

100

4. Geographic Coverage:

Domestic Only

5. Point (s) of Production:

Same as Contractor Address

6. Discount from List Price:

All Prices Herein are Net

7a. Quantity Discounts:

Not Applicable

7b. Volume Discounts:

In the event that the total monthly recurring charges paid to Lighttower by a single customer under the GSA Schedule Task Order is greater than or equal to \$50,000 at the time Lighttower and the customer enter into a new agreement for additional services, the applicable new service fee for that additional service shall be reduced by 5% during the initial term of such new service order.

7c. Renewal Discounts:

In the event that a customer purchasing a service under GSA Schedule 70 renews a service for a renewal term of 36 months or longer, the monthly recurring charge for the renewal service will be 2% lower than the monthly recurring charge for the initial service (i.e. the monthly recurring charge for the expiring service term).

8. Prompt Payment Terms: Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions

Net 30 days

9. Foreign Items:

None

10a. Time of Delivery:

Contact Contractor

10b. Expedited Delivery:

Contact Contractor

10c. Overnight and 2-Day Delivery:	Not Applicable
10d. Urgent Requirement:	Contact Contractor
11. F.O.B. Point(s):	Destination
12a. Ordering Address:	Same as Contractor Address
12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.	
13. Payment Address:	Same as Contractor
14. Warranty Provision:	See Master Service Agreement on Page
15. Export Packing Charges:	Not Applicable
16. Terms and conditions of rental, maintenance, and repair:	Not Applicable
17. Terms and conditions of installation (if applicable):	Not Applicable
18a. Terms and conditions of repair parts indicating date of parts, price lists and any discounts from list prices (if applicable):	Not Applicable
18b. Terms and conditions for any other services (if applicable):	Not Applicable
19. List of service and distribution points (if applicable):	Not Applicable
20. List of participating dealers (if applicable):	Not Applicable
21. Preventative maintenance (if applicable)	Not Applicable
22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants.):	Not Applicable
22b. If Applicable, indicate that Section 508 compliance information is available on Information and Communications Technology (ICT) products and services offered and show where full details can be found (e.g. contractor's website or other location.) ICT accessibility standards can be found at: www.Section508.gov/	Contact Contractor
23. Unique Entity Identifier (UEI) number:	LYMMRYHULW63
24. Notification regarding registration in System for Award Management (SAM) database. Crown Castle Fiber LLC, is registered and active in SAM.	

54151ECOM PRODUCT PRICING

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	DISCOUNT PRICE OFFERED TO GSA (including IFF and CAF)
54151ECOM	Crown Castle Fiber, LLC	14189	E-LAN Business Critical EVC 900Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 484.13
54151ECOM	Crown Castle Fiber, LLC	13434	EVPL Mission Critical EVC 1000Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 837.19
54151ECOM	Crown Castle Fiber, LLC	13433	EVPL Mission Critical EVC 900Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 812.07
54151ECOM	Crown Castle Fiber, LLC	13432	EVPL Mission Critical EVC 800Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 778.59
54151ECOM	Crown Castle Fiber, LLC	13417	EVPL Business Critical EVC 1000Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 770.21
54151ECOM	Crown Castle Fiber, LLC	13889	EVPL Mission Critical EVC 1000Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 753.47
54151ECOM	Crown Castle Fiber, LLC	13416	EVPL Business Critical EVC 900Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 747.11
54151ECOM	Crown Castle Fiber, LLC	14276	EVPL Mission Critical EVC 1000Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 745.19
54151ECOM	Crown Castle Fiber, LLC	13431	EVPL Mission Critical EVC 700Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 745.10
54151ECOM	Crown Castle Fiber, LLC	13297	E-LAN Mission Critical EVC 1000Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 736.73
54151ECOM	Crown Castle Fiber, LLC	13400	EVPL Business Priority EVC 1000Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 736.73
54151ECOM	Crown Castle Fiber, LLC	13229	E-LAN Mission Critical EVC 1000Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 735.99
54151ECOM	Crown Castle Fiber, LLC	13315	EVPL Standard EVC 1000Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 735.99
54151ECOM	Crown Castle Fiber, LLC	13888	EVPL Mission Critical EVC 900Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 730.87
54151ECOM	Crown Castle Fiber, LLC	14275	EVPL Mission Critical EVC 900Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 722.83
54151ECOM	Crown Castle Fiber, LLC	13415	EVPL Business Critical EVC 800Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 716.30

54151ECOM	Crown Castle Fiber, LLC	13296	E-LAN Mission Critical EVC 900Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 714.62
54151ECOM	Crown Castle Fiber, LLC	13399	EVPL Business Priority EVC 900Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 714.62
54151ECOM	Crown Castle Fiber, LLC	13228	E-LAN Mission Critical EVC 900Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 713.91
54151ECOM	Crown Castle Fiber, LLC	13314	EVPL Standard EVC 900Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 713.91
54151ECOM	Crown Castle Fiber, LLC	13430	EVPL Mission Critical EVC 600Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 711.61
54151ECOM	Crown Castle Fiber, LLC	13887	EVPL Mission Critical EVC 800Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 700.73
54151ECOM	Crown Castle Fiber, LLC	13872	EVPL Business Critical EVC 1000Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 693.19
54151ECOM	Crown Castle Fiber, LLC	14274	EVPL Mission Critical EVC 800Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 693.03
54151ECOM	Crown Castle Fiber, LLC	14259	EVPL Business Critical EVC 1000Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 685.57
54151ECOM	Crown Castle Fiber, LLC	13414	EVPL Business Critical EVC 700Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 685.49
54151ECOM	Crown Castle Fiber, LLC	13295	E-LAN Mission Critical EVC 800Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 685.15
54151ECOM	Crown Castle Fiber, LLC	13398	EVPL Business Priority EVC 800Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 685.15
54151ECOM	Crown Castle Fiber, LLC	13227	E-LAN Mission Critical EVC 800Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 684.47
54151ECOM	Crown Castle Fiber, LLC	13313	EVPL Standard EVC 800Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 684.47
54151ECOM	Crown Castle Fiber, LLC	14344	EVPL Mission Critical EVC 1000Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 678.12
54151ECOM	Crown Castle Fiber, LLC	13280	E-LAN Business Critical EVC 1000Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 677.79
54151ECOM	Crown Castle Fiber, LLC	13212	E-LAN Business Critical EVC 1000Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 677.11
54151ECOM	Crown Castle Fiber, LLC	13871	EVPL Business Critical EVC 900Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 672.40
54151ECOM	Crown Castle Fiber, LLC	13886	EVPL Mission Critical EVC 700Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 670.59

54151ECOM	Crown Castle Fiber, LLC	13383	EVPL Standard EVC 1000Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 669.75
54151ECOM	Crown Castle Fiber, LLC	13429	EVPL Mission Critical EVC 500Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 669.75
54151ECOM	Crown Castle Fiber, LLC	14258	EVPL Business Critical EVC 900Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 665.01
54151ECOM	Crown Castle Fiber, LLC	14273	EVPL Mission Critical EVC 700Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 663.22
54151ECOM	Crown Castle Fiber, LLC	13855	EVPL Business Priority EVC 1000Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 663.05
54151ECOM	Crown Castle Fiber, LLC	13770	EVPL Standard EVC 1000Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 662.39
54151ECOM	Crown Castle Fiber, LLC	13684	E-LAN Mission Critical EVC 1000Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 662.39
54151ECOM	Crown Castle Fiber, LLC	14343	EVPL Mission Critical EVC 900Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 657.78
54151ECOM	Crown Castle Fiber, LLC	13279	E-LAN Business Critical EVC 900Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 657.45
54151ECOM	Crown Castle Fiber, LLC	13211	E-LAN Business Critical EVC 900Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 656.80
54151ECOM	Crown Castle Fiber, LLC	14242	EVPL Business Priority EVC 1000Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 655.77
54151ECOM	Crown Castle Fiber, LLC	13294	E-LAN Mission Critical EVC 700Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 655.69
54151ECOM	Crown Castle Fiber, LLC	13397	EVPL Business Priority EVC 700Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 655.69
54151ECOM	Crown Castle Fiber, LLC	13226	E-LAN Mission Critical EVC 700Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 655.03
54151ECOM	Crown Castle Fiber, LLC	13312	EVPL Standard EVC 700Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 655.03
54151ECOM	Crown Castle Fiber, LLC	13413	EVPL Business Critical EVC 600Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 654.68
54151ECOM	Crown Castle Fiber, LLC	13382	EVPL Standard EVC 900Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 649.66
54151ECOM	Crown Castle Fiber, LLC	13195	E-LAN Business Priority EVC 1000Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 647.67
54151ECOM	Crown Castle Fiber, LLC	13870	EVPL Business Critical EVC 800Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 644.67

54151ECOM	Crown Castle Fiber, LLC	13854	EVPL Business Priority EVC 900Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 643.16
54151ECOM	Crown Castle Fiber, LLC	13683	E-LAN Mission Critical EVC 900Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 642.52
54151ECOM	Crown Castle Fiber, LLC	13769	EVPL Standard EVC 900Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 642.52
54151ECOM	Crown Castle Fiber, LLC	13885	EVPL Mission Critical EVC 600Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 640.45
54151ECOM	Crown Castle Fiber, LLC	14257	EVPL Business Critical EVC 800Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 637.58
54151ECOM	Crown Castle Fiber, LLC	14241	EVPL Business Priority EVC 900Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 636.09
54151ECOM	Crown Castle Fiber, LLC	14272	EVPL Mission Critical EVC 600Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 633.41
54151ECOM	Crown Castle Fiber, LLC	14342	EVPL Mission Critical EVC 800Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 630.65
54151ECOM	Crown Castle Fiber, LLC	13278	E-LAN Business Critical EVC 800Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 630.34
54151ECOM	Crown Castle Fiber, LLC	13210	E-LAN Business Critical EVC 800Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 629.71
54151ECOM	Crown Castle Fiber, LLC	13194	E-LAN Business Priority EVC 900Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 628.24
54151ECOM	Crown Castle Fiber, LLC	13293	E-LAN Mission Critical EVC 600Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 626.22
54151ECOM	Crown Castle Fiber, LLC	13396	EVPL Business Priority EVC 600Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 626.22
54151ECOM	Crown Castle Fiber, LLC	13225	E-LAN Mission Critical EVC 600Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 625.59
54151ECOM	Crown Castle Fiber, LLC	13311	EVPL Standard EVC 600Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 625.59
54151ECOM	Crown Castle Fiber, LLC	14327	EVPL Business Critical EVC 1000Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 623.87
54151ECOM	Crown Castle Fiber, LLC	13381	EVPL Standard EVC 800Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 622.87
54151ECOM	Crown Castle Fiber, LLC	13428	EVPL Mission Critical EVC 400Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 619.52
54151ECOM	Crown Castle Fiber, LLC	13869	EVPL Business Critical EVC 700Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 616.94

54151ECOM	Crown Castle Fiber, LLC	13853	EVPL Business Priority EVC 800Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 616.64
54151ECOM	Crown Castle Fiber, LLC	13412	EVPL Business Critical EVC 500Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 616.17
54151ECOM	Crown Castle Fiber, LLC	13682	E-LAN Mission Critical EVC 800Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 616.02
54151ECOM	Crown Castle Fiber, LLC	13768	EVPL Standard EVC 800Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 616.02
54151ECOM	Crown Castle Fiber, LLC	14256	EVPL Business Critical EVC 700Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 610.16
54151ECOM	Crown Castle Fiber, LLC	14240	EVPL Business Priority EVC 800Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 609.86
54151ECOM	Crown Castle Fiber, LLC	13667	E-LAN Business Critical EVC 1000Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 609.40
54151ECOM	Crown Castle Fiber, LLC	14326	EVPL Business Critical EVC 900Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 605.16
54151ECOM	Crown Castle Fiber, LLC	14341	EVPL Mission Critical EVC 700Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 603.53
54151ECOM	Crown Castle Fiber, LLC	13277	E-LAN Business Critical EVC 700Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 603.23
54151ECOM	Crown Castle Fiber, LLC	13752	E-LAN Mission Critical EVC 1000Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 602.78
54151ECOM	Crown Castle Fiber, LLC	13838	EVPL Standard EVC 1000Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 602.78
54151ECOM	Crown Castle Fiber, LLC	13884	EVPL Mission Critical EVC 500Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 602.78
54151ECOM	Crown Castle Fiber, LLC	13209	E-LAN Business Critical EVC 700Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 602.63
54151ECOM	Crown Castle Fiber, LLC	13193	E-LAN Business Priority EVC 800Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 602.33
54151ECOM	Crown Castle Fiber, LLC	14310	EVPL Business Priority EVC 1000Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 596.75
54151ECOM	Crown Castle Fiber, LLC	14225	EVPL Standard EVC 1000Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 596.15
54151ECOM	Crown Castle Fiber, LLC	14271	EVPL Mission Critical EVC 500Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 596.15
54151ECOM	Crown Castle Fiber, LLC	13380	EVPL Standard EVC 700Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 596.08

54151ECOM	Crown Castle Fiber, LLC	13666	E-LAN Business Critical EVC 900Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 591.12
54151ECOM	Crown Castle Fiber, LLC	13852	EVPL Business Priority EVC 700Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 590.12
54151ECOM	Crown Castle Fiber, LLC	13681	E-LAN Mission Critical EVC 700Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 589.53
54151ECOM	Crown Castle Fiber, LLC	13767	EVPL Standard EVC 700Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 589.53
54151ECOM	Crown Castle Fiber, LLC	13263	E-LAN Business Priority EVC 1000Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 589.38
54151ECOM	Crown Castle Fiber, LLC	13395	EVPL Business Priority EVC 500Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 589.38
54151ECOM	Crown Castle Fiber, LLC	13292	E-LAN Mission Critical EVC 500Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 589.38
54151ECOM	Crown Castle Fiber, LLC	13868	EVPL Business Critical EVC 600Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 589.21
54151ECOM	Crown Castle Fiber, LLC	13178	E-LAN Standard EVC 1000Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 588.79
54151ECOM	Crown Castle Fiber, LLC	13224	E-LAN Mission Critical EVC 500Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 588.79
54151ECOM	Crown Castle Fiber, LLC	13310	EVPL Standard EVC 500Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 588.79
54151ECOM	Crown Castle Fiber, LLC	13751	E-LAN Mission Critical EVC 900Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 584.69
54151ECOM	Crown Castle Fiber, LLC	13837	EVPL Standard EVC 900Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 584.69
54151ECOM	Crown Castle Fiber, LLC	14239	EVPL Business Priority EVC 700Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 583.63
54151ECOM	Crown Castle Fiber, LLC	13650	E-LAN Business Priority EVC 1000Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 582.90
54151ECOM	Crown Castle Fiber, LLC	14255	EVPL Business Critical EVC 600Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 582.74
54151ECOM	Crown Castle Fiber, LLC	13160	E-Line Mission Critical EVC 1000Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 581.82
54151ECOM	Crown Castle Fiber, LLC	14325	EVPL Business Critical EVC 800Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 580.20
54151ECOM	Crown Castle Fiber, LLC	14309	EVPL Business Priority EVC 900Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 578.85

54151ECOM	Crown Castle Fiber, LLC	14224	EVPL Standard EVC 900Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 578.27
54151ECOM	Crown Castle Fiber, LLC	13192	E-LAN Business Priority EVC 700Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 576.43
54151ECOM	Crown Castle Fiber, LLC	14340	EVPL Mission Critical EVC 600Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 576.40
54151ECOM	Crown Castle Fiber, LLC	13276	E-LAN Business Critical EVC 600Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 576.12
54151ECOM	Crown Castle Fiber, LLC	13208	E-LAN Business Critical EVC 600Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 575.54
54151ECOM	Crown Castle Fiber, LLC	13262	E-LAN Business Priority EVC 900Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 571.70
54151ECOM	Crown Castle Fiber, LLC	13177	E-LAN Standard EVC 900Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 571.13
54151ECOM	Crown Castle Fiber, LLC	13411	EVPL Business Critical EVC 400Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 569.96
54151ECOM	Crown Castle Fiber, LLC	13379	EVPL Standard EVC 600Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 569.29
54151ECOM	Crown Castle Fiber, LLC	13665	E-LAN Business Critical EVC 800Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 566.74
54151ECOM	Crown Castle Fiber, LLC	13649	E-LAN Business Priority EVC 900Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 565.42
54151ECOM	Crown Castle Fiber, LLC	13851	EVPL Business Priority EVC 600Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 563.60
54151ECOM	Crown Castle Fiber, LLC	13680	E-LAN Mission Critical EVC 600Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 563.03
54151ECOM	Crown Castle Fiber, LLC	13766	EVPL Standard EVC 600Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 563.03
54151ECOM	Crown Castle Fiber, LLC	13159	E-Line Mission Critical EVC 900Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 561.80
54151ECOM	Crown Castle Fiber, LLC	13750	E-LAN Mission Critical EVC 800Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 560.58
54151ECOM	Crown Castle Fiber, LLC	13836	EVPL Standard EVC 800Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 560.58
54151ECOM	Crown Castle Fiber, LLC	13883	EVPL Mission Critical EVC 400Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 557.57
54151ECOM	Crown Castle Fiber, LLC	14238	EVPL Business Priority EVC 600Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 557.40

54151ECOM	Crown Castle Fiber, LLC	13427	EVPL Mission Critical EVC 300Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 556.73
54151ECOM	Crown Castle Fiber, LLC	14324	EVPL Business Critical EVC 700Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 555.25
54151ECOM	Crown Castle Fiber, LLC	14308	EVPL Business Priority EVC 800Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 554.98
54151ECOM	Crown Castle Fiber, LLC	13735	E-LAN Business Critical EVC 1000Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 554.55
54151ECOM	Crown Castle Fiber, LLC	13867	EVPL Business Critical EVC 500Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 554.55
54151ECOM	Crown Castle Fiber, LLC	14137	E-LAN Mission Critical EVC 800Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 554.42
54151ECOM	Crown Castle Fiber, LLC	14223	EVPL Standard EVC 800Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 554.42
54151ECOM	Crown Castle Fiber, LLC	14270	EVPL Mission Critical EVC 400Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 551.44
54151ECOM	Crown Castle Fiber, LLC	13191	E-LAN Business Priority EVC 600Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 550.52
54151ECOM	Crown Castle Fiber, LLC	14122	E-LAN Business Critical EVC 1000Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 548.46
54151ECOM	Crown Castle Fiber, LLC	14254	EVPL Business Critical EVC 500Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 548.46
54151ECOM	Crown Castle Fiber, LLC	13261	E-LAN Business Priority EVC 800Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 548.12
54151ECOM	Crown Castle Fiber, LLC	13176	E-LAN Standard EVC 800Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 547.58
54151ECOM	Crown Castle Fiber, LLC	13394	EVPL Business Priority EVC 400Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 545.18
54151ECOM	Crown Castle Fiber, LLC	13291	E-LAN Mission Critical EVC 400Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 545.18
54151ECOM	Crown Castle Fiber, LLC	13223	E-LAN Mission Critical EVC 400Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 544.63
54151ECOM	Crown Castle Fiber, LLC	13309	EVPL Standard EVC 400Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 544.63
54151ECOM	Crown Castle Fiber, LLC	14293	EVPL Standard EVC 1000Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 542.50
54151ECOM	Crown Castle Fiber, LLC	14339	EVPL Mission Critical EVC 500Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 542.50

54151ECOM	Crown Castle Fiber, LLC	13664	E-LAN Business Critical EVC 700Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 542.37
54151ECOM	Crown Castle Fiber, LLC	13275	E-LAN Business Critical EVC 500Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 542.23
54151ECOM	Crown Castle Fiber, LLC	13648	E-LAN Business Priority EVC 800Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 542.10
54151ECOM	Crown Castle Fiber, LLC	13207	E-LAN Business Critical EVC 500Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 541.69
54151ECOM	Crown Castle Fiber, LLC	13734	E-LAN Business Critical EVC 900Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 537.92
54151ECOM	Crown Castle Fiber, LLC	13749	E-LAN Mission Critical EVC 700Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 536.47
54151ECOM	Crown Castle Fiber, LLC	13835	EVPL Standard EVC 700Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 536.47
54151ECOM	Crown Castle Fiber, LLC	13246	E-LAN Standard EVC 1000Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 535.80
54151ECOM	Crown Castle Fiber, LLC	13378	EVPL Standard EVC 500Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 535.80
54151ECOM	Crown Castle Fiber, LLC	13143	E-Line Business Critical EVC 1000Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 535.27
54151ECOM	Crown Castle Fiber, LLC	13158	E-Line Mission Critical EVC 800Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 535.12
54151ECOM	Crown Castle Fiber, LLC	14121	E-LAN Business Critical EVC 900Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 532.01
54151ECOM	Crown Castle Fiber, LLC	14307	EVPL Business Priority EVC 700Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 531.11
54151ECOM	Crown Castle Fiber, LLC	14136	E-LAN Mission Critical EVC 700Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 530.58
54151ECOM	Crown Castle Fiber, LLC	14222	EVPL Standard EVC 700Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 530.58
54151ECOM	Crown Castle Fiber, LLC	13718	E-LAN Business Priority EVC 1000Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 530.44
54151ECOM	Crown Castle Fiber, LLC	13850	EVPL Business Priority EVC 500Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 530.44
54151ECOM	Crown Castle Fiber, LLC	14323	EVPL Business Critical EVC 600Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 530.29
54151ECOM	Crown Castle Fiber, LLC	13633	E-LAN Standard EVC 1000Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 529.91

54151ECOM	Crown Castle Fiber, LLC	13679	E-LAN Mission Critical EVC 500Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 529.91
54151ECOM	Crown Castle Fiber, LLC	13765	EVPL Standard EVC 500Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 529.91
54151ECOM	Crown Castle Fiber, LLC	14292	EVPL Standard EVC 900Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 526.22
54151ECOM	Crown Castle Fiber, LLC	14105	E-LAN Business Priority EVC 1000Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 524.61
54151ECOM	Crown Castle Fiber, LLC	14237	EVPL Business Priority EVC 500Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 524.61
54151ECOM	Crown Castle Fiber, LLC	13260	E-LAN Business Priority EVC 700Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 524.55
54151ECOM	Crown Castle Fiber, LLC	13175	E-LAN Standard EVC 700Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 524.02
54151ECOM	Crown Castle Fiber, LLC	13615	E-Line Mission Critical EVC 1000Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 523.64
54151ECOM	Crown Castle Fiber, LLC	13245	E-LAN Standard EVC 900Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 519.73
54151ECOM	Crown Castle Fiber, LLC	13647	E-LAN Business Priority EVC 700Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 518.78
54151ECOM	Crown Castle Fiber, LLC	13190	E-LAN Business Priority EVC 500Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 518.14
54151ECOM	Crown Castle Fiber, LLC	13663	E-LAN Business Critical EVC 600Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 517.99
54151ECOM	Crown Castle Fiber, LLC	13142	E-Line Business Critical EVC 900Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 516.86
54151ECOM	Crown Castle Fiber, LLC	13733	E-LAN Business Critical EVC 800Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 515.73
54151ECOM	Crown Castle Fiber, LLC	13717	E-LAN Business Priority EVC 900Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 514.53
54151ECOM	Crown Castle Fiber, LLC	13632	E-LAN Standard EVC 900Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 514.02
54151ECOM	Crown Castle Fiber, LLC	13866	EVPL Business Critical EVC 400Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 512.96
54151ECOM	Crown Castle Fiber, LLC	13748	E-LAN Mission Critical EVC 600Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 512.36
54151ECOM	Crown Castle Fiber, LLC	13834	EVPL Standard EVC 600Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 512.36

54151ECOM	Crown Castle Fiber, LLC	13410	EVPL Business Critical EVC 300Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 512.19
54151ECOM	Crown Castle Fiber, LLC	13126	E-Line Business Priority EVC 1000Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 512.00
54151ECOM	Crown Castle Fiber, LLC	13041	E-Line Standard CoS 1000Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 511.49
54151ECOM	Crown Castle Fiber, LLC	14120	E-LAN Business Critical EVC 800Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 510.07
54151ECOM	Crown Castle Fiber, LLC	14104	E-LAN Business Priority EVC 900Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 508.88
54151ECOM	Crown Castle Fiber, LLC	13157	E-Line Mission Critical EVC 700Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 508.43
54151ECOM	Crown Castle Fiber, LLC	14253	EVPL Business Critical EVC 400Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 507.33
54151ECOM	Crown Castle Fiber, LLC	14306	EVPL Business Priority EVC 600Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 507.24
54151ECOM	Crown Castle Fiber, LLC	14135	E-LAN Mission Critical EVC 600Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 506.73
54151ECOM	Crown Castle Fiber, LLC	14221	EVPL Standard EVC 600Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 506.73
54151ECOM	Crown Castle Fiber, LLC	13614	E-Line Mission Critical EVC 900Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 505.62
54151ECOM	Crown Castle Fiber, LLC	14205	E-LAN Mission Critical EVC 800Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 504.52
54151ECOM	Crown Castle Fiber, LLC	14291	EVPL Standard EVC 800Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 504.52
54151ECOM	Crown Castle Fiber, LLC	14338	EVPL Mission Critical EVC 400Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 501.81
54151ECOM	Crown Castle Fiber, LLC	13274	E-LAN Business Critical EVC 400Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 501.56
54151ECOM	Crown Castle Fiber, LLC	13206	E-LAN Business Critical EVC 400Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 501.06
54151ECOM	Crown Castle Fiber, LLC	13882	EVPL Mission Critical EVC 300Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 501.06
54151ECOM	Crown Castle Fiber, LLC	13259	E-LAN Business Priority EVC 600Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 500.97
54151ECOM	Crown Castle Fiber, LLC	13174	E-LAN Standard EVC 600Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 500.47

54151ECOM	Crown Castle Fiber, LLC	14190	E-LAN Business Critical EVC 1000Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 499.10
54151ECOM	Crown Castle Fiber, LLC	14322	EVPL Business Critical EVC 500Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 499.10
54151ECOM	Crown Castle Fiber, LLC	13244	E-LAN Standard EVC 800Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 498.29
54151ECOM	Crown Castle Fiber, LLC	13377	EVPL Standard EVC 400Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 495.62
54151ECOM	Crown Castle Fiber, LLC	14269	EVPL Mission Critical EVC 300Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 495.55
54151ECOM	Crown Castle Fiber, LLC	13646	E-LAN Business Priority EVC 600Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 495.47
54151ECOM	Crown Castle Fiber, LLC	13125	E-Line Business Priority EVC 900Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 494.39
54151ECOM	Crown Castle Fiber, LLC	13426	EVPL Mission Critical EVC 200Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 493.94
54151ECOM	Crown Castle Fiber, LLC	13040	E-Line Standard CoS 900Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 493.89
54151ECOM	Crown Castle Fiber, LLC	13732	E-LAN Business Critical EVC 700Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 493.55
54151ECOM	Crown Castle Fiber, LLC	13716	E-LAN Business Priority EVC 800Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 493.31
54151ECOM	Crown Castle Fiber, LLC	13631	E-LAN Standard EVC 800Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 492.82
54151ECOM	Crown Castle Fiber, LLC	13141	E-Line Business Critical EVC 800Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 492.31
54151ECOM	Crown Castle Fiber, LLC	13849	EVPL Business Priority EVC 400Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 490.66
54151ECOM	Crown Castle Fiber, LLC	13678	E-LAN Mission Critical EVC 400Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 490.17
54151ECOM	Crown Castle Fiber, LLC	13764	EVPL Standard EVC 400Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 490.17
54151ECOM	Crown Castle Fiber, LLC	13290	E-LAN Mission Critical EVC 300Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 489.92
54151ECOM	Crown Castle Fiber, LLC	13393	EVPL Business Priority EVC 300Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 489.92
54151ECOM	Crown Castle Fiber, LLC	13222	E-LAN Mission Critical EVC 300Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 489.43

54151ECOM	Crown Castle Fiber, LLC	13308	EVPL Standard EVC 300Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 489.43
54151ECOM	Crown Castle Fiber, LLC	14119	E-LAN Business Critical EVC 700Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 488.13
54151ECOM	Crown Castle Fiber, LLC	14103	E-LAN Business Priority EVC 800Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 487.89
54151ECOM	Crown Castle Fiber, LLC	13662	E-LAN Business Critical EVC 500Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 487.52
54151ECOM	Crown Castle Fiber, LLC	14236	EVPL Business Priority EVC 400Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 485.27
54151ECOM	Crown Castle Fiber, LLC	14204	E-LAN Mission Critical EVC 700Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 482.82
54151ECOM	Crown Castle Fiber, LLC	14290	EVPL Standard EVC 700Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 482.82
54151ECOM	Crown Castle Fiber, LLC	13701	E-LAN Standard EVC 1000Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 482.22
54151ECOM	Crown Castle Fiber, LLC	13747	E-LAN Mission Critical EVC 500Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 482.22
54151ECOM	Crown Castle Fiber, LLC	13833	EVPL Standard EVC 500Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 482.22
54151ECOM	Crown Castle Fiber, LLC	13156	E-Line Mission Critical EVC 600Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 481.74
54151ECOM	Crown Castle Fiber, LLC	13598	E-Line Business Critical EVC 1000Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 481.74
54151ECOM	Crown Castle Fiber, LLC	13613	E-Line Mission Critical EVC 800Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 481.61
54151ECOM	Crown Castle Fiber, LLC	13189	E-LAN Business Priority EVC 400Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 479.28
54151ECOM	Crown Castle Fiber, LLC	14173	E-LAN Business Priority EVC 1000Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 477.40
54151ECOM	Crown Castle Fiber, LLC	14305	EVPL Business Priority EVC 500Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 477.40
54151ECOM	Crown Castle Fiber, LLC	14088	E-LAN Standard EVC 1000Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 476.92
54151ECOM	Crown Castle Fiber, LLC	14134	E-LAN Mission Critical EVC 500Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 476.92
54151ECOM	Crown Castle Fiber, LLC	14220	EVPL Standard EVC 500Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 476.92

54151ECOM	Crown Castle Fiber, LLC	13243	E-LAN Standard EVC 700Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 476.86
54151ECOM	Crown Castle Fiber, LLC	13715	E-LAN Business Priority EVC 700Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 472.09
54151ECOM	Crown Castle Fiber, LLC	13630	E-LAN Standard EVC 700Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 471.62
54151ECOM	Crown Castle Fiber, LLC	13258	E-LAN Business Priority EVC 500Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 471.50
54151ECOM	Crown Castle Fiber, LLC	13731	E-LAN Business Critical EVC 600Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 471.37
54151ECOM	Crown Castle Fiber, LLC	14070	E-Line Mission Critical EVC 1000Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 471.27
54151ECOM	Crown Castle Fiber, LLC	13173	E-LAN Standard EVC 500Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 471.03
54151ECOM	Crown Castle Fiber, LLC	13124	E-Line Business Priority EVC 800Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 470.90
54151ECOM	Crown Castle Fiber, LLC	13039	E-Line Standard CoS 800Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 470.43
54151ECOM	Crown Castle Fiber, LLC	13140	E-Line Business Critical EVC 700Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 467.76
54151ECOM	Crown Castle Fiber, LLC	13700	E-LAN Standard EVC 900Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 467.75
54151ECOM	Crown Castle Fiber, LLC	14102	E-LAN Business Priority EVC 700Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 466.91
54151ECOM	Crown Castle Fiber, LLC	13645	E-LAN Business Priority EVC 500Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 466.32
54151ECOM	Crown Castle Fiber, LLC	14118	E-LAN Business Critical EVC 600Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 466.19
54151ECOM	Crown Castle Fiber, LLC	13109	E-Line Standard EVC 1000Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 465.45
54151ECOM	Crown Castle Fiber, LLC	13597	E-Line Business Critical EVC 900Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 465.17
54151ECOM	Crown Castle Fiber, LLC	14188	E-LAN Business Critical EVC 800Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 464.16
54151ECOM	Crown Castle Fiber, LLC	13425	EVPL Mission Critical EVC 150Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 463.80
54151ECOM	Crown Castle Fiber, LLC	14172	E-LAN Business Priority EVC 900Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 463.08

54151ECOM	Crown Castle Fiber, LLC	14087	E-LAN Standard EVC 900Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 462.61
54151ECOM	Crown Castle Fiber, LLC	14321	EVPL Business Critical EVC 400Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 461.67
54151ECOM	Crown Castle Fiber, LLC	14289	EVPL Standard EVC 600Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 461.12
54151ECOM	Crown Castle Fiber, LLC	14203	E-LAN Mission Critical EVC 600Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 461.12
54151ECOM	Crown Castle Fiber, LLC	13865	EVPL Business Critical EVC 300Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 460.97
54151ECOM	Crown Castle Fiber, LLC	13581	E-Line Business Priority EVC 1000Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 460.80
54151ECOM	Crown Castle Fiber, LLC	13496	E-Line Standard CoS 1000Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 460.34
54151ECOM	Crown Castle Fiber, LLC	13612	E-Line Mission Critical EVC 700Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 457.59
54151ECOM	Crown Castle Fiber, LLC	14252	EVPL Business Critical EVC 300Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 455.91
54151ECOM	Crown Castle Fiber, LLC	13242	E-LAN Standard EVC 600Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 455.43
54151ECOM	Crown Castle Fiber, LLC	14069	E-Line Mission Critical EVC 900Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 455.06
54151ECOM	Crown Castle Fiber, LLC	13409	EVPL Business Critical EVC 200Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 454.43
54151ECOM	Crown Castle Fiber, LLC	13661	E-LAN Business Critical EVC 400Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 450.96
54151ECOM	Crown Castle Fiber, LLC	14337	EVPL Mission Critical EVC 300Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 450.95
54151ECOM	Crown Castle Fiber, LLC	13714	E-LAN Business Priority EVC 600Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 450.88
54151ECOM	Crown Castle Fiber, LLC	13273	E-LAN Business Critical EVC 300Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 450.73
54151ECOM	Crown Castle Fiber, LLC	13629	E-LAN Standard EVC 600Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 450.43
54151ECOM	Crown Castle Fiber, LLC	13205	E-LAN Business Critical EVC 300Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 450.28
54151ECOM	Crown Castle Fiber, LLC	13108	E-Line Standard EVC 900Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 449.44

54151ECOM	Crown Castle Fiber, LLC	13699	E-LAN Standard EVC 800Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 448.47
54151ECOM	Crown Castle Fiber, LLC	13155	E-Line Mission Critical EVC 500Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 448.39
54151ECOM	Crown Castle Fiber, LLC	13123	E-Line Business Priority EVC 700Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 447.42
54151ECOM	Crown Castle Fiber, LLC	13038	E-Line Standard CoS 700Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 446.97
54151ECOM	Crown Castle Fiber, LLC	13746	E-LAN Mission Critical EVC 400Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 446.05
54151ECOM	Crown Castle Fiber, LLC	13832	EVPL Standard EVC 400Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 446.05
54151ECOM	Crown Castle Fiber, LLC	14101	E-LAN Business Priority EVC 600Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 445.92
54151ECOM	Crown Castle Fiber, LLC	13376	EVPL Standard EVC 300Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 445.38
54151ECOM	Crown Castle Fiber, LLC	13580	E-Line Business Priority EVC 900Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 444.95
54151ECOM	Crown Castle Fiber, LLC	13881	EVPL Mission Critical EVC 200Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 444.55
54151ECOM	Crown Castle Fiber, LLC	13495	E-Line Standard CoS 900Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 444.50
54151ECOM	Crown Castle Fiber, LLC	14187	E-LAN Business Critical EVC 700Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 444.20
54151ECOM	Crown Castle Fiber, LLC	14171	E-LAN Business Priority EVC 800Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 443.98
54151ECOM	Crown Castle Fiber, LLC	13730	E-LAN Business Critical EVC 500Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 443.64
54151ECOM	Crown Castle Fiber, LLC	14086	E-LAN Standard EVC 800Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 443.54
54151ECOM	Crown Castle Fiber, LLC	13139	E-Line Business Critical EVC 600Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 443.21
54151ECOM	Crown Castle Fiber, LLC	13596	E-Line Business Critical EVC 800Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 443.08
54151ECOM	Crown Castle Fiber, LLC	14304	EVPL Business Priority EVC 400Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 441.59
54151ECOM	Crown Castle Fiber, LLC	14133	E-LAN Mission Critical EVC 400Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 441.15

54151ECOM	Crown Castle Fiber, LLC	14219	EVPL Standard EVC 400Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 441.15
54151ECOM	Crown Castle Fiber, LLC	13848	EVPL Business Priority EVC 300Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 440.93
54151ECOM	Crown Castle Fiber, LLC	13677	E-LAN Mission Critical EVC 300Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 440.49
54151ECOM	Crown Castle Fiber, LLC	13763	EVPL Standard EVC 300Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 440.49
54151ECOM	Crown Castle Fiber, LLC	14268	EVPL Mission Critical EVC 200Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 439.66
54151ECOM	Crown Castle Fiber, LLC	14117	E-LAN Business Critical EVC 500Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 438.77
54151ECOM	Crown Castle Fiber, LLC	13257	E-LAN Business Priority EVC 400Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 436.14
54151ECOM	Crown Castle Fiber, LLC	14235	EVPL Business Priority EVC 300Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 436.08
54151ECOM	Crown Castle Fiber, LLC	13172	E-LAN Standard EVC 400Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 435.71
54151ECOM	Crown Castle Fiber, LLC	13289	E-LAN Mission Critical EVC 200Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 434.67
54151ECOM	Crown Castle Fiber, LLC	13392	EVPL Business Priority EVC 200Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 434.67
54151ECOM	Crown Castle Fiber, LLC	13221	E-LAN Mission Critical EVC 200Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 434.23
54151ECOM	Crown Castle Fiber, LLC	13307	EVPL Standard EVC 200Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 434.23
54151ECOM	Crown Castle Fiber, LLC	14156	E-LAN Standard EVC 1000Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 434.00
54151ECOM	Crown Castle Fiber, LLC	14202	E-LAN Mission Critical EVC 500Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 434.00
54151ECOM	Crown Castle Fiber, LLC	14288	EVPL Standard EVC 500Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 434.00
54151ECOM	Crown Castle Fiber, LLC	13611	E-Line Mission Critical EVC 600Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 433.57
54151ECOM	Crown Castle Fiber, LLC	14053	E-Line Business Critical EVC 1000Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 433.57
54151ECOM	Crown Castle Fiber, LLC	14068	E-Line Mission Critical EVC 800Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 433.44

54151ECOM	Crown Castle Fiber, LLC	13644	E-LAN Business Priority EVC 400Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 431.35
54151ECOM	Crown Castle Fiber, LLC	13188	E-LAN Business Priority EVC 300Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 430.70
54151ECOM	Crown Castle Fiber, LLC	13698	E-LAN Standard EVC 700Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 429.18
54151ECOM	Crown Castle Fiber, LLC	13241	E-LAN Standard EVC 500Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 428.64
54151ECOM	Crown Castle Fiber, LLC	13107	E-Line Standard EVC 800Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 428.09
54151ECOM	Crown Castle Fiber, LLC	13408	EVPL Business Critical EVC 150Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 426.70
54151ECOM	Crown Castle Fiber, LLC	14170	E-LAN Business Priority EVC 700Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 424.88
54151ECOM	Crown Castle Fiber, LLC	14085	E-LAN Standard EVC 700Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 424.46
54151ECOM	Crown Castle Fiber, LLC	13713	E-LAN Business Priority EVC 500Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 424.35
54151ECOM	Crown Castle Fiber, LLC	14186	E-LAN Business Critical EVC 600Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 424.23
54151ECOM	Crown Castle Fiber, LLC	13122	E-Line Business Priority EVC 600Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 423.94
54151ECOM	Crown Castle Fiber, LLC	13628	E-LAN Standard EVC 500Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 423.93
54151ECOM	Crown Castle Fiber, LLC	13579	E-Line Business Priority EVC 800Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 423.81
54151ECOM	Crown Castle Fiber, LLC	13037	E-Line Standard CoS 600Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 423.51
54151ECOM	Crown Castle Fiber, LLC	13494	E-Line Standard CoS 800Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 423.39
54151ECOM	Crown Castle Fiber, LLC	13595	E-Line Business Critical EVC 700Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 420.98
54151ECOM	Crown Castle Fiber, LLC	14155	E-LAN Standard EVC 900Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 420.98
54151ECOM	Crown Castle Fiber, LLC	14100	E-LAN Business Priority EVC 500Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 419.69
54151ECOM	Crown Castle Fiber, LLC	13564	E-Line Standard EVC 1000Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 418.91

54151ECOM	Crown Castle Fiber, LLC	14052	E-Line Business Critical EVC 900Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 418.66
54151ECOM	Crown Castle Fiber, LLC	13424	EVPL Mission Critical EVC 100Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 418.59
54151ECOM	Crown Castle Fiber, LLC	13880	EVPL Mission Critical EVC 150Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 417.42
54151ECOM	Crown Castle Fiber, LLC	14320	EVPL Business Critical EVC 300Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 414.88
54151ECOM	Crown Castle Fiber, LLC	14036	E-Line Business Priority EVC 1000Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 414.72
54151ECOM	Crown Castle Fiber, LLC	13951	E-Line Standard CoS 1000Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 414.31
54151ECOM	Crown Castle Fiber, LLC	14267	EVPL Mission Critical EVC 150Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 412.84
54151ECOM	Crown Castle Fiber, LLC	13138	E-Line Business Critical EVC 500Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 412.52
54151ECOM	Crown Castle Fiber, LLC	14067	E-Line Mission Critical EVC 700Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 411.83
54151ECOM	Crown Castle Fiber, LLC	13729	E-LAN Business Critical EVC 400Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 410.37
54151ECOM	Crown Castle Fiber, LLC	13697	E-LAN Standard EVC 600Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 409.89
54151ECOM	Crown Castle Fiber, LLC	13864	EVPL Business Critical EVC 200Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 408.98
54151ECOM	Crown Castle Fiber, LLC	13154	E-Line Mission Critical EVC 400Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 408.36
54151ECOM	Crown Castle Fiber, LLC	13288	E-LAN Mission Critical EVC 150Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 408.15
54151ECOM	Crown Castle Fiber, LLC	13391	EVPL Business Priority EVC 150Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 408.15
54151ECOM	Crown Castle Fiber, LLC	13220	E-LAN Mission Critical EVC 150Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 407.74
54151ECOM	Crown Castle Fiber, LLC	13306	EVPL Standard EVC 150Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 407.74
54151ECOM	Crown Castle Fiber, LLC	13106	E-Line Standard EVC 700Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 406.74
54151ECOM	Crown Castle Fiber, LLC	14116	E-LAN Business Critical EVC 400Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 405.86

54151ECOM	Crown Castle Fiber, LLC	14169	E-LAN Business Priority EVC 600Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 405.79
54151ECOM	Crown Castle Fiber, LLC	14084	E-LAN Standard EVC 600Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 405.38
54151ECOM	Crown Castle Fiber, LLC	13660	E-LAN Business Critical EVC 300Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 405.25
54151ECOM	Crown Castle Fiber, LLC	13563	E-Line Standard EVC 900Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 404.50
54151ECOM	Crown Castle Fiber, LLC	14251	EVPL Business Critical EVC 200Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 404.49
54151ECOM	Crown Castle Fiber, LLC	14154	E-LAN Standard EVC 800Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 403.62
54151ECOM	Crown Castle Fiber, LLC	13610	E-Line Mission Critical EVC 500Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 403.55
54151ECOM	Crown Castle Fiber, LLC	13578	E-Line Business Priority EVC 700Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 402.68
54151ECOM	Crown Castle Fiber, LLC	13493	E-Line Standard CoS 700Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 402.28
54151ECOM	Crown Castle Fiber, LLC	14201	E-LAN Mission Critical EVC 400Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 401.45
54151ECOM	Crown Castle Fiber, LLC	14287	EVPL Standard EVC 400Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 401.45
54151ECOM	Crown Castle Fiber, LLC	13745	E-LAN Mission Critical EVC 300Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 400.85
54151ECOM	Crown Castle Fiber, LLC	13831	EVPL Standard EVC 300Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 400.85
54151ECOM	Crown Castle Fiber, LLC	14035	E-Line Business Priority EVC 900Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 400.45
54151ECOM	Crown Castle Fiber, LLC	14336	EVPL Mission Critical EVC 200Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 400.09
54151ECOM	Crown Castle Fiber, LLC	13950	E-Line Standard CoS 900Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 400.05
54151ECOM	Crown Castle Fiber, LLC	13272	E-LAN Business Critical EVC 200Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 399.89
54151ECOM	Crown Castle Fiber, LLC	13204	E-LAN Business Critical EVC 200Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 399.50
54151ECOM	Crown Castle Fiber, LLC	14185	E-LAN Business Critical EVC 500Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 399.28

54151ECOM	Crown Castle Fiber, LLC	13594	E-Line Business Critical EVC 600Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 398.88
54151ECOM	Crown Castle Fiber, LLC	14051	E-Line Business Critical EVC 800Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 398.77
54151ECOM	Crown Castle Fiber, LLC	14303	EVPL Business Priority EVC 300Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 396.84
54151ECOM	Crown Castle Fiber, LLC	13240	E-LAN Standard EVC 400Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 396.49
54151ECOM	Crown Castle Fiber, LLC	14132	E-LAN Mission Critical EVC 300Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 396.44
54151ECOM	Crown Castle Fiber, LLC	14218	EVPL Standard EVC 300Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 396.44
54151ECOM	Crown Castle Fiber, LLC	13375	EVPL Standard EVC 200Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 395.15
54151ECOM	Crown Castle Fiber, LLC	13121	E-Line Business Priority EVC 500Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 394.58
54151ECOM	Crown Castle Fiber, LLC	13036	E-Line Standard CoS 500Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 394.19
54151ECOM	Crown Castle Fiber, LLC	13712	E-LAN Business Priority EVC 400Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 392.53
54151ECOM	Crown Castle Fiber, LLC	13627	E-LAN Standard EVC 400Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 392.14
54151ECOM	Crown Castle Fiber, LLC	13256	E-LAN Business Priority EVC 300Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 391.94
54151ECOM	Crown Castle Fiber, LLC	13171	E-LAN Standard EVC 300Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 391.55
54151ECOM	Crown Castle Fiber, LLC	13847	EVPL Business Priority EVC 200Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 391.20
54151ECOM	Crown Castle Fiber, LLC	13676	E-LAN Mission Critical EVC 200Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 390.81
54151ECOM	Crown Castle Fiber, LLC	13762	EVPL Standard EVC 200Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 390.81
54151ECOM	Crown Castle Fiber, LLC	14066	E-Line Mission Critical EVC 600Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 390.21
54151ECOM	Crown Castle Fiber, LLC	14099	E-LAN Business Priority EVC 400Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 388.21
54151ECOM	Crown Castle Fiber, LLC	13643	E-LAN Business Priority EVC 300Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 387.63

54151ECOM	Crown Castle Fiber, LLC	14234	EVPL Business Priority EVC 200Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 386.90
54151ECOM	Crown Castle Fiber, LLC	14153	E-LAN Standard EVC 700Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 386.26
54151ECOM	Crown Castle Fiber, LLC	13696	E-LAN Standard EVC 500Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 385.78
54151ECOM	Crown Castle Fiber, LLC	13105	E-Line Standard EVC 600Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 385.40
54151ECOM	Crown Castle Fiber, LLC	13562	E-Line Standard EVC 800Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 385.28
54151ECOM	Crown Castle Fiber, LLC	13407	EVPL Business Critical EVC 100Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 385.11
54151ECOM	Crown Castle Fiber, LLC	13863	EVPL Business Critical EVC 150Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 384.03
54151ECOM	Crown Castle Fiber, LLC	13187	E-LAN Business Priority EVC 200Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 382.13
54151ECOM	Crown Castle Fiber, LLC	14168	E-LAN Business Priority EVC 500Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 381.92
54151ECOM	Crown Castle Fiber, LLC	13577	E-Line Business Priority EVC 600Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 381.54
54151ECOM	Crown Castle Fiber, LLC	14083	E-LAN Standard EVC 500Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 381.54
54151ECOM	Crown Castle Fiber, LLC	14034	E-Line Business Priority EVC 800Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 381.43
54151ECOM	Crown Castle Fiber, LLC	13492	E-Line Standard CoS 600Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 381.16
54151ECOM	Crown Castle Fiber, LLC	13949	E-Line Standard CoS 800Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 381.05
54151ECOM	Crown Castle Fiber, LLC	14250	EVPL Business Critical EVC 150Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 379.81
54151ECOM	Crown Castle Fiber, LLC	14050	E-Line Business Critical EVC 700Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 378.88
54151ECOM	Crown Castle Fiber, LLC	14019	E-Line Standard EVC 1000Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 377.02
54151ECOM	Crown Castle Fiber, LLC	13879	EVPL Mission Critical EVC 100Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 376.73
54151ECOM	Crown Castle Fiber, LLC	13137	E-Line Business Critical EVC 400Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 375.69

54151ECOM	Crown Castle Fiber, LLC	14335	EVPL Mission Critical EVC 150Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 375.68
54151ECOM	Crown Castle Fiber, LLC	13271	E-LAN Business Critical EVC 150Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 375.49
54151ECOM	Crown Castle Fiber, LLC	13203	E-LAN Business Critical EVC 150Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 375.12
54151ECOM	Crown Castle Fiber, LLC	14266	EVPL Mission Critical EVC 100Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 372.59
54151ECOM	Crown Castle Fiber, LLC	13593	E-Line Business Critical EVC 500Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 371.26
54151ECOM	Crown Castle Fiber, LLC	13374	EVPL Standard EVC 150Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 371.04
54151ECOM	Crown Castle Fiber, LLC	14184	E-LAN Business Critical EVC 400Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 369.33
54151ECOM	Crown Castle Fiber, LLC	14152	E-LAN Standard EVC 600Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 368.90
54151ECOM	Crown Castle Fiber, LLC	13728	E-LAN Business Critical EVC 300Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 368.78
54151ECOM	Crown Castle Fiber, LLC	13287	E-LAN Mission Critical EVC 100Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 368.36
54151ECOM	Crown Castle Fiber, LLC	13390	EVPL Business Priority EVC 100Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 368.36
54151ECOM	Crown Castle Fiber, LLC	14319	EVPL Business Critical EVC 200Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 368.08
54151ECOM	Crown Castle Fiber, LLC	13219	E-LAN Mission Critical EVC 100Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 367.99
54151ECOM	Crown Castle Fiber, LLC	13305	EVPL Standard EVC 100Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 367.99
54151ECOM	Crown Castle Fiber, LLC	13609	E-Line Mission Critical EVC 400Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 367.52
54151ECOM	Crown Castle Fiber, LLC	13846	EVPL Business Priority EVC 150Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 367.33
54151ECOM	Crown Castle Fiber, LLC	13675	E-LAN Mission Critical EVC 150Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 366.96
54151ECOM	Crown Castle Fiber, LLC	13761	EVPL Standard EVC 150Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 366.96
54151ECOM	Crown Castle Fiber, LLC	13561	E-Line Standard EVC 700Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 366.07

54151ECOM	Crown Castle Fiber, LLC	14115	E-LAN Business Critical EVC 300Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 364.73
54151ECOM	Crown Castle Fiber, LLC	14018	E-Line Standard EVC 900Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 364.05
54151ECOM	Crown Castle Fiber, LLC	14233	EVPL Business Priority EVC 150Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 363.29
54151ECOM	Crown Castle Fiber, LLC	14065	E-Line Mission Critical EVC 500Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 363.19
54151ECOM	Crown Castle Fiber, LLC	13423	EVPL Mission Critical EVC 50Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 362.78
54151ECOM	Crown Castle Fiber, LLC	14033	E-Line Business Priority EVC 700Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 362.41
54151ECOM	Crown Castle Fiber, LLC	13948	E-Line Standard CoS 700Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 362.05
54151ECOM	Crown Castle Fiber, LLC	14200	E-LAN Mission Critical EVC 300Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 360.76
54151ECOM	Crown Castle Fiber, LLC	14286	EVPL Standard EVC 300Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 360.76
54151ECOM	Crown Castle Fiber, LLC	13659	E-LAN Business Critical EVC 200Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 359.55
54151ECOM	Crown Castle Fiber, LLC	13120	E-Line Business Priority EVC 400Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 359.36
54151ECOM	Crown Castle Fiber, LLC	13035	E-Line Standard CoS 400Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 359.00
54151ECOM	Crown Castle Fiber, LLC	14049	E-Line Business Critical EVC 600Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 359.00
54151ECOM	Crown Castle Fiber, LLC	13186	E-LAN Business Priority EVC 150Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 358.81
54151ECOM	Crown Castle Fiber, LLC	13104	E-Line Standard EVC 500Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 358.71
54151ECOM	Crown Castle Fiber, LLC	13153	E-Line Mission Critical EVC 300Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 358.32
54151ECOM	Crown Castle Fiber, LLC	13695	E-LAN Standard EVC 400Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 356.84
54151ECOM	Crown Castle Fiber, LLC	13239	E-LAN Standard EVC 300Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 356.31
54151ECOM	Crown Castle Fiber, LLC	13744	E-LAN Mission Critical EVC 200Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 355.64

54151ECOM	Crown Castle Fiber, LLC	13830	EVPL Standard EVC 200Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 355.64
54151ECOM	Crown Castle Fiber, LLC	13576	E-Line Business Priority EVC 500Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 355.12
54151ECOM	Crown Castle Fiber, LLC	13491	E-Line Standard CoS 500Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 354.77
54151ECOM	Crown Castle Fiber, LLC	14167	E-LAN Business Priority EVC 400Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 353.27
54151ECOM	Crown Castle Fiber, LLC	14082	E-LAN Standard EVC 400Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 352.92
54151ECOM	Crown Castle Fiber, LLC	13711	E-LAN Business Priority EVC 300Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 352.74
54151ECOM	Crown Castle Fiber, LLC	13626	E-LAN Standard EVC 300Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 352.39
54151ECOM	Crown Castle Fiber, LLC	14302	EVPL Business Priority EVC 200Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 352.08
54151ECOM	Crown Castle Fiber, LLC	14131	E-LAN Mission Critical EVC 200Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 351.73
54151ECOM	Crown Castle Fiber, LLC	14217	EVPL Standard EVC 200Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 351.73
54151ECOM	Crown Castle Fiber, LLC	14098	E-LAN Business Priority EVC 300Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 348.87
54151ECOM	Crown Castle Fiber, LLC	13255	E-LAN Business Priority EVC 200Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 347.73
54151ECOM	Crown Castle Fiber, LLC	13170	E-LAN Standard EVC 200Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 347.39
54151ECOM	Crown Castle Fiber, LLC	14151	E-LAN Standard EVC 500Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 347.20
54151ECOM	Crown Castle Fiber, LLC	13560	E-Line Standard EVC 600Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 346.86
54151ECOM	Crown Castle Fiber, LLC	14017	E-Line Standard EVC 800Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 346.76
54151ECOM	Crown Castle Fiber, LLC	13862	EVPL Business Critical EVC 100Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 346.60
54151ECOM	Crown Castle Fiber, LLC	13422	EVPL Mission Critical EVC 40Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 346.04
54151ECOM	Crown Castle Fiber, LLC	14318	EVPL Business Critical EVC 150Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 345.63

54151ECOM	Crown Castle Fiber, LLC	13642	E-LAN Business Priority EVC 200Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 343.91
54151ECOM	Crown Castle Fiber, LLC	14032	E-Line Business Priority EVC 600Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 343.39
54151ECOM	Crown Castle Fiber, LLC	13947	E-Line Standard CoS 600Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 343.04
54151ECOM	Crown Castle Fiber, LLC	14249	EVPL Business Critical EVC 100Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 342.79
54151ECOM	Crown Castle Fiber, LLC	14334	EVPL Mission Critical EVC 100Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 339.06
54151ECOM	Crown Castle Fiber, LLC	13270	E-LAN Business Critical EVC 100Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 338.89
54151ECOM	Crown Castle Fiber, LLC	13202	E-LAN Business Critical EVC 100Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 338.56
54151ECOM	Crown Castle Fiber, LLC	13592	E-Line Business Critical EVC 400Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 338.12
54151ECOM	Crown Castle Fiber, LLC	13658	E-LAN Business Critical EVC 150Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 337.61
54151ECOM	Crown Castle Fiber, LLC	13373	EVPL Standard EVC 100Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 334.88
54151ECOM	Crown Castle Fiber, LLC	14048	E-Line Business Critical EVC 500Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 334.14
54151ECOM	Crown Castle Fiber, LLC	13743	E-LAN Mission Critical EVC 150Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 333.94
54151ECOM	Crown Castle Fiber, LLC	13829	EVPL Standard EVC 150Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 333.94
54151ECOM	Crown Castle Fiber, LLC	13406	EVPL Business Critical EVC 50Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 333.76
54151ECOM	Crown Castle Fiber, LLC	14183	E-LAN Business Critical EVC 300Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 331.90
54151ECOM	Crown Castle Fiber, LLC	13845	EVPL Business Priority EVC 100Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 331.53
54151ECOM	Crown Castle Fiber, LLC	13760	EVPL Standard EVC 100Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 331.20
54151ECOM	Crown Castle Fiber, LLC	13674	E-LAN Mission Critical EVC 100Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 331.20
54151ECOM	Crown Castle Fiber, LLC	14064	E-Line Mission Critical EVC 400Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 330.77

54151ECOM	Crown Castle Fiber, LLC	14301	EVPL Business Priority EVC 150Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 330.60
54151ECOM	Crown Castle Fiber, LLC	14130	E-LAN Mission Critical EVC 150Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 330.27
54151ECOM	Crown Castle Fiber, LLC	14216	EVPL Standard EVC 150Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 330.27
54151ECOM	Crown Castle Fiber, LLC	13136	E-Line Business Critical EVC 300Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 329.66
54151ECOM	Crown Castle Fiber, LLC	14016	E-Line Standard EVC 700Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 329.46
54151ECOM	Crown Castle Fiber, LLC	14232	EVPL Business Priority EVC 100Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 327.88
54151ECOM	Crown Castle Fiber, LLC	13727	E-LAN Business Critical EVC 200Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 327.19
54151ECOM	Crown Castle Fiber, LLC	13103	E-Line Standard EVC 400Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 326.69
54151ECOM	Crown Castle Fiber, LLC	13254	E-LAN Business Priority EVC 150Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 326.52
54151ECOM	Crown Castle Fiber, LLC	13878	EVPL Mission Critical EVC 50Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 326.50
54151ECOM	Crown Castle Fiber, LLC	13169	E-LAN Standard EVC 150Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 326.19
54151ECOM	Crown Castle Fiber, LLC	13421	EVPL Mission Critical EVC 30Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 325.11
54151ECOM	Crown Castle Fiber, LLC	13185	E-LAN Business Priority EVC 100Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 323.84
54151ECOM	Crown Castle Fiber, LLC	14114	E-LAN Business Critical EVC 200Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 323.59
54151ECOM	Crown Castle Fiber, LLC	13575	E-Line Business Priority EVC 400Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 323.42
54151ECOM	Crown Castle Fiber, LLC	13490	E-Line Standard CoS 400Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 323.10
54151ECOM	Crown Castle Fiber, LLC	13641	E-LAN Business Priority EVC 150Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 322.93
54151ECOM	Crown Castle Fiber, LLC	14265	EVPL Mission Critical EVC 50Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 322.92
54151ECOM	Crown Castle Fiber, LLC	13559	E-Line Standard EVC 500Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 322.84

54151ECOM	Crown Castle Fiber, LLC	13608	E-Line Mission Critical EVC 300Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 322.49
54151ECOM	Crown Castle Fiber, LLC	14150	E-LAN Standard EVC 400Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 321.16
54151ECOM	Crown Castle Fiber, LLC	13694	E-LAN Standard EVC 300Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 320.68
54151ECOM	Crown Castle Fiber, LLC	14199	E-LAN Mission Critical EVC 200Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 320.07
54151ECOM	Crown Castle Fiber, LLC	14285	EVPL Standard EVC 200Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 320.07
54151ECOM	Crown Castle Fiber, LLC	14031	E-Line Business Priority EVC 500Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 319.61
54151ECOM	Crown Castle Fiber, LLC	13946	E-Line Standard CoS 500Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 319.29
54151ECOM	Crown Castle Fiber, LLC	13286	E-LAN Mission Critical EVC 50Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 319.25
54151ECOM	Crown Castle Fiber, LLC	13389	EVPL Business Priority EVC 50Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 319.25
54151ECOM	Crown Castle Fiber, LLC	13218	E-LAN Mission Critical EVC 50Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 318.93
54151ECOM	Crown Castle Fiber, LLC	13304	EVPL Standard EVC 50Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 318.93
54151ECOM	Crown Castle Fiber, LLC	13405	EVPL Business Critical EVC 40Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 318.35
54151ECOM	Crown Castle Fiber, LLC	14166	E-LAN Business Priority EVC 300Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 317.47
54151ECOM	Crown Castle Fiber, LLC	14081	E-LAN Standard EVC 300Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 317.15
54151ECOM	Crown Castle Fiber, LLC	13238	E-LAN Standard EVC 200Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 316.12
54151ECOM	Crown Castle Fiber, LLC	13119	E-Line Business Priority EVC 300Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 315.32
54151ECOM	Crown Castle Fiber, LLC	13034	E-Line Standard CoS 300Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 315.01
54151ECOM	Crown Castle Fiber, LLC	13710	E-LAN Business Priority EVC 200Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 312.96
54151ECOM	Crown Castle Fiber, LLC	13625	E-LAN Standard EVC 200Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 312.65

54151ECOM	Crown Castle Fiber, LLC	14015	E-Line Standard EVC 600Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 312.17
54151ECOM	Crown Castle Fiber, LLC	14317	EVPL Business Critical EVC 100Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 311.94
54151ECOM	Crown Castle Fiber, LLC	13877	EVPL Mission Critical EVC 40Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 311.43
54151ECOM	Crown Castle Fiber, LLC	14097	E-LAN Business Priority EVC 200Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 309.52
54151ECOM	Crown Castle Fiber, LLC	13152	E-Line Mission Critical EVC 200Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 308.29
54151ECOM	Crown Castle Fiber, LLC	14264	EVPL Mission Critical EVC 40Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 308.01
54151ECOM	Crown Castle Fiber, LLC	13726	E-LAN Business Critical EVC 150Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 307.22
54151ECOM	Crown Castle Fiber, LLC	13657	E-LAN Business Critical EVC 100Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 304.70
54151ECOM	Crown Castle Fiber, LLC	13285	E-LAN Mission Critical EVC 40Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 304.51
54151ECOM	Crown Castle Fiber, LLC	13388	EVPL Business Priority EVC 40Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 304.51
54151ECOM	Crown Castle Fiber, LLC	14047	E-Line Business Critical EVC 400Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 304.31
54151ECOM	Crown Castle Fiber, LLC	13217	E-LAN Mission Critical EVC 40Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 304.21
54151ECOM	Crown Castle Fiber, LLC	13303	EVPL Standard EVC 40Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 304.21
54151ECOM	Crown Castle Fiber, LLC	13420	EVPL Mission Critical EVC 20Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 304.18
54151ECOM	Crown Castle Fiber, LLC	14113	E-LAN Business Critical EVC 150Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 303.85
54151ECOM	Crown Castle Fiber, LLC	13742	E-LAN Mission Critical EVC 100Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 301.39
54151ECOM	Crown Castle Fiber, LLC	13828	EVPL Standard EVC 100Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 301.39
54151ECOM	Crown Castle Fiber, LLC	14198	E-LAN Mission Critical EVC 150Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 300.54
54151ECOM	Crown Castle Fiber, LLC	14284	EVPL Standard EVC 150Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 300.54

54151ECOM	Crown Castle Fiber, LLC	13861	EVPL Business Critical EVC 50Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 300.38
54151ECOM	Crown Castle Fiber, LLC	13404	EVPL Business Critical EVC 30Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 299.10
54151ECOM	Crown Castle Fiber, LLC	14300	EVPL Business Priority EVC 100Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 298.37
54151ECOM	Crown Castle Fiber, LLC	14215	EVPL Standard EVC 100Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 298.08
54151ECOM	Crown Castle Fiber, LLC	14129	E-LAN Mission Critical EVC 100Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 298.08
54151ECOM	Crown Castle Fiber, LLC	14248	EVPL Business Critical EVC 50Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 297.08
54151ECOM	Crown Castle Fiber, LLC	13237	E-LAN Standard EVC 150Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 296.83
54151ECOM	Crown Castle Fiber, LLC	13591	E-Line Business Critical EVC 300Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 296.69
54151ECOM	Crown Castle Fiber, LLC	13253	E-LAN Business Priority EVC 100Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 294.69
54151ECOM	Crown Castle Fiber, LLC	14182	E-LAN Business Critical EVC 200Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 294.47
54151ECOM	Crown Castle Fiber, LLC	13168	E-LAN Standard EVC 100Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 294.40
54151ECOM	Crown Castle Fiber, LLC	13558	E-Line Standard EVC 400Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 294.02
54151ECOM	Crown Castle Fiber, LLC	13709	E-LAN Business Priority EVC 150Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 293.87
54151ECOM	Crown Castle Fiber, LLC	14333	EVPL Mission Critical EVC 50Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 293.85
54151ECOM	Crown Castle Fiber, LLC	13269	E-LAN Business Critical EVC 50Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 293.71
54151ECOM	Crown Castle Fiber, LLC	13624	E-LAN Standard EVC 150Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 293.57
54151ECOM	Crown Castle Fiber, LLC	13201	E-LAN Business Critical EVC 50Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 293.41
54151ECOM	Crown Castle Fiber, LLC	13876	EVPL Mission Critical EVC 30Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 292.60
54151ECOM	Crown Castle Fiber, LLC	13640	E-LAN Business Priority EVC 100Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 291.45

54151ECOM	Crown Castle Fiber, LLC	14030	E-Line Business Priority EVC 400Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 291.08
54151ECOM	Crown Castle Fiber, LLC	13945	E-Line Standard CoS 400Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 290.79
54151ECOM	Crown Castle Fiber, LLC	14096	E-LAN Business Priority EVC 150Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 290.64
54151ECOM	Crown Castle Fiber, LLC	14014	E-Line Standard EVC 500Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 290.56
54151ECOM	Crown Castle Fiber, LLC	14063	E-Line Mission Critical EVC 300Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 290.24
54151ECOM	Crown Castle Fiber, LLC	13372	EVPL Standard EVC 50Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 290.23
54151ECOM	Crown Castle Fiber, LLC	14263	EVPL Mission Critical EVC 30Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 289.38
54151ECOM	Crown Castle Fiber, LLC	14149	E-LAN Standard EVC 300Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 288.61
54151ECOM	Crown Castle Fiber, LLC	13844	EVPL Business Priority EVC 50Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 287.32
54151ECOM	Crown Castle Fiber, LLC	13673	E-LAN Mission Critical EVC 50Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 287.04
54151ECOM	Crown Castle Fiber, LLC	13759	EVPL Standard EVC 50Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 287.04
54151ECOM	Crown Castle Fiber, LLC	13102	E-Line Standard EVC 300Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 286.66
54151ECOM	Crown Castle Fiber, LLC	13860	EVPL Business Critical EVC 40Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 286.52
54151ECOM	Crown Castle Fiber, LLC	13387	EVPL Business Priority EVC 30Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 286.10
54151ECOM	Crown Castle Fiber, LLC	13284	E-LAN Mission Critical EVC 30Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 286.10
54151ECOM	Crown Castle Fiber, LLC	13216	E-LAN Mission Critical EVC 30Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 285.81
54151ECOM	Crown Castle Fiber, LLC	13302	EVPL Standard EVC 30Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 285.81
54151ECOM	Crown Castle Fiber, LLC	13693	E-LAN Standard EVC 200Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 284.51
54151ECOM	Crown Castle Fiber, LLC	14231	EVPL Business Priority EVC 50Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 284.17

54151ECOM	Crown Castle Fiber, LLC	13574	E-Line Business Priority EVC 300Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 283.79
54151ECOM	Crown Castle Fiber, LLC	13135	E-Line Business Critical EVC 200Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 283.62
54151ECOM	Crown Castle Fiber, LLC	13489	E-Line Standard CoS 300Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 283.51
54151ECOM	Crown Castle Fiber, LLC	14247	EVPL Business Critical EVC 40Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 283.37
54151ECOM	Crown Castle Fiber, LLC	14165	E-LAN Business Priority EVC 200Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 281.66
54151ECOM	Crown Castle Fiber, LLC	14080	E-LAN Standard EVC 200Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 281.38
54151ECOM	Crown Castle Fiber, LLC	13184	E-LAN Business Priority EVC 50Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 280.66
54151ECOM	Crown Castle Fiber, LLC	14332	EVPL Mission Critical EVC 40Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 280.29
54151ECOM	Crown Castle Fiber, LLC	13268	E-LAN Business Critical EVC 40Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 280.15
54151ECOM	Crown Castle Fiber, LLC	13200	E-LAN Business Critical EVC 40Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 279.87
54151ECOM	Crown Castle Fiber, LLC	13403	EVPL Business Critical EVC 20Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 279.84
54151ECOM	Crown Castle Fiber, LLC	13419	EVPL Mission Critical EVC 10Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 279.06
54151ECOM	Crown Castle Fiber, LLC	13418	EVPL Mission Critical EVC 5Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 278.85
54151ECOM	Crown Castle Fiber, LLC	13151	E-Line Mission Critical EVC 150Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 278.26
54151ECOM	Crown Castle Fiber, LLC	13607	E-Line Mission Critical EVC 200Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 277.46
54151ECOM	Crown Castle Fiber, LLC	13725	E-LAN Business Critical EVC 100Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 277.28
54151ECOM	Crown Castle Fiber, LLC	13371	EVPL Standard EVC 40Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 276.83
54151ECOM	Crown Castle Fiber, LLC	14181	E-LAN Business Critical EVC 150Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 276.50
54151ECOM	Crown Castle Fiber, LLC	14112	E-LAN Business Critical EVC 100Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 274.23

54151ECOM	Crown Castle Fiber, LLC	13843	EVPL Business Priority EVC 40Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 274.06
54151ECOM	Crown Castle Fiber, LLC	13672	E-LAN Mission Critical EVC 40Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 273.79
54151ECOM	Crown Castle Fiber, LLC	13758	EVPL Standard EVC 40Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 273.79
54151ECOM	Crown Castle Fiber, LLC	13875	EVPL Mission Critical EVC 20Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 273.76
54151ECOM	Crown Castle Fiber, LLC	13118	E-Line Business Priority EVC 200Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 271.29
54151ECOM	Crown Castle Fiber, LLC	14197	E-LAN Mission Critical EVC 100Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 271.25
54151ECOM	Crown Castle Fiber, LLC	14283	EVPL Standard EVC 100Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 271.25
54151ECOM	Crown Castle Fiber, LLC	14230	EVPL Business Priority EVC 40Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 271.05
54151ECOM	Crown Castle Fiber, LLC	13033	E-Line Standard CoS 200Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 271.02
54151ECOM	Crown Castle Fiber, LLC	14262	EVPL Mission Critical EVC 20Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 270.75
54151ECOM	Crown Castle Fiber, LLC	14316	EVPL Business Critical EVC 50Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 270.34
54151ECOM	Crown Castle Fiber, LLC	13859	EVPL Business Critical EVC 30Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 269.19
54151ECOM	Crown Castle Fiber, LLC	13236	E-LAN Standard EVC 100Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 267.90
54151ECOM	Crown Castle Fiber, LLC	13183	E-LAN Business Priority EVC 40Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 267.70
54151ECOM	Crown Castle Fiber, LLC	13283	E-LAN Mission Critical EVC 20Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 267.68
54151ECOM	Crown Castle Fiber, LLC	13386	EVPL Business Priority EVC 20Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 267.68
54151ECOM	Crown Castle Fiber, LLC	13301	EVPL Standard EVC 20Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 267.41
54151ECOM	Crown Castle Fiber, LLC	13215	E-LAN Mission Critical EVC 20Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 267.41
54151ECOM	Crown Castle Fiber, LLC	13692	E-LAN Standard EVC 150Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 267.15

54151ECOM	Crown Castle Fiber, LLC	14046	E-Line Business Critical EVC 300Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 267.02
54151ECOM	Crown Castle Fiber, LLC	14246	EVPL Business Critical EVC 30Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 266.23
54151ECOM	Crown Castle Fiber, LLC	13708	E-LAN Business Priority EVC 100Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 265.22
54151ECOM	Crown Castle Fiber, LLC	13623	E-LAN Standard EVC 100Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 264.96
54151ECOM	Crown Castle Fiber, LLC	14013	E-Line Standard EVC 400Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 264.62
54151ECOM	Crown Castle Fiber, LLC	14164	E-LAN Business Priority EVC 150Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 264.48
54151ECOM	Crown Castle Fiber, LLC	14079	E-LAN Standard EVC 150Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 264.21
54151ECOM	Crown Castle Fiber, LLC	13656	E-LAN Business Critical EVC 50Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 264.07
54151ECOM	Crown Castle Fiber, LLC	14331	EVPL Mission Critical EVC 30Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 263.34
54151ECOM	Crown Castle Fiber, LLC	13267	E-LAN Business Critical EVC 30Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 263.21
54151ECOM	Crown Castle Fiber, LLC	13199	E-LAN Business Critical EVC 30Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 262.94
54151ECOM	Crown Castle Fiber, LLC	14095	E-LAN Business Priority EVC 100Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 262.31
54151ECOM	Crown Castle Fiber, LLC	13741	E-LAN Mission Critical EVC 50Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 261.20
54151ECOM	Crown Castle Fiber, LLC	13827	EVPL Standard EVC 50Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 261.20
54151ECOM	Crown Castle Fiber, LLC	13370	EVPL Standard EVC 30Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 260.09
54151ECOM	Crown Castle Fiber, LLC	14299	EVPL Business Priority EVC 50Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 258.59
54151ECOM	Crown Castle Fiber, LLC	14214	EVPL Standard EVC 50Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 258.33
54151ECOM	Crown Castle Fiber, LLC	14128	E-LAN Mission Critical EVC 50Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 258.33
54151ECOM	Crown Castle Fiber, LLC	13557	E-Line Standard EVC 300Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 257.99

54151ECOM	Crown Castle Fiber, LLC	14315	EVPL Business Critical EVC 40Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 257.87
54151ECOM	Crown Castle Fiber, LLC	13842	EVPL Business Priority EVC 30Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 257.49
54151ECOM	Crown Castle Fiber, LLC	13757	EVPL Standard EVC 30Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 257.23
54151ECOM	Crown Castle Fiber, LLC	13671	E-LAN Mission Critical EVC 30Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 257.23
54151ECOM	Crown Castle Fiber, LLC	13402	EVPL Business Critical EVC 10Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 256.74
54151ECOM	Crown Castle Fiber, LLC	13401	EVPL Business Critical EVC 5Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 256.54
54151ECOM	Crown Castle Fiber, LLC	14148	E-LAN Standard EVC 200Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 256.06
54151ECOM	Crown Castle Fiber, LLC	13134	E-Line Business Critical EVC 150Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 256.00
54151ECOM	Crown Castle Fiber, LLC	14029	E-Line Business Priority EVC 300Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 255.41
54151ECOM	Crown Castle Fiber, LLC	13252	E-LAN Business Priority EVC 50Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 255.40
54151ECOM	Crown Castle Fiber, LLC	13590	E-Line Business Critical EVC 200Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 255.26
54151ECOM	Crown Castle Fiber, LLC	13944	E-Line Standard CoS 300Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 255.16
54151ECOM	Crown Castle Fiber, LLC	13167	E-LAN Standard EVC 50Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 255.14
54151ECOM	Crown Castle Fiber, LLC	14229	EVPL Business Priority EVC 30Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 254.66
54151ECOM	Crown Castle Fiber, LLC	13639	E-LAN Business Priority EVC 50Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 252.59
54151ECOM	Crown Castle Fiber, LLC	13655	E-LAN Business Critical EVC 40Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 251.89
54151ECOM	Crown Castle Fiber, LLC	13858	EVPL Business Critical EVC 20Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 251.86
54151ECOM	Crown Castle Fiber, LLC	13182	E-LAN Business Priority EVC 30Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 251.51
54151ECOM	Crown Castle Fiber, LLC	13874	EVPL Mission Critical EVC 10Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 251.16

54151ECOM	Crown Castle Fiber, LLC	13873	EVPL Mission Critical EVC 5Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 250.97
54151ECOM	Crown Castle Fiber, LLC	13606	E-Line Mission Critical EVC 150Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 250.44
54151ECOM	Crown Castle Fiber, LLC	14062	E-Line Mission Critical EVC 200Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 249.71
54151ECOM	Crown Castle Fiber, LLC	14180	E-LAN Business Critical EVC 100Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 249.55
54151ECOM	Crown Castle Fiber, LLC	13740	E-LAN Mission Critical EVC 40Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 249.15
54151ECOM	Crown Castle Fiber, LLC	13826	EVPL Standard EVC 40Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 249.15
54151ECOM	Crown Castle Fiber, LLC	14245	EVPL Business Critical EVC 20Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 249.09
54151ECOM	Crown Castle Fiber, LLC	14261	EVPL Mission Critical EVC 10Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 248.40
54151ECOM	Crown Castle Fiber, LLC	13150	E-Line Mission Critical EVC 100Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 248.24
54151ECOM	Crown Castle Fiber, LLC	14260	EVPL Mission Critical EVC 5Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 248.21
54151ECOM	Crown Castle Fiber, LLC	14298	EVPL Business Priority EVC 40Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 246.66
54151ECOM	Crown Castle Fiber, LLC	13101	E-Line Standard EVC 200Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 246.63
54151ECOM	Crown Castle Fiber, LLC	14127	E-LAN Mission Critical EVC 40Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 246.41
54151ECOM	Crown Castle Fiber, LLC	14213	EVPL Standard EVC 40Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 246.41
54151ECOM	Crown Castle Fiber, LLC	14330	EVPL Mission Critical EVC 20Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 246.38
54151ECOM	Crown Castle Fiber, LLC	13266	E-LAN Business Critical EVC 20Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 246.26
54151ECOM	Crown Castle Fiber, LLC	13198	E-LAN Business Critical EVC 20Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 246.02
54151ECOM	Crown Castle Fiber, LLC	13282	E-LAN Mission Critical EVC 10Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 245.58
54151ECOM	Crown Castle Fiber, LLC	13385	EVPL Business Priority EVC 10Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 245.58

54151ECOM	Crown Castle Fiber, LLC	13281	E-LAN Mission Critical EVC 5Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 245.39
54151ECOM	Crown Castle Fiber, LLC	13384	EVPL Business Priority EVC 5Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 245.39
54151ECOM	Crown Castle Fiber, LLC	13214	E-LAN Mission Critical EVC 10Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 245.33
54151ECOM	Crown Castle Fiber, LLC	13300	EVPL Standard EVC 10Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 245.33
54151ECOM	Crown Castle Fiber, LLC	13213	E-LAN Mission Critical EVC 5Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 245.15
54151ECOM	Crown Castle Fiber, LLC	13299	EVPL Standard EVC 5Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 245.15
54151ECOM	Crown Castle Fiber, LLC	13117	E-Line Business Priority EVC 150Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 244.87
54151ECOM	Crown Castle Fiber, LLC	13032	E-Line Standard CoS 150Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 244.63
54151ECOM	Crown Castle Fiber, LLC	13573	E-Line Business Priority EVC 200Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 244.16
54151ECOM	Crown Castle Fiber, LLC	13488	E-Line Standard CoS 200Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 243.92
54151ECOM	Crown Castle Fiber, LLC	13251	E-LAN Business Priority EVC 40Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 243.61
54151ECOM	Crown Castle Fiber, LLC	13166	E-LAN Standard EVC 40Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 243.37
54151ECOM	Crown Castle Fiber, LLC	13369	EVPL Standard EVC 20Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 243.34
54151ECOM	Crown Castle Fiber, LLC	14314	EVPL Business Critical EVC 30Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 242.27
54151ECOM	Crown Castle Fiber, LLC	13691	E-LAN Standard EVC 100Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 241.11
54151ECOM	Crown Castle Fiber, LLC	13638	E-LAN Business Priority EVC 40Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 240.93
54151ECOM	Crown Castle Fiber, LLC	13841	EVPL Business Priority EVC 20Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 240.91
54151ECOM	Crown Castle Fiber, LLC	13670	E-LAN Mission Critical EVC 20Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 240.67
54151ECOM	Crown Castle Fiber, LLC	13756	EVPL Standard EVC 20Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 240.67

54151ECOM	Crown Castle Fiber, LLC	14147	E-LAN Standard EVC 150Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 240.44
54151ECOM	Crown Castle Fiber, LLC	13724	E-LAN Business Critical EVC 50Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 240.31
54151ECOM	Crown Castle Fiber, LLC	14163	E-LAN Business Priority EVC 100Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 238.70
54151ECOM	Crown Castle Fiber, LLC	14078	E-LAN Standard EVC 100Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 238.46
54151ECOM	Crown Castle Fiber, LLC	14228	EVPL Business Priority EVC 20Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 238.26
54151ECOM	Crown Castle Fiber, LLC	14111	E-LAN Business Critical EVC 50Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 237.67
54151ECOM	Crown Castle Fiber, LLC	13654	E-LAN Business Critical EVC 30Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 236.65
54151ECOM	Crown Castle Fiber, LLC	13181	E-LAN Business Priority EVC 20Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 235.32
54151ECOM	Crown Castle Fiber, LLC	14196	E-LAN Mission Critical EVC 50Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 235.08
54151ECOM	Crown Castle Fiber, LLC	14282	EVPL Standard EVC 50Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 235.08
54151ECOM	Crown Castle Fiber, LLC	13825	EVPL Standard EVC 30Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 234.08
54151ECOM	Crown Castle Fiber, LLC	13739	E-LAN Mission Critical EVC 30Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 234.08
54151ECOM	Crown Castle Fiber, LLC	14012	E-Line Standard EVC 300Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 232.19
54151ECOM	Crown Castle Fiber, LLC	13235	E-LAN Standard EVC 50Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 232.18
54151ECOM	Crown Castle Fiber, LLC	14297	EVPL Business Priority EVC 30Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 231.74
54151ECOM	Crown Castle Fiber, LLC	14212	EVPL Standard EVC 30Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 231.51
54151ECOM	Crown Castle Fiber, LLC	14126	E-LAN Mission Critical EVC 30Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 231.51
54151ECOM	Crown Castle Fiber, LLC	13857	EVPL Business Critical EVC 10Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 231.06
54151ECOM	Crown Castle Fiber, LLC	13856	EVPL Business Critical EVC 5Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 230.89

54151ECOM	Crown Castle Fiber, LLC	13589	E-Line Business Critical EVC 150Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 230.40
54151ECOM	Crown Castle Fiber, LLC	13707	E-LAN Business Priority EVC 50Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 229.86
54151ECOM	Crown Castle Fiber, LLC	14045	E-Line Business Critical EVC 200Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 229.73
54151ECOM	Crown Castle Fiber, LLC	13622	E-LAN Standard EVC 50Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 229.63
54151ECOM	Crown Castle Fiber, LLC	13723	E-LAN Business Critical EVC 40Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 229.22
54151ECOM	Crown Castle Fiber, LLC	13250	E-LAN Business Priority EVC 30Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 228.88
54151ECOM	Crown Castle Fiber, LLC	13165	E-LAN Standard EVC 30Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 228.65
54151ECOM	Crown Castle Fiber, LLC	14244	EVPL Business Critical EVC 10Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 228.52
54151ECOM	Crown Castle Fiber, LLC	13133	E-Line Business Critical EVC 100Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 228.38
54151ECOM	Crown Castle Fiber, LLC	14243	EVPL Business Critical EVC 5Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 228.35
54151ECOM	Crown Castle Fiber, LLC	14094	E-LAN Business Priority EVC 50Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 227.33
54151ECOM	Crown Castle Fiber, LLC	14110	E-LAN Business Critical EVC 40Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 226.70
54151ECOM	Crown Castle Fiber, LLC	14313	EVPL Business Critical EVC 20Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 226.67
54151ECOM	Crown Castle Fiber, LLC	13637	E-LAN Business Priority EVC 30Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 226.36
54151ECOM	Crown Castle Fiber, LLC	14329	EVPL Mission Critical EVC 10Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 226.04
54151ECOM	Crown Castle Fiber, LLC	13265	E-LAN Business Critical EVC 10Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 225.93
54151ECOM	Crown Castle Fiber, LLC	14328	EVPL Mission Critical EVC 5Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 225.87
54151ECOM	Crown Castle Fiber, LLC	13264	E-LAN Business Critical EVC 5Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 225.76
54151ECOM	Crown Castle Fiber, LLC	13197	E-LAN Business Critical EVC 10Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 225.70

54151ECOM	Crown Castle Fiber, LLC	13196	E-LAN Business Critical EVC 5Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 225.53
54151ECOM	Crown Castle Fiber, LLC	14061	E-Line Mission Critical EVC 150Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 225.39
54151ECOM	Crown Castle Fiber, LLC	14195	E-LAN Mission Critical EVC 40Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 224.23
54151ECOM	Crown Castle Fiber, LLC	14281	EVPL Standard EVC 40Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 224.23
54151ECOM	Crown Castle Fiber, LLC	13605	E-Line Mission Critical EVC 100Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 223.42
54151ECOM	Crown Castle Fiber, LLC	13368	EVPL Standard EVC 10Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 223.25
54151ECOM	Crown Castle Fiber, LLC	13367	EVPL Standard EVC 5Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 223.08
54151ECOM	Crown Castle Fiber, LLC	13100	E-Line Standard EVC 150Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 222.61
54151ECOM	Crown Castle Fiber, LLC	13556	E-Line Standard EVC 200Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 221.97
54151ECOM	Crown Castle Fiber, LLC	13234	E-LAN Standard EVC 40Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 221.46
54151ECOM	Crown Castle Fiber, LLC	13653	E-LAN Business Critical EVC 20Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 221.42
54151ECOM	Crown Castle Fiber, LLC	13840	EVPL Business Priority EVC 10Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 221.02
54151ECOM	Crown Castle Fiber, LLC	13839	EVPL Business Priority EVC 5Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 220.85
54151ECOM	Crown Castle Fiber, LLC	13669	E-LAN Mission Critical EVC 10Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 220.80
54151ECOM	Crown Castle Fiber, LLC	13755	EVPL Standard EVC 10Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 220.80
54151ECOM	Crown Castle Fiber, LLC	13668	E-LAN Mission Critical EVC 5Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 220.63
54151ECOM	Crown Castle Fiber, LLC	13754	EVPL Standard EVC 5Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 220.63
54151ECOM	Crown Castle Fiber, LLC	13572	E-Line Business Priority EVC 150Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 220.39
54151ECOM	Crown Castle Fiber, LLC	13487	E-Line Standard CoS 150Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 220.16

54151ECOM	Crown Castle Fiber, LLC	14028	E-Line Business Priority EVC 200Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 219.75
54151ECOM	Crown Castle Fiber, LLC	13943	E-Line Standard CoS 200Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 219.53
54151ECOM	Crown Castle Fiber, LLC	13706	E-LAN Business Priority EVC 40Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 219.25
54151ECOM	Crown Castle Fiber, LLC	13621	E-LAN Standard EVC 40Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 219.03
54151ECOM	Crown Castle Fiber, LLC	13738	E-LAN Mission Critical EVC 20Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 219.01
54151ECOM	Crown Castle Fiber, LLC	13824	EVPL Standard EVC 20Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 219.01
54151ECOM	Crown Castle Fiber, LLC	14227	EVPL Business Priority EVC 10Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 218.59
54151ECOM	Crown Castle Fiber, LLC	13116	E-Line Business Priority EVC 100Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 218.45
54151ECOM	Crown Castle Fiber, LLC	14226	EVPL Business Priority EVC 5Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 218.42
54151ECOM	Crown Castle Fiber, LLC	13031	E-Line Standard CoS 100Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 218.23
54151ECOM	Crown Castle Fiber, LLC	14146	E-LAN Standard EVC 100Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 217.00
54151ECOM	Crown Castle Fiber, LLC	14093	E-LAN Business Priority EVC 40Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 216.84
54151ECOM	Crown Castle Fiber, LLC	14296	EVPL Business Priority EVC 20Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 216.82
54151ECOM	Crown Castle Fiber, LLC	14125	E-LAN Mission Critical EVC 20Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 216.60
54151ECOM	Crown Castle Fiber, LLC	14211	EVPL Standard EVC 20Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 216.60
54151ECOM	Crown Castle Fiber, LLC	14179	E-LAN Business Critical EVC 50Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 216.28
54151ECOM	Crown Castle Fiber, LLC	13180	E-LAN Business Priority EVC 10Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 215.89
54151ECOM	Crown Castle Fiber, LLC	13179	E-LAN Business Priority EVC 5Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 215.73
54151ECOM	Crown Castle Fiber, LLC	13722	E-LAN Business Critical EVC 30Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 215.35

54151ECOM	Crown Castle Fiber, LLC	13249	E-LAN Business Priority EVC 20Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 214.14
54151ECOM	Crown Castle Fiber, LLC	13164	E-LAN Standard EVC 20Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 213.93
54151ECOM	Crown Castle Fiber, LLC	14109	E-LAN Business Critical EVC 30Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 212.99
54151ECOM	Crown Castle Fiber, LLC	13149	E-Line Mission Critical EVC 50Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 212.56
54151ECOM	Crown Castle Fiber, LLC	13636	E-LAN Business Priority EVC 20Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 211.79
54151ECOM	Crown Castle Fiber, LLC	14194	E-LAN Mission Critical EVC 30Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 210.67
54151ECOM	Crown Castle Fiber, LLC	14280	EVPL Standard EVC 30Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 210.67
54151ECOM	Crown Castle Fiber, LLC	13690	E-LAN Standard EVC 50Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 208.96
54151ECOM	Crown Castle Fiber, LLC	13233	E-LAN Standard EVC 30Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 208.07
54151ECOM	Crown Castle Fiber, LLC	14312	EVPL Business Critical EVC 10Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 207.96
54151ECOM	Crown Castle Fiber, LLC	14311	EVPL Business Critical EVC 5Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 207.80
54151ECOM	Crown Castle Fiber, LLC	14044	E-Line Business Critical EVC 150Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 207.36
54151ECOM	Crown Castle Fiber, LLC	14162	E-LAN Business Priority EVC 50Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 206.87
54151ECOM	Crown Castle Fiber, LLC	14077	E-LAN Standard EVC 50Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 206.67
54151ECOM	Crown Castle Fiber, LLC	14178	E-LAN Business Critical EVC 40Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 206.29
54151ECOM	Crown Castle Fiber, LLC	13705	E-LAN Business Priority EVC 30Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 205.99
54151ECOM	Crown Castle Fiber, LLC	13620	E-LAN Standard EVC 30Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 205.78
54151ECOM	Crown Castle Fiber, LLC	13588	E-Line Business Critical EVC 100Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 205.54
54151ECOM	Crown Castle Fiber, LLC	13148	E-Line Mission Critical EVC 40Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 204.53

54151ECOM	Crown Castle Fiber, LLC	14092	E-LAN Business Priority EVC 30Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 203.72
54151ECOM	Crown Castle Fiber, LLC	13652	E-LAN Business Critical EVC 10Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 203.13
54151ECOM	Crown Castle Fiber, LLC	13651	E-LAN Business Critical EVC 5Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 202.98
54151ECOM	Crown Castle Fiber, LLC	13721	E-LAN Business Critical EVC 20Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 201.49
54151ECOM	Crown Castle Fiber, LLC	14060	E-Line Mission Critical EVC 100Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 201.08
54151ECOM	Crown Castle Fiber, LLC	13737	E-LAN Mission Critical EVC 10Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 200.93
54151ECOM	Crown Castle Fiber, LLC	13823	EVPL Standard EVC 10Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 200.93
54151ECOM	Crown Castle Fiber, LLC	13736	E-LAN Mission Critical EVC 5Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 200.77
54151ECOM	Crown Castle Fiber, LLC	13822	EVPL Standard EVC 5Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 200.77
54151ECOM	Crown Castle Fiber, LLC	13555	E-Line Standard EVC 150Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 200.35
54151ECOM	Crown Castle Fiber, LLC	14011	E-Line Standard EVC 200Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 199.77
54151ECOM	Crown Castle Fiber, LLC	13689	E-LAN Standard EVC 40Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 199.32
54151ECOM	Crown Castle Fiber, LLC	14108	E-LAN Business Critical EVC 20Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 199.27
54151ECOM	Crown Castle Fiber, LLC	14295	EVPL Business Priority EVC 10Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 198.92
54151ECOM	Crown Castle Fiber, LLC	14294	EVPL Business Priority EVC 5Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 198.77
54151ECOM	Crown Castle Fiber, LLC	14124	E-LAN Mission Critical EVC 10Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 198.72
54151ECOM	Crown Castle Fiber, LLC	14210	EVPL Standard EVC 10Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 198.72
54151ECOM	Crown Castle Fiber, LLC	13099	E-Line Standard EVC 100Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 198.59
54151ECOM	Crown Castle Fiber, LLC	14123	E-LAN Mission Critical EVC 5Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 198.57

54151ECOM	Crown Castle Fiber, LLC	14209	EVPL Standard EVC 5Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 198.57
54151ECOM	Crown Castle Fiber, LLC	14027	E-Line Business Priority EVC 150Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 198.35
54151ECOM	Crown Castle Fiber, LLC	13942	E-Line Standard CoS 150Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 198.15
54151ECOM	Crown Castle Fiber, LLC	14161	E-LAN Business Priority EVC 40Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 197.32
54151ECOM	Crown Castle Fiber, LLC	14076	E-LAN Standard EVC 40Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 197.13
54151ECOM	Crown Castle Fiber, LLC	14193	E-LAN Mission Critical EVC 20Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 197.11
54151ECOM	Crown Castle Fiber, LLC	14279	EVPL Standard EVC 20Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 197.11
54151ECOM	Crown Castle Fiber, LLC	13571	E-Line Business Priority EVC 100Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 196.61
54151ECOM	Crown Castle Fiber, LLC	13248	E-LAN Business Priority EVC 10Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 196.46
54151ECOM	Crown Castle Fiber, LLC	13486	E-Line Standard CoS 100Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 196.41
54151ECOM	Crown Castle Fiber, LLC	13247	E-LAN Business Priority EVC 5Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 196.31
54151ECOM	Crown Castle Fiber, LLC	13163	E-LAN Standard EVC 10Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 196.26
54151ECOM	Crown Castle Fiber, LLC	13162	E-LAN Standard EVC 5Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 196.12
54151ECOM	Crown Castle Fiber, LLC	13132	E-Line Business Critical EVC 50Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 195.55
54151ECOM	Crown Castle Fiber, LLC	13232	E-LAN Standard EVC 20Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 194.67
54151ECOM	Crown Castle Fiber, LLC	13635	E-LAN Business Priority EVC 10Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 194.30
54151ECOM	Crown Castle Fiber, LLC	13634	E-LAN Business Priority EVC 5Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 194.16
54151ECOM	Crown Castle Fiber, LLC	13147	E-Line Mission Critical EVC 30Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 193.82
54151ECOM	Crown Castle Fiber, LLC	14177	E-LAN Business Critical EVC 30Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 193.82

54151ECOM	Crown Castle Fiber, LLC	13704	E-LAN Business Priority EVC 20Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 192.73
54151ECOM	Crown Castle Fiber, LLC	13619	E-LAN Standard EVC 20Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 192.53
54151ECOM	Crown Castle Fiber, LLC	13604	E-Line Mission Critical EVC 50Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 191.30
54151ECOM	Crown Castle Fiber, LLC	14091	E-LAN Business Priority EVC 20Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 190.61
54151ECOM	Crown Castle Fiber, LLC	13131	E-Line Business Critical EVC 40Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 188.17
54151ECOM	Crown Castle Fiber, LLC	14145	E-LAN Standard EVC 50Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 188.07
54151ECOM	Crown Castle Fiber, LLC	13688	E-LAN Standard EVC 30Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 187.26
54151ECOM	Crown Castle Fiber, LLC	13115	E-Line Business Priority EVC 50Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 187.05
54151ECOM	Crown Castle Fiber, LLC	13030	E-Line Standard CoS 50Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 186.86
54151ECOM	Crown Castle Fiber, LLC	14160	E-LAN Business Priority EVC 30Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 185.39
54151ECOM	Crown Castle Fiber, LLC	14075	E-LAN Standard EVC 30Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 185.20
54151ECOM	Crown Castle Fiber, LLC	14043	E-Line Business Critical EVC 100Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 184.99
54151ECOM	Crown Castle Fiber, LLC	13720	E-LAN Business Critical EVC 10Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 184.85
54151ECOM	Crown Castle Fiber, LLC	13719	E-LAN Business Critical EVC 5Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 184.71
54151ECOM	Crown Castle Fiber, LLC	13603	E-Line Mission Critical EVC 40Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 184.08
54151ECOM	Crown Castle Fiber, LLC	13146	E-Line Mission Critical EVC 20Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 183.12
54151ECOM	Crown Castle Fiber, LLC	14107	E-LAN Business Critical EVC 10Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 182.82
54151ECOM	Crown Castle Fiber, LLC	14106	E-LAN Business Critical EVC 5Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 182.68
54151ECOM	Crown Castle Fiber, LLC	14176	E-LAN Business Critical EVC 20Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 181.34

54151ECOM	Crown Castle Fiber, LLC	14278	EVPL Standard EVC 10Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 180.83
54151ECOM	Crown Castle Fiber, LLC	14192	E-LAN Mission Critical EVC 10Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 180.83
54151ECOM	Crown Castle Fiber, LLC	14191	E-LAN Mission Critical EVC 5Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 180.70
54151ECOM	Crown Castle Fiber, LLC	14277	EVPL Standard EVC 5Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 180.70
54151ECOM	Crown Castle Fiber, LLC	14010	E-Line Standard EVC 150Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 180.32
54151ECOM	Crown Castle Fiber, LLC	13114	E-Line Business Priority EVC 40Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 179.98
54151ECOM	Crown Castle Fiber, LLC	13029	E-Line Standard CoS 40Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 179.81
54151ECOM	Crown Castle Fiber, LLC	14144	E-LAN Standard EVC 40Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 179.39
54151ECOM	Crown Castle Fiber, LLC	13554	E-Line Standard EVC 100Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 178.73
54151ECOM	Crown Castle Fiber, LLC	13231	E-LAN Standard EVC 10Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 178.60
54151ECOM	Crown Castle Fiber, LLC	13230	E-LAN Standard EVC 5Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 178.47
54151ECOM	Crown Castle Fiber, LLC	13130	E-Line Business Critical EVC 30Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 178.32
54151ECOM	Crown Castle Fiber, LLC	14026	E-Line Business Priority EVC 100Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 176.95
54151ECOM	Crown Castle Fiber, LLC	13703	E-LAN Business Priority EVC 10Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 176.81
54151ECOM	Crown Castle Fiber, LLC	13941	E-Line Standard CoS 100Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 176.77
54151ECOM	Crown Castle Fiber, LLC	13702	E-LAN Business Priority EVC 5Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 176.68
54151ECOM	Crown Castle Fiber, LLC	13618	E-LAN Standard EVC 10Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 176.64
54151ECOM	Crown Castle Fiber, LLC	13617	E-LAN Standard EVC 5Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 176.50
54151ECOM	Crown Castle Fiber, LLC	13587	E-Line Business Critical EVC 50Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 176.00

54151ECOM	Crown Castle Fiber, LLC	13687	E-LAN Standard EVC 20Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 175.21
54151ECOM	Crown Castle Fiber, LLC	14090	E-LAN Business Priority EVC 10Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 174.87
54151ECOM	Crown Castle Fiber, LLC	14089	E-LAN Business Priority EVC 5Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 174.74
54151ECOM	Crown Castle Fiber, LLC	13602	E-Line Mission Critical EVC 30Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 174.44
54151ECOM	Crown Castle Fiber, LLC	14159	E-LAN Business Priority EVC 20Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 173.45
54151ECOM	Crown Castle Fiber, LLC	14074	E-LAN Standard EVC 20Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 173.28
54151ECOM	Crown Castle Fiber, LLC	13144	E-Line Mission Critical EVC 5Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 172.62
54151ECOM	Crown Castle Fiber, LLC	13145	E-Line Mission Critical EVC 10Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 172.62
54151ECOM	Crown Castle Fiber, LLC	14059	E-Line Mission Critical EVC 50Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 172.17
54151ECOM	Crown Castle Fiber, LLC	13113	E-Line Business Priority EVC 30Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 170.56
54151ECOM	Crown Castle Fiber, LLC	13028	E-Line Standard CoS 30Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 170.39
54151ECOM	Crown Castle Fiber, LLC	13098	E-Line Standard EVC 50Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 170.05
54151ECOM	Crown Castle Fiber, LLC	13586	E-Line Business Critical EVC 40Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 169.35
54151ECOM	Crown Castle Fiber, LLC	14143	E-LAN Standard EVC 30Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 168.54
54151ECOM	Crown Castle Fiber, LLC	13129	E-Line Business Critical EVC 20Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 168.47
54151ECOM	Crown Castle Fiber, LLC	13570	E-Line Business Priority EVC 50Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 168.35
54151ECOM	Crown Castle Fiber, LLC	13485	E-Line Standard CoS 50Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 168.18
54151ECOM	Crown Castle Fiber, LLC	14175	E-LAN Business Critical EVC 10Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 166.37
54151ECOM	Crown Castle Fiber, LLC	14174	E-LAN Business Critical EVC 5Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 166.24

54151ECOM	Crown Castle Fiber, LLC	14058	E-Line Mission Critical EVC 40Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 165.67
54151ECOM	Crown Castle Fiber, LLC	13601	E-Line Mission Critical EVC 20Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 164.81
54151ECOM	Crown Castle Fiber, LLC	13097	E-Line Standard EVC 40Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 163.62
54151ECOM	Crown Castle Fiber, LLC	13569	E-Line Business Priority EVC 40Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 161.99
54151ECOM	Crown Castle Fiber, LLC	13484	E-Line Standard CoS 40Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 161.82
54151ECOM	Crown Castle Fiber, LLC	13112	E-Line Business Priority EVC 20Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 161.14
54151ECOM	Crown Castle Fiber, LLC	13027	E-Line Standard CoS 20Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 160.98
54151ECOM	Crown Castle Fiber, LLC	14009	E-Line Standard EVC 100Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 160.86
54151ECOM	Crown Castle Fiber, LLC	13686	E-LAN Standard EVC 10Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 160.74
54151ECOM	Crown Castle Fiber, LLC	13685	E-LAN Standard EVC 5Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 160.62
54151ECOM	Crown Castle Fiber, LLC	13585	E-Line Business Critical EVC 30Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 160.49
54151ECOM	Crown Castle Fiber, LLC	14158	E-LAN Business Priority EVC 10Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 159.13
54151ECOM	Crown Castle Fiber, LLC	14157	E-LAN Business Priority EVC 5Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 159.01
54151ECOM	Crown Castle Fiber, LLC	14073	E-LAN Standard EVC 10Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 158.97
54151ECOM	Crown Castle Fiber, LLC	14072	E-LAN Standard EVC 5Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 158.85
54151ECOM	Crown Castle Fiber, LLC	13127	E-Line Business Critical EVC 5Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 158.81
54151ECOM	Crown Castle Fiber, LLC	13128	E-Line Business Critical EVC 10Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 158.81
54151ECOM	Crown Castle Fiber, LLC	14042	E-Line Business Critical EVC 50Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 158.40
54151ECOM	Crown Castle Fiber, LLC	14142	E-LAN Standard EVC 20Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 157.69

54151ECOM	Crown Castle Fiber, LLC	14057	E-Line Mission Critical EVC 30Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 157.00
54151ECOM	Crown Castle Fiber, LLC	13599	E-Line Mission Critical EVC 5Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 155.36
54151ECOM	Crown Castle Fiber, LLC	13600	E-Line Mission Critical EVC 10Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 155.36
54151ECOM	Crown Castle Fiber, LLC	13096	E-Line Standard EVC 30Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 155.06
54151ECOM	Crown Castle Fiber, LLC	13568	E-Line Business Priority EVC 30Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 153.51
54151ECOM	Crown Castle Fiber, LLC	13483	E-Line Standard CoS 30Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 153.35
54151ECOM	Crown Castle Fiber, LLC	13553	E-Line Standard EVC 50Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 153.04
54151ECOM	Crown Castle Fiber, LLC	14041	E-Line Business Critical EVC 40Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 152.41
54151ECOM	Crown Castle Fiber, LLC	13110	E-Line Business Priority EVC 5Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 151.91
54151ECOM	Crown Castle Fiber, LLC	13111	E-Line Business Priority EVC 10Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 151.91
54151ECOM	Crown Castle Fiber, LLC	13025	E-Line Standard CoS 5Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 151.76
54151ECOM	Crown Castle Fiber, LLC	13026	E-Line Standard CoS 10Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 151.76
54151ECOM	Crown Castle Fiber, LLC	13584	E-Line Business Critical EVC 20Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 151.62
54151ECOM	Crown Castle Fiber, LLC	14025	E-Line Business Priority EVC 50Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 151.51
54151ECOM	Crown Castle Fiber, LLC	13940	E-Line Standard CoS 50Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 151.36
54151ECOM	Crown Castle Fiber, LLC	14056	E-Line Mission Critical EVC 20Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 148.33
54151ECOM	Crown Castle Fiber, LLC	13552	E-Line Standard EVC 40Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 147.26
54151ECOM	Crown Castle Fiber, LLC	13095	E-Line Standard EVC 20Mbps POP	12 Month Term	Monthly Recurring Cost	\$ 146.49
54151ECOM	Crown Castle Fiber, LLC	14024	E-Line Business Priority EVC 40Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 145.79

54151ECOM	Crown Castle Fiber, LLC	13939	E-Line Standard CoS 40Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 145.64
54151ECOM	Crown Castle Fiber, LLC	13567	E-Line Business Priority EVC 20Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 145.03
54151ECOM	Crown Castle Fiber, LLC	13482	E-Line Standard CoS 20Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 144.88
54151ECOM	Crown Castle Fiber, LLC	14141	E-LAN Standard EVC 10Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 144.67
54151ECOM	Crown Castle Fiber, LLC	14140	E-LAN Standard EVC 5Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 144.56
54151ECOM	Crown Castle Fiber, LLC	14040	E-Line Business Critical EVC 30Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 144.44
54151ECOM	Crown Castle Fiber, LLC	13582	E-Line Business Critical EVC 5Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 142.93
54151ECOM	Crown Castle Fiber, LLC	13583	E-Line Business Critical EVC 10Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 142.93
54151ECOM	Crown Castle Fiber, LLC	14054	E-Line Mission Critical EVC 5Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 139.82
54151ECOM	Crown Castle Fiber, LLC	14055	E-Line Mission Critical EVC 10Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 139.82
54151ECOM	Crown Castle Fiber, LLC	13551	E-Line Standard EVC 30Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 139.55
54151ECOM	Crown Castle Fiber, LLC	14023	E-Line Business Priority EVC 30Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 138.16
54151ECOM	Crown Castle Fiber, LLC	13093	E-Line Standard EVC 5Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 138.10
54151ECOM	Crown Castle Fiber, LLC	13094	E-Line Standard EVC 10Mbs POP	12 Month Term	Monthly Recurring Cost	\$ 138.10
54151ECOM	Crown Castle Fiber, LLC	13938	E-Line Standard CoS 30Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 138.02
54151ECOM	Crown Castle Fiber, LLC	14008	E-Line Standard EVC 50Mbs POP	60 Month Term	Monthly Recurring Cost	\$ 137.74
54151ECOM	Crown Castle Fiber, LLC	13565	E-Line Business Priority EVC 5Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 136.72
54151ECOM	Crown Castle Fiber, LLC	13566	E-Line Business Priority EVC 10Mbs POP	36 Month Term	Monthly Recurring Cost	\$ 136.72
54151ECOM	Crown Castle Fiber, LLC	13480	E-Line Standard CoS 5Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 136.58

54151ECOM	Crown Castle Fiber, LLC	13481	E-Line Standard CoS 10Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 136.58
54151ECOM	Crown Castle Fiber, LLC	14039	E-Line Business Critical EVC 20Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 136.46
54151ECOM	Crown Castle Fiber, LLC	14007	E-Line Standard EVC 40Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 132.53
54151ECOM	Crown Castle Fiber, LLC	13550	E-Line Standard EVC 20Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 131.84
54151ECOM	Crown Castle Fiber, LLC	14022	E-Line Business Priority EVC 20Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 130.53
54151ECOM	Crown Castle Fiber, LLC	13937	E-Line Standard CoS 20Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 130.40
54151ECOM	Crown Castle Fiber, LLC	14037	E-Line Business Critical EVC 5Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 128.64
54151ECOM	Crown Castle Fiber, LLC	14038	E-Line Business Critical EVC 10Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 128.64
54151ECOM	Crown Castle Fiber, LLC	14006	E-Line Standard EVC 30Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 125.60
54151ECOM	Crown Castle Fiber, LLC	13548	E-Line Standard EVC 5Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 124.29
54151ECOM	Crown Castle Fiber, LLC	13549	E-Line Standard EVC 10Mbps POP	36 Month Term	Monthly Recurring Cost	\$ 124.29
54151ECOM	Crown Castle Fiber, LLC	14020	E-Line Business Priority EVC 5Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 123.05
54151ECOM	Crown Castle Fiber, LLC	14021	E-Line Business Priority EVC 10Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 123.05
54151ECOM	Crown Castle Fiber, LLC	13935	E-Line Standard CoS 5Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 122.92
54151ECOM	Crown Castle Fiber, LLC	13936	E-Line Standard CoS 10Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 122.92
54151ECOM	Crown Castle Fiber, LLC	14005	E-Line Standard EVC 20Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 118.66
54151ECOM	Crown Castle Fiber, LLC	14003	E-Line Standard EVC 5Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 111.86
54151ECOM	Crown Castle Fiber, LLC	14004	E-Line Standard EVC 10Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 111.86
54151ECOM	Crown Castle Fiber, LLC	13008	EVPL Install	12 Month Term	Installation/NRC	\$ 249.97
54151ECOM	Crown Castle Fiber, LLC	13532	E-Line Mission Critical EVC 10Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 165.00

54151ECOM	Crown Castle Fiber, LLC	13366	EVPL Mission Critical EVC 1000Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 887.20
54151ECOM	Crown Castle Fiber, LLC	13365	EVPL Mission Critical EVC 900Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 861.27
54151ECOM	Crown Castle Fiber, LLC	13364	EVPL Mission Critical EVC 800Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 825.16
54151ECOM	Crown Castle Fiber, LLC	13349	EVPL Business Critical EVC 1000Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 844.96
54151ECOM	Crown Castle Fiber, LLC	13821	EVPL Mission Critical EVC 1000Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 798.75
54151ECOM	Crown Castle Fiber, LLC	13348	EVPL Business Critical EVC 900Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 820.26
54151ECOM	Crown Castle Fiber, LLC	13363	EVPL Mission Critical EVC 700Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 789.96
54151ECOM	Crown Castle Fiber, LLC	13332	EVPL Business Priority EVC 1000Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 804.72
54151ECOM	Crown Castle Fiber, LLC	13820	EVPL Mission Critical EVC 900Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 774.79
54151ECOM	Crown Castle Fiber, LLC	13347	EVPL Business Critical EVC 800Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 785.86
54151ECOM	Crown Castle Fiber, LLC	13331	EVPL Business Priority EVC 900Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 781.20
54151ECOM	Crown Castle Fiber, LLC	13362	EVPL Mission Critical EVC 600Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 754.77
54151ECOM	Crown Castle Fiber, LLC	13819	EVPL Mission Critical EVC 800Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 742.84
54151ECOM	Crown Castle Fiber, LLC	13804	EVPL Business Critical EVC 1000Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 760.71
54151ECOM	Crown Castle Fiber, LLC	13346	EVPL Business Critical EVC 700Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 752.35
54151ECOM	Crown Castle Fiber, LLC	13330	EVPL Business Priority EVC 800Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 748.44
54151ECOM	Crown Castle Fiber, LLC	13803	EVPL Business Critical EVC 900Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 737.89
54151ECOM	Crown Castle Fiber, LLC	13818	EVPL Mission Critical EVC 700Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 710.89
54151ECOM	Crown Castle Fiber, LLC	13361	EVPL Mission Critical EVC 500Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 710.32

54151ECOM	Crown Castle Fiber, LLC	13787	EVPL Business Priority EVC 1000Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 724.49
54151ECOM	Crown Castle Fiber, LLC	13329	EVPL Business Priority EVC 700Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 716.52
54151ECOM	Crown Castle Fiber, LLC	13345	EVPL Business Critical EVC 600Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 718.83
54151ECOM	Crown Castle Fiber, LLC	13802	EVPL Business Critical EVC 800Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 707.46
54151ECOM	Crown Castle Fiber, LLC	13786	EVPL Business Priority EVC 900Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 702.76
54151ECOM	Crown Castle Fiber, LLC	13817	EVPL Mission Critical EVC 600Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 678.94
54151ECOM	Crown Castle Fiber, LLC	13328	EVPL Business Priority EVC 600Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 684.60
54151ECOM	Crown Castle Fiber, LLC	13360	EVPL Mission Critical EVC 400Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 656.60
54151ECOM	Crown Castle Fiber, LLC	13801	EVPL Business Critical EVC 700Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 677.04
54151ECOM	Crown Castle Fiber, LLC	13785	EVPL Business Priority EVC 800Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 673.78
54151ECOM	Crown Castle Fiber, LLC	13344	EVPL Business Critical EVC 500Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 676.49
54151ECOM	Crown Castle Fiber, LLC	13816	EVPL Mission Critical EVC 500Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 639.00
54151ECOM	Crown Castle Fiber, LLC	13784	EVPL Business Priority EVC 700Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 644.80
54151ECOM	Crown Castle Fiber, LLC	13327	EVPL Business Priority EVC 500Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 644.28
54151ECOM	Crown Castle Fiber, LLC	13800	EVPL Business Critical EVC 600Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 646.61
54151ECOM	Crown Castle Fiber, LLC	13092	E-Line Mission Critical EVC 1000Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 616.78
54151ECOM	Crown Castle Fiber, LLC	13343	EVPL Business Critical EVC 400Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 625.34
54151ECOM	Crown Castle Fiber, LLC	13783	EVPL Business Priority EVC 600Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 615.82
54151ECOM	Crown Castle Fiber, LLC	13091	E-Line Mission Critical EVC 900Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 595.57

54151ECOM	Crown Castle Fiber, LLC	13815	EVPL Mission Critical EVC 400Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 591.08
54151ECOM	Crown Castle Fiber, LLC	13359	EVPL Mission Critical EVC 300Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 589.93
54151ECOM	Crown Castle Fiber, LLC	13799	EVPL Business Critical EVC 500Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 608.57
54151ECOM	Crown Castle Fiber, LLC	13326	EVPL Business Priority EVC 400Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 595.56
54151ECOM	Crown Castle Fiber, LLC	14139	E-LAN Mission Critical EVC 1000Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 593.91
54151ECOM	Crown Castle Fiber, LLC	13075	E-Line Business Critical EVC 1000Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 587.41
54151ECOM	Crown Castle Fiber, LLC	13090	E-Line Mission Critical EVC 800Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 567.28
54151ECOM	Crown Castle Fiber, LLC	13782	EVPL Business Priority EVC 500Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 579.59
54151ECOM	Crown Castle Fiber, LLC	14138	E-LAN Mission Critical EVC 900Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 576.61
54151ECOM	Crown Castle Fiber, LLC	13547	E-Line Mission Critical EVC 1000Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 555.10
54151ECOM	Crown Castle Fiber, LLC	13074	E-Line Business Critical EVC 900Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 567.21
54151ECOM	Crown Castle Fiber, LLC	13798	EVPL Business Critical EVC 400Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 562.93
54151ECOM	Crown Castle Fiber, LLC	13342	EVPL Business Critical EVC 300Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 561.83
54151ECOM	Crown Castle Fiber, LLC	13058	E-Line Business Priority EVC 1000Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 559.44
54151ECOM	Crown Castle Fiber, LLC	13089	E-Line Mission Critical EVC 700Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 538.99
54151ECOM	Crown Castle Fiber, LLC	13546	E-Line Mission Critical EVC 900Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 536.01
54151ECOM	Crown Castle Fiber, LLC	13814	EVPL Mission Critical EVC 300Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 531.17
54151ECOM	Crown Castle Fiber, LLC	13057	E-Line Business Priority EVC 900Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 540.20
54151ECOM	Crown Castle Fiber, LLC	13358	EVPL Mission Critical EVC 200Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 523.25

54151ECOM	Crown Castle Fiber, LLC	13073	E-Line Business Critical EVC 800Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 540.26
54151ECOM	Crown Castle Fiber, LLC	13781	EVPL Business Priority EVC 400Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 536.12
54151ECOM	Crown Castle Fiber, LLC	13325	EVPL Business Priority EVC 300Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 535.08
54151ECOM	Crown Castle Fiber, LLC	13088	E-Line Mission Critical EVC 600Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 510.70
54151ECOM	Crown Castle Fiber, LLC	13530	E-Line Business Critical EVC 1000Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 528.67
54151ECOM	Crown Castle Fiber, LLC	13545	E-Line Mission Critical EVC 800Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 510.55
54151ECOM	Crown Castle Fiber, LLC	14002	E-Line Mission Critical EVC 1000Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 493.43
54151ECOM	Crown Castle Fiber, LLC	13056	E-Line Business Priority EVC 800Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 514.54
54151ECOM	Crown Castle Fiber, LLC	13072	E-Line Business Critical EVC 700Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 513.32
54151ECOM	Crown Castle Fiber, LLC	13529	E-Line Business Critical EVC 900Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 510.48
54151ECOM	Crown Castle Fiber, LLC	13357	EVPL Mission Critical EVC 150Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 491.76
54151ECOM	Crown Castle Fiber, LLC	13797	EVPL Business Critical EVC 300Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 505.88
54151ECOM	Crown Castle Fiber, LLC	13513	E-Line Business Priority EVC 1000Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 503.50
54151ECOM	Crown Castle Fiber, LLC	13544	E-Line Mission Critical EVC 700Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 485.09
54151ECOM	Crown Castle Fiber, LLC	14001	E-Line Mission Critical EVC 900Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 476.45
54151ECOM	Crown Castle Fiber, LLC	13341	EVPL Business Critical EVC 200Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 498.33
54151ECOM	Crown Castle Fiber, LLC	13087	E-Line Mission Critical EVC 500Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 475.33
54151ECOM	Crown Castle Fiber, LLC	13055	E-Line Business Priority EVC 700Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 488.88
54151ECOM	Crown Castle Fiber, LLC	13512	E-Line Business Priority EVC 900Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 486.18

54151ECOM	Crown Castle Fiber, LLC	13813	EVPL Mission Critical EVC 200Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 471.26
54151ECOM	Crown Castle Fiber, LLC	13071	E-Line Business Critical EVC 600Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 486.38
54151ECOM	Crown Castle Fiber, LLC	13528	E-Line Business Critical EVC 800Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 486.24
54151ECOM	Crown Castle Fiber, LLC	13780	EVPL Business Priority EVC 300Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 481.79
54151ECOM	Crown Castle Fiber, LLC	13324	EVPL Business Priority EVC 200Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 474.60
54151ECOM	Crown Castle Fiber, LLC	13543	E-Line Mission Critical EVC 600Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 459.63
54151ECOM	Crown Castle Fiber, LLC	13985	E-Line Business Critical EVC 1000Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 469.93
54151ECOM	Crown Castle Fiber, LLC	14000	E-Line Mission Critical EVC 800Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 453.82
54151ECOM	Crown Castle Fiber, LLC	13340	EVPL Business Critical EVC 150Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 468.34
54151ECOM	Crown Castle Fiber, LLC	13054	E-Line Business Priority EVC 600Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 463.22
54151ECOM	Crown Castle Fiber, LLC	13511	E-Line Business Priority EVC 800Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 463.08
54151ECOM	Crown Castle Fiber, LLC	13527	E-Line Business Critical EVC 700Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 461.99
54151ECOM	Crown Castle Fiber, LLC	13984	E-Line Business Critical EVC 900Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 453.76
54151ECOM	Crown Castle Fiber, LLC	13356	EVPL Mission Critical EVC 100Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 443.60
54151ECOM	Crown Castle Fiber, LLC	13812	EVPL Mission Critical EVC 150Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 442.51
54151ECOM	Crown Castle Fiber, LLC	13968	E-Line Business Priority EVC 1000Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 447.55
54151ECOM	Crown Castle Fiber, LLC	13070	E-Line Business Critical EVC 500Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 452.70
54151ECOM	Crown Castle Fiber, LLC	13999	E-Line Mission Critical EVC 700Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 431.19
54151ECOM	Crown Castle Fiber, LLC	13796	EVPL Business Critical EVC 200Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 448.82

54151ECOM	Crown Castle Fiber, LLC	13086	E-Line Mission Critical EVC 400Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 432.90
54151ECOM	Crown Castle Fiber, LLC	13323	EVPL Business Priority EVC 150Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 446.04
54151ECOM	Crown Castle Fiber, LLC	13542	E-Line Mission Critical EVC 500Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 427.80
54151ECOM	Crown Castle Fiber, LLC	13510	E-Line Business Priority EVC 700Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 439.99
54151ECOM	Crown Castle Fiber, LLC	13967	E-Line Business Priority EVC 900Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 432.16
54151ECOM	Crown Castle Fiber, LLC	13526	E-Line Business Critical EVC 600Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 437.74
54151ECOM	Crown Castle Fiber, LLC	13983	E-Line Business Critical EVC 800Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 432.21
54151ECOM	Crown Castle Fiber, LLC	13053	E-Line Business Priority EVC 500Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 431.14
54151ECOM	Crown Castle Fiber, LLC	13779	EVPL Business Priority EVC 200Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 427.45
54151ECOM	Crown Castle Fiber, LLC	13998	E-Line Mission Critical EVC 600Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 408.56
54151ECOM	Crown Castle Fiber, LLC	13339	EVPL Business Critical EVC 100Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 422.48
54151ECOM	Crown Castle Fiber, LLC	13795	EVPL Business Critical EVC 150Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 421.44
54151ECOM	Crown Castle Fiber, LLC	13509	E-Line Business Priority EVC 600Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 416.89
54151ECOM	Crown Castle Fiber, LLC	13966	E-Line Business Priority EVC 800Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 411.63
54151ECOM	Crown Castle Fiber, LLC	13982	E-Line Business Critical EVC 700Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 410.66
54151ECOM	Crown Castle Fiber, LLC	13811	EVPL Mission Critical EVC 100Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 399.38
54151ECOM	Crown Castle Fiber, LLC	13069	E-Line Business Critical EVC 400Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 412.28
54151ECOM	Crown Castle Fiber, LLC	13525	E-Line Business Critical EVC 500Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 407.43
54151ECOM	Crown Castle Fiber, LLC	13322	EVPL Business Priority EVC 100Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 402.36

54151ECOM	Crown Castle Fiber, LLC	13541	E-Line Mission Critical EVC 400Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 389.61
54151ECOM	Crown Castle Fiber, LLC	13778	EVPL Business Priority EVC 150Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 401.37
54151ECOM	Crown Castle Fiber, LLC	13997	E-Line Mission Critical EVC 500Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 380.27
54151ECOM	Crown Castle Fiber, LLC	13355	EVPL Mission Critical EVC 50Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 384.33
54151ECOM	Crown Castle Fiber, LLC	13965	E-Line Business Priority EVC 700Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 391.10
54151ECOM	Crown Castle Fiber, LLC	13052	E-Line Business Priority EVC 400Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 392.65
54151ECOM	Crown Castle Fiber, LLC	13981	E-Line Business Critical EVC 600Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 389.10
54151ECOM	Crown Castle Fiber, LLC	13085	E-Line Mission Critical EVC 300Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 379.86
54151ECOM	Crown Castle Fiber, LLC	13508	E-Line Business Priority EVC 500Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 388.03
54151ECOM	Crown Castle Fiber, LLC	13794	EVPL Business Critical EVC 100Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 380.36
54151ECOM	Crown Castle Fiber, LLC	13354	EVPL Mission Critical EVC 40Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 366.74
54151ECOM	Crown Castle Fiber, LLC	13964	E-Line Business Priority EVC 600Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 370.57
54151ECOM	Crown Castle Fiber, LLC	13524	E-Line Business Critical EVC 400Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 371.06
54151ECOM	Crown Castle Fiber, LLC	13980	E-Line Business Critical EVC 500Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 362.16
54151ECOM	Crown Castle Fiber, LLC	13338	EVPL Business Critical EVC 50Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 366.03
54151ECOM	Crown Castle Fiber, LLC	13777	EVPL Business Priority EVC 100Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 362.24
54151ECOM	Crown Castle Fiber, LLC	13996	E-Line Mission Critical EVC 400Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 346.32
54151ECOM	Crown Castle Fiber, LLC	13068	E-Line Business Critical EVC 300Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 361.77
54151ECOM	Crown Castle Fiber, LLC	13810	EVPL Mission Critical EVC 50Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 346.36

54151ECOM	Crown Castle Fiber, LLC	13353	EVPL Mission Critical EVC 30Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 344.51
54151ECOM	Crown Castle Fiber, LLC	13507	E-Line Business Priority EVC 400Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 353.39
54151ECOM	Crown Castle Fiber, LLC	13540	E-Line Mission Critical EVC 300Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 341.87
54151ECOM	Crown Castle Fiber, LLC	13963	E-Line Business Priority EVC 500Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 344.91
54151ECOM	Crown Castle Fiber, LLC	13321	EVPL Business Priority EVC 50Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 348.60
54151ECOM	Crown Castle Fiber, LLC	13337	EVPL Business Critical EVC 40Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 349.27
54151ECOM	Crown Castle Fiber, LLC	13051	E-Line Business Priority EVC 300Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 344.54
54151ECOM	Crown Castle Fiber, LLC	13809	EVPL Mission Critical EVC 40Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 330.15
54151ECOM	Crown Castle Fiber, LLC	13084	E-Line Mission Critical EVC 200Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 326.81
54151ECOM	Crown Castle Fiber, LLC	13320	EVPL Business Priority EVC 40Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 332.64
54151ECOM	Crown Castle Fiber, LLC	13979	E-Line Business Critical EVC 400Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 329.83
54151ECOM	Crown Castle Fiber, LLC	13352	EVPL Mission Critical EVC 20Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 322.28
54151ECOM	Crown Castle Fiber, LLC	13793	EVPL Business Critical EVC 50Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 329.87
54151ECOM	Crown Castle Fiber, LLC	13336	EVPL Business Critical EVC 30Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 328.10
54151ECOM	Crown Castle Fiber, LLC	13523	E-Line Business Critical EVC 300Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 325.59
54151ECOM	Crown Castle Fiber, LLC	13808	EVPL Mission Critical EVC 30Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 310.18
54151ECOM	Crown Castle Fiber, LLC	13962	E-Line Business Priority EVC 400Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 314.12
54151ECOM	Crown Castle Fiber, LLC	13995	E-Line Mission Critical EVC 300Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 303.88
54151ECOM	Crown Castle Fiber, LLC	13776	EVPL Business Priority EVC 50Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 314.16

54151ECOM	Crown Castle Fiber, LLC	13792	EVPL Business Critical EVC 40Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 314.43
54151ECOM	Crown Castle Fiber, LLC	13319	EVPL Business Priority EVC 30Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 312.48
54151ECOM	Crown Castle Fiber, LLC	13506	E-Line Business Priority EVC 300Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 310.09
54151ECOM	Crown Castle Fiber, LLC	13067	E-Line Business Critical EVC 200Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 311.25
54151ECOM	Crown Castle Fiber, LLC	13335	EVPL Business Critical EVC 20Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 306.94
54151ECOM	Crown Castle Fiber, LLC	13351	EVPL Mission Critical EVC 10Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 295.43
54151ECOM	Crown Castle Fiber, LLC	13350	EVPL Mission Critical EVC 5Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 295.43
54151ECOM	Crown Castle Fiber, LLC	13083	E-Line Mission Critical EVC 150Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 294.99
54151ECOM	Crown Castle Fiber, LLC	13539	E-Line Mission Critical EVC 200Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 294.13
54151ECOM	Crown Castle Fiber, LLC	13775	EVPL Business Priority EVC 40Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 299.46
54151ECOM	Crown Castle Fiber, LLC	13807	EVPL Mission Critical EVC 20Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 290.21
54151ECOM	Crown Castle Fiber, LLC	13050	E-Line Business Priority EVC 200Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 296.43
54151ECOM	Crown Castle Fiber, LLC	13791	EVPL Business Critical EVC 30Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 295.41
54151ECOM	Crown Castle Fiber, LLC	13318	EVPL Business Priority EVC 20Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 292.32
54151ECOM	Crown Castle Fiber, LLC	13978	E-Line Business Critical EVC 300Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 289.41
54151ECOM	Crown Castle Fiber, LLC	13774	EVPL Business Priority EVC 30Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 281.34
54151ECOM	Crown Castle Fiber, LLC	13334	EVPL Business Critical EVC 10Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 281.36
54151ECOM	Crown Castle Fiber, LLC	13333	EVPL Business Critical EVC 5Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 281.36
54151ECOM	Crown Castle Fiber, LLC	13961	E-Line Business Priority EVC 300Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 275.63

54151ECOM	Crown Castle Fiber, LLC	13522	E-Line Business Critical EVC 200Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 280.13
54151ECOM	Crown Castle Fiber, LLC	13790	EVPL Business Critical EVC 20Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 276.39
54151ECOM	Crown Castle Fiber, LLC	13806	EVPL Mission Critical EVC 10Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 266.25
54151ECOM	Crown Castle Fiber, LLC	13805	EVPL Mission Critical EVC 5Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 266.05
54151ECOM	Crown Castle Fiber, LLC	13538	E-Line Mission Critical EVC 150Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 265.49
54151ECOM	Crown Castle Fiber, LLC	13994	E-Line Mission Critical EVC 200Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 261.45
54151ECOM	Crown Castle Fiber, LLC	13082	E-Line Mission Critical EVC 100Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 263.01
54151ECOM	Crown Castle Fiber, LLC	13317	EVPL Business Priority EVC 10Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 267.96
54151ECOM	Crown Castle Fiber, LLC	13316	EVPL Business Priority EVC 5Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 267.96
54151ECOM	Crown Castle Fiber, LLC	13049	E-Line Business Priority EVC 150Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 267.56
54151ECOM	Crown Castle Fiber, LLC	13505	E-Line Business Priority EVC 200Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 266.79
54151ECOM	Crown Castle Fiber, LLC	13773	EVPL Business Priority EVC 20Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 263.23
54151ECOM	Crown Castle Fiber, LLC	13789	EVPL Business Critical EVC 10Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 253.57
54151ECOM	Crown Castle Fiber, LLC	13788	EVPL Business Critical EVC 5Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 253.38
54151ECOM	Crown Castle Fiber, LLC	13521	E-Line Business Critical EVC 150Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 252.85
54151ECOM	Crown Castle Fiber, LLC	13977	E-Line Business Critical EVC 200Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 249.00
54151ECOM	Crown Castle Fiber, LLC	13065	E-Line Business Critical EVC 100Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 250.49
54151ECOM	Crown Castle Fiber, LLC	13993	E-Line Mission Critical EVC 150Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 235.99
54151ECOM	Crown Castle Fiber, LLC	13537	E-Line Mission Critical EVC 100Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 236.84

54151ECOM	Crown Castle Fiber, LLC	13772	EVPL Business Priority EVC 10Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 241.50
54151ECOM	Crown Castle Fiber, LLC	13771	EVPL Business Priority EVC 5Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 241.32
54151ECOM	Crown Castle Fiber, LLC	13504	E-Line Business Priority EVC 150Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 240.81
54151ECOM	Crown Castle Fiber, LLC	13960	E-Line Business Priority EVC 200Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 237.14
54151ECOM	Crown Castle Fiber, LLC	13048	E-Line Business Priority EVC 100Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 238.56
54151ECOM	Crown Castle Fiber, LLC	13081	E-Line Mission Critical EVC 50Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 225.04
54151ECOM	Crown Castle Fiber, LLC	13976	E-Line Business Critical EVC 150Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 224.75
54151ECOM	Crown Castle Fiber, LLC	13520	E-Line Business Critical EVC 100Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 225.57
54151ECOM	Crown Castle Fiber, LLC	13080	E-Line Mission Critical EVC 40Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 216.71
54151ECOM	Crown Castle Fiber, LLC	13992	E-Line Mission Critical EVC 100Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 210.53
54151ECOM	Crown Castle Fiber, LLC	13959	E-Line Business Priority EVC 150Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 214.05
54151ECOM	Crown Castle Fiber, LLC	13503	E-Line Business Priority EVC 100Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 214.82
54151ECOM	Crown Castle Fiber, LLC	13064	E-Line Business Critical EVC 50Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 214.33
54151ECOM	Crown Castle Fiber, LLC	13079	E-Line Mission Critical EVC 30Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 205.59
54151ECOM	Crown Castle Fiber, LLC	13536	E-Line Mission Critical EVC 50Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 202.82
54151ECOM	Crown Castle Fiber, LLC	13047	E-Line Business Priority EVC 50Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 204.12
54151ECOM	Crown Castle Fiber, LLC	13975	E-Line Business Critical EVC 100Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 200.50
54151ECOM	Crown Castle Fiber, LLC	13535	E-Line Mission Critical EVC 40Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 195.14
54151ECOM	Crown Castle Fiber, LLC	13078	E-Line Mission Critical EVC 20Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 194.48

54151ECOM	Crown Castle Fiber, LLC	13046	E-Line Business Priority EVC 40Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 196.56
54151ECOM	Crown Castle Fiber, LLC	13958	E-Line Business Priority EVC 100Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 190.96
54151ECOM	Crown Castle Fiber, LLC	13519	E-Line Business Critical EVC 50Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 193.16
54151ECOM	Crown Castle Fiber, LLC	13534	E-Line Mission Critical EVC 30Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 184.92
54151ECOM	Crown Castle Fiber, LLC	13076	E-Line Mission Critical EVC 5Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 183.37
54151ECOM	Crown Castle Fiber, LLC	13077	E-Line Mission Critical EVC 10Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 183.37
54151ECOM	Crown Castle Fiber, LLC	13991	E-Line Mission Critical EVC 50Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 180.59
54151ECOM	Crown Castle Fiber, LLC	13045	E-Line Business Priority EVC 30Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 186.48
54151ECOM	Crown Castle Fiber, LLC	13518	E-Line Business Critical EVC 40Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 185.85
54151ECOM	Crown Castle Fiber, LLC	13502	E-Line Business Priority EVC 50Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 183.96
54151ECOM	Crown Castle Fiber, LLC	13990	E-Line Mission Critical EVC 40Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 173.46
54151ECOM	Crown Castle Fiber, LLC	13533	E-Line Mission Critical EVC 20Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 174.71
54151ECOM	Crown Castle Fiber, LLC	13501	E-Line Business Priority EVC 40Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 177.00
54151ECOM	Crown Castle Fiber, LLC	13044	E-Line Business Priority EVC 20Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 176.40
54151ECOM	Crown Castle Fiber, LLC	13517	E-Line Business Critical EVC 30Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 176.12
54151ECOM	Crown Castle Fiber, LLC	13974	E-Line Business Critical EVC 50Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 171.99
54151ECOM	Crown Castle Fiber, LLC	13989	E-Line Mission Critical EVC 30Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 164.38
54151ECOM	Crown Castle Fiber, LLC	13531	E-Line Mission Critical EVC 5Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 164.70
54151ECOM	Crown Castle Fiber, LLC	13500	E-Line Business Priority EVC 30Mbps Prem	36 Month Term	Monthly Recurring Cost	\$ 167.73

54151ECOM	Crown Castle Fiber, LLC	13973	E-Line Business Critical EVC 40Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 165.20
54151ECOM	Crown Castle Fiber, LLC	13042	E-Line Business Priority EVC 5Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 166.32
54151ECOM	Crown Castle Fiber, LLC	13043	E-Line Business Priority EVC 10Mbs Prem	12 Month Term	Monthly Recurring Cost	\$ 166.32
54151ECOM	Crown Castle Fiber, LLC	13516	E-Line Business Critical EVC 20Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 166.39
54151ECOM	Crown Castle Fiber, LLC	13957	E-Line Business Priority EVC 50Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 163.80
54151ECOM	Crown Castle Fiber, LLC	13988	E-Line Mission Critical EVC 20Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 155.30
54151ECOM	Crown Castle Fiber, LLC	13956	E-Line Business Priority EVC 40Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 157.33
54151ECOM	Crown Castle Fiber, LLC	13499	E-Line Business Priority EVC 20Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 158.47
54151ECOM	Crown Castle Fiber, LLC	13972	E-Line Business Critical EVC 30Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 156.55
54151ECOM	Crown Castle Fiber, LLC	13514	E-Line Business Critical EVC 5Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 156.85
54151ECOM	Crown Castle Fiber, LLC	13515	E-Line Business Critical EVC 10Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 156.66
54151ECOM	Crown Castle Fiber, LLC	13986	E-Line Mission Critical EVC 5Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 146.40
54151ECOM	Crown Castle Fiber, LLC	13987	E-Line Mission Critical EVC 10Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 146.22
54151ECOM	Crown Castle Fiber, LLC	13955	E-Line Business Priority EVC 30Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 149.09
54151ECOM	Crown Castle Fiber, LLC	13497	E-Line Business Priority EVC 5Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 149.39
54151ECOM	Crown Castle Fiber, LLC	13498	E-Line Business Priority EVC 10Mbs Prem	36 Month Term	Monthly Recurring Cost	\$ 149.20
54151ECOM	Crown Castle Fiber, LLC	13971	E-Line Business Critical EVC 20Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 147.90
54151ECOM	Crown Castle Fiber, LLC	13954	E-Line Business Priority EVC 20Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 140.86
54151ECOM	Crown Castle Fiber, LLC	13969	E-Line Business Critical EVC 5Mbs Prem	60 Month Term	Monthly Recurring Cost	\$ 139.43

54151ECOM	Crown Castle Fiber, LLC	13970	E-Line Business Critical EVC 10Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 139.26
54151ECOM	Crown Castle Fiber, LLC	13952	E-Line Business Priority EVC 5Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 132.79
54151ECOM	Crown Castle Fiber, LLC	13953	E-Line Business Priority EVC 10Mbps Prem	60 Month Term	Monthly Recurring Cost	\$ 132.62
54151ECOM	Crown Castle Fiber, LLC	14207	E-LAN Mission Critical EVC 1000Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 539.91
54151ECOM	Crown Castle Fiber, LLC	14206	E-LAN Mission Critical EVC 900Mbps POP	60 Month Term	Monthly Recurring Cost	\$ 524.19
54151ECOM	Crown Castle Fiber, LLC	13059	E-Line Business Critical EVC 5Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 174.64
54151ECOM	Crown Castle Fiber, LLC	13060	E-Line Business Critical EVC 10Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 174.64
54151ECOM	Crown Castle Fiber, LLC	13004	E-Line Install	12 Month Term	Installation/ NRC	\$ 250.00
54151ECOM	Crown Castle Fiber, LLC	13006	E-LAN Install	12 Month Term	Installation/ NRC	\$ 250.00
54151ECOM	Crown Castle Fiber, LLC	13066	E-Line Business Critical EVC 150Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 280.94
54151ECOM	Crown Castle Fiber, LLC	13063	E-Line Business Critical EVC 40Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 206.39
54151ECOM	Crown Castle Fiber, LLC	13062	E-Line Business Critical EVC 30Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 195.80
54151ECOM	Crown Castle Fiber, LLC	13061	E-Line Business Critical EVC 20Mbps Prem	12 Month Term	Monthly Recurring Cost	\$ 185.22
54151ECOM	Crown Castle Fiber, LLC	17007	Internet Access Install	12 Month Term	Installation/ NRC	\$ 250.00
54151ECOM	Crown Castle Fiber, LLC	13922	Metro-E Advanced Private Line 1Gbps	60 Month Term	Monthly Recurring Cost	\$ 1,351.35
54151ECOM	Crown Castle Fiber, LLC	13923	Metro-E Advanced Private Line 2Gbps	60 Month Term	Monthly Recurring Cost	\$ 1,507.28
54151ECOM	Crown Castle Fiber, LLC	13924	Metro-E Advanced Private Line 3Gbps	60 Month Term	Monthly Recurring Cost	\$ 1,663.20
54151ECOM	Crown Castle Fiber, LLC	13925	Metro-E Advanced Private Line 4Gbps	60 Month Term	Monthly Recurring Cost	\$ 1,819.13
54151ECOM	Crown Castle Fiber, LLC	13926	Metro-E Advanced Private Line 5Gbps	60 Month Term	Monthly Recurring Cost	\$ 1,975.05
54151ECOM	Crown Castle Fiber, LLC	13927	Metro-E Advanced Private Line 6Gbps	60 Month Term	Monthly Recurring Cost	\$ 2,130.98

54151ECOM	Crown Castle Fiber, LLC	13928	Metro-E Advanced Private Line 7Gbps	60 Month Term	Monthly Recurring Cost	\$ 2,286.90
54151ECOM	Crown Castle Fiber, LLC	13929	Metro-E Advanced Private Line 8Gbps	60 Month Term	Monthly Recurring Cost	\$ 2,442.83
54151ECOM	Crown Castle Fiber, LLC	13930	Metro-E Advanced Private Line 9Gbps	60 Month Term	Monthly Recurring Cost	\$ 2,598.75
54151ECOM	Crown Castle Fiber, LLC	13931	Metro-E Advanced Private Line 10Gbps	60 Month Term	Monthly Recurring Cost	\$ 2,754.68
54151ECOM	Crown Castle Fiber, LLC	13891	Internet Bundle 10Mbps	36 Month Term	Monthly Recurring Cost	\$ 110.00
54151ECOM	Crown Castle Fiber, LLC	13892	Internet Bundle 20Mbps	36 Month Term	Monthly Recurring Cost	\$ 140.00
54151ECOM	Crown Castle Fiber, LLC	13893	Internet Bundle 30Mbps	36 Month Term	Monthly Recurring Cost	\$ 165.00
54151ECOM	Crown Castle Fiber, LLC	13894	Internet Bundle 40Mbps	36 Month Term	Monthly Recurring Cost	\$ 195.00
54151ECOM	Crown Castle Fiber, LLC	13895	Internet Bundle 50Mbps	36 Month Term	Monthly Recurring Cost	\$ 225.00
54151ECOM	Crown Castle Fiber, LLC	13896	Internet Bundle 60Mbps	36 Month Term	Monthly Recurring Cost	\$ 260.00
54151ECOM	Crown Castle Fiber, LLC	13897	Internet Bundle 70Mbps	36 Month Term	Monthly Recurring Cost	\$ 300.00
54151ECOM	Crown Castle Fiber, LLC	13898	Internet Bundle 80Mbps	36 Month Term	Monthly Recurring Cost	\$ 335.00
54151ECOM	Crown Castle Fiber, LLC	13899	Internet Bundle 90Mbps	36 Month Term	Monthly Recurring Cost	\$ 375.00
54151ECOM	Crown Castle Fiber, LLC	13900	Internet Bundle 100Mbps	36 Month Term	Monthly Recurring Cost	\$ 405.00
54151ECOM	Crown Castle Fiber, LLC	13901	Internet Bundle 150Mbps	36 Month Term	Monthly Recurring Cost	\$ 475.00
54151ECOM	Crown Castle Fiber, LLC	13902	Internet Bundle 200Mbps	36 Month Term	Monthly Recurring Cost	\$ 540.00
54151ECOM	Crown Castle Fiber, LLC	13903	Internet Bundle 300Mbps	36 Month Term	Monthly Recurring Cost	\$ 680.00
54151ECOM	Crown Castle Fiber, LLC	13904	Internet Bundle 400Mbps	36 Month Term	Monthly Recurring Cost	\$ 815.00
54151ECOM	Crown Castle Fiber, LLC	13905	Internet Bundle 500Mbps	36 Month Term	Monthly Recurring Cost	\$ 955.00

54151ECOM	Crown Castle Fiber, LLC	13906	Internet Bundle 600Mbps	36 Month Term	Monthly Recurring Cost	\$ 1,095.00
54151ECOM	Crown Castle Fiber, LLC	13907	Internet Bundle 700Mbps	36 Month Term	Monthly Recurring Cost	\$ 1,225.00
54151ECOM	Crown Castle Fiber, LLC	13908	Internet Bundle 800Mbps	36 Month Term	Monthly Recurring Cost	\$ 1,365.00
54151ECOM	Crown Castle Fiber, LLC	13909	Internet Bundle 900Mbps	36 Month Term	Monthly Recurring Cost	\$ 1,500.00
54151ECOM	Crown Castle Fiber, LLC	13450	Internet Bundle 500Mbps	12 Month Term	Monthly Recurring Cost	\$ 1,100.00
54151ECOM	Crown Castle Fiber, LLC	13451	Internet Bundle 600Mbps	12 Month Term	Monthly Recurring Cost	\$ 1,260.00
54151ECOM	Crown Castle Fiber, LLC	13452	Internet Bundle 700Mbps	12 Month Term	Monthly Recurring Cost	\$ 1,410.00
54151ECOM	Crown Castle Fiber, LLC	13453	Internet Bundle 800Mbps	12 Month Term	Monthly Recurring Cost	\$ 1,570.00
54151ECOM	Crown Castle Fiber, LLC	13454	Internet Bundle 900Mbps	12 Month Term	Monthly Recurring Cost	\$ 1,725.00
54151ECOM	Crown Castle Fiber, LLC	13467	Metro-E Advanced Private Line 1Gbps	36 Month Term	Monthly Recurring Cost	\$ 1,544.40
54151ECOM	Crown Castle Fiber, LLC	13468	Metro-E Advanced Private Line 2Gbps	36 Month Term	Monthly Recurring Cost	\$ 1,722.60
54151ECOM	Crown Castle Fiber, LLC	13469	Metro-E Advanced Private Line 3Gbps	36 Month Term	Monthly Recurring Cost	\$ 1,900.80
54151ECOM	Crown Castle Fiber, LLC	13470	Metro-E Advanced Private Line 4Gbps	36 Month Term	Monthly Recurring Cost	\$ 2,079.00
54151ECOM	Crown Castle Fiber, LLC	13471	Metro-E Advanced Private Line 5Gbps	36 Month Term	Monthly Recurring Cost	\$ 2,257.20
54151ECOM	Crown Castle Fiber, LLC	13472	Metro-E Advanced Private Line 6Gbps	36 Month Term	Monthly Recurring Cost	\$ 2,435.40
54151ECOM	Crown Castle Fiber, LLC	13473	Metro-E Advanced Private Line 7Gbps	36 Month Term	Monthly Recurring Cost	\$ 2,613.60
54151ECOM	Crown Castle Fiber, LLC	13474	Metro-E Advanced Private Line 8Gbps	36 Month Term	Monthly Recurring Cost	\$ 2,791.80
54151ECOM	Crown Castle Fiber, LLC	13475	Metro-E Advanced Private Line 9Gbps	36 Month Term	Monthly Recurring Cost	\$ 2,970.00
54151ECOM	Crown Castle Fiber, LLC	13476	Metro-E Advanced Private Line 10Gbps	36 Month Term	Monthly Recurring Cost	\$ 3,148.20
54151ECOM	Crown Castle Fiber, LLC	13010	Internet Bundle Install	12 Month Term	Installation/ NRC	\$ 250.00

54151ECOM	Crown Castle Fiber, LLC	13436	Internet Bundle 10Mbps	12 Month Term	Monthly Recurring Cost	\$ 125.00
54151ECOM	Crown Castle Fiber, LLC	13437	Internet Bundle 20Mbps	12 Month Term	Monthly Recurring Cost	\$ 160.00
54151ECOM	Crown Castle Fiber, LLC	13438	Internet Bundle 30Mbps	12 Month Term	Monthly Recurring Cost	\$ 190.00
54151ECOM	Crown Castle Fiber, LLC	13439	Internet Bundle 40Mbps	12 Month Term	Monthly Recurring Cost	\$ 225.00
54151ECOM	Crown Castle Fiber, LLC	13440	Internet Bundle 50Mbps	12 Month Term	Monthly Recurring Cost	\$ 260.00
54151ECOM	Crown Castle Fiber, LLC	13441	Internet Bundle 60Mbps	12 Month Term	Monthly Recurring Cost	\$ 300.00
54151ECOM	Crown Castle Fiber, LLC	13442	Internet Bundle 70Mbps	12 Month Term	Monthly Recurring Cost	\$ 345.00
54151ECOM	Crown Castle Fiber, LLC	13443	Internet Bundle 80Mbps	12 Month Term	Monthly Recurring Cost	\$ 385.00
54151ECOM	Crown Castle Fiber, LLC	13444	Internet Bundle 90Mbps	12 Month Term	Monthly Recurring Cost	\$ 430.00
54151ECOM	Crown Castle Fiber, LLC	13445	Internet Bundle 100Mbps	12 Month Term	Monthly Recurring Cost	\$ 465.00
54151ECOM	Crown Castle Fiber, LLC	13446	Internet Bundle 150Mbps	12 Month Term	Monthly Recurring Cost	\$ 545.00
54151ECOM	Crown Castle Fiber, LLC	13447	Internet Bundle 200Mbps	12 Month Term	Monthly Recurring Cost	\$ 620.00
54151ECOM	Crown Castle Fiber, LLC	13448	Internet Bundle 300Mbps	12 Month Term	Monthly Recurring Cost	\$ 780.00
54151ECOM	Crown Castle Fiber, LLC	13449	Internet Bundle 400Mbps	12 Month Term	Monthly Recurring Cost	\$ 935.00
54151ECOM	Crown Castle Fiber, LLC	11001	EPL over DWDM Install (per service)	12 Month Term	Installation/ NRC	\$ 250.00
54151ECOM	Crown Castle Fiber, LLC	11006	Protected 1Gbps EPL Over DWDM - Prem Node	12 Month Term	Monthly Recurring Cost	\$ 1,707.75
54151ECOM	Crown Castle Fiber, LLC	11007	Protected 10Gbps EPL Over DWDM - Prem Node	12 Month Term	Monthly Recurring Cost	\$ 3,078.00
54151ECOM	Crown Castle Fiber, LLC	11008	Protected 40Gbps EPL Over DWDM - Prem Node	12 Month Term	Monthly Recurring Cost	\$ 5,832.90
54151ECOM	Crown Castle Fiber, LLC	11009	Protected 100Gbps EPL Over DWDM - Prem Node	12 Month Term	Monthly Recurring Cost	\$ 13,550.85
54151ECOM	Crown Castle Fiber, LLC	11011	Unprotected 1Gbps EPL Over DWDM - Prem Node	12 Month Term	Monthly Recurring Cost	\$ 657.45

54151ECOM	Crown Castle Fiber, LLC	11012	Unprotected 10Gbps EPL Over DWDM - Prem Node	12 Month Term	Monthly Recurring Cost	\$ 1,150.20
54151ECOM	Crown Castle Fiber, LLC	11013	Unprotected 40Gbps EPL Over DWDM - Prem Node	12 Month Term	Monthly Recurring Cost	\$ 3,888.90
54151ECOM	Crown Castle Fiber, LLC	11014	Unprotected 100Gbps EPL Over DWDM - Prem Node	12 Month Term	Monthly Recurring Cost	\$ 9,033.75
54151ECOM	Crown Castle Fiber, LLC	11016	Protected 1Gbps EPL Over DWDM - POP Node	12 Month Term	Monthly Recurring Cost	\$ 1,622.36
54151ECOM	Crown Castle Fiber, LLC	11017	Protected 10Gbps EPL Over DWDM - POP Node	12 Month Term	Monthly Recurring Cost	\$ 2,924.10
54151ECOM	Crown Castle Fiber, LLC	11018	Protected 40Gbps EPL Over DWDM - POP Node	12 Month Term	Monthly Recurring Cost	\$ 5,541.68
54151ECOM	Crown Castle Fiber, LLC	11019	Protected 100Gbps EPL Over DWDM - POP Node	12 Month Term	Monthly Recurring Cost	\$ 12,873.31
54151ECOM	Crown Castle Fiber, LLC	11021	Unprotected 1Gbps EPL Over DWDM - POP Node	12 Month Term	Monthly Recurring Cost	\$ 561.60
54151ECOM	Crown Castle Fiber, LLC	11022	Unprotected 10Gbps EPL Over DWDM - POP Node	12 Month Term	Monthly Recurring Cost	\$ 983.70
54151ECOM	Crown Castle Fiber, LLC	11023	Unprotected 40Gbps EPL Over DWDM - POP Node	12 Month Term	Monthly Recurring Cost	\$ 2,989.80
54151ECOM	Crown Castle Fiber, LLC	11024	Unprotected 100Gbps EPL Over DWDM - POP Node	12 Month Term	Monthly Recurring Cost	\$ 7,679.25
54151ECOM	Crown Castle Fiber, LLC	11052	Protected 1Gbps EPL Over DWDM - Prem Node	36 Month Term	Monthly Recurring Cost	\$ 1,181.25
54151ECOM	Crown Castle Fiber, LLC	11053	Protected 10Gbps EPL Over DWDM - Prem Node	36 Month Term	Monthly Recurring Cost	\$ 2,362.50
54151ECOM	Crown Castle Fiber, LLC	11054	Protected 40Gbps EPL Over DWDM - Prem Node	36 Month Term	Monthly Recurring Cost	\$ 4,532.40
54151ECOM	Crown Castle Fiber, LLC	11055	Protected 100Gbps EPL Over DWDM - Prem Node	36 Month Term	Monthly Recurring Cost	\$ 10,533.60
54151ECOM	Crown Castle Fiber, LLC	11057	Unprotected 1Gbps EPL Over DWDM - Prem Node	36 Month Term	Monthly Recurring Cost	\$ 591.71
54151ECOM	Crown Castle Fiber, LLC	11058	Unprotected 10Gbps EPL Over DWDM - Prem Node	36 Month Term	Monthly Recurring Cost	\$ 1,035.18
54151ECOM	Crown Castle Fiber, LLC	11059	Unprotected 40Gbps EPL Over DWDM - Prem Node	36 Month Term	Monthly Recurring Cost	\$ 3,021.30
54151ECOM	Crown Castle Fiber, LLC	11060	Unprotected 100Gbps EPL Over DWDM - Prem Node	36 Month Term	Monthly Recurring Cost	\$ 7,022.25

54151ECOM	Crown Castle Fiber, LLC	11062	Protected 1Gbps EPL Over DWDM - POP Node	36 Month Term	Monthly Recurring Cost	\$ 1,122.19
54151ECOM	Crown Castle Fiber, LLC	11063	Protected 10Gbps EPL Over DWDM - POP Node	36 Month Term	Monthly Recurring Cost	\$ 2,244.38
54151ECOM	Crown Castle Fiber, LLC	11064	Protected 40Gbps EPL Over DWDM - POP Node	36 Month Term	Monthly Recurring Cost	\$ 4,305.78
54151ECOM	Crown Castle Fiber, LLC	11065	Protected 100Gbps EPL Over DWDM - POP Node	36 Month Term	Monthly Recurring Cost	\$ 10,006.92
54151ECOM	Crown Castle Fiber, LLC	11067	Unprotected 1Gbps EPL Over DWDM - POP Node	36 Month Term	Monthly Recurring Cost	\$ 505.80
54151ECOM	Crown Castle Fiber, LLC	11068	Unprotected 10Gbps EPL Over DWDM - POP Node	36 Month Term	Monthly Recurring Cost	\$ 885.60
54151ECOM	Crown Castle Fiber, LLC	11069	Unprotected 40Gbps EPL Over DWDM - POP Node	36 Month Term	Monthly Recurring Cost	\$ 2,691.00
54151ECOM	Crown Castle Fiber, LLC	11070	Unprotected 100Gbps EPL Over DWDM - POP Node	36 Month Term	Monthly Recurring Cost	\$ 6,911.10
54151ECOM	Crown Castle Fiber, LLC	11098	Protected 1Gbps EPL Over DWDM - Prem Node	60 Month Term	Monthly Recurring Cost	\$ 1,063.13
54151ECOM	Crown Castle Fiber, LLC	11099	Protected 10Gbps EPL Over DWDM - Prem Node	60 Month Term	Monthly Recurring Cost	\$ 2,126.25
54151ECOM	Crown Castle Fiber, LLC	11100	Protected 40Gbps EPL Over DWDM - Prem Node	60 Month Term	Monthly Recurring Cost	\$ 4,079.16
54151ECOM	Crown Castle Fiber, LLC	11101	Protected 100Gbps EPL Over DWDM - Prem Node	60 Month Term	Monthly Recurring Cost	\$ 9,480.24
54151ECOM	Crown Castle Fiber, LLC	11103	Unprotected 1Gbps EPL Over DWDM - Prem Node	60 Month Term	Monthly Recurring Cost	\$ 532.53
54151ECOM	Crown Castle Fiber, LLC	11104	Unprotected 10Gbps EPL Over DWDM - Prem Node	60 Month Term	Monthly Recurring Cost	\$ 931.66
54151ECOM	Crown Castle Fiber, LLC	11105	Unprotected 40Gbps EPL Over DWDM - Prem Node	60 Month Term	Monthly Recurring Cost	\$ 2,719.17
54151ECOM	Crown Castle Fiber, LLC	11106	Unprotected 100Gbps EPL Over DWDM - Prem Node	60 Month Term	Monthly Recurring Cost	\$ 6,320.03
54151ECOM	Crown Castle Fiber, LLC	11108	Protected 1Gbps EPL Over DWDM - POP Node	60 Month Term	Monthly Recurring Cost	\$ 1,009.80
54151ECOM	Crown Castle Fiber, LLC	11109	Protected 10Gbps EPL Over DWDM - POP Node	60 Month Term	Monthly Recurring Cost	\$ 2,019.60
54151ECOM	Crown Castle Fiber, LLC	11110	Protected 40Gbps EPL Over DWDM - POP Node	60 Month Term	Monthly Recurring Cost	\$ 3,875.40

54151ECOM	Crown Castle Fiber, LLC	11111	Protected 100Gbps EPL Over DWDM - POP Node	60 Month Term	Monthly Recurring Cost	\$ 9,006.30
54151ECOM	Crown Castle Fiber, LLC	11113	Unprotected 1Gbps EPL Over DWDM - POP Node	60 Month Term	Monthly Recurring Cost	\$ 409.50
54151ECOM	Crown Castle Fiber, LLC	11114	Unprotected 10Gbps EPL Over DWDM - POP Node	60 Month Term	Monthly Recurring Cost	\$ 717.30
54151ECOM	Crown Castle Fiber, LLC	11115	Unprotected 40Gbps EPL Over DWDM - POP Node	60 Month Term	Monthly Recurring Cost	\$ 2,179.80
54151ECOM	Crown Castle Fiber, LLC	11116	Unprotected 100Gbps EPL Over DWDM - POP Node	60 Month Term	Monthly Recurring Cost	\$ 5,598.00
54151ECOM	Crown Castle Fiber, LLC	13001	Metro-E Advanced Private Line Install	12 Month Term	Installation/ NRC	\$ 500.00
54151ECOM	Crown Castle Fiber, LLC	13012	Metro-E Advanced Private Line 1Gbps	12 Month Term	Monthly Recurring Cost	\$ 1,930.50
54151ECOM	Crown Castle Fiber, LLC	13013	Metro-E Advanced Private Line 2Gbps	12 Month Term	Monthly Recurring Cost	\$ 2,153.25
54151ECOM	Crown Castle Fiber, LLC	13014	Metro-E Advanced Private Line 3Gbps	12 Month Term	Monthly Recurring Cost	\$ 2,376.00
54151ECOM	Crown Castle Fiber, LLC	13015	Metro-E Advanced Private Line 4Gbps	12 Month Term	Monthly Recurring Cost	\$ 2,598.75
54151ECOM	Crown Castle Fiber, LLC	13016	Metro-E Advanced Private Line 5Gbps	12 Month Term	Monthly Recurring Cost	\$ 2,821.50
54151ECOM	Crown Castle Fiber, LLC	13017	Metro-E Advanced Private Line 6Gbps	12 Month Term	Monthly Recurring Cost	\$ 3,044.25
54151ECOM	Crown Castle Fiber, LLC	13018	Metro-E Advanced Private Line 7Gbps	12 Month Term	Monthly Recurring Cost	\$ 3,267.00
54151ECOM	Crown Castle Fiber, LLC	13019	Metro-E Advanced Private Line 8Gbps	12 Month Term	Monthly Recurring Cost	\$ 3,489.75
54151ECOM	Crown Castle Fiber, LLC	13020	Metro-E Advanced Private Line 9Gbps	12 Month Term	Monthly Recurring Cost	\$ 3,712.50
54151ECOM	Crown Castle Fiber, LLC	13021	Metro-E Advanced Private Line 10Gbps	12 Month Term	Monthly Recurring Cost	\$ 3,935.25
54151ECOM	Crown Castle Fiber, LLC	14436	Internet Bundle 10Mbps	60 Month Term	Monthly Recurring Cost	\$ 105.00
54151ECOM	Crown Castle Fiber, LLC	14437	Internet Bundle 20Mbps	60 Month Term	Monthly Recurring Cost	\$ 135.00
54151ECOM	Crown Castle Fiber, LLC	14438	Internet Bundle 30Mbps	60 Month Term	Monthly Recurring Cost	\$ 155.00
54151ECOM	Crown Castle Fiber, LLC	14439	Internet Bundle 40Mbps	60 Month Term	Monthly Recurring Cost	\$ 185.00

54151ECOM	Crown Castle Fiber, LLC	14440	Internet Bundle 50Mbps	60 Month Term	Monthly Recurring Cost	\$ 215.00
54151ECOM	Crown Castle Fiber, LLC	14441	Internet Bundle 60Mbps	60 Month Term	Monthly Recurring Cost	\$ 245.00
54151ECOM	Crown Castle Fiber, LLC	14442	Internet Bundle 70Mbps	60 Month Term	Monthly Recurring Cost	\$ 285.00
54151ECOM	Crown Castle Fiber, LLC	14443	Internet Bundle 80Mbps	60 Month Term	Monthly Recurring Cost	\$ 320.00
54151ECOM	Crown Castle Fiber, LLC	14444	Internet Bundle 90Mbps	60 Month Term	Monthly Recurring Cost	\$ 355.00
54151ECOM	Crown Castle Fiber, LLC	14445	Internet Bundle 100Mbps	60 Month Term	Monthly Recurring Cost	\$ 385.00
54151ECOM	Crown Castle Fiber, LLC	14446	Internet Bundle 150Mbps	60 Month Term	Monthly Recurring Cost	\$ 450.00
54151ECOM	Crown Castle Fiber, LLC	14447	Internet Bundle 200Mbps	60 Month Term	Monthly Recurring Cost	\$ 515.00
54151ECOM	Crown Castle Fiber, LLC	14448	Internet Bundle 300Mbps	60 Month Term	Monthly Recurring Cost	\$ 645.00
54151ECOM	Crown Castle Fiber, LLC	14449	Internet Bundle 400Mbps	60 Month Term	Monthly Recurring Cost	\$ 775.00
54151ECOM	Crown Castle Fiber, LLC	14450	Internet Bundle 500Mbps	60 Month Term	Monthly Recurring Cost	\$ 905.00
54151ECOM	Crown Castle Fiber, LLC	14451	Internet Bundle 600Mbps	60 Month Term	Monthly Recurring Cost	\$ 1,040.00
54151ECOM	Crown Castle Fiber, LLC	14452	Internet Bundle 700Mbps	60 Month Term	Monthly Recurring Cost	\$ 1,165.00
54151ECOM	Crown Castle Fiber, LLC	14453	Internet Bundle 800Mbps	60 Month Term	Monthly Recurring Cost	\$ 1,295.00
54151ECOM	Crown Castle Fiber, LLC	14454	Internet Bundle 900Mbps	60 Month Term	Monthly Recurring Cost	\$ 1,425.00
54151ECOM	Crown Castle Fiber, LLC	15001	Dark Fiber Pair - Installation	12 Month Term	Installation/ NRC	\$ 10,000.00
54151ECOM	Crown Castle Fiber, LLC	15004	Dark Fiber Pair - first 10 route miles or fraction thereof (point to point)	12 Month Term	Monthly Recurring Charge	\$ 3,953.70
54151ECOM	Crown Castle Fiber, LLC	15005	Dark Fiber Pair - Next (second) 10 route miles or fraction thereof (i.e., minimum charge for route mileage in excess of 10 but less than 20)--this is additional to the charge for the first 10 route miles (point to point)	12 Month Term	Monthly Recurring Charge	\$ 3,762.00
54151ECOM	Crown Castle Fiber, LLC	15006	Dark Fiber Pair --route miles in excess of the first 20 miles--per route mile	12 Month Term	Monthly Recurring Charge	\$ 247.50

54151ECOM	Crown Castle Fiber, LLC	15009	Dark Fiber Pair - Installation	36 Month Term	Installation/ NRC	\$ 10,000.00
54151ECOM	Crown Castle Fiber, LLC	15012	Dark Fiber Pair - first 10 route miles or fraction thereof	36 Month Term	Monthly Recurring Charge	\$ 3,360.65
54151ECOM	Crown Castle Fiber, LLC	15013	Dark Fiber Pair - Next (second) 10 route miles or fraction thereof (i.e., minimum charge for route mileage in excess of 10 but less than 20)--this is additional to the charge for the first 10 route miles	36 Month Term	Monthly Recurring Charge	\$ 3,197.70
54151ECOM	Crown Castle Fiber, LLC	15014	Dark Fiber Pair --route miles in excess of the first 20 miles--per route mile	36 Month Term	Monthly Recurring Charge	\$ 247.50
54151ECOM	Crown Castle Fiber, LLC	15017	Dark Fiber Pair - Installation	60 Month Term	Installation/ NRC	\$ 10,000.00
54151ECOM	Crown Castle Fiber, LLC	15020	Dark Fiber Pair - first 10 route miles or fraction thereof	60 Month Term	Monthly Recurring Charge	\$ 2,965.28
54151ECOM	Crown Castle Fiber, LLC	15021	Dark Fiber Pair - Next (second) 10 route miles or fraction thereof (i.e., minimum charge for route mileage in excess of 10 but less than 20)--this is additional to the charge for the first 10 route miles	60 Month Term	Monthly Recurring Charge	\$ 2,821.50
54151ECOM	Crown Castle Fiber, LLC	15022	Dark Fiber Pair --route miles in excess of the first 20 miles--per route mile	60 Month Term	Monthly Recurring Charge	\$ 247.50
54151ECOM	Crown Castle Fiber, LLC	16001	Cabinet Installation	12 Month Term	Installation/ NRC	\$ 450.00
54151ECOM	Crown Castle Fiber, LLC	16002	Cross-Connect (Within Lighttower Facility) Install	12 Month Term	Installation/ NRC	\$ 225.00
54151ECOM	Crown Castle Fiber, LLC	16004	Power Installation	12 Month Term	Installation/ NRC	\$ 450.00
54151ECOM	Crown Castle Fiber, LLC	16005	Remote Hands - Non-Emergency - 7:01 am to 6:59 pm - 48 hours notice (per hour- 4 hour min)	12 Month Term	Installation/ NRC	\$ 180.00
54151ECOM	Crown Castle Fiber, LLC	16006	Remote Hands - Non-Emergency, After Hours - 7:00 pm to 7:00 am - 48 hours notice (per hour- 4 hour min)	12 Month Term	Installation/ NRC	\$ 270.00
54151ECOM	Crown Castle Fiber, LLC	16007	Remote Hands - Emergency, Less Than 48 hours notice - 7:01 am to 6:59 pm (per hour- 4 hour min)	12 Month Term	Installation/ NRC	\$ 360.00
54151ECOM	Crown Castle Fiber, LLC	16009	Internet Bundle Install	12 Month Term	Installation/ NRC	\$ 125.00
54151ECOM	Crown Castle Fiber, LLC	16011	Full Cabinet	12 Month Term	Monthly Recurring Charge	\$ 720.00
54151ECOM	Crown Castle Fiber, LLC	16012	Half Cabinet	12 Month Term	Monthly Recurring Charge	\$ 450.00
54151ECOM	Crown Castle Fiber, LLC	16013	Cross-Connect (Within Lighttower Facility)	12 Month Term	Monthly Recurring Charge	\$ 225.00
54151ECOM	Crown Castle Fiber, LLC	16015	Non-UPS 120V AC Power (per Amp)	12 Month Term	Monthly Recurring Charge	\$ 15.30
54151ECOM	Crown Castle Fiber, LLC	16016	Non-UPS 208V AC Power (per Amp)	12 Month Term	Monthly Recurring Charge	\$ 25.20

54151ECOM	Crown Castle Fiber, LLC	16017	Non-UPS 208V Three Phase AC Power (per Amp)	12 Month Term	Monthly Recurring Charge	\$ 43.20
54151ECOM	Crown Castle Fiber, LLC	16018	UPS 120V AC Power (per Amp)	12 Month Term	Monthly Recurring Charge	\$ 24.30
54151ECOM	Crown Castle Fiber, LLC	16019	UPS 208V AC Power (per Amp)	12 Month Term	Monthly Recurring Charge	\$ 40.32
54151ECOM	Crown Castle Fiber, LLC	16020	UPS 208V Three Phase AC Power (per Amp)	12 Month Term	Monthly Recurring Charge	\$ 69.30
54151ECOM	Crown Castle Fiber, LLC	16021	Protected 48V DC Power (per Amp)	12 Month Term	Monthly Recurring Charge	\$ 16.20
54151ECOM	Crown Castle Fiber, LLC	16022	Remote Hands	12 Month Term	Monthly Recurring Charge	\$ 450.00
54151ECOM	Crown Castle Fiber, LLC	16024	Internet Bundle 10Mbps	12 Month Term	Monthly Recurring Charge	\$ 125.00
54151ECOM	Crown Castle Fiber, LLC	16025	Internet Bundle 20Mbps	12 Month Term	Monthly Recurring Charge	\$ 160.00
54151ECOM	Crown Castle Fiber, LLC	16026	Internet Bundle 30Mbps	12 Month Term	Monthly Recurring Charge	\$ 190.00
54151ECOM	Crown Castle Fiber, LLC	16027	Internet Bundle 40Mbps	12 Month Term	Monthly Recurring Charge	\$ 225.00
54151ECOM	Crown Castle Fiber, LLC	16028	Internet Bundle 50Mbps	12 Month Term	Monthly Recurring Charge	\$ 260.00
54151ECOM	Crown Castle Fiber, LLC	16029	Internet Bundle 60Mbps	12 Month Term	Monthly Recurring Charge	\$ 300.00
54151ECOM	Crown Castle Fiber, LLC	16030	Internet Bundle 70Mbps	12 Month Term	Monthly Recurring Charge	\$ 345.00
54151ECOM	Crown Castle Fiber, LLC	16031	Internet Bundle 80Mbps	12 Month Term	Monthly Recurring Charge	\$ 385.00
54151ECOM	Crown Castle Fiber, LLC	16032	Internet Bundle 90Mbps	12 Month Term	Monthly Recurring Charge	\$ 430.00
54151ECOM	Crown Castle Fiber, LLC	16033	Internet Bundle 100Mbps	12 Month Term	Monthly Recurring Charge	\$ 465.00
54151ECOM	Crown Castle Fiber, LLC	16034	Internet Bundle 150Mbps	12 Month Term	Monthly Recurring Charge	\$ 545.00
54151ECOM	Crown Castle Fiber, LLC	16035	Internet Bundle 200Mbps	12 Month Term	Monthly Recurring Charge	\$ 620.00
54151ECOM	Crown Castle Fiber, LLC	16036	Internet Bundle 300Mbps	12 Month Term	Monthly Recurring Charge	\$ 780.00

54151ECOM	Crown Castle Fiber, LLC	16037	Internet Bundle 400Mbps	12 Month Term	Monthly Recurring Charge	\$ 935.00
54151ECOM	Crown Castle Fiber, LLC	16038	Internet Bundle 500Mbps	12 Month Term	Monthly Recurring Charge	\$ 1,100.00
54151ECOM	Crown Castle Fiber, LLC	16039	Internet Bundle 600Mbps	12 Month Term	Monthly Recurring Charge	\$ 1,260.00
54151ECOM	Crown Castle Fiber, LLC	16040	Internet Bundle 700Mbps	12 Month Term	Monthly Recurring Charge	\$ 1,410.00
54151ECOM	Crown Castle Fiber, LLC	16041	Internet Bundle 800Mbps	12 Month Term	Monthly Recurring Charge	\$ 1,570.00
54151ECOM	Crown Castle Fiber, LLC	16042	Internet Bundle 900Mbps	12 Month Term	Monthly Recurring Charge	\$ 1,725.00
54151ECOM	Crown Castle Fiber, LLC	16043	Internet Bundle 1000Mbps	12 Month Term	Monthly Recurring Charge	\$ 1,765.00
54151ECOM	Crown Castle Fiber, LLC	16055	Full Cabinet	36 Month Term	Monthly Recurring Charge	\$ 630.00
54151ECOM	Crown Castle Fiber, LLC	16056	Half Cabinet	36 Month Term	Monthly Recurring Charge	\$ 405.00
54151ECOM	Crown Castle Fiber, LLC	16057	Cross-Connect (Within Lighttower Facility)	36 Month Term	Monthly Recurring Charge	\$ 225.00
54151ECOM	Crown Castle Fiber, LLC	16059	Non-UPS 120V AC Power (per Amp)	36 Month Term	Monthly Recurring Charge	\$ 16.20
54151ECOM	Crown Castle Fiber, LLC	16060	Non-UPS 208V AC Power (per Amp)	36 Month Term	Monthly Recurring Charge	\$ 25.20
54151ECOM	Crown Castle Fiber, LLC	16061	Non-UPS 208V Three Phase AC Power (per Amp)	36 Month Term	Monthly Recurring Charge	\$ 43.20
54151ECOM	Crown Castle Fiber, LLC	16062	UPS 120V AC Power (per Amp)	36 Month Term	Monthly Recurring Charge	\$ 24.30
54151ECOM	Crown Castle Fiber, LLC	16063	UPS 208V AC Power (per Amp)	36 Month Term	Monthly Recurring Charge	\$ 40.32
54151ECOM	Crown Castle Fiber, LLC	16064	UPS 208V Three Phase AC Power (per Amp)	36 Month Term	Monthly Recurring Charge	\$ 69.30
54151ECOM	Crown Castle Fiber, LLC	16065	Protected 48V DC Power (per Amp)	36 Month Term	Monthly Recurring Charge	\$ 16.20
54151ECOM	Crown Castle Fiber, LLC	16068	Internet Bundle 10Mbps	36 Month Term	Monthly Recurring Charge	\$ 110.00
54151ECOM	Crown Castle Fiber, LLC	16069	Internet Bundle 20Mbps	36 Month Term	Monthly Recurring Charge	\$ 140.00

54151ECOM	Crown Castle Fiber, LLC	16070	Internet Bundle 30Mbps	36 Month Term	Monthly Recurring Charge	\$ 165.00
54151ECOM	Crown Castle Fiber, LLC	16071	Internet Bundle 40Mbps	36 Month Term	Monthly Recurring Charge	\$ 195.00
54151ECOM	Crown Castle Fiber, LLC	16072	Internet Bundle 50Mbps	36 Month Term	Monthly Recurring Charge	\$ 225.00
54151ECOM	Crown Castle Fiber, LLC	16073	Internet Bundle 60Mbps	36 Month Term	Monthly Recurring Charge	\$ 260.00
54151ECOM	Crown Castle Fiber, LLC	16074	Internet Bundle 70Mbps	36 Month Term	Monthly Recurring Charge	\$ 300.00
54151ECOM	Crown Castle Fiber, LLC	16075	Internet Bundle 80Mbps	36 Month Term	Monthly Recurring Charge	\$ 335.00
54151ECOM	Crown Castle Fiber, LLC	16076	Internet Bundle 90Mbps	36 Month Term	Monthly Recurring Charge	\$ 375.00
54151ECOM	Crown Castle Fiber, LLC	16077	Internet Bundle 100Mbps	36 Month Term	Monthly Recurring Charge	\$ 405.00
54151ECOM	Crown Castle Fiber, LLC	16078	Internet Bundle 150Mbps	36 Month Term	Monthly Recurring Charge	\$ 475.00
54151ECOM	Crown Castle Fiber, LLC	16079	Internet Bundle 200Mbps	36 Month Term	Monthly Recurring Charge	\$ 540.00
54151ECOM	Crown Castle Fiber, LLC	16080	Internet Bundle 300Mbps	36 Month Term	Monthly Recurring Charge	\$ 680.00
54151ECOM	Crown Castle Fiber, LLC	16081	Internet Bundle 400Mbps	36 Month Term	Monthly Recurring Charge	\$ 815.00
54151ECOM	Crown Castle Fiber, LLC	16082	Internet Bundle 500Mbps	36 Month Term	Monthly Recurring Charge	\$ 955.00
54151ECOM	Crown Castle Fiber, LLC	16083	Internet Bundle 600Mbps	36 Month Term	Monthly Recurring Charge	\$ 1,095.00
54151ECOM	Crown Castle Fiber, LLC	16084	Internet Bundle 700Mbps	36 Month Term	Monthly Recurring Charge	\$ 1,225.00
54151ECOM	Crown Castle Fiber, LLC	16085	Internet Bundle 800Mbps	36 Month Term	Monthly Recurring Charge	\$ 1,365.00
54151ECOM	Crown Castle Fiber, LLC	16086	Internet Bundle 900Mbps	36 Month Term	Monthly Recurring Charge	\$ 1,500.00
54151ECOM	Crown Castle Fiber, LLC	16087	Internet Bundle 1000Mbps	36 Month Term	Monthly Recurring Charge	\$ 1,486.58
54151ECOM	Crown Castle Fiber, LLC	16093	Remote Hands - Non-Emergency - 7:01 am to 6:59 pm - 48 hours notice (per hour- 4 hour min)	60 Month Term	Installation/ NRC	\$ 180.00

54151ECOM	Crown Castle Fiber, LLC	16094	Remote Hands - Non-Emergency, After Hours - 7:00 pm to 7:00 am - 48 hours notice (per hour- 4 hour min)	60 Month Term	Installation/ NRC	\$ 270.00
54151ECOM	Crown Castle Fiber, LLC	16095	Remote Hands - Emergency, Less Than 48 hours notice - 7:01 am to 6:59 pm (per hour- 4 hour min)	60 Month Term	Installation/ NRC	\$ 360.00
54151ECOM	Crown Castle Fiber, LLC	16099	Full Cabinet	60 Month Term	Monthly Recurring Charge	\$ 585.00
54151ECOM	Crown Castle Fiber, LLC	16100	Half Cabinet	60 Month Term	Monthly Recurring Charge	\$ 360.00
54151ECOM	Crown Castle Fiber, LLC	16101	Cross-Connect (Within Lighttower Facility)	60 Month Term	Monthly Recurring Charge	\$ 202.50
54151ECOM	Crown Castle Fiber, LLC	16103	Non-UPS 120V AC Power (per Amp)	60 Month Term	Monthly Recurring Charge	\$ 16.20
54151ECOM	Crown Castle Fiber, LLC	16104	Non-UPS 208V AC Power (per Amp)	60 Month Term	Monthly Recurring Charge	\$ 25.20
54151ECOM	Crown Castle Fiber, LLC	16105	Non-UPS 208V Three Phase AC Power (per Amp)	60 Month Term	Monthly Recurring Charge	\$ 43.20
54151ECOM	Crown Castle Fiber, LLC	16106	UPS 120V AC Power (per Amp)	60 Month Term	Monthly Recurring Charge	\$ 24.30
54151ECOM	Crown Castle Fiber, LLC	16107	UPS 208V AC Power (per Amp)	60 Month Term	Monthly Recurring Charge	\$ 40.32
54151ECOM	Crown Castle Fiber, LLC	16108	UPS 208V Three Phase AC Power (per Amp)	60 Month Term	Monthly Recurring Charge	\$ 69.30
54151ECOM	Crown Castle Fiber, LLC	16109	Protected 48V DC Power (per Amp)	60 Month Term	Monthly Recurring Charge	\$ 16.20
54151ECOM	Crown Castle Fiber, LLC	16110	Remote Hands	60 Month Term	Monthly Recurring Charge	\$ 450.00
54151ECOM	Crown Castle Fiber, LLC	16112	Internet Bundle 10Mbps	60 Month Term	Monthly Recurring Charge	\$ 105.00
54151ECOM	Crown Castle Fiber, LLC	16113	Internet Bundle 20Mbps	60 Month Term	Monthly Recurring Charge	\$ 135.00
54151ECOM	Crown Castle Fiber, LLC	16114	Internet Bundle 30Mbps	60 Month Term	Monthly Recurring Charge	\$ 155.00
54151ECOM	Crown Castle Fiber, LLC	16115	Internet Bundle 40Mbps	60 Month Term	Monthly Recurring Charge	\$ 185.00
54151ECOM	Crown Castle Fiber, LLC	16116	Internet Bundle 50Mbps	60 Month Term	Monthly Recurring Charge	\$ 215.00
54151ECOM	Crown Castle Fiber, LLC	16117	Internet Bundle 60Mbps	60 Month Term	Monthly Recurring Charge	\$ 245.00

54151ECOM	Crown Castle Fiber, LLC	16118	Internet Bundle 70Mbps	60 Month Term	Monthly Recurring Charge	\$ 285.00
54151ECOM	Crown Castle Fiber, LLC	16119	Internet Bundle 80Mbps	60 Month Term	Monthly Recurring Charge	\$ 320.00
54151ECOM	Crown Castle Fiber, LLC	16120	Internet Bundle 90Mbps	60 Month Term	Monthly Recurring Charge	\$ 355.00
54151ECOM	Crown Castle Fiber, LLC	16121	Internet Bundle 100Mbps	60 Month Term	Monthly Recurring Charge	\$ 385.00
54151ECOM	Crown Castle Fiber, LLC	16122	Internet Bundle 150Mbps	60 Month Term	Monthly Recurring Charge	\$ 450.00
54151ECOM	Crown Castle Fiber, LLC	16123	Internet Bundle 200Mbps	60 Month Term	Monthly Recurring Charge	\$ 515.00
54151ECOM	Crown Castle Fiber, LLC	16124	Internet Bundle 300Mbps	60 Month Term	Monthly Recurring Charge	\$ 645.00
54151ECOM	Crown Castle Fiber, LLC	16125	Internet Bundle 400Mbps	60 Month Term	Monthly Recurring Charge	\$ 775.00
54151ECOM	Crown Castle Fiber, LLC	16126	Internet Bundle 500Mbps	60 Month Term	Monthly Recurring Charge	\$ 905.00
54151ECOM	Crown Castle Fiber, LLC	16127	Internet Bundle 600Mbps	60 Month Term	Monthly Recurring Charge	\$ 1,040.00
54151ECOM	Crown Castle Fiber, LLC	16128	Internet Bundle 700Mbps	60 Month Term	Monthly Recurring Charge	\$ 1,165.00
54151ECOM	Crown Castle Fiber, LLC	16129	Internet Bundle 800Mbps	60 Month Term	Monthly Recurring Charge	\$ 1,295.00
54151ECOM	Crown Castle Fiber, LLC	16130	Internet Bundle 900Mbps	60 Month Term	Monthly Recurring Charge	\$ 1,425.00
54151ECOM	Crown Castle Fiber, LLC	16131	Internet Bundle 1000Mbps	60 Month Term	Monthly Recurring Charge	\$ 1,460.00
54151ECOM	Crown Castle Fiber, LLC	19001	Fiber Lateral Construction per 1/4 mile or fraction thereof (subject to CCF feasibility review)	12 Month Term	Monthly Recurring Cost	\$ 1,585.00
54151ECOM	Crown Castle Fiber, LLC	19004	Fiber Lateral Construction per 1/4 mile or fraction thereof (subject to CCF feasibility review)	36 Month Term	Monthly Recurring Cost	\$ 1,585.00
54151ECOM	Crown Castle Fiber, LLC	19007	Fiber Lateral Construction per 1/4 mile or fraction thereof (subject to CCF feasibility review)	60 Month Term	Monthly Recurring Cost	\$ 1,585.00
54151ECOM	Crown Castle Fiber, LLC	19503	Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour	12 Month Term	Hour	\$ 400.00
54151ECOM	Crown Castle Fiber, LLC	19506	Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour	36 Month Term	Hour	\$ 400.00

54151ECOM	Crown Castle Fiber, LLC	19509	Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour	60 Month Term	Hour	\$ 400.00
54151ECOM	Crown Castle Fiber, LLC	19502	Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour Business Days, 7:00 PM to 7:00 AM with 48 Hours Notice (4 hour minimum)	12 Month Term	Hour	\$ 300.00
54151ECOM	Crown Castle Fiber, LLC	19505	Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour Business Days, 7:00 PM to 7:00 AM with 48 Hours Notice (4 hour minimum)	36 Month Term	Hour	\$ 300.00
54151ECOM	Crown Castle Fiber, LLC	19508	Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per Hour Business Days, 7:00 PM to 7:00 AM with 48 Hours Notice (4 hour minimum)	60 Month Term	Hour	\$ 300.00
54151ECOM	Crown Castle Fiber, LLC	19501	Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per-Hour Business Days, 7:01 AM to 6:59 PM with 48 Hours Notice (4 hour minimum)	12 Month Term	Hour	\$ 200.00
54151ECOM	Crown Castle Fiber, LLC	19504	Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per-Hour Business Days, 7:01 AM to 6:59 PM with 48 Hours Notice (4 hour minimum)	36 Month Term	Hour	\$ 200.00
54151ECOM	Crown Castle Fiber, LLC	19507	Non-Emergency Technician Labor - Post Installation Move, Add, and Change, Per-Hour Business Days, 7:01 AM to 6:59 PM with 48 Hours Notice (4 hour minimum)	60 Month Term	Hour	\$ 200.00
54151ECOM	Crown Castle Fiber, LLC	17031	Dedicated Internet Access 1000Mbps	12 Month Term	Monthly Recurring Charge	\$ 983.42
54151ECOM	Crown Castle Fiber, LLC	17055	Internet Access 1000Mbps	12 Month Term	Monthly Recurring Charge	\$ 972.00
54151ECOM	Crown Castle Fiber, LLC	17030	Dedicated Internet Access 900Mbps	12 Month Term	Monthly Recurring Charge	\$ 899.96
54151ECOM	Crown Castle Fiber, LLC	17054	Internet Access 900Mbps	12 Month Term	Monthly Recurring Charge	\$ 888.00
54151ECOM	Crown Castle Fiber, LLC	17087	Dedicated Internet Access 1000Mbps	36 Month Term	Monthly Recurring Charge	\$ 885.08
54151ECOM	Crown Castle Fiber, LLC	17111	Internet Access 1000Mbps	36 Month Term	Monthly Recurring Charge	\$ 874.80
54151ECOM	Crown Castle Fiber, LLC	17086	Dedicated Internet Access 900Mbps	36 Month Term	Monthly Recurring Charge	\$ 809.96
54151ECOM	Crown Castle Fiber, LLC	17029	Dedicated Internet Access 800Mbps	12 Month Term	Monthly Recurring Charge	\$ 801.44
54151ECOM	Crown Castle Fiber, LLC	17110	Internet Access 900Mbps	36 Month Term	Monthly Recurring Charge	\$ 799.20
54151ECOM	Crown Castle Fiber, LLC	17143	Dedicated Internet Access 1000Mbps	60 Month Term	Monthly Recurring Charge	\$ 796.57

54151ECOM	Crown Castle Fiber, LLC	17053	Internet Access 800Mbps	12 Month Term	Monthly Recurring Charge	\$ 788.00
54151ECOM	Crown Castle Fiber, LLC	17167	Internet Access 1000Mbps	60 Month Term	Monthly Recurring Charge	\$ 787.32
54151ECOM	Crown Castle Fiber, LLC	17142	Dedicated Internet Access 900Mbps	60 Month Term	Monthly Recurring Charge	\$ 728.97
54151ECOM	Crown Castle Fiber, LLC	17028	Dedicated Internet Access 700Mbps	12 Month Term	Monthly Recurring Charge	\$ 723.10
54151ECOM	Crown Castle Fiber, LLC	17085	Dedicated Internet Access 800Mbps	36 Month Term	Monthly Recurring Charge	\$ 721.29
54151ECOM	Crown Castle Fiber, LLC	17166	Internet Access 900Mbps	60 Month Term	Monthly Recurring Charge	\$ 719.28
54151ECOM	Crown Castle Fiber, LLC	17109	Internet Access 800Mbps	36 Month Term	Monthly Recurring Charge	\$ 709.20
54151ECOM	Crown Castle Fiber, LLC	17052	Internet Access 700Mbps	12 Month Term	Monthly Recurring Charge	\$ 703.20
54151ECOM	Crown Castle Fiber, LLC	17027	Dedicated Internet Access 600Mbps	12 Month Term	Monthly Recurring Charge	\$ 665.86
54151ECOM	Crown Castle Fiber, LLC	17084	Dedicated Internet Access 700Mbps	36 Month Term	Monthly Recurring Charge	\$ 650.79
54151ECOM	Crown Castle Fiber, LLC	17141	Dedicated Internet Access 800Mbps	60 Month Term	Monthly Recurring Charge	\$ 649.16
54151ECOM	Crown Castle Fiber, LLC	17051	Internet Access 600Mbps	12 Month Term	Monthly Recurring Charge	\$ 639.20
54151ECOM	Crown Castle Fiber, LLC	17165	Internet Access 800Mbps	60 Month Term	Monthly Recurring Charge	\$ 638.28
54151ECOM	Crown Castle Fiber, LLC	17108	Internet Access 700Mbps	36 Month Term	Monthly Recurring Charge	\$ 632.88
54151ECOM	Crown Castle Fiber, LLC	17026	Dedicated Internet Access 500Mbps	12 Month Term	Monthly Recurring Charge	\$ 610.12
54151ECOM	Crown Castle Fiber, LLC	17083	Dedicated Internet Access 600Mbps	36 Month Term	Monthly Recurring Charge	\$ 599.27
54151ECOM	Crown Castle Fiber, LLC	17140	Dedicated Internet Access 700Mbps	60 Month Term	Monthly Recurring Charge	\$ 585.71
54151ECOM	Crown Castle Fiber, LLC	17050	Internet Access 500Mbps	12 Month Term	Monthly Recurring Charge	\$ 576.80
54151ECOM	Crown Castle Fiber, LLC	17025	Dedicated Internet Access 400Mbps	12 Month Term	Monthly Recurring Charge	\$ 576.22

54151ECOM	Crown Castle Fiber, LLC	17107	Internet Access 600Mbps	36 Month Term	Monthly Recurring Charge	\$ 575.28
54151ECOM	Crown Castle Fiber, LLC	17164	Internet Access 700Mbps	60 Month Term	Monthly Recurring Charge	\$ 569.59
54151ECOM	Crown Castle Fiber, LLC	17082	Dedicated Internet Access 500Mbps	36 Month Term	Monthly Recurring Charge	\$ 549.11
54151ECOM	Crown Castle Fiber, LLC	17049	Internet Access 400Mbps	12 Month Term	Monthly Recurring Charge	\$ 542.40
54151ECOM	Crown Castle Fiber, LLC	17139	Dedicated Internet Access 600Mbps	60 Month Term	Monthly Recurring Charge	\$ 539.34
54151ECOM	Crown Castle Fiber, LLC	17024	Dedicated Internet Access 300Mbps	12 Month Term	Monthly Recurring Charge	\$ 525.38
54151ECOM	Crown Castle Fiber, LLC	17106	Internet Access 500Mbps	36 Month Term	Monthly Recurring Charge	\$ 519.12
54151ECOM	Crown Castle Fiber, LLC	17081	Dedicated Internet Access 400Mbps	36 Month Term	Monthly Recurring Charge	\$ 518.60
54151ECOM	Crown Castle Fiber, LLC	17163	Internet Access 600Mbps	60 Month Term	Monthly Recurring Charge	\$ 517.75
54151ECOM	Crown Castle Fiber, LLC	17138	Dedicated Internet Access 500Mbps	60 Month Term	Monthly Recurring Charge	\$ 494.19
54151ECOM	Crown Castle Fiber, LLC	17105	Internet Access 400Mbps	36 Month Term	Monthly Recurring Charge	\$ 488.16
54151ECOM	Crown Castle Fiber, LLC	17080	Dedicated Internet Access 300Mbps	36 Month Term	Monthly Recurring Charge	\$ 472.84
54151ECOM	Crown Castle Fiber, LLC	17162	Internet Access 500Mbps	60 Month Term	Monthly Recurring Charge	\$ 467.21
54151ECOM	Crown Castle Fiber, LLC	17137	Dedicated Internet Access 400Mbps	60 Month Term	Monthly Recurring Charge	\$ 466.74
54151ECOM	Crown Castle Fiber, LLC	17048	Internet Access 300Mbps	12 Month Term	Monthly Recurring Charge	\$ 464.00
54151ECOM	Crown Castle Fiber, LLC	17023	Dedicated Internet Access 200Mbps	12 Month Term	Monthly Recurring Charge	\$ 444.03
54151ECOM	Crown Castle Fiber, LLC	17161	Internet Access 400Mbps	60 Month Term	Monthly Recurring Charge	\$ 439.34
54151ECOM	Crown Castle Fiber, LLC	17022	Dedicated Internet Access 150Mbps	12 Month Term	Monthly Recurring Charge	\$ 436.40
54151ECOM	Crown Castle Fiber, LLC	17136	Dedicated Internet Access 300Mbps	60 Month Term	Monthly Recurring Charge	\$ 425.56

54151ECOM	Crown Castle Fiber, LLC	17047	Internet Access 200Mbps	12 Month Term	Monthly Recurring Charge	\$ 419.90
54151ECOM	Crown Castle Fiber, LLC	17104	Internet Access 300Mbps	36 Month Term	Monthly Recurring Charge	\$ 417.60
54151ECOM	Crown Castle Fiber, LLC	17046	Internet Access 150Mbps	12 Month Term	Monthly Recurring Charge	\$ 408.24
54151ECOM	Crown Castle Fiber, LLC	17079	Dedicated Internet Access 200Mbps	36 Month Term	Monthly Recurring Charge	\$ 399.63
54151ECOM	Crown Castle Fiber, LLC	17078	Dedicated Internet Access 150Mbps	36 Month Term	Monthly Recurring Charge	\$ 392.76
54151ECOM	Crown Castle Fiber, LLC	17103	Internet Access 200Mbps	36 Month Term	Monthly Recurring Charge	\$ 377.91
54151ECOM	Crown Castle Fiber, LLC	17160	Internet Access 300Mbps	60 Month Term	Monthly Recurring Charge	\$ 375.84
54151ECOM	Crown Castle Fiber, LLC	17102	Internet Access 150Mbps	36 Month Term	Monthly Recurring Charge	\$ 367.42
54151ECOM	Crown Castle Fiber, LLC	17021	Dedicated Internet Access 100Mbps	12 Month Term	Monthly Recurring Charge	\$ 364.04
54151ECOM	Crown Castle Fiber, LLC	17135	Dedicated Internet Access 200Mbps	60 Month Term	Monthly Recurring Charge	\$ 359.66
54151ECOM	Crown Castle Fiber, LLC	17134	Dedicated Internet Access 150Mbps	60 Month Term	Monthly Recurring Charge	\$ 353.49
54151ECOM	Crown Castle Fiber, LLC	17020	Dedicated Internet Access 90Mbps	12 Month Term	Monthly Recurring Charge	\$ 345.60
54151ECOM	Crown Castle Fiber, LLC	17159	Internet Access 200Mbps	60 Month Term	Monthly Recurring Charge	\$ 340.12
54151ECOM	Crown Castle Fiber, LLC	17019	Dedicated Internet Access 80Mbps	12 Month Term	Monthly Recurring Charge	\$ 334.34
54151ECOM	Crown Castle Fiber, LLC	17158	Internet Access 150Mbps	60 Month Term	Monthly Recurring Charge	\$ 330.67
54151ECOM	Crown Castle Fiber, LLC	17045	Internet Access 100Mbps	12 Month Term	Monthly Recurring Charge	\$ 330.62
54151ECOM	Crown Castle Fiber, LLC	17077	Dedicated Internet Access 100Mbps	36 Month Term	Monthly Recurring Charge	\$ 327.63
54151ECOM	Crown Castle Fiber, LLC	17018	Dedicated Internet Access 70Mbps	12 Month Term	Monthly Recurring Charge	\$ 321.01
54151ECOM	Crown Castle Fiber, LLC	17076	Dedicated Internet Access 90Mbps	36 Month Term	Monthly Recurring Charge	\$ 311.04

54151ECOM	Crown Castle Fiber, LLC	17017	Dedicated Internet Access 60Mbps	12 Month Term	Monthly Recurring Charge	\$ 301.67
54151ECOM	Crown Castle Fiber, LLC	17075	Dedicated Internet Access 80Mbps	36 Month Term	Monthly Recurring Charge	\$ 300.91
54151ECOM	Crown Castle Fiber, LLC	17044	Internet Access 90Mbps	12 Month Term	Monthly Recurring Charge	\$ 299.29
54151ECOM	Crown Castle Fiber, LLC	17101	Internet Access 100Mbps	36 Month Term	Monthly Recurring Charge	\$ 297.56
54151ECOM	Crown Castle Fiber, LLC	17016	Dedicated Internet Access 50Mbps	12 Month Term	Monthly Recurring Charge	\$ 296.58
54151ECOM	Crown Castle Fiber, LLC	17133	Dedicated Internet Access 100Mbps	60 Month Term	Monthly Recurring Charge	\$ 294.87
54151ECOM	Crown Castle Fiber, LLC	17015	Dedicated Internet Access 40Mbps	12 Month Term	Monthly Recurring Charge	\$ 294.21
54151ECOM	Crown Castle Fiber, LLC	17014	Dedicated Internet Access 30Mbps	12 Month Term	Monthly Recurring Charge	\$ 293.03
54151ECOM	Crown Castle Fiber, LLC	17013	Dedicated Internet Access 20Mbps	12 Month Term	Monthly Recurring Charge	\$ 291.50
54151ECOM	Crown Castle Fiber, LLC	17012	Dedicated Internet Access 10Mbps	12 Month Term	Monthly Recurring Charge	\$ 289.81
54151ECOM	Crown Castle Fiber, LLC	17074	Dedicated Internet Access 70Mbps	36 Month Term	Monthly Recurring Charge	\$ 288.91
54151ECOM	Crown Castle Fiber, LLC	17043	Internet Access 80Mbps	12 Month Term	Monthly Recurring Charge	\$ 280.17
54151ECOM	Crown Castle Fiber, LLC	17132	Dedicated Internet Access 90Mbps	60 Month Term	Monthly Recurring Charge	\$ 279.93
54151ECOM	Crown Castle Fiber, LLC	17073	Dedicated Internet Access 60Mbps	36 Month Term	Monthly Recurring Charge	\$ 271.50
54151ECOM	Crown Castle Fiber, LLC	17131	Dedicated Internet Access 80Mbps	60 Month Term	Monthly Recurring Charge	\$ 270.82
54151ECOM	Crown Castle Fiber, LLC	17100	Internet Access 90Mbps	36 Month Term	Monthly Recurring Charge	\$ 269.36
54151ECOM	Crown Castle Fiber, LLC	17157	Internet Access 100Mbps	60 Month Term	Monthly Recurring Charge	\$ 267.81
54151ECOM	Crown Castle Fiber, LLC	17072	Dedicated Internet Access 50Mbps	36 Month Term	Monthly Recurring Charge	\$ 266.93
54151ECOM	Crown Castle Fiber, LLC	17071	Dedicated Internet Access 40Mbps	36 Month Term	Monthly Recurring Charge	\$ 264.79

54151ECOM	Crown Castle Fiber, LLC	17070	Dedicated Internet Access 30Mbps	36 Month Term	Monthly Recurring Charge	\$ 263.72
54151ECOM	Crown Castle Fiber, LLC	17069	Dedicated Internet Access 20Mbps	36 Month Term	Monthly Recurring Charge	\$ 262.35
54151ECOM	Crown Castle Fiber, LLC	17068	Dedicated Internet Access 10Mbps	36 Month Term	Monthly Recurring Charge	\$ 260.82
54151ECOM	Crown Castle Fiber, LLC	17130	Dedicated Internet Access 70Mbps	60 Month Term	Monthly Recurring Charge	\$ 260.02
54151ECOM	Crown Castle Fiber, LLC	17042	Internet Access 70Mbps	12 Month Term	Monthly Recurring Charge	\$ 257.51
54151ECOM	Crown Castle Fiber, LLC	17099	Internet Access 80Mbps	36 Month Term	Monthly Recurring Charge	\$ 252.15
54151ECOM	Crown Castle Fiber, LLC	17129	Dedicated Internet Access 60Mbps	60 Month Term	Monthly Recurring Charge	\$ 244.35
54151ECOM	Crown Castle Fiber, LLC	17156	Internet Access 90Mbps	60 Month Term	Monthly Recurring Charge	\$ 242.42
54151ECOM	Crown Castle Fiber, LLC	17128	Dedicated Internet Access 50Mbps	60 Month Term	Monthly Recurring Charge	\$ 240.23
54151ECOM	Crown Castle Fiber, LLC	17127	Dedicated Internet Access 40Mbps	60 Month Term	Monthly Recurring Charge	\$ 238.31
54151ECOM	Crown Castle Fiber, LLC	17126	Dedicated Internet Access 30Mbps	60 Month Term	Monthly Recurring Charge	\$ 237.35
54151ECOM	Crown Castle Fiber, LLC	17125	Dedicated Internet Access 20Mbps	60 Month Term	Monthly Recurring Charge	\$ 236.12
54151ECOM	Crown Castle Fiber, LLC	17124	Dedicated Internet Access 10Mbps	60 Month Term	Monthly Recurring Charge	\$ 234.74
54151ECOM	Crown Castle Fiber, LLC	17098	Internet Access 70Mbps	36 Month Term	Monthly Recurring Charge	\$ 231.76
54151ECOM	Crown Castle Fiber, LLC	17155	Internet Access 80Mbps	60 Month Term	Monthly Recurring Charge	\$ 226.93
54151ECOM	Crown Castle Fiber, LLC	17041	Internet Access 60Mbps	12 Month Term	Monthly Recurring Charge	\$ 224.64
54151ECOM	Crown Castle Fiber, LLC	17040	Internet Access 50Mbps	12 Month Term	Monthly Recurring Charge	\$ 216.00
54151ECOM	Crown Castle Fiber, LLC	17039	Internet Access 40Mbps	12 Month Term	Monthly Recurring Charge	\$ 211.97
54151ECOM	Crown Castle Fiber, LLC	17038	Internet Access 30Mbps	12 Month Term	Monthly Recurring Charge	\$ 209.95

54151ECOM	Crown Castle Fiber, LLC	17154	Internet Access 70Mbps	60 Month Term	Monthly Recurring Charge	\$ 208.58
54151ECOM	Crown Castle Fiber, LLC	17037	Internet Access 20Mbps	12 Month Term	Monthly Recurring Charge	\$ 207.36
54151ECOM	Crown Castle Fiber, LLC	17036	Internet Access 10Mbps	12 Month Term	Monthly Recurring Charge	\$ 204.48
54151ECOM	Crown Castle Fiber, LLC	17097	Internet Access 60Mbps	36 Month Term	Monthly Recurring Charge	\$ 202.18
54151ECOM	Crown Castle Fiber, LLC	17096	Internet Access 50Mbps	36 Month Term	Monthly Recurring Charge	\$ 194.40
54151ECOM	Crown Castle Fiber, LLC	17095	Internet Access 40Mbps	36 Month Term	Monthly Recurring Charge	\$ 190.77
54151ECOM	Crown Castle Fiber, LLC	17094	Internet Access 30Mbps	36 Month Term	Monthly Recurring Charge	\$ 188.96
54151ECOM	Crown Castle Fiber, LLC	17093	Internet Access 20Mbps	36 Month Term	Monthly Recurring Charge	\$ 186.62
54151ECOM	Crown Castle Fiber, LLC	17092	Internet Access 10Mbps	36 Month Term	Monthly Recurring Charge	\$ 184.03
54151ECOM	Crown Castle Fiber, LLC	17153	Internet Access 60Mbps	60 Month Term	Monthly Recurring Charge	\$ 181.96
54151ECOM	Crown Castle Fiber, LLC	17152	Internet Access 50Mbps	60 Month Term	Monthly Recurring Charge	\$ 174.96
54151ECOM	Crown Castle Fiber, LLC	17151	Internet Access 40Mbps	60 Month Term	Monthly Recurring Charge	\$ 171.69
54151ECOM	Crown Castle Fiber, LLC	17150	Internet Access 30Mbps	60 Month Term	Monthly Recurring Charge	\$ 170.06
54151ECOM	Crown Castle Fiber, LLC	17149	Internet Access 20Mbps	60 Month Term	Monthly Recurring Charge	\$ 167.96
54151ECOM	Crown Castle Fiber, LLC	17148	Internet Access 10Mbps	60 Month Term	Monthly Recurring Charge	\$ 165.63
54151ECOM	Crown Castle Fiber, LLC	17003	Dedicated Internet Access Install	12 Month Term	Installation/ NRC	\$ 249.97

SIN	Manufacturer Name	Part Number	Product Name	Term	UOI	GSA Price
54151ECOM	Crown Castle Fiber, LLC	130412	E-Line Standard CoS 2Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 673.38
54151ECOM	Crown Castle Fiber, LLC	130413	E-Line Standard CoS 3Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 715.78
54151ECOM	Crown Castle Fiber, LLC	130414	E-Line Standard CoS 4Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 758.17
54151ECOM	Crown Castle Fiber, LLC	130415	E-Line Standard CoS 5Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 800.56
54151ECOM	Crown Castle Fiber, LLC	130416	E-Line Standard CoS 6Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 842.96
54151ECOM	Crown Castle Fiber, LLC	130417	E-Line Standard CoS 7Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 884.74
54151ECOM	Crown Castle Fiber, LLC	130418	E-Line Standard CoS 8Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 927.13
54151ECOM	Crown Castle Fiber, LLC	130419	E-Line Standard CoS 9Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 969.52
54151ECOM	Crown Castle Fiber, LLC	130410	E-Line Standard CoS 10Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,011.92
54151ECOM	Crown Castle Fiber, LLC	130582	E-Line Business Priority EVC 2Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 740.72
54151ECOM	Crown Castle Fiber, LLC	130583	E-Line Business Priority EVC 3Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 787.35
54151ECOM	Crown Castle Fiber, LLC	130584	E-Line Business Priority EVC 4Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 833.99
54151ECOM	Crown Castle Fiber, LLC	130585	E-Line Business Priority EVC 5Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 880.62
54151ECOM	Crown Castle Fiber, LLC	130586	E-Line Business Priority EVC 6Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 927.25
54151ECOM	Crown Castle Fiber, LLC	130587	E-Line Business Priority EVC 7Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 973.21
54151ECOM	Crown Castle Fiber, LLC	130588	E-Line Business Priority EVC 8Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,019.84
54151ECOM	Crown Castle Fiber, LLC	130589	E-Line Business Priority EVC 9Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,066.48
54151ECOM	Crown Castle Fiber, LLC	130510	E-Line Business Priority EVC 10Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,113.11

54151ECOM	Crown Castle Fiber, LLC	130752	E-Line Business Critical EVC 2Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 774.39
54151ECOM	Crown Castle Fiber, LLC	130753	E-Line Business Critical EVC 3Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 823.14
54151ECOM	Crown Castle Fiber, LLC	130754	E-Line Business Critical EVC 4Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 871.90
54151ECOM	Crown Castle Fiber, LLC	130755	E-Line Business Critical EVC 5Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 920.65
54151ECOM	Crown Castle Fiber, LLC	130756	E-Line Business Critical EVC 6Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 969.40
54151ECOM	Crown Castle Fiber, LLC	130757	E-Line Business Critical EVC 7Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,017.45
54151ECOM	Crown Castle Fiber, LLC	130758	E-Line Business Critical EVC 8 Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,066.20
54151ECOM	Crown Castle Fiber, LLC	130759	E-Line Business Critical EVC 9 Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,114.95
54151ECOM	Crown Castle Fiber, LLC	130710	E-Line Business Critical EVC 10Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,163.70
54151ECOM	Crown Castle Fiber, LLC	130922	E-Line Mission Critical EVC 2Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 841.73
54151ECOM	Crown Castle Fiber, LLC	130923	E-Line Mission Critical EVC 3Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 894.72
54151ECOM	Crown Castle Fiber, LLC	130924	E-Line Mission Critical EVC 4Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 947.71
54151ECOM	Crown Castle Fiber, LLC	130925	E-Line Mission Critical EVC 5Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,000.70
54151ECOM	Crown Castle Fiber, LLC	130926	E-Line Mission Critical EVC 6Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,053.70
54151ECOM	Crown Castle Fiber, LLC	130927	E-Line Mission Critical EVC 7Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,105.92
54151ECOM	Crown Castle Fiber, LLC	130928	E-Line Mission Critical EVC 8Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,158.91
54151ECOM	Crown Castle Fiber, LLC	130929	E-Line Mission Critical EVC 9Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,211.90
54151ECOM	Crown Castle Fiber, LLC	130910	E-Line Mission Critical EVC 10Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,264.90
54151ECOM	Crown Castle Fiber, LLC	131092	E-Line Standard EVC 2Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 612.78

54151ECOM	Crown Castle Fiber, LLC	131093	E-Line Standard EVC 3Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 651.36
54151ECOM	Crown Castle Fiber, LLC	131094	E-Line Standard EVC 4Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 689.93
54151ECOM	Crown Castle Fiber, LLC	131095	E-Line Standard EVC 5Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 728.51
54151ECOM	Crown Castle Fiber, LLC	131096	E-Line Standard EVC 6Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 767.09
54151ECOM	Crown Castle Fiber, LLC	131097	E-Line Standard EVC 7Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 805.11
54151ECOM	Crown Castle Fiber, LLC	131098	E-Line Standard EVC 8Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 843.69
54151ECOM	Crown Castle Fiber, LLC	131099	E-Line Standard EVC 9Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 882.27
54151ECOM	Crown Castle Fiber, LLC	131110	E-Line Standard EVC 10Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 920.84
54151ECOM	Crown Castle Fiber, LLC	131262	E-Line Business Priority EVC 2Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 674.06
54151ECOM	Crown Castle Fiber, LLC	131263	E-Line Business Priority EVC 3Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 716.49
54151ECOM	Crown Castle Fiber, LLC	131264	E-Line Business Priority EVC 4Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 758.93
54151ECOM	Crown Castle Fiber, LLC	131265	E-Line Business Priority EVC 5Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 801.36
54151ECOM	Crown Castle Fiber, LLC	131266	E-Line Business Priority EVC 6Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 843.80
54151ECOM	Crown Castle Fiber, LLC	131267	E-Line Business Priority EVC 7Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 885.62
54151ECOM	Crown Castle Fiber, LLC	131268	E-Line Business Priority EVC 8Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 928.06
54151ECOM	Crown Castle Fiber, LLC	131269	E-Line Business Priority EVC 9Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 970.49
54151ECOM	Crown Castle Fiber, LLC	131210	E-Line Business Priority EVC 10Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,012.93
54151ECOM	Crown Castle Fiber, LLC	131432	E-Line Business Critical EVC 2Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 775.16
54151ECOM	Crown Castle Fiber, LLC	131433	E-Line Business Critical EVC 3Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 823.97

54151ECOM	Crown Castle Fiber, LLC	131434	E-Line Business Critical EVC 4Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 872.77
54151ECOM	Crown Castle Fiber, LLC	131435	E-Line Business Critical EVC 5Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 921.57
54151ECOM	Crown Castle Fiber, LLC	131436	E-Line Business Critical EVC 6Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 970.37
54151ECOM	Crown Castle Fiber, LLC	131437	E-Line Business Critical EVC 7Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,018.46
54151ECOM	Crown Castle Fiber, LLC	131438	E-Line Business Critical EVC 8Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,067.27
54151ECOM	Crown Castle Fiber, LLC	131439	E-Line Business Critical EVC 9Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,116.07
54151ECOM	Crown Castle Fiber, LLC	131410	E-Line Business Critical EVC 10Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,164.87
54151ECOM	Crown Castle Fiber, LLC	131602	E-Line Mission Critical EVC 2Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 842.57
54151ECOM	Crown Castle Fiber, LLC	131603	E-Line Mission Critical EVC 3Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 895.61
54151ECOM	Crown Castle Fiber, LLC	131604	E-Line Mission Critical EVC 4Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 948.66
54151ECOM	Crown Castle Fiber, LLC	131605	E-Line Mission Critical EVC 5Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,001.70
54151ECOM	Crown Castle Fiber, LLC	131606	E-Line Mission Critical EVC 6Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,054.75
54151ECOM	Crown Castle Fiber, LLC	131607	E-Line Mission Critical EVC 7Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,107.03
54151ECOM	Crown Castle Fiber, LLC	131608	E-Line Mission Critical EVC 8Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,160.07
54151ECOM	Crown Castle Fiber, LLC	131609	E-Line Mission Critical EVC 9Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,213.12
54151ECOM	Crown Castle Fiber, LLC	131610	E-Line Mission Critical EVC 10Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,266.16
54151ECOM	Crown Castle Fiber, LLC	14572	E-Line Install	12 Month Term	Installation/ NRC	\$ 500.00
54151ECOM	Crown Castle Fiber, LLC	131782	E-LAN Standard EVC 2Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 675.84
54151ECOM	Crown Castle Fiber, LLC	131783	E-LAN Standard EVC 3Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 699.67
54151ECOM	Crown Castle Fiber, LLC	131784	E-LAN Standard EVC 4Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 755.11

54151ECOM	Crown Castle Fiber, LLC	131785	E-LAN Standard EVC 5Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 810.54
54151ECOM	Crown Castle Fiber, LLC	131786	E-LAN Standard EVC 6Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 842.96
54151ECOM	Crown Castle Fiber, LLC	131787	E-LAN Standard EVC 7Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 884.74
54151ECOM	Crown Castle Fiber, LLC	131788	E-LAN Standard EVC 8Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 927.13
54151ECOM	Crown Castle Fiber, LLC	131789	E-LAN Standard EVC 9Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 969.52
54151ECOM	Crown Castle Fiber, LLC	131710	E-LAN Standard EVC 10Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,011.92
54151ECOM	Crown Castle Fiber, LLC	131952	E-LAN Business Priority EVC 2Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 743.42
54151ECOM	Crown Castle Fiber, LLC	131953	E-LAN Business Priority EVC 3Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 769.63
54151ECOM	Crown Castle Fiber, LLC	131954	E-LAN Business Priority EVC 4Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 830.62
54151ECOM	Crown Castle Fiber, LLC	131955	E-LAN Business Priority EVC 5Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 891.60
54151ECOM	Crown Castle Fiber, LLC	131956	E-LAN Business Priority EVC 6Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 927.25
54151ECOM	Crown Castle Fiber, LLC	131957	E-LAN Business Priority EVC 7Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 973.21
54151ECOM	Crown Castle Fiber, LLC	131958	E-LAN Business Priority EVC 8Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,019.84
54151ECOM	Crown Castle Fiber, LLC	131959	E-LAN Business Priority EVC 9Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,066.48
54151ECOM	Crown Castle Fiber, LLC	131910	E-LAN Business Priority EVC 10Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,113.11
54151ECOM	Crown Castle Fiber, LLC	132122	E-LAN Business Critical EVC 2Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 777.22
54151ECOM	Crown Castle Fiber, LLC	132123	E-LAN Business Critical EVC 3Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 804.62
54151ECOM	Crown Castle Fiber, LLC	132124	E-LAN Business Critical EVC 4Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 868.37
54151ECOM	Crown Castle Fiber, LLC	132125	E-LAN Business Critical EVC 5Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 932.13

54151ECOM	Crown Castle Fiber, LLC	132126	E-LAN Business Critical EVC 6Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 969.40
54151ECOM	Crown Castle Fiber, LLC	132127	E-LAN Business Critical EVC 7Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,017.45
54151ECOM	Crown Castle Fiber, LLC	132128	E-LAN Business Critical EVC 8Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,066.20
54151ECOM	Crown Castle Fiber, LLC	132129	E-LAN Business Critical EVC 9Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,114.95
54151ECOM	Crown Castle Fiber, LLC	132110	E-LAN Business Critical EVC 10Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,163.70
54151ECOM	Crown Castle Fiber, LLC	132292	E-LAN Mission Critical EVC 2Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 844.80
54151ECOM	Crown Castle Fiber, LLC	132293	E-LAN Mission Critical EVC 3Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 874.58
54151ECOM	Crown Castle Fiber, LLC	132294	E-LAN Mission Critical EVC 4Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 943.88
54151ECOM	Crown Castle Fiber, LLC	132295	E-LAN Mission Critical EVC 5Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,013.18
54151ECOM	Crown Castle Fiber, LLC	132296	E-LAN Mission Critical EVC 6Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,053.70
54151ECOM	Crown Castle Fiber, LLC	132297	E-LAN Mission Critical EVC 7Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,105.92
54151ECOM	Crown Castle Fiber, LLC	132298	E-LAN Mission Critical EVC 8Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,158.91
54151ECOM	Crown Castle Fiber, LLC	132299	E-LAN Mission Critical EVC 9Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,211.90
54151ECOM	Crown Castle Fiber, LLC	132310	E-LAN Mission Critical EVC 10Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,264.90
54151ECOM	Crown Castle Fiber, LLC	132462	E-LAN Standard EVC 2Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 615.01
54151ECOM	Crown Castle Fiber, LLC	132463	E-LAN Standard EVC 3Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 636.70
54151ECOM	Crown Castle Fiber, LLC	132464	E-LAN Standard EVC 4Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 687.15
54151ECOM	Crown Castle Fiber, LLC	132465	E-LAN Standard EVC 5Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 737.59
54151ECOM	Crown Castle Fiber, LLC	132466	E-LAN Standard EVC 6Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 767.09

54151ECOM	Crown Castle Fiber, LLC	132467	E-LAN Standard EVC 7Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 805.11
54151ECOM	Crown Castle Fiber, LLC	132468	E-LAN Standard EVC 8Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 843.69
54151ECOM	Crown Castle Fiber, LLC	132469	E-LAN Standard EVC 9Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 882.27
54151ECOM	Crown Castle Fiber, LLC	132410	E-LAN Standard EVC 10Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 920.84
54151ECOM	Crown Castle Fiber, LLC	132632	E-LAN Business Priority EVC 2Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 676.52
54151ECOM	Crown Castle Fiber, LLC	132633	E-LAN Business Priority EVC 3Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 700.37
54151ECOM	Crown Castle Fiber, LLC	132634	E-LAN Business Priority EVC 4Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 755.86
54151ECOM	Crown Castle Fiber, LLC	132635	E-LAN Business Priority EVC 5Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 811.35
54151ECOM	Crown Castle Fiber, LLC	132636	E-LAN Business Priority EVC 6Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 843.80
54151ECOM	Crown Castle Fiber, LLC	132637	E-LAN Business Priority EVC 7Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 885.62
54151ECOM	Crown Castle Fiber, LLC	132638	E-LAN Business Priority EVC 8Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 928.06
54151ECOM	Crown Castle Fiber, LLC	132639	E-LAN Business Priority EVC 9Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 970.49
54151ECOM	Crown Castle Fiber, LLC	132610	E-LAN Business Priority EVC 10Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,012.93
54151ECOM	Crown Castle Fiber, LLC	132802	E-LAN Business Critical EVC 2Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 707.27
54151ECOM	Crown Castle Fiber, LLC	132803	E-LAN Business Critical EVC 3Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 732.20
54151ECOM	Crown Castle Fiber, LLC	132804	E-LAN Business Critical EVC 4Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 790.22
54151ECOM	Crown Castle Fiber, LLC	132805	E-LAN Business Critical EVC 5Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 848.23
54151ECOM	Crown Castle Fiber, LLC	132806	E-LAN Business Critical EVC 6Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 882.15
54151ECOM	Crown Castle Fiber, LLC	132807	E-LAN Business Critical EVC 7Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 925.88

54151ECOM	Crown Castle Fiber, LLC	132808	E-LAN Business Critical EVC 8Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 970.24
54151ECOM	Crown Castle Fiber, LLC	132809	E-LAN Business Critical EVC 9Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,014.61
54151ECOM	Crown Castle Fiber, LLC	132810	E-LAN Business Critical EVC 10Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,058.97
54151ECOM	Crown Castle Fiber, LLC	132972	E-LAN Mission Critical EVC 2Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 768.77
54151ECOM	Crown Castle Fiber, LLC	132973	E-LAN Mission Critical EVC 3Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 795.87
54151ECOM	Crown Castle Fiber, LLC	132974	E-LAN Mission Critical EVC 4Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 858.93
54151ECOM	Crown Castle Fiber, LLC	132975	E-LAN Mission Critical EVC 5Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 921.99
54151ECOM	Crown Castle Fiber, LLC	132976	E-LAN Mission Critical EVC 6Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 958.86
54151ECOM	Crown Castle Fiber, LLC	132977	E-LAN Mission Critical EVC 7Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,006.39
54151ECOM	Crown Castle Fiber, LLC	132978	E-LAN Mission Critical EVC 8Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,054.61
54151ECOM	Crown Castle Fiber, LLC	132979	E-LAN Mission Critical EVC 9Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,102.83
54151ECOM	Crown Castle Fiber, LLC	132910	E-LAN Mission Critical EVC 10Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,151.06
54151ECOM	Crown Castle Fiber, LLC	14646	E-LAN Install	12 Month Term	Installation/NRC	\$ 500.00
54151ECOM	Crown Castle Fiber, LLC	133152	EVPL Standard EVC 2Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 844.80
54151ECOM	Crown Castle Fiber, LLC	133153	EVPL Standard EVC 3Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 874.58
54151ECOM	Crown Castle Fiber, LLC	133154	EVPL Standard EVC 4Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 943.88
54151ECOM	Crown Castle Fiber, LLC	133155	EVPL Standard EVC 5Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,013.18
54151ECOM	Crown Castle Fiber, LLC	133156	EVPL Standard EVC 6Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,053.70
54151ECOM	Crown Castle Fiber, LLC	133157	EVPL Standard EVC 7Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,105.92
54151ECOM	Crown Castle Fiber, LLC	133158	EVPL Standard EVC 8Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,158.91

54151ECOM	Crown Castle Fiber, LLC	133159	EVPL Standard EVC 9Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,211.90
54151ECOM	Crown Castle Fiber, LLC	133110	EVPL Standard EVC 10Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,264.90
54151ECOM	Crown Castle Fiber, LLC	133322	EVPL Business Priority EVC 2Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 929.28
54151ECOM	Crown Castle Fiber, LLC	133323	EVPL Business Priority EVC 3Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 962.04
54151ECOM	Crown Castle Fiber, LLC	133324	EVPL Business Priority EVC 4Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,038.27
54151ECOM	Crown Castle Fiber, LLC	133325	EVPL Business Priority EVC 5Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,114.50
54151ECOM	Crown Castle Fiber, LLC	133326	EVPL Business Priority EVC 6Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,159.07
54151ECOM	Crown Castle Fiber, LLC	133327	EVPL Business Priority EVC 7Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,216.51
54151ECOM	Crown Castle Fiber, LLC	133328	EVPL Business Priority EVC 8Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,274.80
54151ECOM	Crown Castle Fiber, LLC	133329	EVPL Business Priority EVC 9Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,333.09
54151ECOM	Crown Castle Fiber, LLC	133310	EVPL Business Priority EVC 10Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,391.39
54151ECOM	Crown Castle Fiber, LLC	133492	EVPL Business Critical EVC 2Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 971.52
54151ECOM	Crown Castle Fiber, LLC	133493	EVPL Business Critical EVC 3Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,005.77
54151ECOM	Crown Castle Fiber, LLC	133494	EVPL Business Critical EVC 4Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,085.46
54151ECOM	Crown Castle Fiber, LLC	133495	EVPL Business Critical EVC 5Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,165.16
54151ECOM	Crown Castle Fiber, LLC	133496	EVPL Business Critical EVC 6Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,211.75
54151ECOM	Crown Castle Fiber, LLC	133497	EVPL Business Critical EVC 7Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,271.81
54151ECOM	Crown Castle Fiber, LLC	133498	EVPL Business Critical EVC 8Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,332.75
54151ECOM	Crown Castle Fiber, LLC	133499	EVPL Business Critical EVC 9Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,393.69

54151ECOM	Crown Castle Fiber, LLC	133510	EVPL Business Critical EVC 10Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,454.63
54151ECOM	Crown Castle Fiber, LLC	133662	EVPL Mission Critical EVC 2Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,056.00
54151ECOM	Crown Castle Fiber, LLC	133663	EVPL Mission Critical EVC 3Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,093.23
54151ECOM	Crown Castle Fiber, LLC	133664	EVPL Mission Critical EVC 4Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,179.85
54151ECOM	Crown Castle Fiber, LLC	133665	EVPL Mission Critical EVC 5Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,266.47
54151ECOM	Crown Castle Fiber, LLC	133666	EVPL Mission Critical EVC 6Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,317.12
54151ECOM	Crown Castle Fiber, LLC	133667	EVPL Mission Critical EVC 7Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,382.40
54151ECOM	Crown Castle Fiber, LLC	133668	EVPL Mission Critical EVC 8Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,448.64
54151ECOM	Crown Castle Fiber, LLC	133669	EVPL Mission Critical EVC 9Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,514.88
54151ECOM	Crown Castle Fiber, LLC	133610	EVPL Mission Critical EVC 10Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,581.12
54151ECOM	Crown Castle Fiber, LLC	133832	EVPL Standard EVC 2Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 768.77
54151ECOM	Crown Castle Fiber, LLC	133833	EVPL Standard EVC 3Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 795.87
54151ECOM	Crown Castle Fiber, LLC	133834	EVPL Standard EVC 4Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 858.93
54151ECOM	Crown Castle Fiber, LLC	133835	EVPL Standard EVC 5Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 921.99
54151ECOM	Crown Castle Fiber, LLC	133836	EVPL Standard EVC 6Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 958.86
54151ECOM	Crown Castle Fiber, LLC	133837	EVPL Standard EVC 7Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,006.39
54151ECOM	Crown Castle Fiber, LLC	133838	EVPL Standard EVC 8Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,054.61
54151ECOM	Crown Castle Fiber, LLC	133839	EVPL Standard EVC 9Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,102.83
54151ECOM	Crown Castle Fiber, LLC	133810	EVPL Standard EVC 10Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,151.06

54151ECOM	Crown Castle Fiber, LLC	134002	EVPL Business Priority EVC 2Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 845.64
54151ECOM	Crown Castle Fiber, LLC	134003	EVPL Business Priority EVC 3Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 875.46
54151ECOM	Crown Castle Fiber, LLC	134004	EVPL Business Priority EVC 4Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 944.83
54151ECOM	Crown Castle Fiber, LLC	134005	EVPL Business Priority EVC 5Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,014.19
54151ECOM	Crown Castle Fiber, LLC	134006	EVPL Business Priority EVC 6Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,054.75
54151ECOM	Crown Castle Fiber, LLC	134007	EVPL Business Priority EVC 7Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,107.03
54151ECOM	Crown Castle Fiber, LLC	134008	EVPL Business Priority EVC 8Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,160.07
54151ECOM	Crown Castle Fiber, LLC	134009	EVPL Business Priority EVC 9Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,213.12
54151ECOM	Crown Castle Fiber, LLC	134010	EVPL Business Priority EVC 10Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,266.16
54151ECOM	Crown Castle Fiber, LLC	134172	EVPL Business Critical EVC 2Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 884.08
54151ECOM	Crown Castle Fiber, LLC	134173	EVPL Business Critical EVC 3Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 915.25
54151ECOM	Crown Castle Fiber, LLC	134174	EVPL Business Critical EVC 4Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 987.77
54151ECOM	Crown Castle Fiber, LLC	134175	EVPL Business Critical EVC 5Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,060.29
54151ECOM	Crown Castle Fiber, LLC	134176	EVPL Business Critical EVC 6Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,102.69
54151ECOM	Crown Castle Fiber, LLC	134177	EVPL Business Critical EVC 7Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,157.35
54151ECOM	Crown Castle Fiber, LLC	134178	EVPL Business Critical EVC 8Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,212.80
54151ECOM	Crown Castle Fiber, LLC	134179	EVPL Business Critical EVC 9Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,268.26
54151ECOM	Crown Castle Fiber, LLC	134110	EVPL Business Critical EVC 10Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,323.71
54151ECOM	Crown Castle Fiber, LLC	134342	EVPL Mission Critical EVC 2Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 960.96

54151ECOM	Crown Castle Fiber, LLC	134343	EVPL Mission Critical EVC 3Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 994.84
54151ECOM	Crown Castle Fiber, LLC	134344	EVPL Mission Critical EVC 4Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,073.67
54151ECOM	Crown Castle Fiber, LLC	134345	EVPL Mission Critical EVC 5Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,152.49
54151ECOM	Crown Castle Fiber, LLC	134346	EVPL Mission Critical EVC 6Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,198.58
54151ECOM	Crown Castle Fiber, LLC	134347	EVPL Mission Critical EVC 7Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,257.98
54151ECOM	Crown Castle Fiber, LLC	134348	EVPL Mission Critical EVC 8Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,318.26
54151ECOM	Crown Castle Fiber, LLC	134349	EVPL Mission Critical EVC 9Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,378.54
54151ECOM	Crown Castle Fiber, LLC	134310	EVPL Mission Critical EVC 10Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,438.82
54151ECOM	Crown Castle Fiber, LLC	14720	EVPL Install	12 Month Term	Installation/ NRC	\$ 500.00
54151ECOM	Crown Castle Fiber, LLC	134962	E-Line Standard CoS 2Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 606.04
54151ECOM	Crown Castle Fiber, LLC	134963	E-Line Standard CoS 3Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 644.20
54151ECOM	Crown Castle Fiber, LLC	134964	E-Line Standard CoS4Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 682.35
54151ECOM	Crown Castle Fiber, LLC	134965	E-Line Standard CoS 5Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 720.51
54151ECOM	Crown Castle Fiber, LLC	134966	E-Line Standard CoS 6Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 758.66
54151ECOM	Crown Castle Fiber, LLC	134967	E-Line Standard CoS 7Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 796.26
54151ECOM	Crown Castle Fiber, LLC	134968	E-Line Standard CoS 8Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 834.42
54151ECOM	Crown Castle Fiber, LLC	134969	E-Line Standard CoS 9Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 872.57
54151ECOM	Crown Castle Fiber, LLC	134910	E-Line Standard CoS 10Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 910.73
54151ECOM	Crown Castle Fiber, LLC	135132	E-Line Business Priority EVC 2Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 666.65
54151ECOM	Crown Castle Fiber, LLC	135133	E-Line Business Priority EVC 3Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 708.62

54151ECOM	Crown Castle Fiber, LLC	135134	E-Line Business Priority EVC 4Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 750.59
54151ECOM	Crown Castle Fiber, LLC	135135	E-Line Business Priority EVC 5Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 792.56
54151ECOM	Crown Castle Fiber, LLC	135136	E-Line Business Priority EVC 6Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 834.53
54151ECOM	Crown Castle Fiber, LLC	135137	E-Line Business Priority EVC 7Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 875.89
54151ECOM	Crown Castle Fiber, LLC	135138	E-Line Business Priority EVC 8Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 917.86
54151ECOM	Crown Castle Fiber, LLC	135139	E-Line Business Priority EVC 9Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 959.83
54151ECOM	Crown Castle Fiber, LLC	135110	E-Line Business Priority EVC 10Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,001.80
54151ECOM	Crown Castle Fiber, LLC	135302	E-Line Business Critical EVC 2Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 696.95
54151ECOM	Crown Castle Fiber, LLC	135303	E-Line Business Critical EVC 3Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 740.83
54151ECOM	Crown Castle Fiber, LLC	135304	E-Line Business Critical EVC 4Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 784.71
54151ECOM	Crown Castle Fiber, LLC	135305	E-Line Business Critical EVC 5Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 828.58
54151ECOM	Crown Castle Fiber, LLC	135306	E-Line Business Critical EVC 6Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 872.46
54151ECOM	Crown Castle Fiber, LLC	135307	E-Line Business Critical EVC 7Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 915.70
54151ECOM	Crown Castle Fiber, LLC	135308	E-Line Business Critical EVC 8 Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 959.58
54151ECOM	Crown Castle Fiber, LLC	135309	E-Line Business Critical EVC 9 Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,003.46
54151ECOM	Crown Castle Fiber, LLC	135310	E-Line Business Critical EVC 10Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,047.33
54151ECOM	Crown Castle Fiber, LLC	135472	E-Line Mission Critical EVC 2Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 757.56
54151ECOM	Crown Castle Fiber, LLC	135473	E-Line Mission Critical EVC 3Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 805.25
54151ECOM	Crown Castle Fiber, LLC	135474	E-Line Mission Critical EVC 4Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 852.94

54151ECOM	Crown Castle Fiber, LLC	135475	E-Line Mission Critical EVC 5Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 900.63
54151ECOM	Crown Castle Fiber, LLC	135476	E-Line Mission Critical EVC 6Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 948.33
54151ECOM	Crown Castle Fiber, LLC	135477	E-Line Mission Critical EVC 7Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 995.33
54151ECOM	Crown Castle Fiber, LLC	135478	E-Line Mission Critical EVC 8Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,043.02
54151ECOM	Crown Castle Fiber, LLC	135479	E-Line Mission Critical EVC 9Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,090.71
54151ECOM	Crown Castle Fiber, LLC	135410	E-Line Mission Critical EVC 10Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,138.41
54151ECOM	Crown Castle Fiber, LLC	135642	E-Line Standard EVC 2Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 551.50
54151ECOM	Crown Castle Fiber, LLC	135643	E-Line Standard EVC 3Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 586.22
54151ECOM	Crown Castle Fiber, LLC	135644	E-Line Standard EVC 4Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 620.94
54151ECOM	Crown Castle Fiber, LLC	135645	E-Line Standard EVC 5Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 655.66
54151ECOM	Crown Castle Fiber, LLC	135646	E-Line Standard EVC 6Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 690.38
54151ECOM	Crown Castle Fiber, LLC	135647	E-Line Standard EVC 7Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 724.60
54151ECOM	Crown Castle Fiber, LLC	135648	E-Line Standard EVC 8Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 759.32
54151ECOM	Crown Castle Fiber, LLC	135649	E-Line Standard EVC 9Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 794.04
54151ECOM	Crown Castle Fiber, LLC	135610	E-Line Standard EVC 10Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 828.76
54151ECOM	Crown Castle Fiber, LLC	135812	E-Line Business Priority EVC 2Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 606.65
54151ECOM	Crown Castle Fiber, LLC	135813	E-Line Business Priority EVC 3Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 644.84
54151ECOM	Crown Castle Fiber, LLC	135814	E-Line Business Priority EVC 4Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 683.03
54151ECOM	Crown Castle Fiber, LLC	135815	E-Line Business Priority EVC 5Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 721.23

54151ECOM	Crown Castle Fiber, LLC	135816	E-Line Business Priority EVC 6Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 759.42
54151ECOM	Crown Castle Fiber, LLC	135817	E-Line Business Priority EVC 7Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 797.06
54151ECOM	Crown Castle Fiber, LLC	135818	E-Line Business Priority EVC 8Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 835.25
54151ECOM	Crown Castle Fiber, LLC	135819	E-Line Business Priority EVC 9Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 873.44
54151ECOM	Crown Castle Fiber, LLC	135810	E-Line Business Priority EVC 10Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 911.64
54151ECOM	Crown Castle Fiber, LLC	135982	E-Line Business Critical EVC 2Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 634.23
54151ECOM	Crown Castle Fiber, LLC	135983	E-Line Business Critical EVC 3Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 674.15
54151ECOM	Crown Castle Fiber, LLC	135984	E-Line Business Critical EVC 4Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 714.08
54151ECOM	Crown Castle Fiber, LLC	135985	E-Line Business Critical EVC 5Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 754.01
54151ECOM	Crown Castle Fiber, LLC	135986	E-Line Business Critical EVC 6Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 793.94
54151ECOM	Crown Castle Fiber, LLC	135987	E-Line Business Critical EVC 7Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 833.29
54151ECOM	Crown Castle Fiber, LLC	135988	E-Line Business Critical EVC 8Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 873.22
54151ECOM	Crown Castle Fiber, LLC	135989	E-Line Business Critical EVC 9Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 913.15
54151ECOM	Crown Castle Fiber, LLC	135910	E-Line Business Critical EVC 10Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 953.07
54151ECOM	Crown Castle Fiber, LLC	136152	E-Line Mission Critical EVC 2Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 689.38
54151ECOM	Crown Castle Fiber, LLC	136153	E-Line Mission Critical EVC 3Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 732.78
54151ECOM	Crown Castle Fiber, LLC	136154	E-Line Mission Critical EVC 4Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 776.18
54151ECOM	Crown Castle Fiber, LLC	136155	E-Line Mission Critical EVC 5Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 819.58
54151ECOM	Crown Castle Fiber, LLC	136156	E-Line Mission Critical EVC 6Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 862.98

54151ECOM	Crown Castle Fiber, LLC	136157	E-Line Mission Critical EVC 7Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 905.75
54151ECOM	Crown Castle Fiber, LLC	136158	E-Line Mission Critical EVC 8Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 949.15
54151ECOM	Crown Castle Fiber, LLC	136159	E-Line Mission Critical EVC 9Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 992.55
54151ECOM	Crown Castle Fiber, LLC	136110	E-Line Mission Critical EVC 10Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,035.95
54151ECOM	Crown Castle Fiber, LLC	14794	E-Line Install	36 Month Term	Monthly Recurring Cost	\$ -
54151ECOM	Crown Castle Fiber, LLC	136332	E-LAN Standard EVC 2Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 608.26
54151ECOM	Crown Castle Fiber, LLC	136333	E-LAN Standard EVC 3Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 629.70
54151ECOM	Crown Castle Fiber, LLC	136334	E-LAN Standard EVC 4Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 679.60
54151ECOM	Crown Castle Fiber, LLC	136335	E-LAN Standard EVC 5Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 729.49
54151ECOM	Crown Castle Fiber, LLC	136336	E-LAN Standard EVC 6Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 758.66
54151ECOM	Crown Castle Fiber, LLC	136337	E-LAN Standard EVC 7Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 796.26
54151ECOM	Crown Castle Fiber, LLC	136338	E-LAN Standard EVC 8Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 834.42
54151ECOM	Crown Castle Fiber, LLC	136339	E-LAN Standard EVC 9Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 872.57
54151ECOM	Crown Castle Fiber, LLC	136310	E-LAN Standard EVC 10Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 910.73
54151ECOM	Crown Castle Fiber, LLC	136502	E-LAN Business Priority EVC 2Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 669.08
54151ECOM	Crown Castle Fiber, LLC	136503	E-LAN Business Priority EVC 3Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 692.67
54151ECOM	Crown Castle Fiber, LLC	136504	E-LAN Business Priority EVC 4Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 747.55
54151ECOM	Crown Castle Fiber, LLC	136505	E-LAN Business Priority EVC 5Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 802.44
54151ECOM	Crown Castle Fiber, LLC	136506	E-LAN Business Priority EVC 6Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 834.53

54151ECOM	Crown Castle Fiber, LLC	136507	E-LAN Business Priority EVC 7Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 875.89
54151ECOM	Crown Castle Fiber, LLC	136508	E-LAN Business Priority EVC 8Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 917.86
54151ECOM	Crown Castle Fiber, LLC	136509	E-LAN Business Priority EVC 9Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 959.83
54151ECOM	Crown Castle Fiber, LLC	136510	E-LAN Business Priority EVC 10Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,001.80
54151ECOM	Crown Castle Fiber, LLC	136672	E-LAN Business Critical EVC 2Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 699.49
54151ECOM	Crown Castle Fiber, LLC	136673	E-LAN Business Critical EVC 3Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 724.16
54151ECOM	Crown Castle Fiber, LLC	136674	E-LAN Business Critical EVC 4Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 781.53
54151ECOM	Crown Castle Fiber, LLC	136675	E-LAN Business Critical EVC 5Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 838.91
54151ECOM	Crown Castle Fiber, LLC	136676	E-LAN Business Critical EVC 6Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 872.46
54151ECOM	Crown Castle Fiber, LLC	136677	E-LAN Business Critical EVC 7Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 915.70
54151ECOM	Crown Castle Fiber, LLC	136678	E-LAN Business Critical EVC 8Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 959.58
54151ECOM	Crown Castle Fiber, LLC	136679	E-LAN Business Critical EVC 9Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,003.46
54151ECOM	Crown Castle Fiber, LLC	136610	E-LAN Business Critical EVC 10Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,047.33
54151ECOM	Crown Castle Fiber, LLC	136842	E-LAN Mission Critical EVC 2Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 760.32
54151ECOM	Crown Castle Fiber, LLC	136843	E-LAN Mission Critical EVC 3Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 787.13
54151ECOM	Crown Castle Fiber, LLC	136844	E-LAN Mission Critical EVC 4Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 849.49
54151ECOM	Crown Castle Fiber, LLC	136845	E-LAN Mission Critical EVC 5Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 911.86
54151ECOM	Crown Castle Fiber, LLC	136846	E-LAN Mission Critical EVC 6Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 948.33
54151ECOM	Crown Castle Fiber, LLC	136847	E-LAN Mission Critical EVC 7Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 995.33

54151ECOM	Crown Castle Fiber, LLC	136848	E-LAN Mission Critical EVC 8Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,043.02
54151ECOM	Crown Castle Fiber, LLC	136849	E-LAN Mission Critical EVC 9Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,090.71
54151ECOM	Crown Castle Fiber, LLC	136810	E-LAN Mission Critical EVC 10Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,138.41
54151ECOM	Crown Castle Fiber, LLC	137012	E-LAN Standard EVC 2Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 553.51
54151ECOM	Crown Castle Fiber, LLC	137013	E-LAN Standard EVC 3Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 573.03
54151ECOM	Crown Castle Fiber, LLC	137014	E-LAN Standard EVC 4Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 618.43
54151ECOM	Crown Castle Fiber, LLC	137015	E-LAN Standard EVC 5Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 663.84
54151ECOM	Crown Castle Fiber, LLC	137016	E-LAN Standard EVC 6Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 690.38
54151ECOM	Crown Castle Fiber, LLC	137017	E-LAN Standard EVC 7Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 724.60
54151ECOM	Crown Castle Fiber, LLC	137018	E-LAN Standard EVC 8Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 759.32
54151ECOM	Crown Castle Fiber, LLC	137019	E-LAN Standard EVC 9Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 794.04
54151ECOM	Crown Castle Fiber, LLC	137010	E-LAN Standard EVC 10Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 828.76
54151ECOM	Crown Castle Fiber, LLC	137182	E-LAN Business Priority EVC 2Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 608.86
54151ECOM	Crown Castle Fiber, LLC	137183	E-LAN Business Priority EVC 3Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 630.33
54151ECOM	Crown Castle Fiber, LLC	137184	E-LAN Business Priority EVC 4Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 680.27
54151ECOM	Crown Castle Fiber, LLC	137185	E-LAN Business Priority EVC 5Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 730.22
54151ECOM	Crown Castle Fiber, LLC	137186	E-LAN Business Priority EVC 6Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 759.42
54151ECOM	Crown Castle Fiber, LLC	137187	E-LAN Business Priority EVC 7Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 797.06
54151ECOM	Crown Castle Fiber, LLC	137188	E-LAN Business Priority EVC 8Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 835.25

54151ECOM	Crown Castle Fiber, LLC	137189	E-LAN Business Priority EVC 9Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 873.44
54151ECOM	Crown Castle Fiber, LLC	137110	E-LAN Business Priority EVC 10Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 911.64
54151ECOM	Crown Castle Fiber, LLC	137352	E-LAN Business Critical EVC 2Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 636.54
54151ECOM	Crown Castle Fiber, LLC	137353	E-LAN Business Critical EVC 3Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 658.98
54151ECOM	Crown Castle Fiber, LLC	137354	E-LAN Business Critical EVC 4Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 711.20
54151ECOM	Crown Castle Fiber, LLC	137355	E-LAN Business Critical EVC 5Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 763.41
54151ECOM	Crown Castle Fiber, LLC	137356	E-LAN Business Critical EVC 6Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 793.94
54151ECOM	Crown Castle Fiber, LLC	137357	E-LAN Business Critical EVC 7Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 833.29
54151ECOM	Crown Castle Fiber, LLC	137358	E-LAN Business Critical EVC 8Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 873.22
54151ECOM	Crown Castle Fiber, LLC	137359	E-LAN Business Critical EVC 9Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 913.15
54151ECOM	Crown Castle Fiber, LLC	137310	E-LAN Business Critical EVC 10Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 953.07
54151ECOM	Crown Castle Fiber, LLC	137522	E-LAN Mission Critical EVC 2Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 691.89
54151ECOM	Crown Castle Fiber, LLC	137523	E-LAN Mission Critical EVC 3Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 716.28
54151ECOM	Crown Castle Fiber, LLC	137524	E-LAN Mission Critical EVC 4Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 773.04
54151ECOM	Crown Castle Fiber, LLC	137525	E-LAN Mission Critical EVC 5Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 829.79
54151ECOM	Crown Castle Fiber, LLC	137526	E-LAN Mission Critical EVC 6Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 862.98
54151ECOM	Crown Castle Fiber, LLC	137527	E-LAN Mission Critical EVC 7Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 905.75
54151ECOM	Crown Castle Fiber, LLC	137528	E-LAN Mission Critical EVC 8Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 949.15
54151ECOM	Crown Castle Fiber, LLC	137529	E-LAN Mission Critical EVC 9Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 992.55

54151ECOM	Crown Castle Fiber, LLC	137510	E-LAN Mission Critical EVC 10Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,035.95
54151ECOM	Crown Castle Fiber, LLC	14868	E-LAN Install	36 Month Term	Monthly Recurring Cost	\$ -
54151ECOM	Crown Castle Fiber, LLC	137702	EVPL Standard EVC 2Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 760.32
54151ECOM	Crown Castle Fiber, LLC	137703	EVPL Standard EVC 3Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 787.13
54151ECOM	Crown Castle Fiber, LLC	137704	EVPL Standard EVC 4Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 849.49
54151ECOM	Crown Castle Fiber, LLC	137705	EVPL Standard EVC 5Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 911.86
54151ECOM	Crown Castle Fiber, LLC	137706	EVPL Standard EVC 6Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 948.33
54151ECOM	Crown Castle Fiber, LLC	137707	EVPL Standard EVC 7Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 995.33
54151ECOM	Crown Castle Fiber, LLC	137708	EVPL Standard EVC 8Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,043.02
54151ECOM	Crown Castle Fiber, LLC	137709	EVPL Standard EVC 9Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,090.71
54151ECOM	Crown Castle Fiber, LLC	137710	EVPL Standard EVC 10Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,138.41
54151ECOM	Crown Castle Fiber, LLC	137872	EVPL Business Priority EVC 2Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 836.35
54151ECOM	Crown Castle Fiber, LLC	137873	EVPL Business Priority EVC 3Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 865.84
54151ECOM	Crown Castle Fiber, LLC	137874	EVPL Business Priority EVC 4Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 934.44
54151ECOM	Crown Castle Fiber, LLC	137875	EVPL Business Priority EVC 5Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,003.05
54151ECOM	Crown Castle Fiber, LLC	137876	EVPL Business Priority EVC 6Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,043.16
54151ECOM	Crown Castle Fiber, LLC	137877	EVPL Business Priority EVC 7Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,094.86
54151ECOM	Crown Castle Fiber, LLC	137878	EVPL Business Priority EVC 8Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,147.32
54151ECOM	Crown Castle Fiber, LLC	137879	EVPL Business Priority EVC 9Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,199.78

54151ECOM	Crown Castle Fiber, LLC	137810	EVPL Business Priority EVC 10Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,252.25
54151ECOM	Crown Castle Fiber, LLC	138042	EVPL Business Critical EVC 2Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 874.37
54151ECOM	Crown Castle Fiber, LLC	138043	EVPL Business Critical EVC 3Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 905.20
54151ECOM	Crown Castle Fiber, LLC	138044	EVPL Business Critical EVC 4Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 976.92
54151ECOM	Crown Castle Fiber, LLC	138045	EVPL Business Critical EVC 5Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,048.64
54151ECOM	Crown Castle Fiber, LLC	138046	EVPL Business Critical EVC 6Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,090.58
54151ECOM	Crown Castle Fiber, LLC	138047	EVPL Business Critical EVC 7Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,144.63
54151ECOM	Crown Castle Fiber, LLC	138048	EVPL Business Critical EVC 8Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,199.47
54151ECOM	Crown Castle Fiber, LLC	138049	EVPL Business Critical EVC 9Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,254.32
54151ECOM	Crown Castle Fiber, LLC	138010	EVPL Business Critical EVC 10Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,309.17
54151ECOM	Crown Castle Fiber, LLC	138212	EVPL Mission Critical EVC 2Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 950.40
54151ECOM	Crown Castle Fiber, LLC	138213	EVPL Mission Critical EVC 3Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 983.91
54151ECOM	Crown Castle Fiber, LLC	138214	EVPL Mission Critical EVC 4Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,061.87
54151ECOM	Crown Castle Fiber, LLC	138215	EVPL Mission Critical EVC 5Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,139.83
54151ECOM	Crown Castle Fiber, LLC	138216	EVPL Mission Critical EVC 6Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,185.41
54151ECOM	Crown Castle Fiber, LLC	138217	EVPL Mission Critical EVC 7Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,244.16
54151ECOM	Crown Castle Fiber, LLC	138218	EVPL Mission Critical EVC 8Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,303.78
54151ECOM	Crown Castle Fiber, LLC	138219	EVPL Mission Critical EVC 9Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,363.39
54151ECOM	Crown Castle Fiber, LLC	138210	EVPL Mission Critical EVC 10Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,423.01

54151ECOM	Crown Castle Fiber, LLC	138382	EVPL Standard EVC 2Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 691.89
54151ECOM	Crown Castle Fiber, LLC	138383	EVPL Standard EVC 3Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 716.28
54151ECOM	Crown Castle Fiber, LLC	138384	EVPL Standard EVC 4Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 773.04
54151ECOM	Crown Castle Fiber, LLC	138385	EVPL Standard EVC 5Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 829.79
54151ECOM	Crown Castle Fiber, LLC	138386	EVPL Standard EVC 6Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 862.98
54151ECOM	Crown Castle Fiber, LLC	138387	EVPL Standard EVC 7Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 905.75
54151ECOM	Crown Castle Fiber, LLC	138388	EVPL Standard EVC 8Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 949.15
54151ECOM	Crown Castle Fiber, LLC	138389	EVPL Standard EVC 9Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 992.55
54151ECOM	Crown Castle Fiber, LLC	138310	EVPL Standard EVC 10Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,035.95
54151ECOM	Crown Castle Fiber, LLC	138552	EVPL Business Priority EVC 2Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 761.08
54151ECOM	Crown Castle Fiber, LLC	138553	EVPL Business Priority EVC 3Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 787.91
54151ECOM	Crown Castle Fiber, LLC	138554	EVPL Business Priority EVC 4Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 850.34
54151ECOM	Crown Castle Fiber, LLC	138555	EVPL Business Priority EVC 5Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 912.77
54151ECOM	Crown Castle Fiber, LLC	138556	EVPL Business Priority EVC 6Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 949.27
54151ECOM	Crown Castle Fiber, LLC	138557	EVPL Business Priority EVC 7Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 996.32
54151ECOM	Crown Castle Fiber, LLC	138558	EVPL Business Priority EVC 8Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,044.06
54151ECOM	Crown Castle Fiber, LLC	138559	EVPL Business Priority EVC 9Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,091.80
54151ECOM	Crown Castle Fiber, LLC	138510	EVPL Business Priority EVC 10Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,139.54
54151ECOM	Crown Castle Fiber, LLC	138722	EVPL Business Critical EVC 2Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 795.67

54151ECOM	Crown Castle Fiber, LLC	138723	EVPL Business Critical EVC 3Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 823.73
54151ECOM	Crown Castle Fiber, LLC	138724	EVPL Business Critical EVC 4Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 889.00
54151ECOM	Crown Castle Fiber, LLC	138725	EVPL Business Critical EVC 5Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 954.26
54151ECOM	Crown Castle Fiber, LLC	138726	EVPL Business Critical EVC 6Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 992.42
54151ECOM	Crown Castle Fiber, LLC	138727	EVPL Business Critical EVC 7Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,041.61
54151ECOM	Crown Castle Fiber, LLC	138728	EVPL Business Critical EVC 8Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,091.52
54151ECOM	Crown Castle Fiber, LLC	138729	EVPL Business Critical EVC 9Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,141.43
54151ECOM	Crown Castle Fiber, LLC	138710	EVPL Business Critical EVC 10Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,191.34
54151ECOM	Crown Castle Fiber, LLC	138892	EVPL Mission Critical EVC 2Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 864.86
54151ECOM	Crown Castle Fiber, LLC	138893	EVPL Mission Critical EVC 3Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 895.36
54151ECOM	Crown Castle Fiber, LLC	138894	EVPL Mission Critical EVC 4Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 966.30
54151ECOM	Crown Castle Fiber, LLC	138895	EVPL Mission Critical EVC 5Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,037.24
54151ECOM	Crown Castle Fiber, LLC	138896	EVPL Mission Critical EVC 6Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,078.72
54151ECOM	Crown Castle Fiber, LLC	138897	EVPL Mission Critical EVC 7Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,132.19
54151ECOM	Crown Castle Fiber, LLC	138898	EVPL Mission Critical EVC 8Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,186.44
54151ECOM	Crown Castle Fiber, LLC	138899	EVPL Mission Critical EVC 9Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,240.69
54151ECOM	Crown Castle Fiber, LLC	138910	EVPL Mission Critical EVC 10Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,294.94
54151ECOM	Crown Castle Fiber, LLC	14942	EVPL Install	36 Month Term	Monthly Recurring Cost	\$ -
54151ECOM	Crown Castle Fiber, LLC	139512	E-Line Standard CoS 2Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 545.44

54151ECOM	Crown Castle Fiber, LLC	139513	E-Line Standard CoS 3Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 579.78
54151ECOM	Crown Castle Fiber, LLC	139514	E-Line Standard CoS 4Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 614.12
54151ECOM	Crown Castle Fiber, LLC	139515	E-Line Standard CoS 5Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 648.46
54151ECOM	Crown Castle Fiber, LLC	139516	E-Line Standard CoS 6Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 682.80
54151ECOM	Crown Castle Fiber, LLC	139517	E-Line Standard CoS 7Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 716.64
54151ECOM	Crown Castle Fiber, LLC	139518	E-Line Standard CoS 8Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 750.97
54151ECOM	Crown Castle Fiber, LLC	139519	E-Line Standard CoS 9Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 785.31
54151ECOM	Crown Castle Fiber, LLC	139510	E-Line Standard CoS 10Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 819.65
54151ECOM	Crown Castle Fiber, LLC	139682	E-Line Business Priority EVC 2Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 599.98
54151ECOM	Crown Castle Fiber, LLC	139683	E-Line Business Priority EVC 3Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 637.76
54151ECOM	Crown Castle Fiber, LLC	139684	E-Line Business Priority EVC 4Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 675.53
54151ECOM	Crown Castle Fiber, LLC	139685	E-Line Business Priority EVC 5Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 713.30
54151ECOM	Crown Castle Fiber, LLC	139686	E-Line Business Priority EVC 6Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 751.07
54151ECOM	Crown Castle Fiber, LLC	139687	E-Line Business Priority EVC 7Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 788.30
54151ECOM	Crown Castle Fiber, LLC	139688	E-Line Business Priority EVC 8Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 826.07
54151ECOM	Crown Castle Fiber, LLC	139689	E-Line Business Priority EVC 9Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 863.85
54151ECOM	Crown Castle Fiber, LLC	139610	E-Line Business Priority EVC 10Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 901.62
54151ECOM	Crown Castle Fiber, LLC	139852	E-Line Business Critical EVC 2Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 627.26
54151ECOM	Crown Castle Fiber, LLC	139853	E-Line Business Critical EVC 3Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 666.75

54151ECOM	Crown Castle Fiber, LLC	139854	E-Line Business Critical EVC 4Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 706.23
54151ECOM	Crown Castle Fiber, LLC	139855	E-Line Business Critical EVC 5Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 745.72
54151ECOM	Crown Castle Fiber, LLC	139856	E-Line Business Critical EVC 6Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 785.21
54151ECOM	Crown Castle Fiber, LLC	139857	E-Line Business Critical EVC 7Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 824.13
54151ECOM	Crown Castle Fiber, LLC	139858	E-Line Business Critical EVC 8 Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 863.62
54151ECOM	Crown Castle Fiber, LLC	139859	E-Line Business Critical EVC 9 Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 903.11
54151ECOM	Crown Castle Fiber, LLC	139810	E-Line Business Critical EVC 10Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 942.60
54151ECOM	Crown Castle Fiber, LLC	140022	E-Line Mission Critical EVC 2Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 681.80
54151ECOM	Crown Castle Fiber, LLC	140023	E-Line Mission Critical EVC 3Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 724.72
54151ECOM	Crown Castle Fiber, LLC	140024	E-Line Mission Critical EVC 4Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 767.65
54151ECOM	Crown Castle Fiber, LLC	140025	E-Line Mission Critical EVC 5Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 810.57
54151ECOM	Crown Castle Fiber, LLC	140026	E-Line Mission Critical EVC 6Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 853.49
54151ECOM	Crown Castle Fiber, LLC	140027	E-Line Mission Critical EVC 7Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 895.80
54151ECOM	Crown Castle Fiber, LLC	140028	E-Line Mission Critical EVC 8Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 938.72
54151ECOM	Crown Castle Fiber, LLC	140029	E-Line Mission Critical EVC 9Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 981.64
54151ECOM	Crown Castle Fiber, LLC	140010	E-Line Mission Critical EVC 10Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,024.57
54151ECOM	Crown Castle Fiber, LLC	140192	E-Line Standard EVC 2Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 496.35
54151ECOM	Crown Castle Fiber, LLC	140193	E-Line Standard EVC 3Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 527.60
54151ECOM	Crown Castle Fiber, LLC	140194	E-Line Standard EVC 4Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 558.85

54151ECOM	Crown Castle Fiber, LLC	140195	E-Line Standard EVC 5Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 590.10
54151ECOM	Crown Castle Fiber, LLC	140196	E-Line Standard EVC 6Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 621.34
54151ECOM	Crown Castle Fiber, LLC	140197	E-Line Standard EVC 7Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 652.14
54151ECOM	Crown Castle Fiber, LLC	140198	E-Line Standard EVC 8Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 683.39
54151ECOM	Crown Castle Fiber, LLC	140199	E-Line Standard EVC 9Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 714.64
54151ECOM	Crown Castle Fiber, LLC	140110	E-Line Standard EVC 10Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 745.88
54151ECOM	Crown Castle Fiber, LLC	140362	E-Line Business Priority EVC 2Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 545.99
54151ECOM	Crown Castle Fiber, LLC	140363	E-Line Business Priority EVC 3Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 580.36
54151ECOM	Crown Castle Fiber, LLC	140364	E-Line Business Priority EVC 4Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 614.73
54151ECOM	Crown Castle Fiber, LLC	140365	E-Line Business Priority EVC 5Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 649.10
54151ECOM	Crown Castle Fiber, LLC	140366	E-Line Business Priority EVC 6Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 683.48
54151ECOM	Crown Castle Fiber, LLC	140367	E-Line Business Priority EVC 7Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 717.35
54151ECOM	Crown Castle Fiber, LLC	140368	E-Line Business Priority EVC 8Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 751.73
54151ECOM	Crown Castle Fiber, LLC	140369	E-Line Business Priority EVC 9Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 786.10
54151ECOM	Crown Castle Fiber, LLC	140310	E-Line Business Priority EVC 10Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 820.47
54151ECOM	Crown Castle Fiber, LLC	140532	E-Line Business Critical EVC 2Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 570.80
54151ECOM	Crown Castle Fiber, LLC	140533	E-Line Business Critical EVC 3Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 606.74
54151ECOM	Crown Castle Fiber, LLC	140534	E-Line Business Critical EVC 4Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 642.67
54151ECOM	Crown Castle Fiber, LLC	140535	E-Line Business Critical EVC 5Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 678.61

54151ECOM	Crown Castle Fiber, LLC	140536	E-Line Business Critical EVC 6Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 714.54
54151ECOM	Crown Castle Fiber, LLC	140537	E-Line Business Critical EVC 7Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 749.96
54151ECOM	Crown Castle Fiber, LLC	140538	E-Line Business Critical EVC 8Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 785.90
54151ECOM	Crown Castle Fiber, LLC	140539	E-Line Business Critical EVC 9Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 821.83
54151ECOM	Crown Castle Fiber, LLC	140510	E-Line Business Critical EVC 10Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 857.77
54151ECOM	Crown Castle Fiber, LLC	140702	E-Line Mission Critical EVC 2Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 620.44
54151ECOM	Crown Castle Fiber, LLC	140703	E-Line Mission Critical EVC 3Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 659.50
54151ECOM	Crown Castle Fiber, LLC	140704	E-Line Mission Critical EVC 4Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 698.56
54151ECOM	Crown Castle Fiber, LLC	140705	E-Line Mission Critical EVC 5Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 737.62
54151ECOM	Crown Castle Fiber, LLC	140706	E-Line Mission Critical EVC 6Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 776.68
54151ECOM	Crown Castle Fiber, LLC	140707	E-Line Mission Critical EVC 7Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 815.17
54151ECOM	Crown Castle Fiber, LLC	140708	E-Line Mission Critical EVC 8Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 854.23
54151ECOM	Crown Castle Fiber, LLC	140709	E-Line Mission Critical EVC 9Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 893.29
54151ECOM	Crown Castle Fiber, LLC	140710	E-Line Mission Critical EVC 10Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 932.35
54151ECOM	Crown Castle Fiber, LLC	15016	E-Line Install	60 Month Term	Monthly Recurring Cost	\$ -
54151ECOM	Crown Castle Fiber, LLC	140882	E-LAN Standard EVC 2Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 547.43
54151ECOM	Crown Castle Fiber, LLC	140883	E-LAN Standard EVC 3Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 566.73
54151ECOM	Crown Castle Fiber, LLC	140884	E-LAN Standard EVC 4Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 611.64
54151ECOM	Crown Castle Fiber, LLC	140885	E-LAN Standard EVC 5Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 656.54

54151ECOM	Crown Castle Fiber, LLC	140886	E-LAN Standard EVC 6Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 682.80
54151ECOM	Crown Castle Fiber, LLC	140887	E-LAN Standard EVC 7Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 716.64
54151ECOM	Crown Castle Fiber, LLC	140888	E-LAN Standard EVC 8Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 750.97
54151ECOM	Crown Castle Fiber, LLC	140889	E-LAN Standard EVC 9Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 785.31
54151ECOM	Crown Castle Fiber, LLC	140810	E-LAN Standard EVC 10Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 819.65
54151ECOM	Crown Castle Fiber, LLC	141052	E-LAN Business Priority EVC 2Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 602.17
54151ECOM	Crown Castle Fiber, LLC	141053	E-LAN Business Priority EVC 3Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 623.40
54151ECOM	Crown Castle Fiber, LLC	141054	E-LAN Business Priority EVC 4Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 672.80
54151ECOM	Crown Castle Fiber, LLC	141055	E-LAN Business Priority EVC 5Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 722.19
54151ECOM	Crown Castle Fiber, LLC	141056	E-LAN Business Priority EVC 6Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 751.07
54151ECOM	Crown Castle Fiber, LLC	141057	E-LAN Business Priority EVC 7Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 788.30
54151ECOM	Crown Castle Fiber, LLC	141058	E-LAN Business Priority EVC 8Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 826.07
54151ECOM	Crown Castle Fiber, LLC	141059	E-LAN Business Priority EVC 9Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 863.85
54151ECOM	Crown Castle Fiber, LLC	141010	E-LAN Business Priority EVC 10Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 901.62
54151ECOM	Crown Castle Fiber, LLC	141222	E-LAN Business Critical EVC 2Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 629.54
54151ECOM	Crown Castle Fiber, LLC	141223	E-LAN Business Critical EVC 3Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 651.74
54151ECOM	Crown Castle Fiber, LLC	141224	E-LAN Business Critical EVC 4Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 703.38
54151ECOM	Crown Castle Fiber, LLC	141225	E-LAN Business Critical EVC 5Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 755.02
54151ECOM	Crown Castle Fiber, LLC	141226	E-LAN Business Critical EVC 6Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 785.21

54151ECOM	Crown Castle Fiber, LLC	141227	E-LAN Business Critical EVC 7Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 824.13
54151ECOM	Crown Castle Fiber, LLC	141228	E-LAN Business Critical EVC 8Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 863.62
54151ECOM	Crown Castle Fiber, LLC	141229	E-LAN Business Critical EVC 9Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 903.11
54151ECOM	Crown Castle Fiber, LLC	141210	E-LAN Business Critical EVC 10Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 942.60
54151ECOM	Crown Castle Fiber, LLC	141392	E-LAN Mission Critical EVC 2Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 684.29
54151ECOM	Crown Castle Fiber, LLC	141393	E-LAN Mission Critical EVC 3Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 708.41
54151ECOM	Crown Castle Fiber, LLC	141394	E-LAN Mission Critical EVC 4Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 764.54
54151ECOM	Crown Castle Fiber, LLC	141395	E-LAN Mission Critical EVC 5Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 820.68
54151ECOM	Crown Castle Fiber, LLC	141396	E-LAN Mission Critical EVC 6Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 853.49
54151ECOM	Crown Castle Fiber, LLC	141397	E-LAN Mission Critical EVC 7Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 895.80
54151ECOM	Crown Castle Fiber, LLC	141398	E-LAN Mission Critical EVC 8Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 938.72
54151ECOM	Crown Castle Fiber, LLC	141399	E-LAN Mission Critical EVC 9Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 981.64
54151ECOM	Crown Castle Fiber, LLC	141410	E-LAN Mission Critical EVC 10Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,024.57
54151ECOM	Crown Castle Fiber, LLC	141562	E-LAN Standard EVC 2Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 498.16
54151ECOM	Crown Castle Fiber, LLC	141563	E-LAN Standard EVC 3Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 515.73
54151ECOM	Crown Castle Fiber, LLC	141564	E-LAN Standard EVC 4Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 556.59
54151ECOM	Crown Castle Fiber, LLC	141565	E-LAN Standard EVC 5Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 597.45
54151ECOM	Crown Castle Fiber, LLC	141566	E-LAN Standard EVC 6Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 621.34
54151ECOM	Crown Castle Fiber, LLC	141567	E-LAN Standard EVC 7Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 652.14

54151ECOM	Crown Castle Fiber, LLC	141568	E-LAN Standard EVC 8Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 683.39
54151ECOM	Crown Castle Fiber, LLC	141569	E-LAN Standard EVC 9Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 714.64
54151ECOM	Crown Castle Fiber, LLC	141510	E-LAN Standard EVC 10Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 745.88
54151ECOM	Crown Castle Fiber, LLC	141732	E-LAN Business Priority EVC 2Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 547.98
54151ECOM	Crown Castle Fiber, LLC	141733	E-LAN Business Priority EVC 3Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 567.30
54151ECOM	Crown Castle Fiber, LLC	141734	E-LAN Business Priority EVC 4Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 612.25
54151ECOM	Crown Castle Fiber, LLC	141735	E-LAN Business Priority EVC 5Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 657.20
54151ECOM	Crown Castle Fiber, LLC	141736	E-LAN Business Priority EVC 6Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 683.48
54151ECOM	Crown Castle Fiber, LLC	141737	E-LAN Business Priority EVC 7Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 717.35
54151ECOM	Crown Castle Fiber, LLC	141738	E-LAN Business Priority EVC 8Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 751.73
54151ECOM	Crown Castle Fiber, LLC	141739	E-LAN Business Priority EVC 9Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 786.10
54151ECOM	Crown Castle Fiber, LLC	141710	E-LAN Business Priority EVC 10Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 820.47
54151ECOM	Crown Castle Fiber, LLC	141902	E-LAN Business Critical EVC 2Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 572.89
54151ECOM	Crown Castle Fiber, LLC	141903	E-LAN Business Critical EVC 3Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 593.08
54151ECOM	Crown Castle Fiber, LLC	141904	E-LAN Business Critical EVC 4Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 640.08
54151ECOM	Crown Castle Fiber, LLC	141905	E-LAN Business Critical EVC 5Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 687.07
54151ECOM	Crown Castle Fiber, LLC	141906	E-LAN Business Critical EVC 6Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 714.54
54151ECOM	Crown Castle Fiber, LLC	141907	E-LAN Business Critical EVC 7Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 749.96
54151ECOM	Crown Castle Fiber, LLC	141908	E-LAN Business Critical EVC 8Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 785.90

54151ECOM	Crown Castle Fiber, LLC	141909	E-LAN Business Critical EVC 9Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 821.83
54151ECOM	Crown Castle Fiber, LLC	141910	E-LAN Business Critical EVC 10Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 857.77
54151ECOM	Crown Castle Fiber, LLC	142072	E-LAN Mission Critical EVC 2Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 622.70
54151ECOM	Crown Castle Fiber, LLC	142073	E-LAN Mission Critical EVC 3Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 644.66
54151ECOM	Crown Castle Fiber, LLC	142074	E-LAN Mission Critical EVC 4Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 695.74
54151ECOM	Crown Castle Fiber, LLC	142075	E-LAN Mission Critical EVC 5Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 746.81
54151ECOM	Crown Castle Fiber, LLC	142076	E-LAN Mission Critical EVC 6Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 776.68
54151ECOM	Crown Castle Fiber, LLC	142077	E-LAN Mission Critical EVC 7Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 815.17
54151ECOM	Crown Castle Fiber, LLC	142078	E-LAN Mission Critical EVC 8Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 854.23
54151ECOM	Crown Castle Fiber, LLC	142079	E-LAN Mission Critical EVC 9Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 893.29
54151ECOM	Crown Castle Fiber, LLC	142010	E-LAN Mission Critical EVC 10Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 932.35
54151ECOM	Crown Castle Fiber, LLC	15090	E-LAN Install	60 Month Term	Monthly Recurring Cost	\$ -
54151ECOM	Crown Castle Fiber, LLC	142252	EVPL Standard EVC 2Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 684.29
54151ECOM	Crown Castle Fiber, LLC	142253	EVPL Standard EVC 3Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 708.41
54151ECOM	Crown Castle Fiber, LLC	142254	EVPL Standard EVC 4Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 764.54
54151ECOM	Crown Castle Fiber, LLC	142255	EVPL Standard EVC 5Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 820.68
54151ECOM	Crown Castle Fiber, LLC	142256	EVPL Standard EVC 6Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 853.49
54151ECOM	Crown Castle Fiber, LLC	142257	EVPL Standard EVC 7Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 895.80
54151ECOM	Crown Castle Fiber, LLC	142258	EVPL Standard EVC 8Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 938.72

54151ECOM	Crown Castle Fiber, LLC	142259	EVPL Standard EVC 9Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 981.64
54151ECOM	Crown Castle Fiber, LLC	142210	EVPL Standard EVC 10Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,024.57
54151ECOM	Crown Castle Fiber, LLC	142422	EVPL Business Priority EVC 2Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 752.72
54151ECOM	Crown Castle Fiber, LLC	142423	EVPL Business Priority EVC 3Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 779.26
54151ECOM	Crown Castle Fiber, LLC	142424	EVPL Business Priority EVC 4Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 841.00
54151ECOM	Crown Castle Fiber, LLC	142425	EVPL Business Priority EVC 5Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 902.74
54151ECOM	Crown Castle Fiber, LLC	142426	EVPL Business Priority EVC 6Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 938.84
54151ECOM	Crown Castle Fiber, LLC	142427	EVPL Business Priority EVC 7Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 985.37
54151ECOM	Crown Castle Fiber, LLC	142428	EVPL Business Priority EVC 8Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,032.59
54151ECOM	Crown Castle Fiber, LLC	142429	EVPL Business Priority EVC 9Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,079.81
54151ECOM	Crown Castle Fiber, LLC	142410	EVPL Business Priority EVC 10Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,127.02
54151ECOM	Crown Castle Fiber, LLC	142592	EVPL Business Critical EVC 2Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 786.93
54151ECOM	Crown Castle Fiber, LLC	142593	EVPL Business Critical EVC 3Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 814.68
54151ECOM	Crown Castle Fiber, LLC	142594	EVPL Business Critical EVC 4Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 879.23
54151ECOM	Crown Castle Fiber, LLC	142595	EVPL Business Critical EVC 5Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 943.78
54151ECOM	Crown Castle Fiber, LLC	142596	EVPL Business Critical EVC 6Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 981.52
54151ECOM	Crown Castle Fiber, LLC	142597	EVPL Business Critical EVC 7Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,030.16
54151ECOM	Crown Castle Fiber, LLC	142598	EVPL Business Critical EVC 8Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,079.53
54151ECOM	Crown Castle Fiber, LLC	142599	EVPL Business Critical EVC 9Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,128.89

54151ECOM	Crown Castle Fiber, LLC	142610	EVPL Business Critical EVC 10Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,178.25
54151ECOM	Crown Castle Fiber, LLC	142762	EVPL Mission Critical EVC 2Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 855.36
54151ECOM	Crown Castle Fiber, LLC	142763	EVPL Mission Critical EVC 3Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 885.52
54151ECOM	Crown Castle Fiber, LLC	142764	EVPL Mission Critical EVC 4Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 955.68
54151ECOM	Crown Castle Fiber, LLC	142765	EVPL Mission Critical EVC 5Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,025.84
54151ECOM	Crown Castle Fiber, LLC	142766	EVPL Mission Critical EVC 6Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,066.87
54151ECOM	Crown Castle Fiber, LLC	142767	EVPL Mission Critical EVC 7Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,119.74
54151ECOM	Crown Castle Fiber, LLC	142768	EVPL Mission Critical EVC 8Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,173.40
54151ECOM	Crown Castle Fiber, LLC	142769	EVPL Mission Critical EVC 9Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,227.05
54151ECOM	Crown Castle Fiber, LLC	142710	EVPL Mission Critical EVC 10Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,280.71
54151ECOM	Crown Castle Fiber, LLC	142932	EVPL Standard EVC 2Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 622.70
54151ECOM	Crown Castle Fiber, LLC	142933	EVPL Standard EVC 3Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 644.66
54151ECOM	Crown Castle Fiber, LLC	142934	EVPL Standard EVC 4Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 695.74
54151ECOM	Crown Castle Fiber, LLC	142935	EVPL Standard EVC 5Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 746.81
54151ECOM	Crown Castle Fiber, LLC	142936	EVPL Standard EVC 6Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 776.68
54151ECOM	Crown Castle Fiber, LLC	142937	EVPL Standard EVC 7Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 815.17
54151ECOM	Crown Castle Fiber, LLC	142938	EVPL Standard EVC 8Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 854.23
54151ECOM	Crown Castle Fiber, LLC	142939	EVPL Standard EVC 9Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 893.29
54151ECOM	Crown Castle Fiber, LLC	142910	EVPL Standard EVC 10Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 932.35

54151ECOM	Crown Castle Fiber, LLC	143102	EVPL Business Priority EVC 2Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 684.97
54151ECOM	Crown Castle Fiber, LLC	143103	EVPL Business Priority EVC 3Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 709.12
54151ECOM	Crown Castle Fiber, LLC	143104	EVPL Business Priority EVC 4Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 765.31
54151ECOM	Crown Castle Fiber, LLC	143105	EVPL Business Priority EVC 5Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 821.50
54151ECOM	Crown Castle Fiber, LLC	143106	EVPL Business Priority EVC 6Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 854.35
54151ECOM	Crown Castle Fiber, LLC	143107	EVPL Business Priority EVC 7Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 896.69
54151ECOM	Crown Castle Fiber, LLC	143108	EVPL Business Priority EVC 8Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 939.66
54151ECOM	Crown Castle Fiber, LLC	143109	EVPL Business Priority EVC 9Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 982.62
54151ECOM	Crown Castle Fiber, LLC	143110	EVPL Business Priority EVC 10Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 1,025.59
54151ECOM	Crown Castle Fiber, LLC	143272	EVPL Business Critical EVC 2Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 716.11
54151ECOM	Crown Castle Fiber, LLC	143273	EVPL Business Critical EVC 3Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 741.35
54151ECOM	Crown Castle Fiber, LLC	143274	EVPL Business Critical EVC 4Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 800.10
54151ECOM	Crown Castle Fiber, LLC	143275	EVPL Business Critical EVC 5Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 858.84
54151ECOM	Crown Castle Fiber, LLC	143276	EVPL Business Critical EVC 6Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 893.18
54151ECOM	Crown Castle Fiber, LLC	143277	EVPL Business Critical EVC 7Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 937.45
54151ECOM	Crown Castle Fiber, LLC	143278	EVPL Business Critical EVC 8Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 982.37
54151ECOM	Crown Castle Fiber, LLC	143279	EVPL Business Critical EVC 9Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 1,027.29
54151ECOM	Crown Castle Fiber, LLC	143210	EVPL Business Critical EVC 10Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 1,072.21
54151ECOM	Crown Castle Fiber, LLC	143442	EVPL Mission Critical EVC 2Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 778.38

54151ECOM	Crown Castle Fiber, LLC	143443	EVPL Mission Critical EVC 3Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 805.82
54151ECOM	Crown Castle Fiber, LLC	143444	EVPL Mission Critical EVC 4Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 869.67
54151ECOM	Crown Castle Fiber, LLC	143445	EVPL Mission Critical EVC 5Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 933.52
54151ECOM	Crown Castle Fiber, LLC	143446	EVPL Mission Critical EVC 6Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 970.85
54151ECOM	Crown Castle Fiber, LLC	143447	EVPL Mission Critical EVC 7Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 1,018.97
54151ECOM	Crown Castle Fiber, LLC	143448	EVPL Mission Critical EVC 8Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 1,067.79
54151ECOM	Crown Castle Fiber, LLC	143449	EVPL Mission Critical EVC 9Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 1,116.62
54151ECOM	Crown Castle Fiber, LLC	143410	EVPL Mission Critical EVC 10Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 1,165.44
54151ECOM	Crown Castle Fiber, LLC	15164	EVPL Install	60 Month Term	Monthly Recurring Cost	\$ -
54151ECOM	Crown Castle Fiber, LLC	170312	Dedicated Internet Access 2Gbps	12 Month Term	Monthly Recurring Charge	\$ 1,701.46
54151ECOM	Crown Castle Fiber, LLC	170313	Dedicated Internet Access 3Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,207.12
54151ECOM	Crown Castle Fiber, LLC	170314	Dedicated Internet Access 4Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,545.14
54151ECOM	Crown Castle Fiber, LLC	170315	Dedicated Internet Access 5Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,751.94
54151ECOM	Crown Castle Fiber, LLC	170316	Dedicated Internet Access 6Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,890.60
54151ECOM	Crown Castle Fiber, LLC	170317	Dedicated Internet Access 7Gbps	12 Month Term	Monthly Recurring Charge	\$ 3,015.94
54151ECOM	Crown Castle Fiber, LLC	170318	Dedicated Internet Access 8Gbps	12 Month Term	Monthly Recurring Charge	\$ 3,133.44
54151ECOM	Crown Castle Fiber, LLC	170319	Dedicated Internet Access 9Gbps	12 Month Term	Monthly Recurring Charge	\$ 3,243.11
54151ECOM	Crown Castle Fiber, LLC	170310	Dedicated Internet Access 10Gbps	12 Month Term	Monthly Recurring Charge	\$ 3,407.62
54151ECOM	Crown Castle Fiber, LLC	17003	Dedicated Internet Access Install	12 Month Term	Installation/ NRC	\$ 500.00
54151ECOM	Crown Castle Fiber, LLC	170552	Internet Access 2Gbps	12 Month Term	Monthly Recurring Charge	\$ 1,598.87

54151ECOM	Crown Castle Fiber, LLC	170553	Internet Access 3Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,103.25
54151ECOM	Crown Castle Fiber, LLC	170554	Internet Access 4Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,459.05
54151ECOM	Crown Castle Fiber, LLC	170555	Internet Access 5Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,658.86
54151ECOM	Crown Castle Fiber, LLC	170556	Internet Access 6Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,792.83
54151ECOM	Crown Castle Fiber, LLC	170557	Internet Access 7Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,913.93
54151ECOM	Crown Castle Fiber, LLC	170558	Internet Access 8Gbps	12 Month Term	Monthly Recurring Charge	\$ 3,027.46
54151ECOM	Crown Castle Fiber, LLC	170559	Internet Access 9Gbps	12 Month Term	Monthly Recurring Charge	\$ 3,133.42
54151ECOM	Crown Castle Fiber, LLC	170510	Internet Access 10Gbps	12 Month Term	Monthly Recurring Charge	\$ 3,292.36
54151ECOM	Crown Castle Fiber, LLC	17003	Internet Access Install	12 Month Term	Monthly Recurring Charge	\$ 1,000.00
54151ECOM	Crown Castle Fiber, LLC	170872	Dedicated Internet Access 2Gbps	36 Month Term	Installation/ NRC	\$ 1,531.31
54151ECOM	Crown Castle Fiber, LLC	170873	Dedicated Internet Access 3Gbps	36 Month Term	Monthly Recurring Charge	\$ 1,986.41
54151ECOM	Crown Castle Fiber, LLC	170874	Dedicated Internet Access 4Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,290.62
54151ECOM	Crown Castle Fiber, LLC	170875	Dedicated Internet Access 5Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,476.75
54151ECOM	Crown Castle Fiber, LLC	170876	Dedicated Internet Access 6Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,601.54
54151ECOM	Crown Castle Fiber, LLC	170877	Dedicated Internet Access 7Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,714.34
54151ECOM	Crown Castle Fiber, LLC	170878	Dedicated Internet Access 8Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,820.10
54151ECOM	Crown Castle Fiber, LLC	170879	Dedicated Internet Access 9Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,918.80
54151ECOM	Crown Castle Fiber, LLC	170810	Dedicated Internet Access 10Gbps	36 Month Term	Monthly Recurring Charge	\$ 3,066.85
54151ECOM	Crown Castle Fiber, LLC	171112	Internet Access 2Gbps	36 Month Term	Monthly Recurring Charge	\$ 1,438.98
54151ECOM	Crown Castle Fiber, LLC	171113	Internet Access 3Gbps	36 Month Term	Monthly Recurring Charge	\$ 1,892.93

54151ECOM	Crown Castle Fiber, LLC	171114	Internet Access 4Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,213.15
54151ECOM	Crown Castle Fiber, LLC	171115	Internet Access 5Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,392.98
54151ECOM	Crown Castle Fiber, LLC	171116	Internet Access 6Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,513.55
54151ECOM	Crown Castle Fiber, LLC	171117	Internet Access 7Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,622.53
54151ECOM	Crown Castle Fiber, LLC	171118	Internet Access 8Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,724.71
54151ECOM	Crown Castle Fiber, LLC	171119	Internet Access 9Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,820.08
54151ECOM	Crown Castle Fiber, LLC	171110	Internet Access 10Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,963.12
54151ECOM	Crown Castle Fiber, LLC	171432	Dedicated Internet Access 2Gbps	60 Month Term	Monthly Recurring Charge	\$ 1,378.18
54151ECOM	Crown Castle Fiber, LLC	171433	Dedicated Internet Access 3Gbps	60 Month Term	Monthly Recurring Charge	\$ 1,787.76
54151ECOM	Crown Castle Fiber, LLC	171434	Dedicated Internet Access 4Gbps	60 Month Term	Installation/ NRC	\$ 2,061.56
54151ECOM	Crown Castle Fiber, LLC	171435	Dedicated Internet Access 5Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,229.07
54151ECOM	Crown Castle Fiber, LLC	171436	Dedicated Internet Access 6Gbps	60 Month Term	Hour	\$ 2,341.38
54151ECOM	Crown Castle Fiber, LLC	171437	Dedicated Internet Access 7Gbps	60 Month Term	Hour	\$ 2,442.91
54151ECOM	Crown Castle Fiber, LLC	171438	Dedicated Internet Access 8Gbps	60 Month Term	Hour	\$ 2,538.09
54151ECOM	Crown Castle Fiber, LLC	171439	Dedicated Internet Access 9Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,626.92
54151ECOM	Crown Castle Fiber, LLC	171410	Dedicated Internet Access 10Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,760.17
54151ECOM	Crown Castle Fiber, LLC	171672	Internet Access 2Gbps	60 Month Term	Monthly Recurring Charge	\$ 1,295.08
54151ECOM	Crown Castle Fiber, LLC	171673	Internet Access 3Gbps	60 Month Term	Monthly Recurring Charge	\$ 1,703.63
54151ECOM	Crown Castle Fiber, LLC	171674	Internet Access 4Gbps	60 Month Term	Monthly Recurring Charge	\$ 1,991.83
54151ECOM	Crown Castle Fiber, LLC	171675	Internet Access 5Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,153.68
54151ECOM	Crown Castle Fiber, LLC	171676	Internet Access 6Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,262.19

54151ECOM	Crown Castle Fiber, LLC	171677	Internet Access 7Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,360.28
54151ECOM	Crown Castle Fiber, LLC	171678	Internet Access 8Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,452.24
54151ECOM	Crown Castle Fiber, LLC	171679	Internet Access 9Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,538.07
54151ECOM	Crown Castle Fiber, LLC	171610	Internet Access 10Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,666.81
54151ECOM	Crown Castle Fiber, LLC	17012-DD	DDoS Defense 10mbps	12 Month Term	Monthly Recurring Charge	\$ 289.81
54151ECOM	Crown Castle Fiber, LLC	17013-DD	DDoS Defense 20Mbps	12 Month Term	Monthly Recurring Charge	\$ 291.50
54151ECOM	Crown Castle Fiber, LLC	17014-DD	DDoS Defense 30Mbps	12 Month Term	Monthly Recurring Charge	\$ 293.03
54151ECOM	Crown Castle Fiber, LLC	17015-DD	DDoS Defense 40Mbps	12 Month Term	Monthly Recurring Charge	\$ 294.21
54151ECOM	Crown Castle Fiber, LLC	17016-DD	DDoS Defense 50Mbps	12 Month Term	Monthly Recurring Charge	\$ 296.58
54151ECOM	Crown Castle Fiber, LLC	17017-DD	DDoS Defense 60Mbps	12 Month Term	Monthly Recurring Charge	\$ 301.67
54151ECOM	Crown Castle Fiber, LLC	17018-DD	DDoS Defense 70Mbps	12 Month Term	Monthly Recurring Charge	\$ 321.01
54151ECOM	Crown Castle Fiber, LLC	17019-DD	DDoS Defense 80Mbps	12 Month Term	Monthly Recurring Charge	\$ 334.34
54151ECOM	Crown Castle Fiber, LLC	17020-DD	DDoS Defense 90Mbps	12 Month Term	Monthly Recurring Charge	\$ 345.60
54151ECOM	Crown Castle Fiber, LLC	17021-DD	DDoS Defense 100Mbps	12 Month Term	Monthly Recurring Charge	\$ 364.04
54151ECOM	Crown Castle Fiber, LLC	17022-DD	DDoS Defense 150Mbps	12 Month Term	Monthly Recurring Charge	\$ 436.40
54151ECOM	Crown Castle Fiber, LLC	17023-DD	DDoS Defense 200Mbps	12 Month Term	Monthly Recurring Charge	\$ 444.03
54151ECOM	Crown Castle Fiber, LLC	17024-DD	DDoS Defense 300Mbps	12 Month Term	Monthly Recurring Charge	\$ 525.38
54151ECOM	Crown Castle Fiber, LLC	17025-DD	DDoS Defense 400Mbps	12 Month Term	Monthly Recurring Charge	\$ 576.22
54151ECOM	Crown Castle Fiber, LLC	17026-DD	DDoS Defense 500Mbps	12 Month Term	Monthly Recurring Charge	\$ 610.12

54151ECOM	Crown Castle Fiber, LLC	17027-DD	DDoS Defense 600Mbps	12 Month Term	Monthly Recurring Charge	\$ 665.86
54151ECOM	Crown Castle Fiber, LLC	17028-DD	DDoS Defense 700Mbps	12 Month Term	Monthly Recurring Charge	\$ 723.10
54151ECOM	Crown Castle Fiber, LLC	17029-DD	DDoS Defense 800Mbps	12 Month Term	Monthly Recurring Charge	\$ 801.44
54151ECOM	Crown Castle Fiber, LLC	17030-DD	DDoS Defense 900Mbps	12 Month Term	Monthly Recurring Charge	\$ 899.96
54151ECOM	Crown Castle Fiber, LLC	17031-DD	DDoS Defense 1000Mbps	12 Month Term	Monthly Recurring Charge	\$ 983.42
54151ECOM	Crown Castle Fiber, LLC	170312-DD	DDoS Defense 2Gbps	12 Month Term	Monthly Recurring Charge	\$ 1,701.46
54151ECOM	Crown Castle Fiber, LLC	170313-DD	DDoS Defense 3Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,207.12
54151ECOM	Crown Castle Fiber, LLC	170314-DD	DDoS Defense 4Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,545.14
54151ECOM	Crown Castle Fiber, LLC	170315-DD	DDoS Defense 5Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,751.94
54151ECOM	Crown Castle Fiber, LLC	170316-DD	DDoS Defense 6Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,890.60
54151ECOM	Crown Castle Fiber, LLC	170317-DD	DDoS Defense 7Gbps	12 Month Term	Monthly Recurring Charge	\$ 3,015.94
54151ECOM	Crown Castle Fiber, LLC	170318-DD	DDoS Defense 8Gbps	12 Month Term	Monthly Recurring Charge	\$ 3,133.44
54151ECOM	Crown Castle Fiber, LLC	170319-DD	DDoS Defense 9Gbps	12 Month Term	Monthly Recurring Charge	\$ 3,243.11
54151ECOM	Crown Castle Fiber, LLC	170310-DD	DDoS Defense 10Gbps	12 Month Term	Monthly Recurring Charge	\$ 3,407.62
54151ECOM	Crown Castle Fiber, LLC	170030-DD	DDoS Defense Install	12 Month Term	Monthly Recurring Charge	\$ 500.00
54151ECOM	Crown Castle Fiber, LLC	17068-DD	DDoS Defense 10mbps	36 Month Term	Monthly Recurring Charge	\$ 260.82
54151ECOM	Crown Castle Fiber, LLC	17069-DD	DDoS Defense 20Mbps	36 Month Term	Monthly Recurring Charge	\$ 262.35
54151ECOM	Crown Castle Fiber, LLC	17070-DD	DDoS Defense 30Mbps	36 Month Term	Monthly Recurring Charge	\$ 263.72
54151ECOM	Crown Castle Fiber, LLC	17071-DD	DDoS Defense 40Mbps	36 Month Term	Monthly Recurring Charge	\$ 264.79

54151ECOM	Crown Castle Fiber, LLC	17072-DD	DDoS Defense 50Mbps	36 Month Term	Monthly Recurring Charge	\$ 266.93
54151ECOM	Crown Castle Fiber, LLC	17073-DD	DDoS Defense 60Mbps	36 Month Term	Monthly Recurring Charge	\$ 271.50
54151ECOM	Crown Castle Fiber, LLC	17074-DD	DDoS Defense 70Mbps	36 Month Term	Monthly Recurring Charge	\$ 288.91
54151ECOM	Crown Castle Fiber, LLC	17075-DD	DDoS Defense 80Mbps	36 Month Term	Monthly Recurring Charge	\$ 300.91
54151ECOM	Crown Castle Fiber, LLC	17076-DD	DDoS Defense 90Mbps	36 Month Term	Monthly Recurring Charge	\$ 311.04
54151ECOM	Crown Castle Fiber, LLC	17077-DD	DDoS Defense 100Mbps	36 Month Term	Monthly Recurring Charge	\$ 327.63
54151ECOM	Crown Castle Fiber, LLC	17078-DD	DDoS Defense 150Mbps	36 Month Term	Monthly Recurring Charge	\$ 392.76
54151ECOM	Crown Castle Fiber, LLC	17079-DD	DDoS Defense 200Mbps	36 Month Term	Monthly Recurring Charge	\$ 399.63
54151ECOM	Crown Castle Fiber, LLC	17080-DD	DDoS Defense 300Mbps	36 Month Term	Monthly Recurring Charge	\$ 472.84
54151ECOM	Crown Castle Fiber, LLC	17081-DD	DDoS Defense 400Mbps	36 Month Term	Monthly Recurring Charge	\$ 518.60
54151ECOM	Crown Castle Fiber, LLC	17082-DD	DDoS Defense 500Mbps	36 Month Term	Monthly Recurring Charge	\$ 549.11
54151ECOM	Crown Castle Fiber, LLC	17083-DD	DDoS Defense 600Mbps	36 Month Term	Monthly Recurring Charge	\$ 599.27
54151ECOM	Crown Castle Fiber, LLC	17084-DD	DDoS Defense 700Mbps	36 Month Term	Monthly Recurring Charge	\$ 650.79
54151ECOM	Crown Castle Fiber, LLC	17085-DD	DDoS Defense 800Mbps	36 Month Term	Monthly Recurring Charge	\$ 721.29
54151ECOM	Crown Castle Fiber, LLC	17086-DD	DDoS Defense 900Mbps	36 Month Term	Monthly Recurring Charge	\$ 809.96
54151ECOM	Crown Castle Fiber, LLC	17087-DD	DDoS Defense 1000Mbps	36 Month Term	Monthly Recurring Charge	\$ 885.08
54151ECOM	Crown Castle Fiber, LLC	170872-DD	DDoS Defense 2Gbps	36 Month Term	Monthly Recurring Charge	\$ 1,531.31
54151ECOM	Crown Castle Fiber, LLC	170873-DD	DDoS Defense 3Gbps	36 Month Term	Monthly Recurring Charge	\$ 1,986.41
54151ECOM	Crown Castle Fiber, LLC	170874-DD	DDoS Defense 4Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,290.62

54151ECOM	Crown Castle Fiber, LLC	170875-DD	DDoS Defense 5Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,476.75
54151ECOM	Crown Castle Fiber, LLC	170876-DD	DDoS Defense 6Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,601.54
54151ECOM	Crown Castle Fiber, LLC	170877-DD	DDoS Defense 7Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,714.34
54151ECOM	Crown Castle Fiber, LLC	170878-DD	DDoS Defense 8Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,820.10
54151ECOM	Crown Castle Fiber, LLC	170879-DD	DDoS Defense 9Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,918.80
54151ECOM	Crown Castle Fiber, LLC	170810-DD	DDoS Defense 10Gbps	36 Month Term	Monthly Recurring Charge	\$ 3,066.85
54151ECOM	Crown Castle Fiber, LLC	17124-DD	DDoS Defense 10mbps	60 Month Term	Monthly Recurring Charge	\$ 234.74
54151ECOM	Crown Castle Fiber, LLC	17125-DD	DDoS Defense 20Mbps	60 Month Term	Monthly Recurring Charge	\$ 236.12
54151ECOM	Crown Castle Fiber, LLC	17126-DD	DDoS Defense 30Mbps	60 Month Term	Monthly Recurring Charge	\$ 237.35
54151ECOM	Crown Castle Fiber, LLC	17127-DD	DDoS Defense 40Mbps	60 Month Term	Monthly Recurring Charge	\$ 238.31
54151ECOM	Crown Castle Fiber, LLC	17128-DD	DDoS Defense 50Mbps	60 Month Term	Monthly Recurring Charge	\$ 240.23
54151ECOM	Crown Castle Fiber, LLC	17129-DD	DDoS Defense 60Mbps	60 Month Term	Monthly Recurring Charge	\$ 244.35
54151ECOM	Crown Castle Fiber, LLC	17130-DD	DDoS Defense 70Mbps	60 Month Term	Monthly Recurring Charge	\$ 260.02
54151ECOM	Crown Castle Fiber, LLC	17131-DD	DDoS Defense 80Mbps	60 Month Term	Monthly Recurring Charge	\$ 270.82
54151ECOM	Crown Castle Fiber, LLC	17132-DD	DDoS Defense 90Mbps	60 Month Term	Monthly Recurring Charge	\$ 279.93
54151ECOM	Crown Castle Fiber, LLC	17133-DD	DDoS Defense 100Mbps	60 Month Term	Monthly Recurring Charge	\$ 294.87
54151ECOM	Crown Castle Fiber, LLC	17134-DD	DDoS Defense 150Mbps	60 Month Term	Monthly Recurring Charge	\$ 353.49
54151ECOM	Crown Castle Fiber, LLC	17135-DD	DDoS Defense 200Mbps	60 Month Term	Monthly Recurring Charge	\$ 359.66
54151ECOM	Crown Castle Fiber, LLC	17136-DD	DDoS Defense 300Mbps	60 Month Term	Monthly Recurring Charge	\$ 425.56

54151ECOM	Crown Castle Fiber, LLC	17137-DD	DDoS Defense 400Mbps	60 Month Term	Monthly Recurring Charge	\$ 466.74
54151ECOM	Crown Castle Fiber, LLC	17138-DD	DDoS Defense 500Mbps	60 Month Term	Monthly Recurring Charge	\$ 494.19
54151ECOM	Crown Castle Fiber, LLC	17139-DD	DDoS Defense 600Mbps	60 Month Term	Monthly Recurring Charge	\$ 539.34
54151ECOM	Crown Castle Fiber, LLC	17140-DD	DDoS Defense 700Mbps	60 Month Term	Monthly Recurring Charge	\$ 585.71
54151ECOM	Crown Castle Fiber, LLC	17141-DD	DDoS Defense 800Mbps	60 Month Term	Monthly Recurring Charge	\$ 649.16
54151ECOM	Crown Castle Fiber, LLC	17142-DD	DDoS Defense 900Mbps	60 Month Term	Monthly Recurring Charge	\$ 728.97
54151ECOM	Crown Castle Fiber, LLC	17143-DD	DDoS Defense 1000Mbps	60 Month Term	Monthly Recurring Charge	\$ 796.57
54151ECOM	Crown Castle Fiber, LLC	171432-DD	DDoS Defense 2Gbps	60 Month Term	Monthly Recurring Charge	\$ 1,378.18
54151ECOM	Crown Castle Fiber, LLC	171433-DD	DDoS Defense 3Gbps	60 Month Term	Monthly Recurring Charge	\$ 1,787.76
54151ECOM	Crown Castle Fiber, LLC	171434-DD	DDoS Defense 4Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,061.56
54151ECOM	Crown Castle Fiber, LLC	171435-DD	DDoS Defense 5Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,229.07
54151ECOM	Crown Castle Fiber, LLC	171436-DD	DDoS Defense 6Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,341.38
54151ECOM	Crown Castle Fiber, LLC	171437-DD	DDoS Defense 7Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,442.91
54151ECOM	Crown Castle Fiber, LLC	171438-DD	DDoS Defense 8Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,538.09
54151ECOM	Crown Castle Fiber, LLC	171439-DD	DDoS Defense 9Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,626.92
54151ECOM	Crown Castle Fiber, LLC	171410-DD	DDoS Defense 10Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,760.17
54151ECOM	Crown Castle Fiber, LLC	18012-SD	Managed SD-WAN Basic 10Mbps	12 Month Term	Monthly Recurring Charge	\$ 223.20
54151ECOM	Crown Castle Fiber, LLC	18013-SD	Managed SD-WAN Basic 20Mbps	12 Month Term	Monthly Recurring Charge	\$ 228.60
54151ECOM	Crown Castle Fiber, LLC	18014-SD	Managed SD-WAN Basic 30Mbps	12 Month Term	Monthly Recurring Charge	\$ 255.60

54151ECOM	Crown Castle Fiber, LLC	18015-SD	Managed SD-WAN Basic 40Mbps	12 Month Term	Monthly Recurring Charge	\$ 261.00
54151ECOM	Crown Castle Fiber, LLC	18016-SD	Managed SD-WAN Basic 50Mbps	12 Month Term	Monthly Recurring Charge	\$ 272.70
54151ECOM	Crown Castle Fiber, LLC	18017-SD	Managed SD-WAN Basic 60Mbps	12 Month Term	Monthly Recurring Charge	\$ 278.10
54151ECOM	Crown Castle Fiber, LLC	18018-SD	Managed SD-WAN Basic 70Mbps	12 Month Term	Monthly Recurring Charge	\$ 283.50
54151ECOM	Crown Castle Fiber, LLC	18019-SD	Managed SD-WAN Basic 80Mbps	12 Month Term	Monthly Recurring Charge	\$ 288.90
54151ECOM	Crown Castle Fiber, LLC	18020-SD	Managed SD-WAN Basic 90Mbps	12 Month Term	Monthly Recurring Charge	\$ 294.30
54151ECOM	Crown Castle Fiber, LLC	18021-SD	Managed SD-WAN Basic 100Mbps	12 Month Term	Monthly Recurring Charge	\$ 315.90
54151ECOM	Crown Castle Fiber, LLC	18022-SD	Managed SD-WAN Basic 150Mbps	12 Month Term	Monthly Recurring Charge	\$ 512.10
54151ECOM	Crown Castle Fiber, LLC	18023-SD	Managed SD-WAN Basic 200Mbps	12 Month Term	Monthly Recurring Charge	\$ 522.90
54151ECOM	Crown Castle Fiber, LLC	18024-SD	Managed SD-WAN Basic 300Mbps	12 Month Term	Monthly Recurring Charge	\$ 549.90
54151ECOM	Crown Castle Fiber, LLC	18025-SD	Managed SD-WAN Basic 400Mbps	12 Month Term	Monthly Recurring Charge	\$ 576.90
54151ECOM	Crown Castle Fiber, LLC	18026-SD	Managed SD-WAN Basic 500Mbps	12 Month Term	Monthly Recurring Charge	\$ 610.20
54151ECOM	Crown Castle Fiber, LLC	18027-SD	Managed SD-WAN Basic 600Mbps	12 Month Term	Monthly Recurring Charge	\$ 680.40
54151ECOM	Crown Castle Fiber, LLC	18028-SD	Managed SD-WAN Basic 700Mbps	12 Month Term	Monthly Recurring Charge	\$ 735.30
54151ECOM	Crown Castle Fiber, LLC	18029-SD	Managed SD-WAN Basic 800Mbps	12 Month Term	Monthly Recurring Charge	\$ 762.30
54151ECOM	Crown Castle Fiber, LLC	18030-SD	Managed SD-WAN Basic 900Mbps	12 Month Term	Monthly Recurring Charge	\$ 789.30
54151ECOM	Crown Castle Fiber, LLC	18031-SD	Managed SD-WAN Basic 1Gbps	12 Month Term	Monthly Recurring Charge	\$ 898.20
54151ECOM	Crown Castle Fiber, LLC	18032-SD	Managed SD-WAN Basic 2Gbps	12 Month Term	Monthly Recurring Charge	\$ 1,906.20
54151ECOM	Crown Castle Fiber, LLC	18033-SD	Managed SD-WAN Basic 3Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,069.10

54151ECOM	Crown Castle Fiber, LLC	18034-SD	Managed SD-WAN Basic 4Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,286.90
54151ECOM	Crown Castle Fiber, LLC	18035-SD	Managed SD-WAN Basic 5Gbps	12 Month Term	Monthly Recurring Charge	\$ 2,613.60
54151ECOM	Crown Castle Fiber, LLC	18036-SD	Managed SD-WAN Basic 6Gbps	12 Month Term	Monthly Recurring Charge	\$ 3,866.40
54151ECOM	Crown Castle Fiber, LLC	18037-SD	Managed SD-WAN Basic 7Gbps	12 Month Term	Monthly Recurring Charge	\$ 3,975.30
54151ECOM	Crown Castle Fiber, LLC	18038-SD	Managed SD-WAN Basic 8Gbps	12 Month Term	Monthly Recurring Charge	\$ 4,084.20
54151ECOM	Crown Castle Fiber, LLC	18039-SD	Managed SD-WAN Basic 9Gbps	12 Month Term	Monthly Recurring Charge	\$ 4,193.10
54151ECOM	Crown Castle Fiber, LLC	180310-SD	Managed SD-WAN Basic 10Gbps	12 Month Term	Monthly Recurring Charge	\$ 4,302.00
54151ECOM	Crown Castle Fiber, LLC	18000-SD	Managed SD-WAN Basic Install	12 Month Term	Monthly Recurring Charge	\$ 500.00
54151ECOM	Crown Castle Fiber, LLC	180310-SD	Managed SD-WAN Basic 10Mbps	36 Month Term	Monthly Recurring Charge	\$ 200.70
54151ECOM	Crown Castle Fiber, LLC	180311-SD	Managed SD-WAN Basic 20Mbps	36 Month Term	Monthly Recurring Charge	\$ 206.10
54151ECOM	Crown Castle Fiber, LLC	180312-SD	Managed SD-WAN Basic 30Mbps	36 Month Term	Monthly Recurring Charge	\$ 229.50
54151ECOM	Crown Castle Fiber, LLC	180313-SD	Managed SD-WAN Basic 40Mbps	36 Month Term	Monthly Recurring Charge	\$ 234.90
54151ECOM	Crown Castle Fiber, LLC	180314-SD	Managed SD-WAN Basic 50Mbps	36 Month Term	Monthly Recurring Charge	\$ 244.80
54151ECOM	Crown Castle Fiber, LLC	180315-SD	Managed SD-WAN Basic 60Mbps	36 Month Term	Monthly Recurring Charge	\$ 250.20
54151ECOM	Crown Castle Fiber, LLC	180316-SD	Managed SD-WAN Basic 70Mbps	36 Month Term	Monthly Recurring Charge	\$ 254.70
54151ECOM	Crown Castle Fiber, LLC	180317-SD	Managed SD-WAN Basic 80Mbps	36 Month Term	Monthly Recurring Charge	\$ 260.10
54151ECOM	Crown Castle Fiber, LLC	180318-SD	Managed SD-WAN Basic 90Mbps	36 Month Term	Monthly Recurring Charge	\$ 264.60
54151ECOM	Crown Castle Fiber, LLC	180319-SD	Managed SD-WAN Basic 100Mbps	36 Month Term	Monthly Recurring Charge	\$ 284.40
54151ECOM	Crown Castle Fiber, LLC	180320-SD	Managed SD-WAN Basic 150Mbps	36 Month Term	Monthly Recurring Charge	\$ 460.80

54151ECOM	Crown Castle Fiber, LLC	180321-SD	Managed SD-WAN Basic 200Mbps	36 Month Term	Monthly Recurring Charge	\$ 470.70
54151ECOM	Crown Castle Fiber, LLC	180322-SD	Managed SD-WAN Basic 300Mbps	36 Month Term	Monthly Recurring Charge	\$ 495.00
54151ECOM	Crown Castle Fiber, LLC	180323-SD	Managed SD-WAN Basic 400Mbps	36 Month Term	Monthly Recurring Charge	\$ 519.30
54151ECOM	Crown Castle Fiber, LLC	180324-SD	Managed SD-WAN Basic 500Mbps	36 Month Term	Monthly Recurring Charge	\$ 549.00
54151ECOM	Crown Castle Fiber, LLC	180325-SD	Managed SD-WAN Basic 600Mbps	36 Month Term	Monthly Recurring Charge	\$ 612.90
54151ECOM	Crown Castle Fiber, LLC	180326-SD	Managed SD-WAN Basic 700Mbps	36 Month Term	Monthly Recurring Charge	\$ 661.50
54151ECOM	Crown Castle Fiber, LLC	180327-SD	Managed SD-WAN Basic 800Mbps	36 Month Term	Monthly Recurring Charge	\$ 685.80
54151ECOM	Crown Castle Fiber, LLC	180328-SD	Managed SD-WAN Basic 900Mbps	36 Month Term	Monthly Recurring Charge	\$ 711.00
54151ECOM	Crown Castle Fiber, LLC	180329-SD	Managed SD-WAN Basic 1Gbps	36 Month Term	Monthly Recurring Charge	\$ 808.20
54151ECOM	Crown Castle Fiber, LLC	180330-SD	Managed SD-WAN Basic 2Gbps	36 Month Term	Monthly Recurring Charge	\$ 1,715.40
54151ECOM	Crown Castle Fiber, LLC	180331-SD	Managed SD-WAN Basic 3Gbps	36 Month Term	Monthly Recurring Charge	\$ 1,862.10
54151ECOM	Crown Castle Fiber, LLC	180332-SD	Managed SD-WAN Basic 4Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,058.30
54151ECOM	Crown Castle Fiber, LLC	180333-SD	Managed SD-WAN Basic 5Gbps	36 Month Term	Monthly Recurring Charge	\$ 2,352.60
54151ECOM	Crown Castle Fiber, LLC	180334-SD	Managed SD-WAN Basic 6Gbps	36 Month Term	Monthly Recurring Charge	\$ 3,479.40
54151ECOM	Crown Castle Fiber, LLC	180335-SD	Managed SD-WAN Basic 7Gbps	36 Month Term	Monthly Recurring Charge	\$ 3,577.50
54151ECOM	Crown Castle Fiber, LLC	180336-SD	Managed SD-WAN Basic 8Gbps	36 Month Term	Monthly Recurring Charge	\$ 3,675.60
54151ECOM	Crown Castle Fiber, LLC	180337-SD	Managed SD-WAN Basic 9Gbps	36 Month Term	Monthly Recurring Charge	\$ 3,773.70
54151ECOM	Crown Castle Fiber, LLC	180338-SD	Managed SD-WAN Basic 10Gbps	36 Month Term	Monthly Recurring Charge	\$ 3,871.80
54151ECOM	Crown Castle Fiber, LLC	180339-SD	Managed SD-WAN Basic 10Mbps	60 Month Term	Monthly Recurring Charge	\$ 178.20

54151ECOM	Crown Castle Fiber, LLC	180340-SD	Managed SD-WAN Basic 20Mbps	60 Month Term	Monthly Recurring Charge	\$ 182.70
54151ECOM	Crown Castle Fiber, LLC	180341-SD	Managed SD-WAN Basic 30Mbps	60 Month Term	Monthly Recurring Charge	\$ 204.30
54151ECOM	Crown Castle Fiber, LLC	180342-SD	Managed SD-WAN Basic 40Mbps	60 Month Term	Monthly Recurring Charge	\$ 208.80
54151ECOM	Crown Castle Fiber, LLC	180343-SD	Managed SD-WAN Basic 50Mbps	60 Month Term	Monthly Recurring Charge	\$ 217.80
54151ECOM	Crown Castle Fiber, LLC	180344-SD	Managed SD-WAN Basic 60Mbps	60 Month Term	Monthly Recurring Charge	\$ 222.30
54151ECOM	Crown Castle Fiber, LLC	180345-SD	Managed SD-WAN Basic 70Mbps	60 Month Term	Monthly Recurring Charge	\$ 226.80
54151ECOM	Crown Castle Fiber, LLC	180346-SD	Managed SD-WAN Basic 80Mbps	60 Month Term	Monthly Recurring Charge	\$ 231.30
54151ECOM	Crown Castle Fiber, LLC	180347-SD	Managed SD-WAN Basic 90Mbps	60 Month Term	Monthly Recurring Charge	\$ 234.90
54151ECOM	Crown Castle Fiber, LLC	180348-SD	Managed SD-WAN Basic 100Mbps	60 Month Term	Monthly Recurring Charge	\$ 252.90
54151ECOM	Crown Castle Fiber, LLC	180349-SD	Managed SD-WAN Basic 150Mbps	60 Month Term	Monthly Recurring Charge	\$ 409.50
54151ECOM	Crown Castle Fiber, LLC	180350-SD	Managed SD-WAN Basic 200Mbps	60 Month Term	Monthly Recurring Charge	\$ 418.50
54151ECOM	Crown Castle Fiber, LLC	180351-SD	Managed SD-WAN Basic 300Mbps	60 Month Term	Monthly Recurring Charge	\$ 440.10
54151ECOM	Crown Castle Fiber, LLC	180352-SD	Managed SD-WAN Basic 400Mbps	60 Month Term	Monthly Recurring Charge	\$ 461.70
54151ECOM	Crown Castle Fiber, LLC	180353-SD	Managed SD-WAN Basic 500Mbps	60 Month Term	Monthly Recurring Charge	\$ 487.80
54151ECOM	Crown Castle Fiber, LLC	180354-SD	Managed SD-WAN Basic 600Mbps	60 Month Term	Monthly Recurring Charge	\$ 544.50
54151ECOM	Crown Castle Fiber, LLC	180355-SD	Managed SD-WAN Basic 700Mbps	60 Month Term	Monthly Recurring Charge	\$ 587.70
54151ECOM	Crown Castle Fiber, LLC	180356-SD	Managed SD-WAN Basic 800Mbps	60 Month Term	Monthly Recurring Charge	\$ 610.20
54151ECOM	Crown Castle Fiber, LLC	180357-SD	Managed SD-WAN Basic 900Mbps	60 Month Term	Monthly Recurring Charge	\$ 631.80
54151ECOM	Crown Castle Fiber, LLC	180358-SD	Managed SD-WAN Basic 1Gbps	60 Month Term	Monthly Recurring Charge	\$ 719.10

54151ECOM	Crown Castle Fiber, LLC	180359-SD	Managed SD-WAN Basic 2Gbps	60 Month Term	Monthly Recurring Charge	\$ 1,524.60
54151ECOM	Crown Castle Fiber, LLC	180360-SD	Managed SD-WAN Basic 3Gbps	60 Month Term	Monthly Recurring Charge	\$ 1,655.10
54151ECOM	Crown Castle Fiber, LLC	180361-SD	Managed SD-WAN Basic 4Gbps	60 Month Term	Monthly Recurring Charge	\$ 1,829.70
54151ECOM	Crown Castle Fiber, LLC	180362-SD	Managed SD-WAN Basic 5Gbps	60 Month Term	Monthly Recurring Charge	\$ 2,090.70
54151ECOM	Crown Castle Fiber, LLC	180363-SD	Managed SD-WAN Basic 6Gbps	60 Month Term	Monthly Recurring Charge	\$ 3,092.40
54151ECOM	Crown Castle Fiber, LLC	180364-SD	Managed SD-WAN Basic 7Gbps	60 Month Term	Monthly Recurring Charge	\$ 3,179.70
54151ECOM	Crown Castle Fiber, LLC	180365-SD	Managed SD-WAN Basic 8Gbps	60 Month Term	Monthly Recurring Charge	\$ 3,267.00
54151ECOM	Crown Castle Fiber, LLC	180366-SD	Managed SD-WAN Basic 9Gbps	60 Month Term	Monthly Recurring Charge	\$ 3,354.30
54151ECOM	Crown Castle Fiber, LLC	180367-SD	Managed SD-WAN Basic 10Gbps	60 Month Term	Monthly Recurring Charge	\$ 3,441.60
54151ECOM	Crown Castle Fiber, LLC	180100-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 50 Mbps) Per Location	12 Month Term	Monthly Recurring Charge	\$ 435.20
54151ECOM	Crown Castle Fiber, LLC	180101-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 100 Mbps) Per Location	12 Month Term	Monthly Recurring Charge	\$ 508.00
54151ECOM	Crown Castle Fiber, LLC	180102-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 200 Mbps) Per Location	12 Month Term	Monthly Recurring Charge	\$ 630.40
54151ECOM	Crown Castle Fiber, LLC	180103-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 300 Mbps) Per Location	12 Month Term	Monthly Recurring Charge	\$ 648.80
54151ECOM	Crown Castle Fiber, LLC	180104-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 400 Mbps) Per Location	12 Month Term	Monthly Recurring Charge	\$ 739.20
54151ECOM	Crown Castle Fiber, LLC	180105-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 500 Mbps) Per Location	12 Month Term	Monthly Recurring Charge	\$ 812.00
54151ECOM	Crown Castle Fiber, LLC	180106-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 1 Gbps) Per Location	12 Month Term	Monthly Recurring Charge	\$ 1,284.40
54151ECOM	Crown Castle Fiber, LLC	180107-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 10 Gbps) Per Location	12 Month Term	Monthly Recurring Charge	\$ 2,038.00

54151ECOM	Crown Castle Fiber, LLC	180108-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) Wavelength 100 Gbps) Per Location	12 Month Term	Monthly Recurring Charge	\$ 6,642.00
54151ECOM	Crown Castle Fiber, LLC	180109-CC	Cloud Connect - Transport Only (Private connection to the Microsoft Azure Cloud ExpressRoute (Ashburn, Virginia) E-Line 1 Gbps) Per Location	12 Month Term	Monthly Recurring Charge	\$ 1,334.40
54151ECOM	Crown Castle Fiber, LLC	180110-CC	Cloud Connect - Transport Only (Private connection to the Microsoft Azure Cloud ExpressRoute (Ashburn, Virginia) E-Line 10 Gbps) Per Location	12 Month Term	Monthly Recurring Charge	\$ 2,188.00
54151ECOM	Crown Castle Fiber, LLC	180111-CC	Cloud Connect - Transport Only (Private connection to the Microsoft Azure Cloud ExpressRoute (Ashburn, Virginia) Wavelength 100 Gbps) Per Location	12 Month Term	Monthly Recurring Charge	\$ 6,772.40
54151ECOM	Crown Castle Fiber, LLC	180112-CC	Cloud Connect - Transport Only (Private connection to the Google Cloud Interconnect - Dedicated (Ashburn, Virginia) E-Line 10 Gbps) Per Location	12 Month Term	Monthly Recurring Charge	\$ 2,038.00
54151ECOM	Crown Castle Fiber, LLC	180113-CC	Cloud Connect - Transport Only (Private connection to the Google Cloud Interconnect - Dedicated (Ashburn, Virginia) Wavelength 100 Gbps) Per Location	12 Month Term	Monthly Recurring Charge	\$ 6,642.00
54151ECOM	Crown Castle Fiber, LLC	180114-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 50 Mbps) Per Location	36 Month Term	Monthly Recurring Charge	\$ 391.68
54151ECOM	Crown Castle Fiber, LLC	180115-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 100 Mbps) Per Location	36 Month Term	Monthly Recurring Charge	\$ 457.20
54151ECOM	Crown Castle Fiber, LLC	180116-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 200 Mbps) Per Location	36 Month Term	Monthly Recurring Charge	\$ 567.36
54151ECOM	Crown Castle Fiber, LLC	180117-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 300 Mbps) Per Location	36 Month Term	Monthly Recurring Charge	\$ 583.92
54151ECOM	Crown Castle Fiber, LLC	180118-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 400 Mbps) Per Location	36 Month Term	Monthly Recurring Charge	\$ 665.28
54151ECOM	Crown Castle Fiber, LLC	180119-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 500 Mbps) Per Location	36 Month Term	Monthly Recurring Charge	\$ 730.80
54151ECOM	Crown Castle Fiber, LLC	180120-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 1 Gbps) Per Location	36 Month Term	Monthly Recurring Charge	\$ 1,191.20

54151ECOM	Crown Castle Fiber, LLC	180121-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 10 Gbps) Per Location	36 Month Term	Monthly Recurring Charge	\$ 1,869.60
54151ECOM	Crown Castle Fiber, LLC	180122-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) Wavelength 100 Gbps) Per Location	36 Month Term	Monthly Recurring Charge	\$ 6,012.80
54151ECOM	Crown Castle Fiber, LLC	180123-CC	Cloud Connect - Transport Only (Private connection to the Microsoft Azure Cloud ExpressRoute (Ashburn, Virginia) E-Line 1 Gbps) Per Location	36 Month Term	Monthly Recurring Charge	\$ 1,191.20
54151ECOM	Crown Castle Fiber, LLC	180124-CC	Cloud Connect - Transport Only (Private connection to the Microsoft Azure Cloud ExpressRoute (Ashburn, Virginia) E-Line 10 Gbps) Per Location	36 Month Term	Monthly Recurring Charge	\$ 1,869.60
54151ECOM	Crown Castle Fiber, LLC	180125-CC	Cloud Connect - Transport Only (Private connection to the Microsoft Azure Cloud ExpressRoute (Ashburn, Virginia) Wavelength 100 Gbps) Per Location	36 Month Term	Monthly Recurring Charge	\$ 6,130.40
54151ECOM	Crown Castle Fiber, LLC	180126-CC	Cloud Connect - Transport Only (Private connection to the Google Cloud Interconnect - Dedicated (Ashburn, Virginia) E-Line 10 Gbps) Per Location	36 Month Term	Monthly Recurring Charge	\$ 1,869.60
54151ECOM	Crown Castle Fiber, LLC	180127-CC	Cloud Connect - Transport Only (Private connection to the Google Cloud Interconnect - Dedicated (Ashburn, Virginia) Wavelength 100 Gbps) Per Location	36 Month Term	Monthly Recurring Charge	\$ 6,012.80
54151ECOM	Crown Castle Fiber, LLC	180128-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 50 Mbps) Per Location	60 Month Term	Monthly Recurring Charge	\$ 352.51
54151ECOM	Crown Castle Fiber, LLC	180129-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 100 Mbps) Per Location	60 Month Term	Monthly Recurring Charge	\$ 411.48
54151ECOM	Crown Castle Fiber, LLC	180130-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 200 Mbps) Per Location	60 Month Term	Monthly Recurring Charge	\$ 510.62
54151ECOM	Crown Castle Fiber, LLC	180131-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 300 Mbps) Per Location	60 Month Term	Monthly Recurring Charge	\$ 525.53
54151ECOM	Crown Castle Fiber, LLC	180132-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 400 Mbps) Per Location	60 Month Term	Monthly Recurring Charge	\$ 598.75
54151ECOM	Crown Castle Fiber, LLC	180133-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 500 Mbps) Per Location	60 Month Term	Monthly Recurring Charge	\$ 657.72

54151ECOM	Crown Castle Fiber, LLC	180134-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 1 Gbps) Per Location	60 Month Term	Monthly Recurring Charge	\$ 1,107.20
54151ECOM	Crown Castle Fiber, LLC	180135-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) E-Line 10 Gbps) Per Location	60 Month Term	Monthly Recurring Charge	\$ 1,717.60
54151ECOM	Crown Castle Fiber, LLC	180136-CC	Cloud Connect - Transport Only (Private connection to the AWS Cloud (Ashburn, Virginia) Wavelength 100 Gbps) Per Location	60 Month Term	Monthly Recurring Charge	\$ 5,446.40
54151ECOM	Crown Castle Fiber, LLC	180137-CC	Cloud Connect - Transport Only (Private connection to the Microsoft Azure Cloud ExpressRoute (Ashburn, Virginia) E-Line 1 Gbps) Per Location	60 Month Term	Monthly Recurring Charge	\$ 1,107.20
54151ECOM	Crown Castle Fiber, LLC	180138-CC	Cloud Connect - Transport Only (Private connection to the Microsoft Azure Cloud ExpressRoute (Ashburn, Virginia) E-Line 10 Gbps) Per Location	60 Month Term	Monthly Recurring Charge	\$ 1,717.60
54151ECOM	Crown Castle Fiber, LLC	180139-CC	Cloud Connect - Transport Only (Private connection to the Microsoft Azure Cloud ExpressRoute (Ashburn, Virginia) Wavelength 100 Gbps) Per Location	60 Month Term	Monthly Recurring Charge	\$ 5,552.00
54151ECOM	Crown Castle Fiber, LLC	180140-CC	Cloud Connect - Transport Only (Private connection to the Google Cloud Interconnect - Dedicated (Ashburn, Virginia) E-Line 10 Gbps) Per Location	60 Month Term	Monthly Recurring Charge	\$ 1,717.60
54151ECOM	Crown Castle Fiber, LLC	180141-CC	Cloud Connect - Transport Only (Private connection to the Google Cloud Interconnect - Dedicated (Ashburn, Virginia) Wavelength 100 Gbps) Per Location	60 Month Term	Monthly Recurring Charge	\$ 5,446.40
54151ECOM	Crown Castle Fiber, LLC	130220	Metro-E Advanced Private Line 20Gbps	12 Month Term	Monthly Recurring Cost	\$ 3,274.01
54151ECOM	Crown Castle Fiber, LLC	130221	Metro-E Advanced Private Line 25Gbps	12 Month Term	Monthly Recurring Cost	\$ 3,846.96
54151ECOM	Crown Castle Fiber, LLC	130222	Metro-E Advanced Private Line 30Gbps	12 Month Term	Monthly Recurring Cost	\$ 4,665.46
54151ECOM	Crown Castle Fiber, LLC	130223	Metro-E Advanced Private Line 40Gbps	12 Month Term	Monthly Recurring Cost	\$ 5,909.59
54151ECOM	Crown Castle Fiber, LLC	130224	Metro-E Advanced Private Line 50Gbps	12 Month Term	Monthly Recurring Cost	\$ 7,017.63
54151ECOM	Crown Castle Fiber, LLC	130225	Metro-E Advanced Private Line 60Gbps	12 Month Term	Monthly Recurring Cost	\$ 8,000.10
54151ECOM	Crown Castle Fiber, LLC	130226	Metro-E Advanced Private Line 70Gbps	12 Month Term	Monthly Recurring Cost	\$ 8,866.78

54151ECOM	Crown Castle Fiber, LLC	130227	Metro-E Advanced Private Line 80Gbps	12 Month Term	Monthly Recurring Cost	\$ 9,626.79
54151ECOM	Crown Castle Fiber, LLC	130228	Metro-E Advanced Private Line 90Gbps	12 Month Term	Monthly Recurring Cost	\$ 10,288.63
54151ECOM	Crown Castle Fiber, LLC	130229	Metro-E Advanced Private Line 100Gbps	12 Month Term	Monthly Recurring Cost	\$ 10,860.22
54151ECOM	Crown Castle Fiber, LLC	130420	E-Line Standard CoS 20Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 1,817.39
54151ECOM	Crown Castle Fiber, LLC	130425	E-Line Standard CoS 25Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 2,135.44
54151ECOM	Crown Castle Fiber, LLC	130430	E-Line Standard CoS 30Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 2,756.07
54151ECOM	Crown Castle Fiber, LLC	130440	E-Line Standard CoS40Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 3,378.27
54151ECOM	Crown Castle Fiber, LLC	130450	E-Line Standard CoS 50Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 3,882.13
54151ECOM	Crown Castle Fiber, LLC	130460	E-Line Standard CoS 60Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 4,282.69
54151ECOM	Crown Castle Fiber, LLC	130470	E-Line Standard CoS 70Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 4,593.34
54151ECOM	Crown Castle Fiber, LLC	130480	E-Line Standard CoS 80Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 4,825.98
54151ECOM	Crown Castle Fiber, LLC	130490	E-Line Standard CoS 90Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 4,991.19
54151ECOM	Crown Castle Fiber, LLC	130500	E-Line Standard CoS 100Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 5,098.31
54151ECOM	Crown Castle Fiber, LLC	131120	E-Line Standard EVC 20Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,653.83
54151ECOM	Crown Castle Fiber, LLC	131125	E-Line Standard EVC 25Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 1,943.25
54151ECOM	Crown Castle Fiber, LLC	131130	E-Line Standard EVC 30Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 2,508.02
54151ECOM	Crown Castle Fiber, LLC	131140	E-Line Standard EVC 40Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 3,074.23
54151ECOM	Crown Castle Fiber, LLC	131150	E-Line Standard EVC 50Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 3,532.74
54151ECOM	Crown Castle Fiber, LLC	131160	E-Line Standard EVC 60Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 3,897.25

54151ECOM	Crown Castle Fiber, LLC	131170	E-Line Standard EVC 70Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 4,179.94
54151ECOM	Crown Castle Fiber, LLC	131180	E-Line Standard EVC 80Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 4,391.64
54151ECOM	Crown Castle Fiber, LLC	131190	E-Line Standard EVC 90Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 4,541.98
54151ECOM	Crown Castle Fiber, LLC	131200	E-Line Standard EVC 100Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 4,639.46
54151ECOM	Crown Castle Fiber, LLC	131720	E-LAN Standard EVC 20Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 2,273.33
54151ECOM	Crown Castle Fiber, LLC	131725	E-LAN Standard EVC 25Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 2,671.17
54151ECOM	Crown Castle Fiber, LLC	131730	E-LAN Standard EVC 30Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 3,410.00
54151ECOM	Crown Castle Fiber, LLC	131740	E-LAN Standard EVC 40Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 4,251.61
54151ECOM	Crown Castle Fiber, LLC	131750	E-LAN Standard EVC 50Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 4,969.63
54151ECOM	Crown Castle Fiber, LLC	131760	E-LAN Standard EVC 60Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 5,576.56
54151ECOM	Crown Castle Fiber, LLC	131770	E-LAN Standard EVC 70Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 6,083.78
54151ECOM	Crown Castle Fiber, LLC	131780	E-LAN Standard EVC 80Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 6,501.69
54151ECOM	Crown Castle Fiber, LLC	131790	E-LAN Standard EVC 90Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 6,839.74
54151ECOM	Crown Castle Fiber, LLC	131810	E-LAN Standard EVC 100Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 7,106.53
54151ECOM	Crown Castle Fiber, LLC	132420	E-LAN Standard EVC 20Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 2,068.73
54151ECOM	Crown Castle Fiber, LLC	132425	E-LAN Standard EVC 25Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 2,430.76
54151ECOM	Crown Castle Fiber, LLC	132430	E-LAN Standard EVC 30Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 3,103.10
54151ECOM	Crown Castle Fiber, LLC	132440	E-LAN Standard EVC 40Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 3,868.97
54151ECOM	Crown Castle Fiber, LLC	132450	E-LAN Standard EVC 50Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 4,522.37

54151ECOM	Crown Castle Fiber, LLC	132460	E-LAN Standard EVC 60Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 5,074.67
54151ECOM	Crown Castle Fiber, LLC	132470	E-LAN Standard EVC 70Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 5,536.24
54151ECOM	Crown Castle Fiber, LLC	132480	E-LAN Standard EVC 80Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 5,916.54
54151ECOM	Crown Castle Fiber, LLC	132490	E-LAN Standard EVC 90Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 6,224.16
54151ECOM	Crown Castle Fiber, LLC	132500	E-LAN Standard EVC 100Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 6,466.94
54151ECOM	Crown Castle Fiber, LLC	133120	EVPL Standard EVC 20Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 2,273.33
54151ECOM	Crown Castle Fiber, LLC	133125	EVPL Standard EVC 25Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 2,671.17
54151ECOM	Crown Castle Fiber, LLC	133130	EVPL Standard EVC 30Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 3,410.00
54151ECOM	Crown Castle Fiber, LLC	133140	EVPL Standard EVC 40Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 4,251.61
54151ECOM	Crown Castle Fiber, LLC	133150	EVPL Standard EVC 50Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 4,969.63
54151ECOM	Crown Castle Fiber, LLC	133160	EVPL Standard EVC 60Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 5,576.56
54151ECOM	Crown Castle Fiber, LLC	133170	EVPL Standard EVC 70Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 6,083.78
54151ECOM	Crown Castle Fiber, LLC	133180	EVPL Standard EVC 80Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 6,501.69
54151ECOM	Crown Castle Fiber, LLC	133190	EVPL Standard EVC 90Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 6,839.74
54151ECOM	Crown Castle Fiber, LLC	133200	EVPL Standard EVC 100Gbps Prem	12 Month Term	Monthly Recurring Cost	\$ 7,106.53
54151ECOM	Crown Castle Fiber, LLC	133820	EVPL Standard EVC 20Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 2,068.73
54151ECOM	Crown Castle Fiber, LLC	133825	EVPL Standard EVC 25Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 2,430.76
54151ECOM	Crown Castle Fiber, LLC	133830	EVPL Standard EVC 30Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 3,103.10
54151ECOM	Crown Castle Fiber, LLC	133840	EVPL Standard EVC 40Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 3,868.97

54151ECOM	Crown Castle Fiber, LLC	133850	EVPL Standard EVC 50Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 4,522.37
54151ECOM	Crown Castle Fiber, LLC	133860	EVPL Standard EVC 60Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 5,074.67
54151ECOM	Crown Castle Fiber, LLC	133870	EVPL Standard EVC 70Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 5,536.24
54151ECOM	Crown Castle Fiber, LLC	133880	EVPL Standard EVC 80Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 5,916.54
54151ECOM	Crown Castle Fiber, LLC	133890	EVPL Standard EVC 90Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 6,224.16
54151ECOM	Crown Castle Fiber, LLC	133900	EVPL Standard EVC 100Gbps POP	12 Month Term	Monthly Recurring Cost	\$ 6,466.94
54151ECOM	Crown Castle Fiber, LLC	134720	Metro-E Advanced Private Line 20Gbps	36 Month Term	Monthly Recurring Cost	\$ 2,619.21
54151ECOM	Crown Castle Fiber, LLC	134725	Metro-E Advanced Private Line 25Gbps	36 Month Term	Monthly Recurring Cost	\$ 3,077.57
54151ECOM	Crown Castle Fiber, LLC	134730	Metro-E Advanced Private Line 30Gbps	36 Month Term	Monthly Recurring Cost	\$ 3,732.37
54151ECOM	Crown Castle Fiber, LLC	134740	Metro-E Advanced Private Line 40Gbps	36 Month Term	Monthly Recurring Cost	\$ 4,727.67
54151ECOM	Crown Castle Fiber, LLC	134750	Metro-E Advanced Private Line 50Gbps	36 Month Term	Monthly Recurring Cost	\$ 5,614.11
54151ECOM	Crown Castle Fiber, LLC	134760	Metro-E Advanced Private Line 60Gbps	36 Month Term	Monthly Recurring Cost	\$ 6,400.08
54151ECOM	Crown Castle Fiber, LLC	134770	Metro-E Advanced Private Line 70Gbps	36 Month Term	Monthly Recurring Cost	\$ 7,093.42
54151ECOM	Crown Castle Fiber, LLC	134780	Metro-E Advanced Private Line 80Gbps	36 Month Term	Monthly Recurring Cost	\$ 7,701.43
54151ECOM	Crown Castle Fiber, LLC	134790	Metro-E Advanced Private Line 90Gbps	36 Month Term	Monthly Recurring Cost	\$ 8,230.90
54151ECOM	Crown Castle Fiber, LLC	134800	Metro-E Advanced Private Line 100Gbps	36 Month Term	Monthly Recurring Cost	\$ 8,688.18
54151ECOM	Crown Castle Fiber, LLC	134920	E-Line Standard CoS 20Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,635.65
54151ECOM	Crown Castle Fiber, LLC	134925	E-Line Standard CoS 25Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 1,921.89
54151ECOM	Crown Castle Fiber, LLC	134930	E-Line Standard CoS 30Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 2,480.46

54151ECOM	Crown Castle Fiber, LLC	134940	E-Line Standard CoS 40Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 3,040.44
54151ECOM	Crown Castle Fiber, LLC	134950	E-Line Standard CoS 50Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 3,493.91
54151ECOM	Crown Castle Fiber, LLC	134960	E-Line Standard CoS 60Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 3,854.42
54151ECOM	Crown Castle Fiber, LLC	134970	E-Line Standard CoS 70Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 4,134.01
54151ECOM	Crown Castle Fiber, LLC	134980	E-Line Standard CoS 80Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 4,343.38
54151ECOM	Crown Castle Fiber, LLC	134990	E-Line Standard CoS 90Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 4,492.07
54151ECOM	Crown Castle Fiber, LLC	135000	E-Line Standard CoS 100Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 4,588.48
54151ECOM	Crown Castle Fiber, LLC	135620	E-Line Standard EVC 20Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,488.45
54151ECOM	Crown Castle Fiber, LLC	135625	E-Line Standard EVC 25Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,748.92
54151ECOM	Crown Castle Fiber, LLC	135630	E-Line Standard EVC 30Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 2,257.22
54151ECOM	Crown Castle Fiber, LLC	135640	E-Line Standard EVC 40Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 2,766.80
54151ECOM	Crown Castle Fiber, LLC	135650	E-Line Standard EVC 50Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 3,179.46
54151ECOM	Crown Castle Fiber, LLC	135660	E-Line Standard EVC 60Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 3,507.52
54151ECOM	Crown Castle Fiber, LLC	135670	E-Line Standard EVC 70Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 3,761.94
54151ECOM	Crown Castle Fiber, LLC	135680	E-Line Standard EVC 80Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 3,952.48
54151ECOM	Crown Castle Fiber, LLC	135690	E-Line Standard EVC 90Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 4,087.78
54151ECOM	Crown Castle Fiber, LLC	135700	E-Line Standard EVC 100Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 4,175.52
54151ECOM	Crown Castle Fiber, LLC	136320	E-LAN Standard EVC 20Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 2,046.00
54151ECOM	Crown Castle Fiber, LLC	136325	E-LAN Standard EVC 25Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 2,404.05

54151ECOM	Crown Castle Fiber, LLC	136330	E-LAN Standard EVC 30Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 3,069.00
54151ECOM	Crown Castle Fiber, LLC	136340	E-LAN Standard EVC 40Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 3,826.45
54151ECOM	Crown Castle Fiber, LLC	136350	E-LAN Standard EVC 50Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 4,472.67
54151ECOM	Crown Castle Fiber, LLC	136360	E-LAN Standard EVC 60Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 5,018.90
54151ECOM	Crown Castle Fiber, LLC	136370	E-LAN Standard EVC 70Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 5,475.41
54151ECOM	Crown Castle Fiber, LLC	136380	E-LAN Standard EVC 80Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 5,851.52
54151ECOM	Crown Castle Fiber, LLC	136390	E-LAN Standard EVC 90Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 6,155.77
54151ECOM	Crown Castle Fiber, LLC	136400	E-LAN Standard EVC 100Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 6,395.88
54151ECOM	Crown Castle Fiber, LLC	137020	E-LAN Standard EVC 20Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,861.86
54151ECOM	Crown Castle Fiber, LLC	137025	E-LAN Standard EVC 25Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 2,187.69
54151ECOM	Crown Castle Fiber, LLC	137030	E-LAN Standard EVC 30Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 2,792.79
54151ECOM	Crown Castle Fiber, LLC	137040	E-LAN Standard EVC 40Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 3,482.07
54151ECOM	Crown Castle Fiber, LLC	137050	E-LAN Standard EVC 50Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 4,070.13
54151ECOM	Crown Castle Fiber, LLC	137060	E-LAN Standard EVC 60Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 4,567.20
54151ECOM	Crown Castle Fiber, LLC	137070	E-LAN Standard EVC 70Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 4,982.62
54151ECOM	Crown Castle Fiber, LLC	137080	E-LAN Standard EVC 80Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 5,324.89
54151ECOM	Crown Castle Fiber, LLC	137090	E-LAN Standard EVC 90Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 5,601.75
54151ECOM	Crown Castle Fiber, LLC	137100	E-LAN Standard EVC 100Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 5,820.25
54151ECOM	Crown Castle Fiber, LLC	137720	EVPL Standard EVC 20Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 2,046.00

54151ECOM	Crown Castle Fiber, LLC	137725	EVPL Standard EVC 25Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 2,404.05
54151ECOM	Crown Castle Fiber, LLC	137730	EVPL Standard EVC 30Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 3,069.00
54151ECOM	Crown Castle Fiber, LLC	137740	EVPL Standard EVC 40Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 3,826.45
54151ECOM	Crown Castle Fiber, LLC	137750	EVPL Standard EVC 50Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 4,472.67
54151ECOM	Crown Castle Fiber, LLC	137760	EVPL Standard EVC 60Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 5,018.90
54151ECOM	Crown Castle Fiber, LLC	137770	EVPL Standard EVC 70Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 5,475.41
54151ECOM	Crown Castle Fiber, LLC	137780	EVPL Standard EVC 80Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 5,851.52
54151ECOM	Crown Castle Fiber, LLC	137790	EVPL Standard EVC 90Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 6,155.77
54151ECOM	Crown Castle Fiber, LLC	137800	EVPL Standard EVC 100Gbps Prem	36 Month Term	Monthly Recurring Cost	\$ 6,395.88
54151ECOM	Crown Castle Fiber, LLC	138320	EVPL Standard EVC 20Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 1,861.86
54151ECOM	Crown Castle Fiber, LLC	138325	EVPL Standard EVC 25Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 2,187.69
54151ECOM	Crown Castle Fiber, LLC	138330	EVPL Standard EVC 30Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 2,792.79
54151ECOM	Crown Castle Fiber, LLC	138340	EVPL Standard EVC 40Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 3,482.07
54151ECOM	Crown Castle Fiber, LLC	138350	EVPL Standard EVC 50Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 4,070.13
54151ECOM	Crown Castle Fiber, LLC	138360	EVPL Standard EVC 60Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 4,567.20
54151ECOM	Crown Castle Fiber, LLC	138370	EVPL Standard EVC 70Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 4,982.62
54151ECOM	Crown Castle Fiber, LLC	138380	EVPL Standard EVC 80Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 5,324.89
54151ECOM	Crown Castle Fiber, LLC	138390	EVPL Standard EVC 90Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 5,601.75
54151ECOM	Crown Castle Fiber, LLC	138400	EVPL Standard EVC 100Gbps POP	36 Month Term	Monthly Recurring Cost	\$ 5,820.25

54151ECOM	Crown Castle Fiber, LLC	139320	Metro-E Advanced Private Line 20Gbps	60 Month Term	Monthly Recurring Cost	\$ 2,357.29
54151ECOM	Crown Castle Fiber, LLC	139325	Metro-E Advanced Private Line 25Gbps	60 Month Term	Monthly Recurring Cost	\$ 2,769.81
54151ECOM	Crown Castle Fiber, LLC	139330	Metro-E Advanced Private Line 30Gbps	60 Month Term	Monthly Recurring Cost	\$ 3,359.13
54151ECOM	Crown Castle Fiber, LLC	139340	Metro-E Advanced Private Line 40Gbps	60 Month Term	Monthly Recurring Cost	\$ 4,254.90
54151ECOM	Crown Castle Fiber, LLC	139350	Metro-E Advanced Private Line 50Gbps	60 Month Term	Monthly Recurring Cost	\$ 5,052.70
54151ECOM	Crown Castle Fiber, LLC	139360	Metro-E Advanced Private Line 60Gbps	60 Month Term	Monthly Recurring Cost	\$ 5,760.07
54151ECOM	Crown Castle Fiber, LLC	139370	Metro-E Advanced Private Line 70Gbps	60 Month Term	Monthly Recurring Cost	\$ 6,384.08
54151ECOM	Crown Castle Fiber, LLC	139380	Metro-E Advanced Private Line 80Gbps	60 Month Term	Monthly Recurring Cost	\$ 6,931.29
54151ECOM	Crown Castle Fiber, LLC	139390	Metro-E Advanced Private Line 90Gbps	60 Month Term	Monthly Recurring Cost	\$ 7,407.81
54151ECOM	Crown Castle Fiber, LLC	139400	Metro-E Advanced Private Line 100Gbps	60 Month Term	Monthly Recurring Cost	\$ 7,819.36
54151ECOM	Crown Castle Fiber, LLC	139520	E-Line Standard CoS 20Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,472.09
54151ECOM	Crown Castle Fiber, LLC	139525	E-Line Standard CoS 25Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,729.70
54151ECOM	Crown Castle Fiber, LLC	139530	E-Line Standard CoS 30Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 2,232.42
54151ECOM	Crown Castle Fiber, LLC	139540	E-Line Standard CoS 40Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 2,736.40
54151ECOM	Crown Castle Fiber, LLC	139550	E-Line Standard CoS 50Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 3,144.52
54151ECOM	Crown Castle Fiber, LLC	139560	E-Line Standard CoS 60Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 3,468.98
54151ECOM	Crown Castle Fiber, LLC	139570	E-Line Standard CoS 70Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 3,720.60
54151ECOM	Crown Castle Fiber, LLC	139580	E-Line Standard CoS 80Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 3,909.05
54151ECOM	Crown Castle Fiber, LLC	139590	E-Line Standard CoS 90Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 4,042.86

54151ECOM	Crown Castle Fiber, LLC	139600	E-Line Standard CoS 100Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 4,129.63
54151ECOM	Crown Castle Fiber, LLC	140120	E-Line Standard EVC 20Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 1,339.60
54151ECOM	Crown Castle Fiber, LLC	140125	E-Line Standard EVC 25Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 1,574.03
54151ECOM	Crown Castle Fiber, LLC	140130	E-Line Standard EVC 30Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 2,031.50
54151ECOM	Crown Castle Fiber, LLC	140140	E-Line Standard EVC 40Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 2,490.12
54151ECOM	Crown Castle Fiber, LLC	140150	E-Line Standard EVC 50Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 2,861.52
54151ECOM	Crown Castle Fiber, LLC	140160	E-Line Standard EVC 60Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 3,156.77
54151ECOM	Crown Castle Fiber, LLC	140170	E-Line Standard EVC 70Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 3,385.75
54151ECOM	Crown Castle Fiber, LLC	140180	E-Line Standard EVC 80Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 3,557.23
54151ECOM	Crown Castle Fiber, LLC	140190	E-Line Standard EVC 90Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 3,679.00
54151ECOM	Crown Castle Fiber, LLC	140200	E-Line Standard EVC 100Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 3,757.97
54151ECOM	Crown Castle Fiber, LLC	140820	E-LAN Standard EVC 20Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,841.40
54151ECOM	Crown Castle Fiber, LLC	140825	E-LAN Standard EVC 25Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 2,163.65
54151ECOM	Crown Castle Fiber, LLC	140830	E-LAN Standard EVC 30Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 2,762.10
54151ECOM	Crown Castle Fiber, LLC	140840	E-LAN Standard EVC 40Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 3,443.81
54151ECOM	Crown Castle Fiber, LLC	140850	E-LAN Standard EVC 50Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 4,025.40
54151ECOM	Crown Castle Fiber, LLC	140860	E-LAN Standard EVC 60Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 4,517.01
54151ECOM	Crown Castle Fiber, LLC	140870	E-LAN Standard EVC 70Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 4,927.87
54151ECOM	Crown Castle Fiber, LLC	140880	E-LAN Standard EVC 80Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 5,266.37

54151ECOM	Crown Castle Fiber, LLC	140890	E-LAN Standard EVC 90Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 5,540.19
54151ECOM	Crown Castle Fiber, LLC	140900	E-LAN Standard EVC 100Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 5,756.29
54151ECOM	Crown Castle Fiber, LLC	141520	E-LAN Standard EVC 20Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 1,675.67
54151ECOM	Crown Castle Fiber, LLC	141525	E-LAN Standard EVC 25Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 1,968.92
54151ECOM	Crown Castle Fiber, LLC	141530	E-LAN Standard EVC 30Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 2,513.51
54151ECOM	Crown Castle Fiber, LLC	141540	E-LAN Standard EVC 40Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 3,133.86
54151ECOM	Crown Castle Fiber, LLC	141550	E-LAN Standard EVC 50Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 3,663.12
54151ECOM	Crown Castle Fiber, LLC	141560	E-LAN Standard EVC 60Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 4,110.48
54151ECOM	Crown Castle Fiber, LLC	141570	E-LAN Standard EVC 70Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 4,484.36
54151ECOM	Crown Castle Fiber, LLC	141580	E-LAN Standard EVC 80Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 4,792.40
54151ECOM	Crown Castle Fiber, LLC	141590	E-LAN Standard EVC 90Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 5,041.57
54151ECOM	Crown Castle Fiber, LLC	141600	E-LAN Standard EVC 100Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 5,238.23
54151ECOM	Crown Castle Fiber, LLC	142220	EVPL Standard EVC 20Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 1,841.40
54151ECOM	Crown Castle Fiber, LLC	142225	EVPL Standard EVC 25Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 2,303.70
54151ECOM	Crown Castle Fiber, LLC	142230	EVPL Standard EVC 30Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 2,762.10
54151ECOM	Crown Castle Fiber, LLC	142240	EVPL Standard EVC 40Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 3,443.81
54151ECOM	Crown Castle Fiber, LLC	142250	EVPL Standard EVC 50Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 4,025.40
54151ECOM	Crown Castle Fiber, LLC	142260	EVPL Standard EVC 60Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 4,517.01
54151ECOM	Crown Castle Fiber, LLC	142270	EVPL Standard EVC 70Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 4,927.87

54151ECOM	Crown Castle Fiber, LLC	142280	EVPL Standard EVC 80Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 5,266.37
54151ECOM	Crown Castle Fiber, LLC	142290	EVPL Standard EVC 90Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 5,540.19
54151ECOM	Crown Castle Fiber, LLC	142300	EVPL Standard EVC 100Gbps Prem	60 Month Term	Monthly Recurring Cost	\$ 5,756.29
54151ECOM	Crown Castle Fiber, LLC	142920	EVPL Standard EVC 20Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 1,675.67
54151ECOM	Crown Castle Fiber, LLC	142925	EVPL Standard EVC 25Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 1,968.92
54151ECOM	Crown Castle Fiber, LLC	142930	EVPL Standard EVC 30Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 2,513.51
54151ECOM	Crown Castle Fiber, LLC	142940	EVPL Standard EVC 40Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 3,133.86
54151ECOM	Crown Castle Fiber, LLC	142950	EVPL Standard EVC 50Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 3,663.12
54151ECOM	Crown Castle Fiber, LLC	142960	EVPL Standard EVC 60Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 4,110.48
54151ECOM	Crown Castle Fiber, LLC	142970	EVPL Standard EVC 70Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 4,484.36
54151ECOM	Crown Castle Fiber, LLC	142980	EVPL Standard EVC 80Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 4,792.40
54151ECOM	Crown Castle Fiber, LLC	142990	EVPL Standard EVC 90Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 5,041.57
54151ECOM	Crown Castle Fiber, LLC	143000	EVPL Standard EVC 100Gbps POP	60 Month Term	Monthly Recurring Cost	\$ 5,238.23
54151ECOM	Crown Castle Fiber, LLC	170320	Dedicated Internet Access 20Gbps	12 Month Term	Monthly Recurring Charge	\$ 7,749.45
54151ECOM	Crown Castle Fiber, LLC	170325	Dedicated Internet Access 25Gbps	12 Month Term	Monthly Recurring Charge	\$ 9,154.03
54151ECOM	Crown Castle Fiber, LLC	170330	Dedicated Internet Access 30Gbps	12 Month Term	Monthly Recurring Charge	\$ 10,926.72
54151ECOM	Crown Castle Fiber, LLC	170340	Dedicated Internet Access 40Gbps	12 Month Term	Monthly Recurring Charge	\$ 13,694.82
54151ECOM	Crown Castle Fiber, LLC	170350	Dedicated Internet Access 50Gbps	12 Month Term	Monthly Recurring Charge	\$ 16,091.41
54151ECOM	Crown Castle Fiber, LLC	170360	Dedicated Internet Access 60Gbps	12 Month Term	Monthly Recurring Charge	\$ 18,151.11
54151ECOM	Crown Castle Fiber, LLC	170370	Dedicated Internet Access 70Gbps	12 Month Term	Monthly Recurring Charge	\$ 19,905.72
54151ECOM	Crown Castle Fiber, LLC	170380	Dedicated Internet Access 80Gbps	12 Month Term	Monthly Recurring Charge	\$ 21,384.43

54151ECOM	Crown Castle Fiber, LLC	170390	Dedicated Internet Access 90Gbps	12 Month Term	Monthly Recurring Charge	\$ 22,614.04
54151ECOM	Crown Castle Fiber, LLC	170100	Dedicated Internet Access 100Gbps	12 Month Term	Monthly Recurring Charge	\$ 23,619.11
54151ECOM	Crown Castle Fiber, LLC	170520	Internet Access 20Gbps	12 Month Term	Monthly Recurring Charge	\$ 6,974.50
54151ECOM	Crown Castle Fiber, LLC	170525	Internet Access 25Gbps	12 Month Term	Monthly Recurring Charge	\$ 8,238.63
54151ECOM	Crown Castle Fiber, LLC	170530	Internet Access 30Gbps	12 Month Term	Monthly Recurring Charge	\$ 9,788.56
54151ECOM	Crown Castle Fiber, LLC	170540	Internet Access 40Gbps	12 Month Term	Monthly Recurring Charge	\$ 12,211.58
54151ECOM	Crown Castle Fiber, LLC	170550	Internet Access 50Gbps	12 Month Term	Monthly Recurring Charge	\$ 14,282.24
54151ECOM	Crown Castle Fiber, LLC	170560	Internet Access 60Gbps	12 Month Term	Monthly Recurring Charge	\$ 16,035.85
54151ECOM	Crown Castle Fiber, LLC	170570	Internet Access 70Gbps	12 Month Term	Monthly Recurring Charge	\$ 17,504.65
54151ECOM	Crown Castle Fiber, LLC	170580	Internet Access 80Gbps	12 Month Term	Monthly Recurring Charge	\$ 18,718.01
54151ECOM	Crown Castle Fiber, LLC	170590	Internet Access 90Gbps	12 Month Term	Monthly Recurring Charge	\$ 19,702.74
54151ECOM	Crown Castle Fiber, LLC	170600	Internet Access 100Gbps	12 Month Term	Monthly Recurring Charge	\$ 20,483.24
54151ECOM	Crown Castle Fiber, LLC	170820	Dedicated Internet Access 20Gbps	36 Month Term	Monthly Recurring Charge	\$ 6,974.50
54151ECOM	Crown Castle Fiber, LLC	170825	Dedicated Internet Access 25Gbps	36 Month Term	Monthly Recurring Charge	\$ 8,238.63
54151ECOM	Crown Castle Fiber, LLC	170830	Dedicated Internet Access 30Gbps	36 Month Term	Monthly Recurring Charge	\$ 9,834.05
54151ECOM	Crown Castle Fiber, LLC	170840	Dedicated Internet Access 40Gbps	36 Month Term	Monthly Recurring Charge	\$ 12,325.34
54151ECOM	Crown Castle Fiber, LLC	170850	Dedicated Internet Access 50Gbps	36 Month Term	Monthly Recurring Charge	\$ 14,482.27
54151ECOM	Crown Castle Fiber, LLC	170860	Dedicated Internet Access 60Gbps	36 Month Term	Monthly Recurring Charge	\$ 16,336.00
54151ECOM	Crown Castle Fiber, LLC	170870	Dedicated Internet Access 70Gbps	36 Month Term	Monthly Recurring Charge	\$ 17,915.15
54151ECOM	Crown Castle Fiber, LLC	170880	Dedicated Internet Access 80Gbps	36 Month Term	Monthly Recurring Charge	\$ 19,245.99
54151ECOM	Crown Castle Fiber, LLC	170890	Dedicated Internet Access 90Gbps	36 Month Term	Monthly Recurring Charge	\$ 20,352.63
54151ECOM	Crown Castle Fiber, LLC	170900	Dedicated Internet Access 100Gbps	36 Month Term	Monthly Recurring Charge	\$ 21,257.20
54151ECOM	Crown Castle Fiber, LLC	171120	Internet Access 20Gbps	36 Month Term	Monthly Recurring Charge	\$ 6,277.05
54151ECOM	Crown Castle Fiber, LLC	171125	Internet Access 25Gbps	36 Month Term	Monthly Recurring Charge	\$ 7,414.77

54151ECOM	Crown Castle Fiber, LLC	171130	Internet Access 30Gbps	36 Month Term	Monthly Recurring Charge	\$ 8,809.70
54151ECOM	Crown Castle Fiber, LLC	171140	Internet Access 40Gbps	36 Month Term	Monthly Recurring Charge	\$ 10,990.43
54151ECOM	Crown Castle Fiber, LLC	171150	Internet Access 50Gbps	36 Month Term	Monthly Recurring Charge	\$ 12,854.02
54151ECOM	Crown Castle Fiber, LLC	171160	Internet Access 60Gbps	36 Month Term	Monthly Recurring Charge	\$ 14,432.27
54151ECOM	Crown Castle Fiber, LLC	171170	Internet Access 70Gbps	36 Month Term	Monthly Recurring Charge	\$ 15,754.18
54151ECOM	Crown Castle Fiber, LLC	171180	Internet Access 80Gbps	36 Month Term	Monthly Recurring Charge	\$ 16,846.21
54151ECOM	Crown Castle Fiber, LLC	171190	Internet Access 90Gbps	36 Month Term	Monthly Recurring Charge	\$ 17,732.47
54151ECOM	Crown Castle Fiber, LLC	171100	Internet Access 100Gbps	36 Month Term	Monthly Recurring Charge	\$ 18,434.91
54151ECOM	Crown Castle Fiber, LLC	171420	Dedicated Internet Access 20Gbps	60 Month Term	Monthly Recurring Charge	\$ 6,277.05
54151ECOM	Crown Castle Fiber, LLC	171425	Dedicated Internet Access 25Gbps	60 Month Term	Monthly Recurring Charge	\$ 7,414.77
54151ECOM	Crown Castle Fiber, LLC	171430	Dedicated Internet Access 30Gbps	60 Month Term	Monthly Recurring Charge	\$ 8,850.64
54151ECOM	Crown Castle Fiber, LLC	171440	Dedicated Internet Access 40Gbps	60 Month Term	Installation/ NRC	\$ 11,092.80
54151ECOM	Crown Castle Fiber, LLC	171450	Dedicated Internet Access 50Gbps	60 Month Term	Monthly Recurring Charge	\$ 13,034.05
54151ECOM	Crown Castle Fiber, LLC	171460	Dedicated Internet Access 60Gbps	60 Month Term	Hour	\$ 14,702.40
54151ECOM	Crown Castle Fiber, LLC	171470	Dedicated Internet Access 70Gbps	60 Month Term	Hour	\$ 16,123.64
54151ECOM	Crown Castle Fiber, LLC	171480	Dedicated Internet Access 80Gbps	60 Month Term	Hour	\$ 17,321.39
54151ECOM	Crown Castle Fiber, LLC	171490	Dedicated Internet Access 90Gbps	60 Month Term	Monthly Recurring Charge	\$ 18,317.37
54151ECOM	Crown Castle Fiber, LLC	171500	Dedicated Internet Access 100Gbps	60 Month Term	Monthly Recurring Charge	\$ 19,131.48
54151ECOM	Crown Castle Fiber, LLC	171620	Internet Access 20Gbps	60 Month Term	Monthly Recurring Charge	\$ 5,649.35
54151ECOM	Crown Castle Fiber, LLC	171625	Internet Access 25Gbps	60 Month Term	Monthly Recurring Charge	\$ 6,673.29
54151ECOM	Crown Castle Fiber, LLC	171630	Internet Access 30Gbps	60 Month Term	Monthly Recurring Charge	\$ 7,928.73
54151ECOM	Crown Castle Fiber, LLC	171640	Internet Access 40Gbps	60 Month Term	Monthly Recurring Charge	\$ 9,891.38
54151ECOM	Crown Castle Fiber, LLC	171650	Internet Access 50Gbps	60 Month Term	Monthly Recurring Charge	\$ 11,568.62
54151ECOM	Crown Castle Fiber, LLC	171660	Internet Access 60Gbps	60 Month Term	Monthly Recurring Charge	\$ 12,989.04
54151ECOM	Crown Castle Fiber, LLC	171670	Internet Access 70Gbps	60 Month Term	Monthly Recurring Charge	\$ 14,178.76

54151ECOM	Crown Castle Fiber, LLC	171680	Internet Access 80Gbps	60 Month Term	Monthly Recurring Charge	\$ 15,161.59
54151ECOM	Crown Castle Fiber, LLC	171690	Internet Access 90Gbps	60 Month Term	Monthly Recurring Charge	\$ 15,959.22
54151ECOM	Crown Castle Fiber, LLC	171700	Internet Access 100Gbps	60 Month Term	Monthly Recurring Charge	\$ 16,591.42
54151ECOM	Crown Castle Fiber, LLC	170320-DD	DDoS Defense 20Gbps	12 Month Term	Monthly Recurring Charge	\$ 5,424.61
54151ECOM	Crown Castle Fiber, LLC	170325-DD	DDoS Defense 25Gbps	12 Month Term	Monthly Recurring Charge	\$ 6,407.82
54151ECOM	Crown Castle Fiber, LLC	170330-DD	DDoS Defense 30Gbps	12 Month Term	Monthly Recurring Charge	\$ 7,648.70
54151ECOM	Crown Castle Fiber, LLC	170340-DD	DDoS Defense 40Gbps	12 Month Term	Monthly Recurring Charge	\$ 9,586.37
54151ECOM	Crown Castle Fiber, LLC	170350-DD	DDoS Defense 50Gbps	12 Month Term	Monthly Recurring Charge	\$ 11,263.99
54151ECOM	Crown Castle Fiber, LLC	170360-DD	DDoS Defense 60Gbps	12 Month Term	Monthly Recurring Charge	\$ 12,705.78
54151ECOM	Crown Castle Fiber, LLC	170370-DD	DDoS Defense 70Gbps	12 Month Term	Monthly Recurring Charge	\$ 13,934.01
54151ECOM	Crown Castle Fiber, LLC	170380-DD	DDoS Defense 80Gbps	12 Month Term	Monthly Recurring Charge	\$ 14,969.10
54151ECOM	Crown Castle Fiber, LLC	170390-DD	DDoS Defense 90Gbps	12 Month Term	Monthly Recurring Charge	\$ 15,829.83
54151ECOM	Crown Castle Fiber, LLC	1703100-DD	DDoS Defense 100Gbps	12 Month Term	Monthly Recurring Charge	\$ 16,533.37
54151ECOM	Crown Castle Fiber, LLC	170820-DD	DDoS Defense 20Gbps	36 Month Term	Monthly Recurring Charge	\$ 4,882.15
54151ECOM	Crown Castle Fiber, LLC	170825-DD	DDoS Defense 25Gbps	36 Month Term	Monthly Recurring Charge	\$ 5,767.04
54151ECOM	Crown Castle Fiber, LLC	170830-DD	DDoS Defense 30Gbps	36 Month Term	Monthly Recurring Charge	\$ 6,883.83
54151ECOM	Crown Castle Fiber, LLC	170840-DD	DDoS Defense 40Gbps	36 Month Term	Monthly Recurring Charge	\$ 8,627.74
54151ECOM	Crown Castle Fiber, LLC	170850-DD	DDoS Defense 50Gbps	36 Month Term	Monthly Recurring Charge	\$ 10,137.59
54151ECOM	Crown Castle Fiber, LLC	170860-DD	DDoS Defense 60Gbps	36 Month Term	Monthly Recurring Charge	\$ 11,435.20
54151ECOM	Crown Castle Fiber, LLC	170870-DD	DDoS Defense 70Gbps	36 Month Term	Monthly Recurring Charge	\$ 12,540.61
54151ECOM	Crown Castle Fiber, LLC	170880-DD	DDoS Defense 80Gbps	36 Month Term	Monthly Recurring Charge	\$ 13,472.19
54151ECOM	Crown Castle Fiber, LLC	170890-DD	DDoS Defense 90Gbps	36 Month Term	Monthly Recurring Charge	\$ 14,246.84
54151ECOM	Crown Castle Fiber, LLC	170895-DD	DDoS Defense 100Gbps	36 Month Term	Monthly Recurring Charge	\$ 14,880.04
54151ECOM	Crown Castle Fiber, LLC	171420-DD	DDoS Defense 20Gbps	60 Month Term	Monthly Recurring Charge	\$ 4,393.94

54151ECOM	Crown Castle Fiber, LLC	171425-DD	DDoS Defense 25Gbps	60 Month Term	Monthly Recurring Charge	\$ 5,190.34
54151ECOM	Crown Castle Fiber, LLC	171430-DD	DDoS Defense 30Gbps	60 Month Term	Monthly Recurring Charge	\$ 6,195.45
54151ECOM	Crown Castle Fiber, LLC	171440-DD	DDoS Defense 40Gbps	60 Month Term	Monthly Recurring Charge	\$ 7,764.96
54151ECOM	Crown Castle Fiber, LLC	171450-DD	DDoS Defense 50Gbps	60 Month Term	Monthly Recurring Charge	\$ 9,123.83
54151ECOM	Crown Castle Fiber, LLC	171460-DD	DDoS Defense 60Gbps	60 Month Term	Monthly Recurring Charge	\$ 10,291.68
54151ECOM	Crown Castle Fiber, LLC	171470-DD	DDoS Defense 70Gbps	60 Month Term	Monthly Recurring Charge	\$ 11,286.54
54151ECOM	Crown Castle Fiber, LLC	171480-DD	DDoS Defense 80Gbps	60 Month Term	Monthly Recurring Charge	\$ 12,124.97
54151ECOM	Crown Castle Fiber, LLC	171490-DD	DDoS Defense 90Gbps	60 Month Term	Monthly Recurring Charge	\$ 12,822.16
54151ECOM	Crown Castle Fiber, LLC	171491-DD	DDoS Defense 100Gbps	60 Month Term	Monthly Recurring Charge	\$ 13,392.03

GSA NEGOTIATED MASTER SERVICE AGREEMENT FOR SIN 54151ECOM



MASTER SERVICE AGREEMENT

CUSTOMER: _____

This **MASTER SERVICE AGREEMENT** is effective as of the last date of execution below ("Effective Date") by and between **LIGHTTOWER FIBER NETWORKS II, LLC** ("Provider"), and Customer (as named above). This Master Service Agreement, the General Terms and Conditions below, and any and all Supplements (as defined herein) and exhibits to this Master Service Agreement are collectively referred to as the "Agreement". Provider and Customer are collectively referred to as the "Parties" or individually as a "Party".

GENERAL TERMS AND CONDITIONS

1. SERVICES, SERVICE ORDERS, AND SUPPLEMENTS.

1.1 Services and Service Orders. This Agreement applies to each service provided by Provider to Customer (each a "Service"). Each Service will be specified in a service order executed by the Parties (each a "Service Order"). Standard terms of Purchase orders issued by Customer shall not be deemed to amend, modify or supplement this Agreement or any Service Order issued hereunder and shall not be legally binding on Provider unless otherwise agreed in writing by Provider. Specific, negotiated terms of purchase orders, however, shall amend, modify, or supplement, as applicable, this Agreement or any Service Order issued hereunder.

1.2 Supplements. From time to time, the Parties may execute one or more supplements to these General Terms and Conditions each containing additional terms and conditions applicable to specific types of Services (each a "Supplement"). Upon execution by the Parties, each such Supplement shall be incorporated into and subject to the terms and conditions set forth in this Master Service Agreement.

1.3 Provider Affiliates. At Provider's option, Services may be provided by Provider, or by an Affiliate of Provider. In addition, Service Orders may be executed by an Affiliate of Provider, and in such event, any and all references to "Provider" herein shall be deemed to be a reference to the applicable Affiliate of Provider that executed such Service Order. The term "Affiliate" as used hereunder shall mean, with respect to either Party, any entity controlled by, in control of, or under common control with such Party.

2. TERM.

2.1 Agreement Term. The term of this Agreement commences on the Effective Date, and continues through the later of (i) five (5) years from Effective Date, or (ii) latest expiration of active Service Orders, unless earlier terminated as provided herein.

2.2 Service Term. The term (each a "Service Term") for each Service begins on the Acceptance Date (as defined below) applicable to such Service, and remains in effect until the expiration of the initial Service Term specified in the applicable Service Order.

2.3 Acceptance Date. The "Acceptance Date" for each Service shall be the date on which Customer delivers a written Task Order to Provider. A "Defect" exists if the Service fails to perform materially in accordance with its technical specifications as set forth in the applicable Supplement ("Specifications"). Upon receipt of notice of a Defect, Provider and Customer shall work cooperatively to promptly remedy such Defect, and Provider shall deliver another Connection Notice, whereupon the process described in the first sentence of this Section shall apply again.

3. PAYMENT TERMS.

3.1 Charges. Provider will invoice Customer for any non-recurring charge ("NRC") associated with the Service upon or after execution of the applicable Service Order. The monthly-recurring charge ("MRC") to the extent permitted by law and regulation associated with the Service shall begin to accrue on the Acceptance Date of such Service. Provider will invoice Customer the MRC associated with the Service, and Provider will invoice Customer usage based charges (if any) associated with the Service in arrears. An MRC for a partial month will be pro-rated. Customer shall be responsible for payment of the MRC for the entire Service Term specified in the applicable Service Order, including termination liability as provided under FAR 52.241-10.

3.2 Payments; Late Payments. Customer shall pay each invoice within thirty (30) days of the date of the invoice (the "Due Date"), without setoff or deduction. Late payment interest shall be governed by 31 USC §3324 and 5 CFR §1315.

4. TAXES AND FEES. Provider shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to you or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3. Customer shall not be responsible for, and Taxes will not include, taxes on Provider's net income. Provider shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5. PROVIDER EQUIPMENT AND NETWORK; CUSTOMER EQUIPMENT.

5.1 Provider Equipment; Provider Network. The telecommunications devices, apparatus and associated equipment owned, leased, or otherwise obtained by Provider to provide Services (“Provider Equipment”) and Provider’s fiber optic cable network and associated optical/electronic equipment used to deliver Services, whether owned, leased or otherwise obtained by Provider (the “Provider Network”) shall remain the sole and exclusive property of Provider notwithstanding that it may be or become attached or affixed to real property, and nothing contained herein or in any Service Order grants or conveys to Customer any right, title or interest in any Provider Equipment or the Provider Network. Customer may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Provider Equipment or the Provider Network without the prior written consent of Provider. Customer may not cause any liens to be placed on any Provider Equipment or the Provider Network, and will cause any such liens to be removed within ten (10) days of Customer’s knowledge thereof. Nothing herein shall prevent Provider from using the Provider Network and Provider Equipment to provide service to other customers.

5.2 Extension of Network. To the extent a Service Order requires Provider to complete construction, extend the Provider Network and/or obtain additional Underlying Rights, Customer shall use commercially reasonable efforts to assist Provider in obtaining such Underlying Rights as necessary to provide the Service. Provider may, without liability to either Party, terminate a Service prior to delivery, if Provider encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible. Without limiting the foregoing, Provider shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Service installation or delivery date if such failure is caused, in whole or in part, by (i) excusable delays, as defined in Federal Acquisition Regulation (FAR) 52.212-4(f), (ii) failure to obtain, or delay in obtaining, any required Underlying Rights, (iii) construction delays, or (iv) any other circumstances beyond the control of Provider. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, building access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Provider Network and/or for Provider to provide a Service. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Services that are necessary for Provider to provide a Service. “Off-Net Services” shall mean any services provided by a third-party. “On-Net Services” shall mean Services that use transmission and related facilities owned and controlled by Provider.

5.3 Customer Equipment. Customer shall, at its own expense, procure any equipment necessary to implement or receive Service (“Customer Equipment”). Provider will have no obligation to install, maintain, or repair Customer Equipment. Promptly upon notice from Provider, Customer shall eliminate any hazard, interference or Service obstruction that any such Customer Equipment is causing or may cause as reasonably determined by Provider.

6. MAINTENANCE.

6.1 Scheduled Maintenance. Provider will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt Service between 12:00 midnight and 6:00 a.m. local time or, upon Customer’s reasonable request, at a time mutually agreed to by Customer and Provider. Provider will use commercially reasonable efforts to notify Customer of scheduled maintenance that is reasonably expected to interrupt Service via telephone or e-mail, no less than five (5) days prior to commencement of such maintenance activities. Customer shall provide a list of Customer contacts for maintenance and escalation purposes, which may be included on the Service Orders, and Customer shall provide updated lists to Provider, as necessary.

6.2 Emergency Maintenance. Provider may perform emergency maintenance in its reasonable discretion, subject to Government security requirements, with or without prior notice to Customer, to preserve the overall integrity of the Provider Network. Provider will notify Customer as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts a Service.

6.3 Service Issues. Customer may notify Provider’s Network Operating Center (“NOC”) of Service problems by telephone 888-LT-FIBER, or at the contacts listed in Provider’s Customer Support Information provided to Customer, which may be updated by Provider from time to time. If Provider dispatches a field technician to Customer or an end-user location and the problem is caused by (i) the Customer Equipment or any end-user’s equipment or (ii) any acts or omissions of Customer or its end user, or of any of its or their invitees, licensees, customers or contractors, Provider will invoice Customer for any and all previously agreed upon in writing associated time and materials at Provider’s GSA Schedule Pricelist rates.

7. IMPLEMENTATION REQUIREMENTS.

7.1 Access. Unless otherwise provided for in the applicable Service Order, Customer, at its own expense, shall secure throughout the Service Term any easements, leases, licenses or other agreements necessary to allow Provider to use pathways into and in each building at which Customer’s or its end-user’s premises is located, to the Demarcation Point. Such access rights shall grant to Provider the right to access such premises subject to Government security requirements twenty-four (24) hours a day, seven (7) days a week to install, maintain, repair, replace and remove any and all equipment, cables or other devices Provider deems necessary to provide the Service. Upon expiration or termination of the applicable Service Term, Customer shall grant Provider access to its premises as necessary to enable Provider to remove the Provider Equipment. Provider, its employees, contractors and agents shall have access to any Provider Equipment or facilities at a Customer or end user premises. Notwithstanding anything to the contrary herein, Provider shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Customer (including, but not limited to, the failure to provide Provider prompt access) and/or caused by any notice or access restrictions or requirements. “Demarcation Point” shall mean the network interface point where Provider hands off the Service to Customer. The Demarcation Point delineates where responsibility for the Parties’ respective

networks, equipment and/or maintenance obligations begin and end. Customer is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

7.2 Space and Power. Customer shall procure and make available to Provider, at Customer's locations and at end user locations where a Service is provided, at Customer's sole cost and expense, adequate space, AC power and HVAC for Provider Equipment.

7.3 Property Owner Not Liable. Neither Customer nor any of Customer's end-users shall have any recourse against any property owner or property manager of any premises to which any Service is delivered and/or at which Provider's Network or Equipment is located, as a result of or in reliance upon this Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Provider, nor shall Provider have any liability, for or on behalf of such property owner or property manager.

8. DEFAULT & REMEDIES

8.1 Disconnection Requests. Customer shall submit all requests for disconnection of Services in writing to Provider. Such disconnection effective date will be the later of (i) thirty (30) days from Provider's receipt of such disconnection request, or (ii) the date requested by Customer in the disconnection request. Each disconnection request must specify the Customer name and address, email address and telephone number of the person authorizing the disconnect, the circuit ID for the Service to which the disconnect request applies, the service type, and requested disconnection date. Upon termination of a Service, Provider shall have the right (but not the obligation) to act on behalf of and as agent for Customer to terminate all cross-connects relating to such Service, including cross-connects ordered by Customer. Upon request Customer shall confirm to the applicable supplier of the cross-connect(s) that Provider is authorized to terminate such cross-connects on Customer's behalf.

9. RESERVED.

10. LIMITATION OF LIABILITY; INDEMNIFICATION.

10.1. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICE OR ANY SERVICE ORDER, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S TOTAL LIABILITY TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) PROVEN DIRECT DAMAGES OR (B) THE AGGREGATE AMOUNT OF PAYMENTS MADE BY CUSTOMER TO PROVIDER FOR THE AFFECTED SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CIRCUMSTANCES GIVING RISE TO THE CLAIM OCCURRED. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING UNDERLYING SERVICE PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR SERVICES NOT PROVIDED BY PROVIDER. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM PROVIDER'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

10.2. Indemnification. Except to the extent of the other Party's negligence or willful misconduct, Provider shall indemnify, defend to the extent permitted under 28 U.S.C 516, release, and hold harmless the other Party, its Affiliates, directors, members, officers, employees, managers, agents, representatives, and contractors (collectively, "Indemnitees") from and against any third-party action, claim, suit, judgment, damage, demand, loss, or penalty, and any cost or expense associated therewith (including but not limited to reasonable attorneys' fees, expert fees and costs) (collectively, "Claims") imposed upon such Indemnitee(s) by reason of damage to real or tangible personal property or for bodily injury, including death, as a result of any act or omission on the part of the Provider in connection with the performance of this Agreement and to the extent permitted under 28 U.S.C. 516.

10.3. Indemnification Process. If Provider ("Indemnifying Party") is required to indemnify the Customer ("Indemnified Party") pursuant to Section 10.2, the Indemnified Party shall promptly notify the Indemnifying Party. Provider may intervene in the claim filed against the Customer through counsel of its choosing, at its own expense. The Indemnified Party will cooperate in the defense of the action as requested by the Indemnifying Party. The Indemnified Party may, but shall not be required to, participate in the defense of the action with its own counsel, at its own expense. The Indemnifying Party will assume the cost of the defense on behalf of the Indemnified Party and its Affiliates (other than the expense of Indemnified Party's counsel pursuant to the immediately preceding sentence) and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnified Party or its Affiliates in connection therewith, provided that the Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's written consent. Such indemnification shall be to the extent permitted under 28 U.S.C. 516.

11. REPRESENTATIONS AND WARRANTIES.

11.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND PROVIDER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-

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INFRINGEMENT, (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (iii) PERFORMANCE OR INTEROPERABILITY OF THE SERVICE WITH ANY CUSTOMER OR END-USER EQUIPMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY SERVICES PROVIDED BY OR FURNISHED BY ANY THIRD PARTY.

11.2 Each Party represents and warrants to the other that (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Services, and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

12. CONFIDENTIALITY; SERVICE MARKS; PUBLICITY.

12.1 Confidentiality. Neither Party, without the other Party's prior written consent, shall disclose to any third party, including but not limited to its customers or prospective customers, any information supplied to it relating to the disclosing Party, its Affiliates, and/or its customers by the other Party which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential ("Proprietary Information"). Proprietary Information shall not include any of the following: (i) information that has been, or is subsequently, made public by the disclosing Party; (ii) information that is independently developed by the receiving Party; and (iii) information that has been previously known by or disclosed to the receiving Party by a third party not bound by confidentiality restrictions. Neither Party shall permit any of its employees, Affiliates or representatives to disclose Proprietary Information to any third person, and it shall disclose Proprietary Information only to those of its employees, Affiliates, and representatives who have a need for it in connection with the use or provision of Services required to fulfill this Agreement. If a receiving Party is required by any governmental authority or by applicable law, including, but not limited to the Freedom of Information Act, 5 U.S.C. 552, to disclose any Proprietary Information, then to the extent permitted by applicable law, such receiving Party shall provide the disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or shall waive the receiving Party's compliance with the requirements of the foregoing sentence with respect to all or part of such Proprietary Information.

12.2 Service Marks, Trademarks and Publicity. Neither Party shall: (a) use the name, service mark, trademark, trade name, logo, or trade dress of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication, unless it obtains the other Party's prior written approval.

13. ASSIGNMENT. Neither Party will assign or transfer this Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld.

14. FORCE MAJEURE. Excusable delays shall be governed by FAR 52.212-4(f).

15. NOTICES. All notices, requests, or other communications (excluding invoices) shall be in writing and either transmitted via (i) overnight courier or hand delivery, (ii) certified or registered mail, postage prepaid and return receipt requested, or (iii) e-mail, with a requested delivery or read receipt, to the Parties at the following addresses. Notices shall be deemed delivered upon receipt.

Address for Customer Notices:

Address for Provider Notices:

Lightower Fiber Networks
80 Central Street
Boxborough, MA 01719
Attention: Chief Operating Officer
Email: jcampbell@lightower.com

With a copy to:

Lightower Fiber Networks
80 Central Street
Boxborough, MA 01719
Attention: General Counsel
Email: dmayer@lightower.com

A Party may change the address for notices by notice to the other Party provided pursuant to this Section 15.

16. MISCELLANEOUS

16.1 Governing Law. This Agreement shall be governed by the Federal laws of the United States without regard to its choice of law principles.

16.2 No Third-Party Beneficiaries. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns. It is the explicit intention of the Parties hereto that no person or entity other than the Parties (and, with respect to the provisions of Section 10, the Indemnitees) is or shall be entitled to any legal rights under this Agreement.

16.3 Relationship of the Parties. The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute or create a partnership, joint venture or similar relationship. Nothing in

this Agreement shall be construed to authorize either Party to represent the other Party for any purpose whatsoever without the prior written consent of such other Party.

16.4 Order of Precedence. If any conflict or contradiction exists between these general terms and conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of a Service Order, the terms of the Service Order will control. If any conflict or contradiction exists between these general terms and conditions and the terms of a Service Order, the terms of the Service Order will control.

16.5 Non-Exclusivity. This Agreement is non-exclusive. Both Parties may enter into similar arrangements with others, and Provider may, as part of its normal business undertakings, actively market its services to any person or entity anywhere in the world, including but not limited to in competition with Customer and/or Customer's end users.

16.6 Non-Waiver. The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, any Supplement or any Service Order, or the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provision, right or privilege hereunder.

16.7 Survival. The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination or early termination of this Agreement, including, without limitation, provisions for indemnification, confidentiality, and the making of payments due hereunder.

16.8 Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

16.9 Severability; Void or Illegal Provisions. If any part of this Agreement, Supplement or a Service Order shall be determined to be invalid or unenforceable by a Court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement or such Service Order. The remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties. The Parties will replace the severed provision with a provision that reflects the initial intention of the Parties.

16.10 Entire Agreement; Amendment. This Agreement, including all Supplements, Service Orders, exhibits and addenda attached hereto together with the underlying GSA Schedule Contract and Schedule Price List constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other prior negotiations, understandings and agreements, whether oral or written, with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties.

16.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully-executed electronic copies or facsimile copies of this Agreement and corresponding Service Orders are legally binding and shall act as originals for the purpose thereof.

The Parties have executed this Agreement as of the last date of execution below.

CUSTOMER:

By: _____

Print Name: _____

Title: _____

Date: _____

PROVIDER:

LIGHTOWER FIBER NETWORKS II, LLC

By: _____

Print Name: _____

Title: _____

Date: _____



WAVELENGTH SERVICES SUPPLEMENT TO THE MASTER SERVICE AGREEMENT CUSTOMER: _____

This Wavelength Services Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between **LIGHTTOWER FIBER NETWORKS II, LLC** (“Provider”) and Customer, and is hereby incorporated into and made a part of the **Master Service Agreement** between Customer and Provider (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Agreement.

1. SCOPE OF SUPPLEMENT

This Supplement applies to Wavelength Service as further defined in this Section.

1.1 “Wavelength Service” or “Service” means a telecommunications circuit enabled by wavelength division multiplexing (WDM) equipment. Wavelength Service may be ordered and provisioned either as On-Net Service or Off-Net Service. Wavelength Service includes, without limitation, the following types of Services:

- (a) ***Point to Point; DC to DC Connectivity-Inter Market; and DC to DC Connectivity-Intra Market:*** Dedicated circuit between two (2) Locations over a shared optical fiber infrastructure; or
- (b) ***Managed Private Optical Network (“MPON”):*** Dedicated circuit(s) between two (2) or more Locations over dedicated optical fiber infrastructure and dedicated Provider Equipment at each Location.

1.2 Protection Options.

Protecti on Option	Description	Minimum Location Requirements			
		Space	Power	Environmental Control	Back Up Power
Unprotected (Level A)					
1	Level A Service means the Service is provided over a single fiber path without protection. Level A Service consists of the following minimum requirements at each Location: (i) a single point of entry into the Location; (ii) one (1) Provider Equipment chassis; (iii) one (1) port; and (iv) a 2-fiber handoff to the Customer from the Provider Equipment.	(1)	(2)	(4)	Not applicable
Protection (Level AA)					
2	Level AA Service means the Service is provided over two (2) separate fiber paths, one of which is the working (primary) path and the other the protect (secondary) path. Provider is responsible for managing the Failover Switching between the working and protect paths. Level AA Service consists of the following minimum requirements at each Location: (i) a single point of entry into the Location; (ii) one (1) Provider Equipment chassis; (iii) one (1) port; and (iv) a 2-fiber handoff to the Customer from the Provider Equipment.	(1)	(2)	(4)	(6)
Protection (Level AAA)					
3	Level AAA Service means the Service is provided over two (2) wavelengths utilizing separate fiber paths, one of which is the working (primary) path and the other the protect (secondary) path. Failover Switching at each Location will be provided by Customer or by Provider as specified in the Service Order. Level AAA Service consist of the following minimum requirements at each Location: (i) two (2) separate points of entry into the Location; (ii) two (2) Provider Equipment chassis; (iii) one (1) line card per chassis; (iv) a 4-fiber handoff to the Customer from the Provider Equipment, with two fibers handed off from one of the Provider Equipment chassis and two fibers handed off from the other Provider Equipment chassis.	(1)	(3)	(5)	(7)

(1) Secure space for Provider Equipment at each Location with 24x7x365 access.

(2) Dedicated electrical circuit for Provider Equipment from the public utility. (i.e., the circuit has no other load from the Provider Equipment to a circuit breaker) at each Location.

(3) Redundant, dedicated electrical circuit at each Location from the public utility (i.e. each power circuit is fed from a different circuit breaker panel and has its own circuit breaker)

- (4) Substantially dust free with temperature control that maintains temperature between 50 and 80-deg F and humidity control that maintains relative humidity below 80%.
- (5) Substantially dust free with temperature control that maintains temperature between 60 and 80-deg F and humidity control that maintains relative humidity between 40% and 60%.
- (6) Provider (or Customer if the Parties agree) to install and maintain a minimum of four (4) hours of standby power.
- (7) Provider (or Customer if the Parties agree) to install and maintain a minimum of eight (8) hours of standby power and Customer shall provide emergency power generation.

2. ADDITIONAL DEFINITIONS

“Failover Switching” means the automatic restore and reroute of the Service to an alternate transmission path;

“Location” is an address where Provider will hand off Service to Customer;

“Service Credit” means a credit that Customer is eligible to receive if Provider fails to meet the Service levels set forth in Section 5.2 below;

“Service Outage” means a complete interruption of communications between any two (2) or more Locations;

3. SPECIFICATIONS

3.1 The Specifications applicable to Wavelength Services are as follows:

- ITU-T G.709, Interfaces for the Optical Transport Network (OTN)
- ITU-T G.693, Optical interfaces for intra-office systems
- ITU-T G.959.1, Optical transport network physical layer interfaces
- IEEE 802.3

4. INTERSTATE SERVICE; INCREMENTALLY DELIVERED SERVICES

4.1 Interstate Services. Customer acknowledges that Provider has no ability to determine whether the communications traffic carried via the Service is jurisdictionally interstate or intrastate. Unless otherwise stated in the applicable Service Order, Customer acknowledges and agrees that the communications traffic to be carried via the Provider Network shall be jurisdictionally interstate, pursuant to the Federal Communications Commission’s mixed-use “10% Rule” (47 CFR 36.154, 4 FCC Rcd. 1352).

4.2 Incrementally Delivered Services. Unless otherwise specified in a Service Order, if a Service consists of more than one segment, Provider may incrementally deliver individual segments, and billing for each segment shall commence upon delivery and acceptance of that segment. The Service Term for a multi-segment Service shall begin upon delivery of the first segment and end after the number of months specified in the Service Order have elapsed from delivery and acceptance of the final segment.

5. SERVICE LEVEL AGREEMENT

5.1 Service Outage. Subject to this Section 5, in the event of a Service Outage to any Service, Customer may be entitled to a Service Credit in accordance with the applicable Service Level Objective set forth in Section 5.2 below. A Service Outage shall be deemed to begin upon the earlier of Provider’s actual knowledge of the Service Outage or Provider’s receipt of notice from Customer of the Service Outage, and end when the Service is operational and in material conformance with the applicable Specifications. Notwithstanding anything to the contrary in this Supplement, the Agreement or any Service Order, in no event shall a Service Outage, defect or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Provider of this Supplement, the Agreement or any Service Order.

5.2 Service Level Objectives.

“Service Availability” means the percentage of time during a calendar month that a Service is available for use by Customer. Available for use is defined as the time during which there is no Service Outage.

Service Availability is calculated as follows:
$$\frac{43,200 - (\text{number of minutes of Service Outage during the calendar month})}{43,200} \text{ (number of minutes in a month)}$$

If the total minutes or hours of Service Outages in any month exceed the number of minutes or hours set forth in the table below, Customer shall be entitled to a Service Credit equal to the percentage of the Service MRC set forth in the following table:

Service Availability Objective		Measurement Timeframe	Service Credit	
			Cumulative Duration of Service Outage(s)	% of MRC
Level A				
1	99.9%	One Month	0 to 43.2 min.	0%
			>43.2 min. to 10 hrs.	5%
			>10 hrs. to 16 hrs.	10%
			>16 hrs. to 24 hrs.	20%
			>24 hrs. to 36hrs.	40%
			> 36 hrs.	50%

Level AA				
2	99.99%	One Month	0 to 4.32 mins.	0%
			>4.32 min. to 30 min.	5%
			>30 min. to 1 hr.	10%
			>1hrs. to 8 hrs.	20%
			>8 hrs. to 16 hrs.	30%
			>16 hrs. to 24 hrs.	40%
			>24 hrs.	50%
Level AAA				
3	99.999%	One Month	0 to 43 secs.	0%
			> 43secs. to 4 min.	5%
			>4 min. to 10 min.	10%
			>10 min. to 2 hrs.	20%
			>2 hrs to 8 hrs.	40%
			>8 hrs	50%

5.3 Service Credits. Service Credits hereunder are calculated as a percentage of the MRC set forth in the Service Order. If a Service consists of more than two (2) Locations, and hence more than one segment, and the segments experience different levels of Service Availability, then Service Credits shall be calculated separately with respect to each segment and shall be based on the MRC applicable to the particular segment. Service Credits shall be Customer's sole and exclusive remedy at law or in equity on account of any Service Outage and/or any other defect in Service. If an incident affects the performance of the Service and results in a period or periods of interruption, disruption, failure or degradation in Service, entitling Customer to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to credits under multiple service level standards for the same incident. Notwithstanding anything to the contrary herein, the above-stated Service Credits shall not apply to Off-Net Services, and in the event of a Service Outage or other failure of any Off-Net Service provided by Provider to Customer, Provider agrees to pass through a credit equal to the credit received by Provider from its underlying provider(s) for such Service Outage, in lieu of the above-stated Service Credits. In no event shall Service Credits in any month for any and all interruptions, disruptions, failures, and/or degradations in Service (including, without limitation, any Service Outage or failure to meet any objectives or parameters set forth in this Supplement) exceed fifty percent (50%) of the MRC for the affected Service for that month.

5.4 Service Credit Request. Customer must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Customer's right to the Service Credit. Failure to request a Service Credit within such period shall constitute a waiver of any claim for a Service Credit.

5.5 Events Excepted From Service Credit. Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Service Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Customer's (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Customer Equipment, end user equipment or Customer's vendor's equipment;
- c. Failure of electrical power not provided by Provider;
- d. Election by Customer, after requested by Provider, not to release the Service for testing and repair;
- e. Provider's inability to obtain access required to remedy a defect in Service;
- f. Scheduled maintenance periods;
- g. Scheduled upgrade of Service at the request of Customer;
- h. Excusable Delay, as defined in Federal Acquisition Regulation 52.212-4(f);
- i. Disconnection or suspension of the Service by Provider pursuant to a right provided under this Agreement; and/or
- j. Provider's inability to repair due to utility safety restrictions.

The Parties have executed this Supplement as of the last date of execution below.

CUSTOMER:

By: _____

Print Name: _____

Title: _____

Date: _____

PROVIDER:

LIGHTTOWER FIBER NETWORKS II, LLC

By: _____

Print Name: _____

Title: _____

Date: _____



ETHERNET SERVICES SUPPLEMENT TO THE MASTER SERVICE AGREEMENT CUSTOMER: _____

This Ethernet Services Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between **LIGHTTOWER FIBER NETWORKS II, LLC** (“Provider”) and Customer, and is hereby incorporated into and made a part of the **Master Service Agreement** between Customer and Provider (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Agreement.

1. SCOPE OF SUPPLEMENT

This Supplement applies to Ethernet Services as defined herein.

1.1 “Ethernet Service” or “Service” means a method of switched communication between or among two or more Locations using the Ethernet protocol defined by IEEE 802.3. Ethernet Services may be ordered and provisioned either as On-Net Services or Off-Net Services. Ethernet Service includes, without limitation, the following types of Services:

- (a) **E-Line**: a port-based service providing dedicated UNIs for point to point connections. E-Line supports a single EVC between two (2) UNIs.
- (b) **Ethernet Virtual Private Line (EVPL)**: a VLAN based service providing multiplexed UNIs allowing multiple EVCs per UNI.
- (c) **Ethernet LAN (E-LAN)**: a VLAN based meshed service providing many-to-many services with dedicated or service-multiplexed UNIs. E-LAN supports transparent LAN service and multipoint Layer 2 VPNs.
- (d) **Metro-E Advanced Private Line**: a dedicated point-to-point switched Ethernet service provided within a metro area over dedicated fiber transport.
- (e) **ENNI (External Network to Network Interface)**: an interconnection point between the Provider and Customer Ethernet networks as defined in MEF Specification 26.

1.2 “Class of Service” or “CoS”: Provider offers CoS with Ethernet Service. CoS enables Customer to differentiate traffic by assigning Bandwidth with various classes of network priority designated by Customer. If Customer elects CoS, (i) Customer’s traffic must be marked by Customer in accordance with Provider’s available classes of network priority, and (ii) Customer traffic will be prioritized in accordance with the assigned network priority. If Customer does not elect CoS, Customer’s traffic will be treated with the default network priority level. Provider offers the following classes of CoS ranging from highest to lowest in terms of network priority:

Mission Critical
Business Critical

Business Priority
Standard Default class for all Ethernet Services.

1.3 Protection Options.

Protection Option	Description	Minimum Location Requirements			
		Space	Power	Environmental Control	Back Up Power
Unprotected (Level A Access)					
1	Level A Access means the access portion of the Service (i.e. the segments from the last Provider Network switching hub (or for Metro-E Advanced Private Line the lateral segments from the Provider Network backbone) to the point of entry of the Location) is provided over a single fiber path without protection. Level A Access consists of the following minimum requirements at each Location: (i) a single point of entry into the Location; (ii) one (1) Provider Equipment chassis; (iii) one (1) port; and (iv) a 2-fiber handoff to the Customer from the Provider Equipment.	(1)	(2)	(4)	Not applicable

Optical Protection (Level AA Access)				
2	Level AA Access means the access portion of the Service (i.e. the segments from the last Provider Network switching hub to the point of entry of the Location) is provided over two (2) separate fiber paths, one of which is the working (primary) path and the other the protect (secondary) path. Provider is responsible for managing the Failover Switching at each Location. Level AA Service consists of the following minimum requirements at each Location: (i) a single point of entry into the Location; (ii) one (1) Provider Equipment chassis; (iii) one (1) port; and (iv) a 2-fiber handoff to the Customer from the Provider Equipment.	(1)	(2)	(4) (6)
Dual Path Protection (Level AAA)				
3	Level AAA Access means the access portion of Service (i.e. the segments from the last Provider Network switching hub to the point of entry of the Location) is provided over two (2) separate fiber paths, one of which is the working (primary) path and the other the protect (secondary) path. Failover Switching at each Location will be provided by Customer or by Provider as specified in the Service Order. Level AAA Service consist of the following minimum requirements at each Location: (i) two (2) separate points of entry into the Location; (ii) two (2) Provider Equipment chassis; (iii) one (1) line card per chassis; (iv) 4-fiber handoff to the Customer from the Provider Equipment, with two fibers handed off from one of the Provider Equipment chassis and two fibers handed off from the other Provider Equipment chassis; and (v) Customer Equipment must have dual-card redundancy (i.e., separate cards, one for one of the 2-fiber handoffs and the other for the second 2-fiber handoff).	(1)	(3)	(5) (7)

(1) Secure space for Provider Equipment at each Location with 24x7x365 access.

(2) Dedicated electrical circuit for Provider Equipment (i.e. the circuit has no other load from the Provider Equipment to a circuit breaker) at each Location from the public utility.

(3) Redundant, dedicated electrical circuit at each Location from the public utility (i.e. each power circuit is fed from a different circuit breaker panel and has its own circuit breaker).

(4) Substantially dust free with temperature control that maintains temperature between 50 and 80-deg F and humidity control that maintains relative humidity below 80%.

(5) Substantially dust free with temperature control that maintains temperature between 60 and 80-deg F and humidity control that maintains relative humidity between 40% and 60%.

(6) Provider (or Customer if the Parties agree) to install and maintain a minimum of four (4) hours of standby power.

(7) Provider (or Customer if the Parties agree) to install and maintain a minimum of eight (8) hours of standby power and Customer shall provide emergency power generation.

2. ADDITIONAL DEFINITIONS

“Bandwidth” or “BW” means the amount of data (quantified as “Mbps” or “Gbps”) made available to Customer.

“Ethernet Virtual Connection” or “EVC” is a logical connection between two or more UNIs.

“Failover Switching” means the automatic restore and reroute of a Service to an alternate transmission path.

“Location” is an address wherein Provider will hand off Service to Customer.

“Service Credit” means a credit that Customer is eligible to receive if Provider fails to meet the Service levels set forth in Section 5.2 below,

“Service Outage” means a complete interruption of communications between any two (2) or more Locations.

“User Network Interface” or “UNI” means the interface used to interconnect Customer to the Provider Network which provides a reference point for demarcation between the Customer’s network and the Provider Network.

“Virtual Local Area Network” or “VLAN” means a data communication network, configured using the IEEE 802.1q standard, that logically interconnects computers and network devices, allowing a group of hosts to communicate, regardless of Location, as if they were attached to the same physical media.

“VPN” means a virtual private network.

3. SPECIFICATIONS

3.1 The Specifications applicable to Ethernet Services are as follows:

Technical Specifications:

- IEEE 802.3

4. USE OF SERVICE

4.1 Interstate Services. Customer acknowledges that Provider has no ability to determine whether the communications traffic carried via the Service is jurisdictionally interstate or intrastate. Unless otherwise stated in the applicable Service Order, Customer acknowledges and agrees that the communications traffic to be carried via the Provider Network shall be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed-use "10% Rule" (47 CFR 36.154, 4 FCC Rcd. 1352).

5. SERVICE LEVEL AGREEMENT

5.1 Service Outage. Subject to this Section 5, in the event of a Service Outage to any Service or a failure to meet any performance parameters set forth in Section 5.2 B, C or D below, Customer may be entitled to a Service Credit in accordance with the applicable Service Level Objective set forth in section 5.2 below. A Service Outage shall be deemed to begin upon the earlier of Provider's actual knowledge of the Service Outage or Provider's receipt of notice from Customer of the Service Outage, and end when the Service is operational and in material conformance with the applicable Specifications, as documented by Provider's records. Notwithstanding anything to the contrary in this Supplement, the Agreement or any Service Order, in no event shall a Service Outage, defect or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Provider of this Supplement, the Agreement or any Service Order.

5.2 Service Level Objectives.

A. Service Availability

"Service Availability" refers to the percentage of time during a calendar month that a Service is available for use by Customer. Available for use is defined as the time during which there is no Service Outage.

Service Availability is calculated as follows = $\frac{43,200 - (\text{number of minutes of Service Outage during the calendar month})}{43,200}$

If Service Availability in any month exceeds the number of minutes or hours set forth in the table below, Customer shall be entitled to a Service Credit equal to the percentage of the Service MRC set forth in the following table:

Service Level		Availability Objective	Measurement Timeframe	Service Credit	
				Cumulative Duration of Service Outage(s)	% of MRC
On-Net Service - Level A Access					
1	Service Availability	99.9%	One Month	0 to 43.2 mins.	0%
				>43.2 mins. to 10 hrs.	5%
				>10 hrs. to 16 hrs.	10%
				>16 hrs. to 24 hrs.	20%
				>24 hrs. to 36hrs.	40%
				> 36 hrs.	50%
On-Net Service - Level AA Access					
2	Service Availability	99.99%	One Month	0 to 4.32 mins.	0%
				>4.32 mins. to 30 mins.	5%
				>30 mins to 1 hr.	10%
				>1hrs. to 8 hrs.	20%
				>8 hrs. to 16 hrs.	30%
				>16 hrs. to 24 hrs.	40%
>24 hrs.	50%				
On-Net Service - Level AAA Access					
3	Service Availability	99.999%	One Month	0 to 43 secs.	0%
				> 43secs. to 4 mins.	5%
				>4 mins. to 10 mins.	10%
				>10 mins. to 2 hrs.	20%
				>2 hrs to 8 hrs.	40%
				>8 hrs	50%

B. Network Latency

“Network Latency” is the average round-trip transmission time (in milliseconds) for packets to travel on the Provider Network (including, but not limited to, link insertion delays, propagation delays and queuing delays in the Provider Network). Network Latency is determined by Provider by averaging sample measurements taken each calendar month between Provider’s designated points of presence.

If Network Latency in any month exceeds the number of milliseconds set forth in the table below and such failure is service-impacting, Customer shall be entitled to a Service Credit equal to the percentage of the Service MRC set forth in the following table:

NETWORK LATENCY				
	CoS Designation - % of MRC			
Domestic US	Standard	Business Priority	Business Critical	Mission Critical
45ms or less	No Credit	No Credit	No Credit	No Credit
>45ms to 50ms	No Credit	No Credit	No Credit	10%
>50ms to 65ms	No Credit	No Credit	10%	20%
>65ms to 70ms	No Credit	10%	20%	30%
>70ms	10%	20%	30%	50%

C. Frame Delivery Rate (Packet Delivery)

“Frame Delivery Rate” is the ratio of performance test frames successfully received from Provider Network relative to the number of performance test frames offered to Provider Network. Frame Delivery Rate is determined by Provider by averaging sample measurements taken each calendar month between Provider’s designated points of presence.

If Frame Delivery Rate in any month is less than the percentages set forth in the left column of the table below and such failure is service-impacting, Customer shall be entitled to a Service Credit equal to the percentage of the Service MRC set forth in the following table:

FRAME DELIVERY RATE				
	CoS Designation - % of MRC			
Domestic US	Standard	Business Priority	Business Critical	Mission Critical
99.999% or greater	No Credit	No Credit	No Credit	No Credit
99.99% to 99.998%	No Credit	No Credit	No Credit	10%
99.9% to 99.98%	No Credit	No Credit	10%	20%
99% to 99.8%	No Credit	10%	20%	30%
Less than 99%	10%	20%	30%	50%

D. Frame Delay Variation (Jitter)

“Frame Delay Variation”, also known as packet jitter, is a measurement of the average variation (measured in milliseconds) in the time delay for packet transfers between two performance test frames. Frame Delay Variation is determined by Provider by averaging sample measurements taken each calendar month between designated points of presence.

If Frame Delay Variation in any month exceeds the number of milliseconds set forth in the table below and such failure is service-impacting, Customer shall be entitled to a Service Credit equal to the percentage of the Service MRC set forth in the following table:

FRAME DELAY VARIATION				
	CoS Designation - % of MRC			
Domestic US	Standard	Business Priority	Business Critical	Mission Critical
2ms or less	No Credit	No Credit	No Credit	No Credit
>2ms to 3ms	No Credit	No Credit	No Credit	10%
>3ms to 4ms	No Credit	10%	15%	30%
>4ms	10%	20%	30%	50%

5.3 Service Credits. Service Credits hereunder are calculated as a percentage of the MRC set forth in the Service Order. Service Credits issued to Customer hereunder shall be Customer's sole and exclusive remedy at law or in equity on account of any Service Outage and/or failure to meet any objectives or parameters (including, without limitation, Network Latency, Frame Delivery Rate (Packet Delivery) or Frame Delay Variation (Jitter)) set forth in this Supplement. If an incident affects the performance of the Service and results in a period or periods of interruption, disruption, failure or degradation in Service, entitling Customer to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to credits under multiple service level standards for the same incident. Notwithstanding anything to the contrary herein, the above-stated Service Credits shall not apply to Off-Net Services; in the event of a Service Outage or other failure of any Off-Net Service provided by Provider to Customer, Provider agrees to pass through a credit equal to the credit received by Provider from its underlying provider(s) for such Service Outage, in lieu of the above-stated Service Credits. In no event shall Service Credits in any month for any and all interruptions, disruptions, failures, and/or degradations in Service (including, without limitation, any Service Outages or failure to meet any Network Latency, Frame Delivery Rate (Packet Loss), Frame Delay Variation (Jitter) or other objectives or parameters set forth in this Supplement) exceed fifty percent (50%) of the MRC for the affected Service for that month.

5.4 Service Credit Request. Customer must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Customer's right to the Service Credit. Failure to request a Service Credit within such period shall constitute a waiver of any claim for a Service Credit.

5.5 Events Excepted From Service Credit. Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Service Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Customer's (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Customer Equipment, end user equipment or Customer's vendor's equipment;
- c. Failure of electrical power not provided by Provider;
- d. Election by Customer, after requested by Provider, not to release the Service for testing and repair;
- e. Provider's inability to obtain access required to remedy a defect in Service;
- f. Scheduled maintenance periods;
- g. Scheduled upgrade of Service at the request of Customer;
- h. Excusable Delay, as defined in Federal Acquisition Regulation 52.212-4(f);
- i. Disconnection or suspension of the Service by Provider pursuant to a right provided under this Agreement; and/or
- j. Provider's inability to repair due to utility safety restrictions.

The Parties have executed this Supplement as of the last date of execution below.

CUSTOMER:

PROVIDER:

LIGHTOWER FIBER NETWORKS II, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



INTERNET SERVICES SUPPLEMENT TO THE MASTER SERVICE AGREEMENT CUSTOMER: _____

This Internet Services Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between **LIGHTTOWER FIBER NETWORKS II, LLC** (“Provider”) and Customer, and is hereby incorporated into and made a part of the **Master Service Agreement** between the Parties (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Master Service Agreement.

1. SCOPE OF SUPPLEMENT

This Supplement applies to Internet Services. This Supplement shall not apply to the transport (e.g. Ethernet, SONET, wavelength and other so-called “lit” transport services), dark fiber, or colocation Services.

2. ADDITIONAL TERMS

The following additional terms and conditions shall apply to the provision of such Internet Services.

“Access Port”: The port on Provider’s handoff utilizing IP Core Network equipment which is the point of attachment and entry into the IP Core Network service.

“Bandwidth” or “BW” means the amount of data (quantified as “Mbps” or “Gbps”) made available to Customer.

“Internet Services” or “Service”: The Internet connectivity and Bandwidth provisioned by Provider to Customer pursuant to a Service Order.

“IP Core Network”: Any Layer-3 equipment owned and operated by Provider that is managed in strict accordance with defined Provider Network Operations’ parameters.

“Latency”: The round-trip time it takes for a packet to travel between the IP Core Network and Access Port.

“Network Availability”: A period of time during which Customer port(s) are able to transmit and receive IP Packets to/from the On-Net IP Core Network.

“Network Unavailability”: A period of time during which (i) the Access Port(s) cannot exchange packets with the IP Core Network, and (ii) periods referred to in Sections 5.2.4 and 5.4.4 below.

“On-Net”: For purposes of this Supplement and any Internet Service, On-Net is defined as residing within Provider’s IP Core Network only.

“Packet Delivery”: The successful bi-directional delivery of packets between the IP Core Network and Access Port.

“Throughput”: The maximum transmission rate at which packets, inclusive of calculated protocol overhead, can be successfully delivered between the IP Core Network and the Access Port.

3. SPECIFICATIONS

Provider’s target Network Availability and performance objectives for the duration of each calendar month in a year shall be as follows:

Metric	Goal (Monthly Average)	Description
IP Core Network Network Availability	99.99%	Less than 4.5 minutes total Network Unavailability per calendar month
IP Core Network Latency	< 30ms	Less than 30 milliseconds round-trip latency
IP Core Network Packet Delivery	≥ 99.9%	Less than 0.1% packet loss
IP Core Network Throughput	≥ 95%	Greater than or equal to 95% of Bandwidth as defined in the Service Order

4. USE OF SERVICE

4.1 The Internet Service provides IP transit service via Provider’s ASN (autonomous systems number) 46887 and 21687 Network to the public Internet. The Provider’s ASN 46887 and 21687 Network is comprised of equipment and wiring located in the Provider’s IP Core Network.

- 4.2 The Service is configured at designated speeds on a port(s) on the Provider's handoff utilizing IP Core Network equipment. This Access Port(s) shall be the point of demarcation for purposes of the applicable Service and for purposes of measurements in connection with said Service. The selected speed of service, physical handoff type on the Customer Premise Equipment ("CPE") to the Customer, pricing and length of the initial Service Term shall be set out in the individual Service Order.
- 4.3 Customer shall utilize the Service(s) in compliance with all applicable international, federal, state and local laws and regulations, as well as abide by Provider's Acceptable Use Policy attached hereto as Exhibit A.,.
- 4.4 To the extent applicable, Customer acknowledges that Provider has no ability to determine whether the communications traffic carried via the Service is jurisdictionally interstate or intrastate. Unless otherwise stated in the applicable Service Order, Customer acknowledges and agrees that the communications traffic to be carried via the Provider Network shall be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed-use "10% Rule" (47 CFR 36.154, 4 FCC Rcd. 1352).
- 4.5 Upon expiration or termination of a Service for any reason, Customer agrees to return to Provider any IP addresses or address blocks assigned to Customer by Provider.

5. SERVICE LEVEL AGREEMENT

5.1 Network Unavailability. Subject to this Section 5, in the event of Network Unavailability to any Internet Service, Customer may be entitled to a credit (a "Service Credit") in accordance with the applicable Service Level Objective set forth below in this Section 5.1. Network Unavailability shall be deemed to begin upon the earlier of Provider's actual knowledge of the Network Unavailability or Provider's receipt of notice from Customer of the Network Unavailability, and end when the Service is operational such that the Service is again able to transmit and receive packets to/from the IP Core Network and Access Port or Ports, as documented by Provider's records. Where Customer provides its own local access circuits, any periods of Network Unavailability caused by failure of such local access circuits shall be excluded from any calculation of Network Unavailability. Notwithstanding anything to the contrary in this Supplement, in the Agreement or in any Service Order, in no event shall any Network Unavailability or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Provider of this Supplement, the Agreement or any Service Order.

Duration of Network Unavailability	Service Credit
Up to 45 Minutes	No credit
> 45 Minutes to Four Hours	10% of applicable MRC
> Four Hours to Eight Hours	20% of applicable MRC
> Eight Hours to Twelve Hours	40% of applicable MRC
> Twelve Hours to Twenty-Four Hours	50% of applicable MRC
> Twenty-Four Hours	100% of applicable MRC

5.2 Latency

5.2.1 Parameter. Provider shall use commercially reasonable efforts to maintain a monthly average Latency less than 30 milliseconds measured within the IP Core Network to the Access Port. Traffic traversing the public Internet is not subject or applicable to this Section 5 or this Supplement.

5.2.2 Measurement. Latency is measured between the IP Core Network and Access Port and does not apply to local access circuits. Latency is measured using Provider's network management systems or testing hardware. Provider's network management systems or testing hardware shall be the sole and conclusive source of measurements for the purposes of measuring Latency. Performance measurements will be accomplished using Y.1731, its logical equivalent, and/or through the use of industry standard dedicated test sets, as elected by the Provider at its sole discretion. Specifically, the Provider places severe limitations on response packets sent using the ICMP Echo protocol, such as ping and traceroute; times returned by those two programs while traversing core network equipment are known to be misleading and will not be used for performance measurements. Upon request, Provider will provide copies of measurements and tests performed for the purposes of determining credits to Customer hereunder.

5.2.3 Service Credit. If monthly average Latency exceeds the parameters set forth in Section 5.2.1, Customer shall be entitled to a Service Credit of ten percent (10%) of the applicable MRC.

5.2.4 Excessive Service Degradation. If, at any time, the Service experiences Latency greater than 35 milliseconds for a sustained period of two hours or more, the time for which that Latency is experienced shall be considered a period of Network Unavailability, entitling Customer to the applicable Service Credit under Section 5.1, in lieu of a Service Credit under Section 5.2.3.

5.3 Packet Delivery

5.3.1 Parameter. Provider shall use commercially reasonable efforts to maintain a monthly average Packet Delivery of no less than ninety-nine point nine percent (99.9%).

5.3.2 Rate Shaping: Services delivered over fixed rate interfaces as defined in the applicable specifications and in the situation where the contracted Service level is lower than the physical interface speed, rate enforcement will be done by the application of 'rate shaping' which involves random packet discard. Packets discarded in this fashion are not subject to this Section 5 or this Supplement.

5.3.3 Service Credit. If monthly average Packet Delivery fails to meet the parameters set forth in Section 5.3.1, Customer shall be entitled to a Service Credit of ten percent (10%) of the applicable MRC.

5.4 Throughput

5.4.1 Parameter. Provider shall use commercially reasonable efforts to maintain a monthly average Throughput at no less than ninety-five percent (95%) of Bandwidth set forth in the Service Order.

5.4.2 Measurement. Throughput is measured at Provider's demarcation device at the Customer's premises using industry standard tests and Provider network based throughput beacons. Only measurements by dedicated test sets are used for measuring the parameters set forth in this Section 5.4 and this Supplement.

5.4.3 Service Credit. If, at any time, the Service experiences Throughput below the ninety-five percent (95%) monthly average set forth in Section 5.4.1, Customer shall be entitled to a Service Credit of ten percent (10%) of the applicable MRC.

5.4.4 Excessive Service Degradation: If, at any time, the Service experiences Throughput below ninety-five percent (95%) for a sustained period of two hours or more, the period for which such reduced Throughput is experienced shall be considered a period of Network Unavailability, entitling Customer to the applicable Service Credit under Section 5.1, in lieu of a Service Credit under Section 5.4.3.

5.5 Service Credits. Service Credits hereunder are calculated as a percentage of the MRC set forth in the Service Order, and may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Customer by Provider. Service Credits hereunder may be paid only once per any given billing cycle. Service Credits issued to Customer hereunder shall be Customer's sole and exclusive remedy at law or in equity on account of any Network Unavailability and/or failure to meet any objectives or parameters set forth in this Supplement. Notwithstanding anything to the contrary herein, the above-stated Service Credits shall not apply to Off-Net Services, and in the event of any Network Unavailability or failure to meet any objectives or parameters of any Off-Net Service provided by Provider to Customer, Provider agrees to pass through a credit equal to the credit received by Provider from its underlying provider(s) for such Network Unavailability, in lieu of the above-stated Service Credits. In no event shall Provider's total liability for any and all interruptions, disruptions, failures, and/or degradations in Service (including, without limitation, any Network Unavailability or failure to meet any objectives or parameters set forth in this Supplement) exceed one hundred percent (100%) of the MRC for the affected Service.

5.6 Service Credit Request. Customer must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Customer's right to request the Service Credit. Failure to request an allowance within such period shall constitute a waiver of any claim for a Service Credit.

5.7 Multiple Applicable Service Standards. If an incident affects the performance of the Service and results in a period or periods of interruption, disruption, failure or degradation in Service, entitling Customer to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to credits under multiple service level standards for the same incident.

5.8 Events Excepted From Service Credit. Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Network Unavailability, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Customer's (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Customer Equipment, End User equipment or Customer's vendor's equipment;
- c. Failure of electrical power not provided by Provider;
- d. Election by Customer, after requested by Provider, not to release the Service for testing and repair;
- e. Provider's inability to obtain access required to remedy a defect in Service;
- f. Scheduled maintenance and emergency maintenance periods;
- g. Scheduled upgrade of Service at the request of Customer;
- h. Excusable Delay, as defined in Federal Acquisition Regulation 52.212-4(f);
- i. Disconnection or suspension of the Service by Provider pursuant to a right provided under this Agreement; and/or
- j. Provider's inability to repair due to utility safety restrictions.

5.9 Disclaimer of Third Party Actions. At times, actions or inactions caused by third parties (e.g. denial of service attacks) can produce situations in which Customer connections to the Internet (or portions thereof) may be impaired or disrupted. Provider cannot guarantee that such situations will not occur, and accordingly Provider disclaims any and all liability resulting from or related to such events. In the event that Customer's use of the Service or such third parties is causing harm to the Network or its operations, Provider shall have the right to suspend the Service. Provider shall restore the Service at such time as it reasonably deems that there is no further harm or threat to the Provider network or its operations. This Section 5 shall apply only to Service that is provisioned on the IP Core Network.

The Parties have executed this Supplement as of the last date of execution below.

CUSTOMER:

By: _____

Print Name: _____

Title: _____

Date: _____

PROVIDER:

LIGHTOWER FIBER NETWORKS II, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A – ACCEPTABLE USE POLICY

INTRODUCTION AND SCOPE

General:

This Acceptable Use Policy (“AUP”) sets forth acceptable practices relating to the use of Lighttower Fiber Networks’ (“Lighttower”) Internet services and corresponding network, equipment and facilities (collectively “Services”). All customers of Lighttower are required to comply with this AUP. Additionally, all users who gain access to the Lighttower Network and/or Lighttower’s Services through Lighttower’s customers must comply with this AUP. Lighttower’s customers and any user gaining access to the Internet through Lighttower’s customers are collectively referred to herein as “Customers,” “Users” or “you.” Lighttower’s customers who provide services to end users are responsible for such end users’ compliance with the terms of this AUP and must take steps to ensure compliance by their users with this AUP. By using or accessing Lighttower’s Services, Customers agree to be bound by the terms of this AUP. Lighttower reserves the right to amend this AUP from time to time and will notify Customers by posting a revised copy of the AUP on the Lighttower website at: <http://www.lighttower.com/acceptable-use-policy>. Customers are responsible for monitoring this website for changes. Use of the Lighttower Network and/or Services after changes to the AUP are posted on the website shall be deemed to constitute Customers’ acceptance of such new or additional terms of the AUP. Lighttower Network includes, without limitation, Lighttower’s constructed or leased transmission network, including all equipment, systems, facilities, services and products incorporated or used in such transmission network.

Conformance with Policies of Other ISPs:

In situations where data communications are carried across networks of other Internet Service Providers (ISPs), users of the Lighttower Network must also conform to the applicable acceptable use policies of such other ISPs.

Responsibilities of Lighttower:

Lighttower does not monitor, verify, warrant, or vouch for the accuracy or quality of the information that Users may acquire over the Internet. For this reason, Users must exercise their best judgment in relying on information obtained from the Internet. Because Lighttower does not monitor or censor the Internet, and will not attempt to do so, Lighttower cannot accept any responsibility for injury to its Customers that results from inaccurate, unsuitable, offensive, or illegal Internet communications. Lighttower does not review, edit, censor, or take responsibility for any information its Users may create on the Internet. While Lighttower does not control or monitor the content of online communications, Lighttower may block access to content that it deems to be in violation of the AUP or that it otherwise deems to be unlawful, harmful or offensive, in its reasonable discretion.

Lighttower will not intentionally monitor private electronic mail messages sent or received by its Customers unless required to do so by law, governmental authority, or when public safety is at stake. Lighttower may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Use of the Lighttower Services by Customers constitutes Customer’s authorization to Lighttower to monitor its Services consistent with the foregoing sentence.

Lighttower will cooperate with appropriate law enforcement agencies in investigating claims of illegal or inappropriate activity. Lighttower may disclose information, including but not limited to, information concerning a User, a transmission made using the Lighttower Network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. Lighttower assumes no obligation to inform the User that User-specific information has been provided to any person or entity. Lighttower may disclose User information or information transmitted over the Lighttower Network where necessary to protect Lighttower and others from harm, or where such disclosure is necessary to the proper operation of the system. In instances involving child pornography, Lighttower complies with all applicable federal and state laws including providing notice to the National Center for Missing and Exploited Children or other designated agencies.

Because the Internet is an inherently open and insecure means of communications, any data or information a user transmits over the Internet may be susceptible to interception and alteration. Lighttower makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information a user transmits via the service or over the Internet, including any data or information transmitted via any server designated as “secure.” Accordingly, Lighttower urges its Customers to take appropriate measures to safeguard their Internet communications.

Responsibilities of Users: Users shall be solely responsible for any material that they maintain, transmit, download, view, post, distribute, or otherwise access or make available using the Services. Users are entirely responsible for maintaining the confidentiality of password and account information, as well as the security of their network. Customers agree to immediately notify Lighttower of any unauthorized use of their account or any other breach of security. If you become aware of any violation of this AUP by any person, including users that have accessed the Service through your account, you are required to notify Lighttower. Users are responsible for notifying Lighttower immediately if they become aware of an impending event that may negatively impact the Lighttower Network. When Users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Users violate this AUP when they engage in any activity that violates applicable law, including but not limited to, the following prohibited activities:

Spamming: — Sending unsolicited bulk and/or commercial messages over the Internet (known as “spamming”) is prohibited. This includes receiving replies from unsolicited e-mails (i.e., “drop-box” accounts) or configuring any e-mail server in such a way that it will accept third-party e-mails for forwarding (i.e., “open mail relay”). Bulk e-mail may only be sent to recipients who have expressly requested receipt of such e-mail messages through a “verified opt-in” process. Users that send bulk e-mail messages must maintain complete and accurate records of all e-mail subscription requests (verified opt-ins), specifically including the e-mail and associated headers sent by every subscriber, and shall immediately provide Lighttower with such records upon request. If a site has roaming users who wish to use a common mail server, the mail server must be configured to require user identification and authorization. Users are also prohibited from using the service of another provider to send spam in order to promote a site hosted on or connected to the Services. Users shall not use the Services in order to send e-mail messages that are 1) excessive and/or intended to harass or annoy others, 2) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, 3) send e-mails with forged TCP/IP packet header information, or 4) send malicious e-mail, including, without limitation, “mailbombing”. Customers may not advertise, distribute, or use software intended to facilitate sending “opt-out” email or harvest e-mail addresses from the Internet for that purpose. In addition, Customers may not sell or distribute lists of harvested email addresses for the purpose of “opt-out” e-mail.

Intellectual Property Violations — Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities is prohibited. Also, engaging in activity that violates privacy, publicity, or other personal rights of others is prohibited. Lighttower is required by law to remove or block access to Customer content upon receipt of a proper notice of copyright infringement (see Digital Millennium Copyright Act Policy below). It is Lighttower’s policy to terminate the privileges of Users who commit repeat violations of copyright laws.

Obscene Speech or Materials — Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. Using the Lighttower Network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material is prohibited. Lighttower does not prohibit any material allowed by law or protected by the First Amendment to the United States Constitution. Lighttower is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through the Lighttower Network.

Defamatory or Abusive Language – Using the Lighttower Network as a means to transmit or post defamatory, harassing, abusive, or threatening language is prohibited.

Forging of Headers or Content — Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message and forging or misrepresenting any data with false or misleading content is prohibited.

Illegal or Unauthorized Access to Other Computers or Networks — Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual’s system (known as “hacking”) is prohibited. Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity) is prohibited. Attempting to disrupt, degrade, impair, or violate the integrity or security of the Services or the Lighttower Network or the computers, services, accounts or networks of any other party (i.e., “denial of service” attacks, etc.), including any activity that typically precedes attempts to breach security such as scanning, probing, or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of Lighttower IP space is prohibited. Executing any form of network monitoring (i.e., using a packet sniffer) or otherwise engaging in any monitoring or interception of data not intended for the User without authorization is prohibited. Also, attempting to circumvent Customer authentication or security of any hosts, network, or account (“cracking”) without authorization is prohibited.

Exploitation of Vulnerabilities in Hardware or Software for Malicious purposes –Exploitation of scripts presented on web pages (i.e. forms for answering questions or entering data) is prohibited. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Lighttower Network or any connected network, system, service, or equipment by utilizing programs, scripts, or commands to abuse a website (i.e., DDOS, SYN Floods or similar attacks) are prohibited

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities — Sending Internet viruses, worms, Trojan horses, flooding, mail bombing, or denial of service attacks, or distributing information regarding the creation of such viruses, worms, etc. for reasons other than mitigation or prevention is prohibited. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment is prohibited. Transmitting, distributing or storing information or material that, as reasonably determined by Lighttower, is threatening, abusive, violates the privacy of others, or which violates any applicable law or regulation, that is harmful to or interferes with Lighttower’s provision of Services, the Lighttower Network, or any third party’s network, equipment, applications, services or websites, that is fraudulent or contains false, deceptive or misleading statements, claims or representations (i.e., “phishing”), and deceptive marketing practices including without limitation, practices that violate the United States Federal Trade Commission’s guidelines for proper online marketing schemes is prohibited.

Facilitating a Violation of this AUP — Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software is prohibited.

Export Control Violations – Exporting encryption software over the Internet or otherwise in violation of ITAR, to points outside the United States is prohibited.

Phishing — Simulating communications from and/or to a website or other service of another entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service is prohibited.

Pharming — Using malware, DNS cache poisoning or other means to redirect a user to a website or other service that simulates a service offered by a legitimate entity in order to collect identity information, authentication credentials, or other information from the legitimate users of that entity's service is prohibited.

Servers and Proxies — Customers may not run on Lightower's servers any program which makes a service or resource available to others, including but not limited to, port redirectors, proxy servers, chat servers, MUDs, file servers, and IRC bots. Customers are responsible for the security of their own networks and equipment.

Other Illegal Activities — Engaging in activities that are determined to be illegal, including advertising, transmitting, pyramid schemes, fraudulently charging credit cards, and pirating software is prohibited.

Other Activities – Engaging in activities, whether lawful or unlawful, that Lightower determines to be harmful to its Customers, operations, reputation, goodwill, or Customer relations is prohibited. Violating any specific instructions given by Lightower for reasons of health, safety or quality of any other telecommunications services provided by Lightower or by reason of the need for technical compatibility of equipment attached to the Lightower Network or which materially affects the quality of any telecommunications services provided by Lightower is prohibited. Also, attempting to circumvent or alter the process or procedures to measure time, bandwidth utilization, or other methods to document "use" of Lightower's products and services is prohibited. Any other inappropriate activity or abuse of service (as determined by Lightower in its sole discretion) whether or not specifically listed in this AUP, may result in suspension or termination of the User's access to or use of the Services. The above listing of prohibited activities is not exhaustive, and Lightower reserves the right to determine that any conduct that is or could be harmful to the Lightower Network, Lightower's Customers or Internet users is in violation of this AUP and to exercise any or all of the remedies contained in this AUP.

Responsibilities of Resellers and Downstream Service Providers:

Some users may be Customers of Internet Service Providers (ISPs) that receive Internet connectivity through Lightower. Such ISPs (also known as resellers or downstream service providers) are responsible for informing their customers of this AUP and for enforcing its restrictions with regard to its customers' actions. Complaints about customers of any such reseller or downstream service provider shall be forwarded to such reseller or downstream service provider for resolution. If at any time Lightower determines that such reseller or downstream service provider is not taking appropriate action in accordance with this AUP, Lightower shall work with such reseller or downstream service provider to review their policies and enforcement procedures. If the reseller or downstream service provider continues to fail to take appropriate action, Lightower will take any action, as it deems appropriate, up to and including termination of the Services.

Additional Terms and Conditions:

The use of the Lightower Network by a Customer is subject to the terms and conditions of any agreements entered into by such Customer with Lightower. This AUP is incorporated into such agreements by reference.

COMPLAINTS/VIOLATIONS OF AUP

Any complaints regarding prohibited use or other abuse of the Lightower Network, including violations of this AUP, should be sent to Lightower at abuse@lightower.com. Please include all applicable information that will assist Lightower in investigating the complaint.

Customers permitted to resell IP service under the applicable Customer agreement must affirmatively and contractually pass on the restrictions of this AUP to its users, and take steps to ensure compliance by their users with this AUP, including without limitation, termination of the user for violations of this AUP.

Lightower shall not be required to determine the validity of complaints received, or of information obtained from anti-spamming organizations, before taking action under this AUP. A complaint from the recipient of commercial email, whether received directly or through an anti-spamming organization, shall be evidence that the message was unsolicited. Lightower has no obligation to forward the complaint to the user or to identify the complaining parties.

CONSEQUENCES OF NON-COMPLIANCE

Users shall cooperate with Lightower in investigating and correcting any alleged violations of this AUP. Users agree to promptly investigate all complaints and take all necessary actions to remedy any violations of this AUP. Lightower may inform the complainant that you are

investigating the complaint and may provide the complainant with the necessary information to contact you directly to resolve the complaint. You shall identify a representative for the purposes of receiving such communications.

Violation of this AUP is strictly prohibited. Lightower has absolute discretion in determining whether a Customer's activities or use of Lightower's services are in violation of this AUP. Lightower expressly reserves the right, at its discretion, to pursue any remedies that it believes are warranted which may include, but are not limited to, the issuance of written or verbal warnings, filtering, blocking, suspending, or terminating accounts, billing Customer for administrative costs and/or reactivation charges or bringing legal action to enjoin violations and/or to collect damages, if any, caused by Customer violations. Such actions may be taken by Lightower without notice to Customer. Lightower maintains the right to terminate Customers' Service that violates this AUP. Upon such a termination of Service pursuant to this AUP, Customers will remain financially responsible for any early termination fees that apply. Before taking such action, Lightower shall notify Customer in writing and afford Customer a reasonable opportunity to remedy the alleged failure to comply with the AUP, provided only that no cure or notice period shall be required where the failure to so comply represents, in Lightower's sole opinion, an immediate and material threat to the integrity or security of the Lightower Network or to the services Lightower provides to others using the Lightower Network. In such circumstances, Lightower shall provide Customer with notice of the Service suspension at the same time as such suspension, or as soon afterwards as is reasonably practical. In the case of repeat violations of the same offense, no additional cure period will be afforded.

Lightower expects that Customers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. Customers' failure to comply with those laws will violate Lightower's AUP. Finally, by using the Lightower Network, Users agree to indemnify Lightower for any violation of this AUP, law, or Lightower policy that results in loss to Lightower or the bringing of any claim against Lightower by any third-party. That is, if Lightower is sued because of a User's activity, the User will pay any damages awarded against Lightower, plus costs and reasonable attorneys' fees.

DIGITAL MILLENNIUM COPYRIGHT ACT POLICY

Lightower will respond expeditiously to process and investigate notices of alleged infringement and will take appropriate actions in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, when it is under its control, Lightower will remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will remove or disable access to any reference or link to material or activity that is claimed to be infringing. Lightower will terminate access for Customers who are repeat infringers. Customers permitted to resell IP service under the applicable Customer agreement must adopt and implement a DMCA policy that reserves the necessary rights to remove or disable infringing material. If you believe that a copyrighted work has been copied and is accessible on our site in a way that constitutes copyright infringement, you may notify us by providing our designated agent with the information required by Section 512(c)(3) of the DMCA (17 USCA 512). Notices of claimed infringement should be directed to: George Salimbis, Assistant General Counsel, Lightower Fiber Networks, 80 Central Street, Boxborough, MA 01719 or gsalimbis@lightower.com.

When Lightower disables access to any material claimed to be infringing, Lightower may attempt to contact the Customer who has posted such material in order to give that Customer an opportunity to respond to the notification. Any and all counter notifications submitted by the Customer will be furnished to the complaining party. Lightower will give the complaining party an opportunity to seek judicial relief in accordance with the DMCA before Lightower replaces or restores access to any material as a result of any counter notification.



DARK FIBER SERVICES SUPPLEMENT TO THE MASTER SERVICE AGREEMENT CUSTOMER: _____

This Dark Fiber Services Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between **LIGHTOWER FIBER NETWORKS II, LLC** (“Provider”) and Customer, and is hereby incorporated into and made a part of the **Master Service Agreement** between the Parties (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Master Service Agreement.

1. SCOPE OF SUPPLEMENT

This Supplement applies to dark fiber Services. This Supplement shall not apply to the transport (e.g. Ethernet, SONET, wavelength and other so-called “lit” transport services), Internet, or colocation Services.

2. ADDITIONAL TERMS

The following additional terms and conditions shall apply to the provision of such dark fiber Services.

“Cable”: Fiber optic cable with fiber optic filaments contained in any suitable jacketing or sheath that is already in place, or is yet to be installed, and to which Provider will have access by ownership, lease, right to use, or otherwise.

“Cable Accessories”: The attachment and suspension hardware, splice closures and other components necessary for the placement of the Cable either underground or overhead or for the continuity of the fiber filaments.

“Customer Fibers” or “Service”: The Fibers that are licensed to Customer under a Service Order.

“Customer System”: The fiber optic system owned or controlled by the Customer on the Premise Side of the Point of Demarcation including, without limitation, all associated Customer Equipment.

“Fibers”: The fiber optic filaments contained in the Cable.

“Lateral”: Fiber connecting a Route to a building entrance through conduit or overhead drops to a point within the building agreed upon by Provider and Customer, provided that such building is directly off a Route.

“Network Side”: The side of the Point of Demarcation on which the Cable is located prior to termination, for which Provider is responsible, as contemplated in the Agreement and any corresponding Service Order.

“Premise Side”: The side of the Point of Demarcation on which the Customer Equipment and/or a third party’s equipment is located after the termination of the Cable, for which Customer is responsible, as contemplated in the Agreement and any corresponding Service Order.

“Provider Fibers”: All fibers in the Cable in which Provider retains ownership and/or the right to use, other than those specifically licensed for use by Customer hereunder.

“Route”: The geographic path along which the Cable and Customer Fibers are located.

“Route Segment”: A portion of the Route between any two points, including, without limitation, a portion of the Route comprising a Lateral.

3. FIBER SPECIFICATIONS; LATERALS

3.1 Cable Design and Construction.

Laterals. In the event a Service Order provides for Lateral(s), Provider shall construct (if necessary) and install such Lateral(s), and Customer shall only have the right to use the Fibers in such Lateral(s) designated as Customer Fibers, and the remaining fiber optic filaments within the Lateral Cable shall be designated as Provider Fibers. For each Lateral, Customer shall pay a charge as agreed upon by Provider and Customer and specified in the applicable Service Order. Provider shall have the right to install (in addition to the Customer Fibers) any number and type of fibers on, along, or in each such Lateral for any purpose, including, without limitation, leasing or licensing such fibers to any third party or parties. Provider’s installation of such Lateral(s) shall be subject to the receipt of any required regulatory approvals and Underlying Rights.

3.2 Specifications. The Specifications applicable to the Services are set forth in the attached **Exhibit A**, incorporated herein by reference.

4. USE OF SERVICE

4.1 License. Subject to the terms and conditions set forth in the Agreement and an applicable Service Order for dark fiber, Provider will grant to Customer a license to use such fiber optic filaments within the Cable designated as Customer Fibers; the number, identity, type, and location of Customer Fibers shall be as set forth in a Service Order(s). Customer shall only have the right to use the Fibers designated as Customer Fibers, and the remaining fiber optic filaments within the Cable shall be designated as Provider Fibers. Customer acknowledges and agrees that Provider may not be the owner of the Fibers but may instead lease, license, or acquire a right to use such Fibers from a third party together with the right to sub-lease Fibers to Provider's customers.

4.2 Limitations on Rights and Obligations. In addition to, and not in limitation of, any limitations set forth in the Agreement, the Parties agree that:

4.2.1 Use by Customer. Customer shall exercise its rights hereunder in accordance with the terms set forth herein and applicable international, state, local and federal laws and regulations.

4.2.2 Use by Provider. Nothing herein shall be construed as limiting or restricting Provider or its Affiliates in any manner from using its or their own cables, fibers, or any other facilities, easements and/or rights of way for the installation of additional fiber optic cables, for use as telecommunications facilities, or for any other purpose.

4.2.3 Subordination. Customer understands and agrees that Provider's ability to grant Customer the license to use the Customer Fibers pursuant to this Agreement, and to attach, install, construct, operate, and maintain the Provider Network and Customer Fibers, is at all times subject and subordinate to, and limited by, the Underlying Rights, applicable laws, rules, ordinances, codes, and regulations. By virtue of the Agreement, Customer shall only have the license to use the Customer Fibers or related facilities, expressly granted herein, and, in no event, shall such license be construed to be greater than the Underlying Rights to use such Customer Fibers. Provider shall not be liable for any acts or omissions by Provider, its employees or affiliates that interfere with or otherwise affect Customer's use of the Customer Fibers to the extent such acts or omissions are required by the Underlying Rights, including, without limitation acts or omissions that deny the use of, alter or remove the Cable and Cable Accessories.

4.2.4 Sublicensing. Customer shall not assign, transfer, lease, sublease, license, sub-license, or otherwise grant a right to use, the Customer Fibers to any third party without the prior written consent of Provider.

4.3. Relocation of Fibers.

4.3.1 Relocation Requested By Customer. Customer may request relocation, replacement, or rebuild of the Customer Fibers, subject to Provider's approval, the execution of a Service Order and Customer's payment to Provider of all costs and expenses associated with any such relocation, replacement or rebuild, including overhead costs and markups. No relocation or replacement of the Cable, Cable Accessories or related facilities shall be performed without the prior written agreement of Provider, which shall be in Provider's sole discretion.

4.3.2 Required Relocation. In the event that Provider is required by any underlying service provider, public authorities, or lawful order or decree of a regulatory agency or court or any other reason beyond Provider's reasonable control, to relocate or modify any or all Cable on the Route upon which the Customer Fibers are located, Provider's costs for any such work shall be shared on a pro rata basis with Customer. Provider shall not be responsible for the costs of, nor shall it be liable for, the removal, relocation or replacement of any Customer Equipment or other Customer property on the Premise Side of the Point of Demarcation. If the relocation or replacement of the Cable is requested or caused by a third party, Provider shall attempt to obtain reimbursement of Provider's costs from said third party. Notice to Customer will be provided as soon as reasonably practicable. Neither Provider nor any of its affiliates or agents shall incur liability for any outage, disruption, degradation, interference, or interruption of any Service in connection with any such removal or relocation. Provider and Customer shall cooperate in performing such relocation or modifications so as to minimize any interference with the use of the Customer Fibers and the Cable and to avoid conflicting physically or otherwise interfering with joint users of the Cable, Cable Accessories or any other property impacted by the installation, construction, maintenance or use of the Cable, to the extent reasonably possible. Any such relocation shall be accomplished consistently with the Technical Specifications.

4.3.3 Return of Removed Equipment. In the event Provider must remove any Customer Equipment or other property of Customer, Provider will deliver to Customer the Customer Equipment or property so removed. Provider shall use reasonable care when removing, storing and delivering such Customer Equipment, but shall not be liable for any damage so long as such reasonable care is used.

5. TERMINATION AND CONDEMNATION

5.1 Reversion of Rights. Customer's right to use the Customer Fibers shall revert to Provider upon termination of the Agreement or the applicable Service Order, or with the termination of any Route Segment with respect to any Fibers within that Route Segment.

5.2 Termination of Route Segment. In addition to, and not in limitation of, any rights set forth in the Agreement, any Route Segment or other Service may be terminated:

(a) by Provider, without liability (unless due to a default by Provider under any applicable Underlying Rights agreement), upon reasonable notice to Customer, to the extent Provider is no longer authorized under the Underlying Rights to install, construct, maintain, operate, or convey the license to use the Cable or Cable Accessories within the Route Segment or other property as contemplated by the Agreement.

(b) by Provider, without liability, upon reasonable notice to Customer, in the event that the Cable, Cable Accessories or other property have become damaged such that the Provider reasonably determines that the Cable, Cable Accessories or other property cannot reasonably be replaced or repaired.

5.2.1 Alternate Route Segments. If a Route Segment is terminated pursuant to Section 5.2, Provider shall make reasonable efforts to find alternate capacity or facilities owned or controlled by Provider to meet Customer's needs, but, under no circumstances shall Provider be obligated to contract for or to construct new facilities, or otherwise incur any additional cost or expenses, to replace the Cable or Customer Fibers on the Route Segments terminated under Section 5.2.

5.3 Condemnation Proceedings/Termination Rights. Upon its receipt of a formal notice of condemnation or taking, Provider shall notify Customer of any condemnation proceeding filed against the Customer Fibers. If at any time during the Service Term, all or any significant portion of the Cable is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain and, after exercise of the Parties' commercially prudent efforts, the Cable cannot be relocated pursuant to Section 4.3 herein, either Party may elect to terminate the impacted Service upon giving the other thirty (30) days prior written notice. If the applicable Service is terminated in accordance with this section, the applicable Service shall be deemed canceled and neither Party shall have any further obligations to the other, except that both Parties shall be entitled to participate in any condemnation proceedings to seek to obtain compensation via separate awards for the economic value of their respective interest in the Cable.

6. FEES

Customer shall pay the fees set forth in Service Orders executed hereunder. .

7. SERVICE LEVEL AGREEMENT

7.1 MTTR Objectives.

7.1.1 Mean Time to Respond. "Mean Time to Respond" is the average time required for Provider to begin troubleshooting a reported failure. The Mean Time to Respond objective is two (2) hours from Provider's receipt of notice of such failure.

7.1.2 Mean Time to Repair. "Mean Time to Repair" is the average time required to restore Service to an operational condition as defined herein. The Mean Time to Repair objective is eight (8) hours from Provider's receipt of notice of such failure.

7.2 Service Outage. Subject to this Section 7, in the event of a Service Outage to any dark fiber Service and Provider fails to repair such Service Outage within twenty-four hours of notice from Customer of such Service Outage ("Repair Window"), Customer may be entitled to a credit ("Service Credit") of 1/30th of the MRC applicable to the affected Service for each consecutive 24-hour period of the Service Outage after said Repair Window. A "Service Outage" is a complete disruption of a dark fiber Service under this Supplement, or a material degradation of such Service below the applicable Specifications, such that Customer is unable to utilize the Service for its intended purpose as contemplated hereunder. A Service Outage shall be deemed to begin upon the earlier of Provider's actual knowledge of the Service Outage or Provider's receipt of notice from Customer of the Service Outage, and end when the Service is operational and in material conformance with the applicable Specifications, as documented by Provider's records. Notwithstanding anything to the contrary in this Supplement, in the Agreement or in any Service Order, in no event shall a Service Outage or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Provider of this Supplement, the Agreement or any Service Order.

7.3 Service Credits. The number of minutes of separate and discrete Service Outages will not be accumulated to determine the percentage of Service Credit. Service Credits hereunder are calculated as a percentage of the MRC set forth in the Service Order, and may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Customer by Provider. Service Credits issued to Customer hereunder shall be Customer's sole and exclusive remedy at law or in equity on account of any Service Outage and/or failure to meet any objectives or parameters set forth in this Supplement. Notwithstanding anything to the contrary herein, the above-stated Service Credits shall not apply to Off-Net Services, and in the event of a Service Outage or other failure of any Off-Net Service provided by Provider to Customer, Provider agrees to pass through a credit equal to the credit received by Provider from its underlying provider(s) for such Service Outage, in lieu of the above-stated Service Credits. In no event shall Provider's total liability for any and all interruptions, disruptions, failures, and/or degradations in Service (including, without limitation, any Service Outage or failure to meet any objectives or parameters set forth in this Supplement) exceed one hundred percent (100%) of the MRC for the affected Service.

7.4 Service Credit Request. Customer must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Customer's right to request the Service Credit. Failure to request an allowance within such period shall constitute a waiver of any claim for a Service Credit.

7.5 Multiple Applicable Service Standards. If an incident affects the performance of the Service and results in a period or periods of interruption, disruption, failure or degradation in Service, entitling Customer to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to credits under multiple service level standards for the same incident.

7.6 Events Excepted From Service Credit. Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Service Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Customer's (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Customer Equipment, End User equipment or Customer's vendor's equipment;
- c. Failure of electrical power not provided by Provider;
- d. Election by Customer, after requested by Provider, not to release the Service for testing and repair;
- e. Provider's inability to obtain access required to remedy a defect in Service;
- f. Scheduled maintenance periods;
- g. Scheduled upgrade of Service at the request of Customer;
- h. Excusable Delay, as defined in Federal Acquisition Regulation 52.212-4(f);
- i. Disconnection or suspension of the Service by Provider pursuant to a right provided under this Agreement; and/or
- j. Provider's inability to repair due to utility safety restrictions.

The Parties have executed this Supplement as of the last date of execution below.

CUSTOMER:

PROVIDER:

LIGHTOWER FIBER NETWORKS II, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Fiber Specifications

- 1. Type and Constitution.** Single-mode Fibers are made of high grade doped silica core surrounded by a silica cladding; and coated with a dual layer, UV-cured acrylic-based coating.

Properties	Units	Single Mode	Single Mode Enhanced	MetroCor	NZDSF
<u>Glass Geometry</u>					
Mode Field Diameter at 1310 nm	(μm)	9.2 ± 0.4	9.2 ± 0.4	N/A	N/A
Mode Field Diameter at 1550 nm	(μm)	10.4 ± 0.8	10.4 ± 0.8	8.1 ± 0.5	9.2 ± 0.8
<u>Fiber Attenuation (Loose Tube/Ribbon)</u>					
Maximum value at 1310 nm	(dB/km)	0.35/0.40	0.35/0.40	0.5	N/A
Maximum value at 1550 nm	(dB/km)	0.25/0.30	0.25/0.30	0.25/0.30	0.25/0.30
<u>Polarization Mode Dispersion (PMD)</u>					
Max. Ind. Fiber PMD @ 1550 nm	(ps/ $\sqrt{\text{km}}$)	≤ 0.2	≤ 0.2	≤ 0.2	≤ 0.2
PMD Link Value	(ps/ $\sqrt{\text{km}}$)	≤ 0.1	≤ 0.1	≤ 0.1	≤ 0.1

2. Splicing Requirements

- (a) Bi-directional splice value (“Splice Value”) ≤ 0.20 dB at 1550 nm. In exceptional cases, a Splice Value may be accepted if its value is higher than 0.20 dB at 1550 nm. An exception case is, for instance, when three (3) re-trials of a splice cannot improve the Splice Value. The Splice Value will be given by the equation:

$$\frac{(\text{Splice attenuation from A to B}) + (\text{Splice attenuation from B to A})}{2}$$

- (b) Splice attenuation average (“Splice Attenuation Average”) ≤ 0.15 dB at 1550 nm. The Splice Attenuation Average is given by:

$$\frac{\sum \text{Splice Values}}{\text{Number of splices in the Route Segment}}$$

- (c) It is recognized by the Parties that due to the use of ribbon fiber optic cable on some of the segments, the Splice Value of individual splices may exceed 0.20 dB. However, the Splice Attenuation Average for any Route Segment as designated in (b) above shall supersede all other splicing requirements in cases where Splice Values that 0.20 dB exist.

3. Connectors

- (a) Maximum Unitary ODF/S Connector (1 connector + 1 adapter + 1 connector)
 (b) Maximum Connector/pigtail loss. The attenuation contribution of each pigtail with associated connector is considered to be 1.0 dB, comprised of 0.8 dB connector loss and 0.20 dB splice loss (pigtail to cable splice).
 (c) Minimum connector return loss: 40dB at 1550 nm.



COLOCATION SERVICES SUPPLEMENT TO THE MASTER SERVICE AGREEMENT CUSTOMER: _____

This Colocation Services Supplement ("Supplement") is effective as of the last date of execution below ("Supplement Effective Date") by and between **LIGHTOWER FIBER NETWORKS II, LLC** ("Provider") and Customer, and is hereby incorporated into and made a part of the **Master Service Agreement** between the Parties (the "Agreement"). Unless otherwise defined herein, capitalized terms in this Supplement shall have the given in the Master Service Agreement.

1. SCOPE OF SUPPLEMENT

This Supplement applies to colocation Services. This Supplement shall not apply to the transport (e.g. Ethernet, SONET, wavelength and other so-called "lit" transport services), Internet, or dark fiber Services.

2. ADDITIONAL TERMS

The following additional terms and conditions shall apply to the provision of such colocation Services.

"Colocation Services" or "Services": The provision of Site Space and any other services (e.g. power or cross-connections) provided by Provider to Customer in the Site Space.

"Colocation Service Outage": The period when UPS power licensed by Customer from Provider under a Service Order in the applicable Site Space is unavailable to Customer (provided that the primary and redundant feeds are both unavailable at the time in question), as measured at the point where Provider delivers the UPS power to Customer.

"Site": The specified premises listed in the applicable Service Order at which Provider provides floor space or rack arrangements dedicated to Customer Equipment.

"Site Landlord": The landlord or lessor of a particular Site.

"Site Lease": The applicable underlying lease agreement for a particular Site.

"Site Space": The floor, cabinet, cage or rack space dedicated to Customer Equipment at a specific Site.

3. USE OF SERVICE

3.1 License. Subject to the terms and conditions set forth in the Agreement, pursuant to a Service Order for colocation Services Provider will grant to Customer a license to occupy and use the Site Space, and any power, cabling and connectivity (if any) identified in the applicable Service Order. Customer acknowledges that the licensing of a given Site Space under the Agreement does not grant any real property interest in such Site Space or in the building in which such Site Space is located. Customer's occupancy of the Site Space located within a Site shall be subject and subordinate to the terms and conditions of the Site Lease applicable to such Site, including provisions regarding condemnation, damage to premises, and termination of such Site Lease.

3.2 Use of Site Space. Except as otherwise provided in this Supplement, each Site Space is delivered in its current condition ("as is" and "where is"), and Customer acknowledges that it has inspected the same and found each to be satisfactory. Provider makes no warranty with respect to title, condition, safety or fitness of the Site Space, and Customer shall use the Site Space at its sole risk. Customer shall use the Site Space only for the purpose of placing, operating and maintaining Customer Equipment. Customer shall exercise its rights hereunder in accordance with the terms set forth herein and applicable international, federal, state and local laws and regulations. Nothing herein shall be construed as limiting or restricting Provider in any manner from using the Site, Provider's cages, cabinets, racks, cables, power and/or other facilities and equipment for any purpose. Customer agrees that it will not permit any Site Space to be used by anyone other than Customer or its authorized agents without the prior written consent of Provider. Provider agrees that it will not permit the applicable Site Space to be used by anyone other than Customer or its authorized agents without the prior written consent of Customer; provided, however, Provider shall not be restricted in sub-leasing or licensing other portions of the applicable Site to other third parties without the prior written consent of Customer. Customer shall not make any alterations to the Site Space except for the installation, operation and maintenance of Customer Equipment. Customer shall properly maintain the Site Space and keep the Site free of any debris, waste or other obstructions.

3.3 Access to Site Space. Customer shall be permitted access to the Site Space at all times subject to (i) Provider's rules and policies concerning authorized access to the Site and the presentation of appropriate identification, (ii) the Site Landlord's rules and regulations, (iii) such other restrictions on access as may be set forth in the applicable Service Order. Provider shall have no liability for Customer's inability to gain access to the Site Space.

3.4 Installation. Customer is responsible for all aspects of installation and removal of Customer Equipment, unless otherwise agreed in writing by the Parties. Customer will install Customer's Equipment in the Site Space only after obtaining authorization from Provider. Customer shall give Provider at least ten (10) days' notice prior to commencing installation, and installation and testing shall at all times be under the direct supervision of an authorized employee or agent of Provider ("Escort"). If Customer uses an agent or other third party to deliver, install, or remove Customer's Equipment, then Customer will be solely responsible for the acts of such agent/third party. Customer shall engineer, furnish, install, and test, at its sole cost and expense, all of Customer Equipment in accordance with the plans and specifications approved in advance by Provider. All Customer Equipment shall be clearly labeled as such, and Customer shall be responsible for removal of all installation material, for daily clean-up of the Site Space during installation, and for a final clean up after completion of installation.

3.5 Rules and Regulations. Colocation Services shall be in accordance with the terms specified in an applicable Service Order and shall be governed by Provider's Colocation Rules and Regulations, which is attached hereto as **Exhibit A** and is incorporated herein by reference, and which may be amended by Provider. Moreover, Customer agrees to be subject to, and comply with, all building rules, regulations, and similar requirements imposed by the Site Landlord, and not to take any action to cause a breach of the terms of such Site Lease.

3.6 Power. Unless specified otherwise in the applicable Service Order, Provider shall not have any obligation to provide the applicable Site Space with, and it shall be Customer's responsibility to provide or install, to the extent that it determines necessary, surge protection devices, power performance monitoring devices or other electrical safety devices to protect Customer Equipment.

3.7 Customer Equipment. Customer shall, at its own cost and expense, maintain all Customer Equipment at such Site Space in good repair, condition and working order, and shall provide or arrange for all parts, mechanisms, devices and servicing required therefor. Customer shall be responsible for any repairs to or servicing of such Customer Equipment, and for any maintenance/service agreement that may cover such Customer Equipment. Except in the case of an emergency, Provider shall not relocate, move, alter, or disturb any Customer Equipment at any Site Space without the prior written consent of Customer, such consent not to be unreasonably withheld, denied, conditioned, or delayed. Any Customer Equipment not removed from the Site Space within two business (2) days of the expiration or termination of the applicable Service Order shall be assumed abandoned and Provider, or, if applicable, such Site Landlord, may dispose of such Customer Equipment as Provider or Site Landlord deems appropriate, in its sole discretion, and Customer shall be invoiced for any expenses previously agreed upon in writing that are associated with such disposal.

3.8 Relocation. Provider may require Customer to move any Customer Equipment located in a Site Space. In such event, Provider shall, to the extent reasonably possible (with consideration, if applicable, to what notice Provider may have received from the applicable Site Landlord), provide Customer with sufficient prior written notice to permit Customer to take any actions necessary to plan for any potential service interruptions and will provide the location of the new floor space/rack arrangement to be dedicated to Customer Equipment. Provider shall invoice Customer for costs and expenses previously agreed upon in writing that are incurred as a result of Customer Equipment relocation.

3.9 Interference. Customer agrees that its use of any applicable Site Space shall not interfere with Provider's use of the Site. Provider may suspend the provision of Service to Customer in the event that Customer or Customer Equipment interferes with Provider's operation or maintenance of the Site or with one or more of Provider's other customers' use thereof, and within a reasonable time, not to exceed one (1) hour after being notified by e-mail or phone, Customer fails to cease such interference. In the event that Provider suspends Service hereunder, Provider will resume the discontinued Service as soon as reasonably practicable after it is reasonably satisfied that Customer has cured the interference. Except as otherwise provided, Provider agrees to use commercially reasonable efforts to ensure that Customer's use of such Site Space is not unreasonably interfered with by Provider, its employees, agents or other customers, and/or the Site Landlord of any Site.

3.10 Cross Connections. Customer may not run cables or wires of any kind from the Site Space to any other location in the Site without the prior written approval of Provider pursuant to a Service Order describing the cross-connect and the charges applicable thereto. Customer may not allow any carriers or other person to gain access to the Site or the Site Space. Provider shall have sole control of access to the Site by carriers, contractors, service providers or others. Customer shall not engage in or provide at the Site any meet-me-room services, or any services either directly or indirectly related to the trading of bandwidth.

3.11 Inspections. Subject to applicable Government security requirements, Provider may make periodic inspections of any part of the Customer Equipment, and Customer shall have the right to be represented during such inspections; provided however, that if in the sole judgment of Provider safety considerations require an inspection without providing such notice, Provider may make such inspection immediately, but shall thereafter promptly provide notice to Customer of such inspection. The making of periodic inspections or the failure to do so shall not operate to impose upon Provider any liability and shall not relieve Customer of any responsibility, obligations or liability under this Supplement or the Agreement.

4. RISK OF LOSS; INDEMNIFICATION

4.1 Risk of Loss. The risk of any loss of or damage to Customer Equipment at any Site Space shall be borne solely by Customer. Provider shall not be liable to Customer for, and Customer shall not be relieved of its obligations hereunder due to, any interruption or termination of any Service or utilities due to any repair, installation or improvement, or any cause beyond Provider's reasonable control,

except that if Customer is unable to operate its business as a result of such interruption caused by the gross negligence or willful misconduct of Provider, there shall be an abatement of the applicable MRC during the period of such interruption.

5. EMINENT DOMAIN AND CASUALTY

Should a substantial portion of the Site Space, or of the Site, be damaged by fire or other casualty, or be taken by eminent domain, Provider may elect to terminate the license for any Site Space hereunder. When such fire, casualty, or taking renders the Site Space substantially unsuitable for its intended use, a just and proportionate abatement of the applicable monthly recurring charge shall be made, and Customer may elect to terminate the license for the affected Site Space hereunder if: (a) Provider fails to give written notice within forty-five (45) days after such fire, other casualty or taking, of Provider's intention to restore the Site Space, or (b) Provider fails to restore the Site Space to a condition substantially suitable for its intended use within one hundred and eighty (180) days after said fire, casualty or taking. Provider reserves, and Customer grants to Provider, all rights which Customer may have for damages or injury to the Site Space for any taking by eminent domain, except for damage to the Customer Equipment.

6. LIENS

Customer may not cause or permit any liens to be placed on the Site or any Site Space for labor, services or materials performed or delivered by or on behalf of Customer (including, without limitation, any party that may make any claim or seek any lien by or through Customer), and shall cause any such liens to be removed within ten (10) days of Customer's knowledge thereof.

7. FEES

Customer shall pay the fees set forth in Service Orders executed hereunder.

8. SERVICE LEVEL AGREEMENT

8.1 Service Outage. Subject to this Section 8, in the event of a Colocation Service Outage, Customer may be entitled to a credit ("Service Credit") of 1/720 of the MRC applicable to the affected Service, for each hour in duration of any such Colocation Service Outage beyond three (3) hours. A Colocation Service Outage shall be deemed to begin upon the earlier of Provider's actual knowledge of the Colocation Service Outage or Provider's receipt of notice from Customer of the Colocation Service Outage, and end when power is available, as documented by Provider's records. Notwithstanding anything to the contrary in this Supplement, in the Agreement or in any Service Order, in no event shall a Colocation Service Outage or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Provider of this Supplement, the Agreement or any Service Order.

8.2 Service Credits. The number of minutes of separate and discrete Colocation Service Outages will not be accumulated to determine the percentage of Service Credit. Service Credits hereunder are calculated as a percentage of the MRC set forth in the Service Order, and may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Customer by Provider. Service Credits issued to Customer hereunder shall be Customer's sole and exclusive remedy at law or in equity on account of any Colocation Service Outage or any other defect in Service provided to Customer. In no event shall Provider's total liability for any and all interruptions, disruptions, failures, and/or degradations in Service (including, without limitation, any Colocation Service Outage or failure to meet any objectives or parameters set forth in this Supplement) exceed one hundred percent (100%) of the MRC for the affected Service.

8.3 Service Credit Request. Customer must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Customer's right to request the Service Credit. Failure to request an allowance within such period shall constitute a waiver of any claim for a Service Credit.

8.4 Multiple Applicable Service Standards. If an incident affects the performance of the Service and results in a period or periods of interruption, disruption, failure or degradation in Service, entitling Customer to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to credits under multiple service level standards for the same incident.

8.5 Events Excepted From Service Credit. Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Colocation Service Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by the following events:

- a. Customer's (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Customer Equipment, End User equipment or Customer's vendor's equipment;
- c. Failure of electrical power not provided by Provider;
- d. Election by Customer, after requested by Provider, not to release the Service for testing and repair;
- e. Provider's inability to obtain access required to remedy a defect in Service;
- f. Scheduled maintenance and emergency maintenance periods;
- g. Scheduled upgrade of Service at the request of Customer;
- h. Excusable Delay, as defined in Federal Acquisition Regulation 52.212-4(f);
- i. Disconnection or suspension of the Service by Provider pursuant to a right provided under this Agreement; and/or
- j. Provider's inability to repair due to utility safety restrictions.

The Parties have executed this Supplement as of the last date of execution below.

CUSTOMER:

By: _____

Print Name: _____

Title: _____

Date: _____

PROVIDER:

LIGHTOWER FIBER NETWORKS II, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

COLLOCATION RULES AND REGULATIONS

The following constitute rules and regulations ("Rules and Regulations") governing the use and operation of collocation facilities ("Facility" or "Facilities" or "Building" or "Buildings") owned or operated by Provider and licensed or leased for use by Provider's telecommunications and ISP customers and carriers ("Customer" or "Customers"). The individual cabinet, rack or cage space licensed to Customer within the Facility shall be referred to as the "Space." By entering into this Agreement, Customer agrees to abide by the Rules and Regulations. In the event of any conflict between the Rules and Regulations and the Agreement, the terms and provisions of the Agreement shall control. Whenever, under the Rules and Regulations, or an Agreement, Provider's approval is required, such approval will be given or withheld in Provider's sole discretion.

INTRODUCTION

Standard operating procedures and protocols have been established to further safe and reliable operation of Customer owned and operated equipment within the Facilities. Specific Facilities may be subject to special considerations based, among other things, on local jurisdiction and a Facility's design and configuration. Customers are encouraged to contact Provider's Facilities Manager with any questions or concerns regarding a particular work operation or installation procedure.

STANDARDS OF OPERATION

The following standards of operation are required to be observed by all customers. Provider may change or augment these standards from time to time to better serve the customer base.

OCCUPANCY AND SPACE UTILIZATION

Customer may use the Space only for the purposes of installing, maintaining and operating telecommunications equipment.

NETWORK INTERCONNECTIONS AND INTERFACE TO THIRD PARTIES

Customer interconnections with telecommunications services provided by third parties will only be permitted with the prior written approval of Provider, subject to the applicable Agreement. **It is imperative that customers understand that only Provider personnel, or its subcontractors, are allowed to perform work on the common ladder rack and in common wireways.**

Provider will also install all fiber optic connections connecting customers to outside plant fiber optic cables entering the Provider Facility. Provider will provide Customer with fiber jumpers or fiber cable from the Building interface bay to the "demarcation" point, if Customer is licensing fiber from Provider. The Customer demarcation point is always in the Customer Space.

Customers with multiple racks, cage space, or "raw" space that have made provision for customer cable racks are required to use the best, most effective and economic resources to provision their own cross-connections relevant to interconnecting their own equipment within their Space or cabinet line-ups. The higher of Provider, Telcordia GR-1275-CORE, or Customer standards shall be strictly maintained, provided that Customer shall not perform any work on the common ladder rack or in common wireways.

CUSTOMER RESPONSIBILITIES

Customer technicians must be certified by industry and Provider standards and approved by Provider in order to perform any work in Provider Facilities that directly affects common systems elements. Customer contractors must be familiar with and adhere to the Provider methods and procedures for operating and conducting business within Provider Facilities. Customer shall be responsible for any failure of Customer's contractors to do so.

Customer or its representative shall coordinate major equipment deliveries with the Facilities Manager. Major deliveries shall be scheduled and executed so as not to interfere with the operations of Provider or other Provider customers within the Facility. Doors shall not be propped open or left unattended.

Local telephone company connections shall be ordered directly by Customer, and Customer will become the customer of record. The Facility is configured to accommodate services from the local exchange carrier demarcation to Customer's Space. The telephone or terminal block shall be located within the Customer Space. Interface wiring on common ladder racking shall be performed by Provider and billed to Customer as provided in the applicable Agreement.

Connections to other carriers and or customers within Provider facilities shall be subject to the applicable Agreement and payment by Customer of the applicable cross-connect charges.

Provider, on a regular basis or at its sole discretion, shall perform inspections of Customer connections and/or general space conditions. If such Customer connections and/or general Space conditions are deemed to be non-compliant, Customer shall be notified of the specific nature of the non-compliance which shall be rectified immediately.

Specifications for the provisioning of other services such as, but not limited to, power, overhead racking, mounting and overall Space allocation, conditioning and operations will be provided to the customer by the Facilities Manager.

In all cases Customer shall provide and keep current a single point of contact for interface with the Facilities Manager for all Space matters including emergency call-out or service restoration issues.

PROVIDER INTENDS TO ALLOW OTHER CUSTOMERS TO INSTALL EQUIPMENT AROUND AND ABOUT THE FACILITIES, SO LONG AS NOT DIRECTLY INCONSISTENT WITH THE RIGHTS EXPRESSLY GRANTED TO CUSTOMER. BY USING THE SPACE, CUSTOMER EXPRESSLY AGREES THAT PROVIDER WILL HAVE NO LIABILITY FOR ANY DAMAGES, COSTS OR

LOSSES INCURRED BY CUSTOMER OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT, ACTS OR FAILURE TO ACT OF SUCH OTHER CUSTOMERS OR THEIR RESPECTIVE AFFILIATES, EMPLOYEES, CONTRACTORS OR AGENTS.

IMPROVEMENTS TO SPACE

Customer shall not alter the structural integrity of the Facility, affect any power, HVAC or other systems within the Facility, physically alter the Facility or the Customer space in any way, or affect the normal functioning of the Facility or another customer in any way.

All work performed within the Facility will comply with all state, federal, municipal, and regional codes, laws, ordinances, rules, regulations or directives.

EMERGENCY CONTACT NUMBERS

Customer shall post contact telephone numbers conspicuously at the entrance to its Space. Customer shall provide Provider with means of access to the Space in case of emergency. Provider reserves the right subject to applicable Government security restrictions to enter the Space at any time in cases of emergency to assess possible ramifications to the Facility. Provider shall provide Customer with 72 hours advance notice of planned inspections of the Customer's Space, in non-emergency situations.

COLLOCATION RAW SPACE AND CAGE SPACE WORK REQUIREMENTS

All work within Customer's raw Space and/or cage Space shall be performed by Customer in a manner to ensure no interference with the normal functioning of the facility and other customers and be approved by the Lighttower Facilities Manager as previously set forth herein above. The following applies to all work performed by or on behalf of Customer:

Initial Customer design requirements must be reviewed and approved by the Facilities Manager prior to commencement of any work. Provider reserves the right to audit all work and shall inspect equipment and/or systems prior to connection to common systems power or fiber. All work shall be confined to the area within the Space. If staging area is required it must be pre-approved by the Facilities Manager.

BUILDING COMMON AREA

The building common areas are established primarily for access and egress to Customer equipment. Customer and/or Customer's vendors must keep all driveways, entrances and passageways serving the Facility clear and available for use by Provider and other customers or vendors.

Customer shall provide and maintain all necessary guards, rails, fences, and protective coverings to preserve building integrity and appearance during any work operation. Any and all work operations that adversely impact normal access or egress from the Facility shall be performed outside of normal business hours. Customer will take special care to protect adjoining property and equipment from damage or injury.

Customer's materials and equipment shall be confined to the area in which the work is actively being performed. Customer shall provide adequate lockers or locked sheds for the storage of equipment or materials. All tools and equipment shall be stored neatly in approved storage lockers and the space shall be cleaned before the end of each work day. Trash and debris shall be removed from the facility before the end of each workday.

Customer or Customer's vendor(s) are required to protect all finished surfaces from dirt and damage, including walls, ceilings, jambs, and soffits of openings used as passageways through which materials are handled. Based on the type of work operation, temporary partitions or curtains between the work area and other spaces may be required by Provider. Partitions shall be constructed, maintained, and sealed in a complete and tight condition at all times. Polyethylene shall not be used for dust partitions or curtains. Fire resistant Servico vinyl shall be used. Prior to removal of any dust partition the customer or its vendor shall vacuum clean the area using an approved HEPA vacuum.

PROTECTION OF PROVIDER SERVICES

No work shall be started, walls or partitions removed or built, heat, water or plumbing or electric services temporarily disconnected, nor shall construction work be carried on near the telephone wires or equipment, without first discussing the procedures and protection to be provided with Provider and receiving Provider's prior approval. The contractor must notify Provider at the first indication of an electrical interruption or switchover to the temporary generator which occurs during any work activity whether caused directly by a work activity, or incidental to any work activity during construction.

Any work activity which may cause or require a temporary power shut down of AC or DC power or reliance on the standby power system shall be pre-approved and scheduled by Provider. The request shall be accompanied by a detailed method of procedure for the work activity. Notice of the work activity shall require a minimum of 30 days' lead time for notification to other customers that may also be affected. This class of work shall require supervision by Provider or its representative. Scheduling of Customer required power shutdowns shall be coordinated by the Facilities Manager, at Customer's expense.

PROVIDER POWER WORK - AC & DC

Provider operates and maintains both the AC and the DC power systems for 24x7 operations. Provider reserves the right to maintain and augment these systems at its sole discretion. Routine maintenance and testing may be conducted during normal work hours under a method of procedure specific to the work operation.

Provider will provide Customer with telephone or e-mail notice of all non-emergency planned Facility maintenance prior to performing maintenance that, in its reasonable opinion, has a substantial likelihood of affecting Customer's collocation facilities.

1. Provider will undertake repair efforts on all environment equipment or interconnecting fiber or copper circuits when Provider first becomes aware of it, or when notified by Customer and Customer has released all or part of the service for testing.
2. Contact Information:
Provider Network Operations Center – 1-888-LT-FIBER

PROTECTION OF FLOORS

Non-flammable tight wood sheathing shall be placed under materials that are stored on finished surfaces. Non-flammable tight wood sheathing installed over reinforced Kraft building paper must be placed over finished floor surfaces before moving materials over finished floors, especially in the building common entrance and foyer areas.

PRESERVATION OF ENVIRONMENTAL CONDITIONS FOR TELECOMMUNICATIONS EQUIPMENT

At no time shall the interior of the building be directly exposed to the outside environment without the prior written approval of Provider. Existing exterior walls, doors, or windows shall not be removed until construction of any associated addition or interlock facility has been completed.

AC POWER SERVICES AND REQUIREMENTS

Provider provides dedicated AC power circuits for customer operating equipment. Determination of the proper AC power requirement to be provisioned for operation of Customer provided equipment is the responsibility of Customer and shall be identified with the Service Order request. AC circuits shall be provided and fused according to the applicable Service Order. All AC service to customer is protected by a standby engine generator. Momentary interruption of power will occur during a power failure due to the transition interval to the standby power system. All Customer provided AC powered equipment shall be UL listed. Conditions that cause AC power interruption such as faults, shorts or overload of Customer circuits due to Customer equipment shall be cleared and tested prior to restoration of the AC service by Provider.

DC POWER SERVICES

Provider provides dedicated DC power circuits for Customer operating equipment. Determination of the proper power requirement (total load amps draw) of DC power for operation of Customer provided Equipment is the responsibility of the Customer and shall be identified with the Service Order request. DC circuits shall be provided and fused according to Customer provided load data and in accordance with the applicable Service Order. All DC service to Customer equipment is protected by battery backup to provide uninterrupted service. All Customer provided DC powered equipment shall be NEBS compliant and approved by type for use by Provider prior to installation. Conditions that cause DC power interruption such as faults, shorts or overload of customer circuits due to Customer equipment shall be cleared, tested and verified "safe for operation" by (a) the Customer representative and b) the Facilities Manager prior to restoration of the DC service by Provider.

SAFETY

Provider requires all customers and their vendors to practice good workplace safety. All electrical equipment and tools must be properly grounded before becoming operational.

Customer shall ensure that its equipment and surrounding areas do not pose safety hazards to any person. OSHA and local laws, rules, regulations, ordinances and codes shall be complied with at all times.

FIRE SAFETY

Fire safety is critical. If there is a fire alarm in a customer Space, Provider Building control center will dispatch the fire department. Customer shall monitor its own alarms in fully compartmentalized and separately alarmed spaces and shall dispatch a company representative upon a fire alarm indication, at Customer's expense. All fire alarms shall require investigation as to the cause and resolution. Fire alarm systems shall not be reset to normal without a full and thorough survey of the facility.

Any and all work in Customer fire alarm panels shall be pre-scheduled with Provider prior to the performance of the work.

PROVIDER PROVIDED STANDBY ENGINE GENERATORS

Provider provides standby engine generator power systems for its buildings. These systems are tested under load conditions monthly. A schedule of test dates is available from the Facilities Manager. All scheduled load transfers are conducted under the supervision of on-site technical personnel. During a load test, power will be briefly interrupted for all non-UPS loads including, in many cases, cabinet fans.

SECURITY AND PERSONNEL IDENTIFICATION

Customer shall complete and submit to Provider Provider's application form for all employees, agents and vendors seeking access to the Facility on Customer's behalf. No one, other than employees, agents and vendors of Customer who have been approved by Provider, may access the Facility. Provider will provide to Customer up to 10 building access cards at no charge. Additional cards may be purchased for \$50.00 each (minimum of two per request). Individual card access administration is the responsibility of Customer for card assignments to individual employees, agents and vendors, provided that only those employees, agents and vendors approved by Provider may be given an access card. Access cards may only be used by the individual to whom the access card is assigned. Failure to adhere to the Provider security protocol may result in card deactivation. Reissuance of a card for breach of security shall be made only after a \$50.00 charge. All

employees, agents and vendors entering Provider Facilities shall wear, prominently displayed, a picture identification card which provides the person's name and company name. Building keys shall not be issued to customers; customer access shall be card key only.

MISCELLANEOUS

Customer's employees, agents and vendors shall take all necessary precautions for the safety of Customer's employees, agents and vendors when accessing the Facility and using the Space and shall comply with all applicable provisions of federal, state and municipal laws, codes, regulations and ordinances and any successor laws, codes, regulations and ordinances thereto, in order to prevent accidents or injury to persons and property on, about or adjacent to the Space or the Facility, including, without limitation, the National Electric Safety Code and the OSHA requirements for working clearances from energized lines.

Customer shall otherwise comply with all applicable federal, state or municipal laws, regulations, codes and ordinances affecting the Space and its occupancy, operation and the use thereof pursuant to the terms hereof and Customer shall not use the Space in any unlawful, improper, noisy or offensive manner.

Customer shall provide all equipment needed to conduct its business at the Space which is capable of confinement within the Space without adversely affecting its function. Customer shall be solely responsible for the installation, modification and maintenance of Customer's equipment. Customer shall also insure that neither vehicles nor equipment are parked or stored at the Facilities, except as approved by Provider.

Customer shall not place a load upon any floor in the Space that exceeds the load bearing capacity of such floor, as determined by Provider, in its sole discretion. Provider reserves the right to determine the location and weight of any of Customer's equipment.

No signage shall be permitted by Customer on the interior or exterior of the Space or the Building, except for identification tags or nameplates on the outside of the cabinets which have been approved by Provider in its sole discretion.

HAZARDOUS MATERIALS

Neither Customer nor any person claiming under customer, nor the employees, agents, or vendors of Customer or any such person shall bring onto, store, generate, or permit to be stored or generated on the Facility, including but not limited to the space, any oil, Hazardous Material, as defined in any applicable federal, state or municipal law, regulation, code, or ordinances including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq., the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G.L. c. 21E, as amended, and the Massachusetts Hazardous Waste Management Act, as amended, M.G.L. c. 21C.

ITEM 7



CITY OF HUNTINGTON PARK

FINANCE DEPARTMENT
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

BUDGET STATUS REPORT AS OF JUNE 30, 2023

FOURTH QUARTER (Q4) QUARTERLY BUDGET STATUS REPORT PRESENTS THE BUDGET VS. ACTUAL REVENUES AND EXPENDITURES AS OF JUNE 30, 2023.

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Receive and file the Q4 Quarterly Budget Status report through June 30, 2023.
2. Authorize Finance Director to make necessary adjustments to FY 2023 City Budget throughout the audit process.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

FY 2023 revenues and expenditures are consistent with the Budget adopted by the City Council earlier this year. However, during the audit process “house cleaning” items are uncovered that should be updated to keep the records accurate in the current Fiscal Year, which will affect future years as well. Any significant changes will be brought forth to City Council for review and approval.

The City Manager’s Office has proposed a quarterly budget reporting to ensure economic trends are quickly addressed with the right budget policy. There will be a Quarterly Budget Status Report presented to City Council every three months as follows:

- Q1 for July – August – September presented in October
- Q2 for October – November – December presented in January
- Q3 for January – February – March presented in April
- Q4 for April – May – June presented in September (due to year-end accruals)

Budget Status Report
September 19, 2023
Page 2 of 4
POSTIVE OUTLOOK

The Q4 report shows the budget is on track overall, with actual revenues above actual expenditures, and a positive “net” cash flows as of the quarter ending June 30, 2023.

Here is a summary of the actual revenues at Q4:

Revenues	FY 2023 Adopted Budget	FY 2023 Actuals
General Fund	\$ 42,857,700	\$ 46,132,825
Special Revenue Funds	24,799,000	24,771,545
Internal Service Funds	8,176,800	29,314
Enterprise Funds	6,428,700	5,547,933
Fiduciary Funds	4,537,200	5,149,477
Total	\$ 86,799,400	\$ 81,631,095

Here is a summary of the actual expenditures at Q4:

Expenditures	FY 2023 Adopted Budget	FY 2023 Actuals
General Fund	\$ 42,932,200	38,485,445
Special Revenue Funds	29,256,800	17,918,935
Internal Service Funds	6,149,500	7,318,278
Enterprise Funds	8,656,600	6,471,001
Fiduciary Funds	4,398,600	4,243,971
Total	\$ 91,393,700	74,437,630

FISCAL IMPACT/FINANCING

The fiscal impact from this Q4 Quarterly Budget Status Report reflects an overall net positive balance between the Revenues and Expenditures. It also indicates a positive budgetary fiscal control as most expenditure categories are below the initial budget requests.

	FY 2023		
	Actual	Actual	
	Revenue	Expenditure	Net Amount
General Fund	46,132,825	38,485,445	7,647,380
Special Revenue Funds	24,771,545	17,918,935	6,852,610
Internal Service Funds	29,314	7,318,278	(7,288,964)
Enterprise Funds	5,547,933	6,471,001	(923,068)
Fiduciary Funds	5,149,477	4,243,971	905,506
Total	81,631,094	74,437,630	7,193,464

	FY 2023		
	Budget	Actual	
	Expenditure	Expenditure	Net Amount
General Fund	46,727,039	38,485,445	8,241,594
Special Revenue Funds	29,522,790	17,918,935	11,603,855
Internal Service Funds	6,149,500	7,318,278	(1,168,778)
Enterprise Funds	7,608,100	6,471,001	1,137,099
Fiduciary Funds	4,398,600	4,243,971	154,629
Total	94,406,029	74,437,630	19,968,399

The ROAR project that was started during FY 2023 is already having a positive affect on the financial statements in that it is allowing the City Council and Departments to see the financial impact of decisions and allowing for a more strategic budgeting process. Once completed, the City Council and City Manager's office will be able to see trends in revenues and expenditures that will allow for better informed decisions as guidance is provided to departments.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,

RICARDO REYES
City Manager

JEFF JONES

ATTACHMENT(S)

- A. Q4 Quarterly Budget Status Report for Quarter Ending June 30, 2023
- B. Resolution #2023-XX authorizing

ATTACHMENT “A”

City of Huntington Park



FY 2023 Budget Status Report



**City of Huntington Park
List of Principal Officials**

CITY COUNCIL

Mayor Marilyn Sanabria
Vice Mayor Karina Macias
Council Member Graciela Ortiz
Council Member Eduardo “Eddie” Martinez
Council Member Arturo Flores

ADMINISTRATION AND DEPARTMENT HEADS

City Manager Ricardo Reyes
City Attorney Arnold Alvarez-Glasman
Assistant City Manager Raul Alvarez
City Clerk Eduardo “Eddie” Sarmiento
Director of Communications and Community Relations Sergio Infanzon
Director of Community Development Steve Forster
Director of Finance Jeff Jones
Director of Parks and Recreation Cynthia Norzagaray
Chief of Police Cosme Lozano
Director of Public Works Cesar Roldan
Human Resources Marisol Nieto



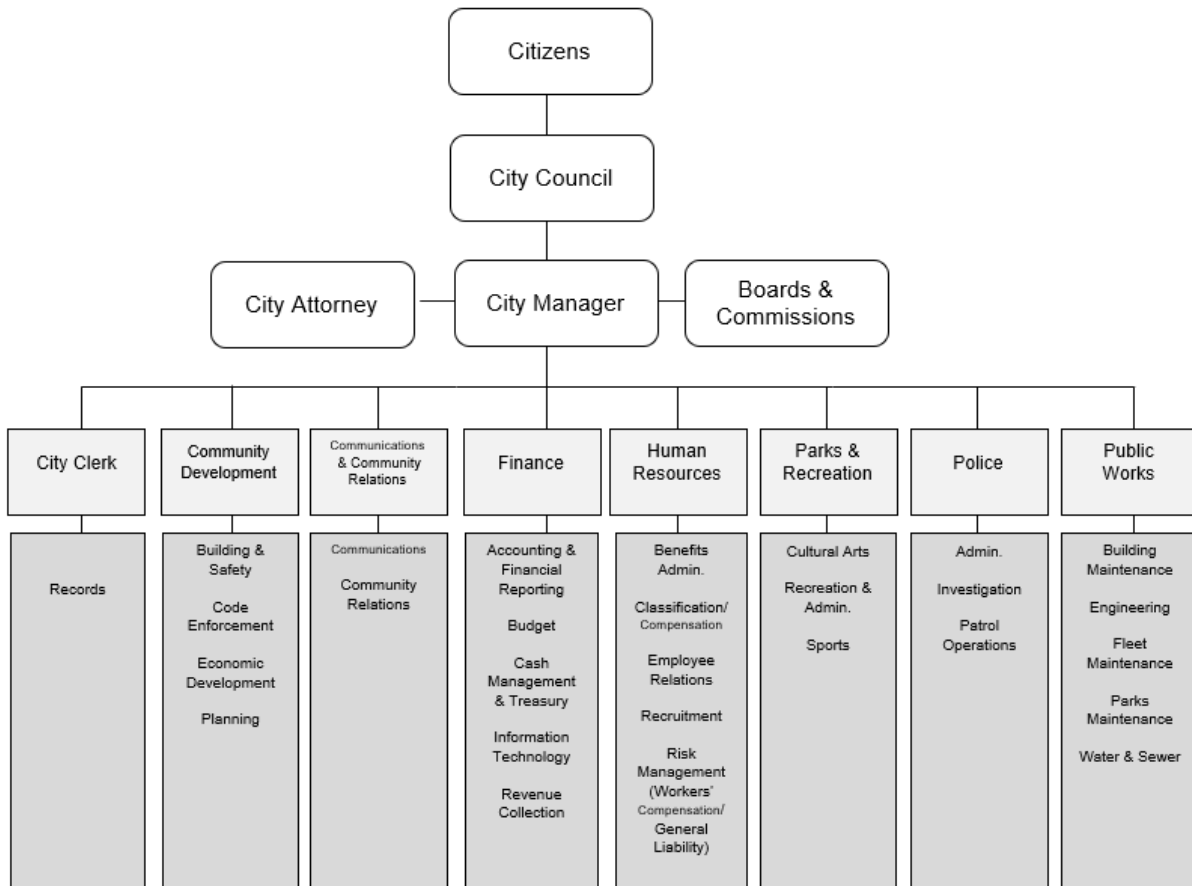
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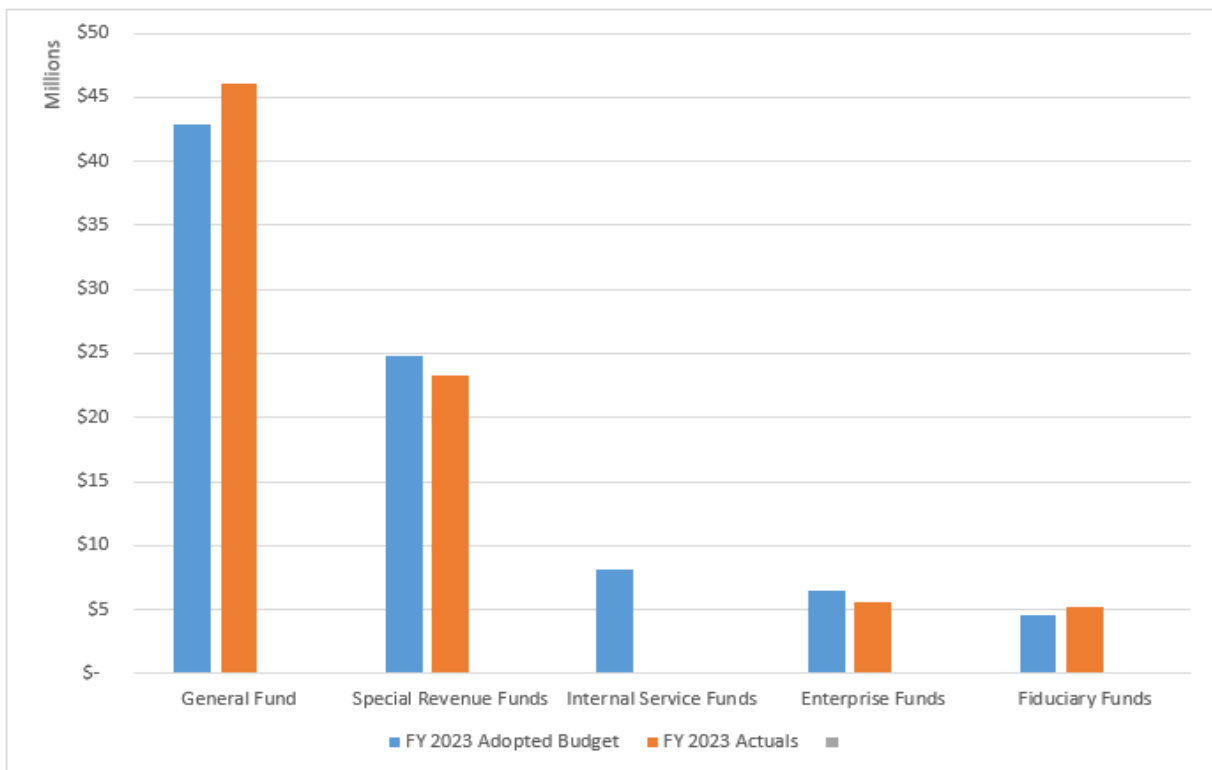
City Organizational Chart





Revenues

Revenues	FY 2023 Adopted Budget	FY 2023 Actuals
General Fund	\$ 42,857,700	\$ 46,132,825
Special Revenue Funds	24,799,000	24,771,545
Internal Service Funds	8,176,800	29,314
Enterprise Funds	6,428,700	5,547,933
Fiduciary Funds	4,537,200	5,149,477
Total	\$ 86,799,400	\$ 81,631,095



Annual Revenue Budget: \$86,799,400

YTD Actual Revenue: \$81,631,095

Revenues

	FY 2023 Adopted	FY 2023 Actuals
<u>GENERAL FUND</u>		
PROPERTY TAXES		
111-0000-311.10-10 Property Tax Secured	1,019,900	1,129,552
111-0000-311.40-00 Real Property Transfer	81,400	102,086
111-0000-311.50-00 Home Owner Tax Relief	2,300	-
111-0000-311.60-00 RDA Pass Through	446,600	780,923
PROPERTY TAXES TOTAL	1,550,200	2,012,560
SALES TAX		
111-0000-313.10-00 Sales & Use Tax	8,090,600	9,394,620
111-0000-313.10-05 Measure S Sales Tax	5,744,300	6,044,408
111-0000-342.10-10 Public Safety Augmentation	195,100	237,085
SALES TAX TOTAL	14,030,000	15,676,113
UTILITY USERS' TAX		
111-0000-316.10-00 Utility Users' Tax	4,292,800	6,037,936
111-0000-316.10-05 Prepaid Wireless	131,600	48,205
111-0000-316.15-00 Telephone UUT	794,300	778,046
UTILITY USERS' TAX TOTAL	5,218,700	6,864,187
MOTOR VEHICLE LICENSE FEES		
111-0000-336.40-00 Motor Vehicle In-Lieu Pmt	7,291,600	-
111-0000-336.20-00 Motor Vehicle License Fee	46,700	7,702,411
MOTOR VEHICLE LICENSE FEES TOTAL	7,338,300	7,702,411
LICENSES AND PERMITS		
111-0000-321.10-50 Animal License	14,300	13,712
111-0000-322.10-10 Building	525,000	799,846
111-0000-322.10-40 Misc. Building	-	114
111-0000-322.10-45 Occupancy Permit	10,500	8,240
111-0000-322.10-50 Encroachment Fees	50,400	92,132
111-0000-322.60-05 Fireworks Fee	3,700	1,712
111-0000-342.10-20 Burglar Alarm Fees	500	2,090
LICENSES AND PERMITS TOTAL	604,400	917,845
COMMUNITY DEVELOPMENT FEES		
111-0000-322.20-00 Plan Check	173,300	607,633
111-0000-322.30-00 Engineering Plan Check	2,600	-
111-0000-322.40-00 SMIP FEES	2,300	26
111-0000-322.40-05 BSASRF	1,100	(1,646)
111-0000-322.50-00 Bldg Dept Appeals	-	1,299
111-0000-322.55-05 Dispensary Fee	220,500	385,674
111-0000-341.10-00 Zoning & Subdivision	226,200	160,725
111-0000-342.20-00 Residential Pre-Sale Inspection	18,500	12,041
111-0000-399.90-40 Engineering Permits	157,500	187,744
COMMUNITY DEVELOPMENT FEES TOTAL	802,000	1,353,496
BUSINESS LICENSE		
111-0000-321.10-00 Business	1,323,100	1,393,203
111-0000-321.10-20 Processing Fee Business	181,200	183,394
111-0000-321.10-30 SB1186-Disability Access	15,500	14,424
BUSINESS LICENSE TOTAL	1,519,800	1,591,022

Revenues

GENERAL FUND CONTINUED	FY 2023 Adopted	FY 2023 Actuals
OTHER GOVERNMENTAL REVENUE		
111-0000-331.55-00 American Rescue Plan	440,500	-
111-0000-333.30-00 Meas. W-Safe Clean Water	-	433,497
111-0000-335.20-10 STC Training for Corrections	1,100	6,564
111-0000-335.20-15 Mental Health Trng Grant	-	-
111-0000-335.20-20 Standard Training	-	22,960
111-0000-335.46-00 Senior Meal Program	10,500	-
111-0000-335.50-05 Settlement Revenue	-	43,352
111-0000-335.55-00 Urban Forestry Grant	-	43,644
111-0000-335.76-06 Slauson Congestion Relief	-	1,881,484
OTHER GOVERNMENTAL REVENUE TOTAL	452,100.00	2,431,501
CHARGES FOR SERVICES		
111-0000-342.10-30 Special Police Services	61,700	82,276
111-0000-342.10-35 CCW Permit	-	1,351
111-0000-342.10-40 Vehicle Impound Release	70,100	118,060
111-0000-342.10-45 Towing Admin Fees	54,900	81,170
111-0000-342.10-55 Booking Fee City of Vernon	40,400	43,515
111-0000-342.30-10 Meter Parking	404,300	302,065
111-0000-346.10-00 Animal Various Services	1,100	1,088
111-0000-344.20-20 Residential Trash	-	2,289
111-0000-344.20-30 UPW Admin Reimb	59,500	-
111-0000-344.20-40 UPW Bulky Reimb	29,800	-
111-0000-362.20-10 Lease Payment	-	164,831
111-0000-362.40-10 Parking Pilot Program	12,600	11,340
111-0000-395.10-00 Reimbursements	10,500	17,286
111-0000-395.10-05 Damage to City Property	21,000	83,220
111-0000-395.10-10 Employee Benefit Share	-	331
111-0000-395.30-00 State Mandated Costs	-	-
111-0000-395.40-05 Staff Time P.D.	-	13,894
111-0000-395.40-10 StaffTime Other Depts	-	-
CHARGES FOR SERVICES TOTAL	765,900	922,716
PARKS AND RECREATION FEES		
111-0000-347.20-00 Sports Youth	46,000	6,590
111-0000-347.20-05 Splash Pad Fees	9,500	2,647
111-0000-347.25-00 Sports Adult	11,600	1,340
111-0000-347.30-00 Personnel Fees	63,000	34
111-0000-347.40-00 Pre-School	12,600	-
111-0000-347.50-00 Special Interest	31,500	43,485
111-0000-347.60-00 Excursions	2,600	-
111-0000-347.70-00 Facility Fees	210,000	4,222
111-0000-347.70-05 Passes	21,000	9,770
111-0000-347.90-00 Misc Revenue	-	6,030
PARKS AND RECREATION FEES TOTAL	407,800	74,117
FINES AND FORFEITURES		
111-0000-335.20-30 Welfare Inmate	500	-
111-0000-342.40-00 Administrative Hearing Fee	190,700	-
111-0000-351.10-10 Citations	1,788,000	2,360,200
111-0000-351.10-30 Local Municipal Court	7,400	2,165
111-0000-351.30-00 Vehicle Code Fines	45,200	30,164
FINES AND FORFEITURES TOTAL	2,031,800	2,392,529

	Revenues	
GENERAL FUND CONTINUED	FY 2023 Adopted	FY 2023 Actuals
MISCELLANEOUS REVENUE		
111-0000-391.10-70 Special Events	-	-
111-0000-392.40-05 Proceeds	-	13,825
111-0000-399.77-05 Special Events	-	17,560
111-0000-399.90-30 Cash Short/Over	-	(231)
111-0000-399.90-90 Miscellaneous Income	10,500	801,314
111-0000-399.90-92 NSF Fees	-	75
MISCELLANEOUS REVENUE TOTAL	10,500	832,542
INVESTMENT AND RENTAL INCOME		
111-0000-361.10-00 Interest Income	157,500	716,831
111-0000-362.10-00 Rents & Concessions	15,800	8,253
111-0000-362.20-15 Metro Transit Lease	36,800	30,000
INVESTMENT AND RENTAL INCOME TOTAL	210,100	755,085
TRANSFERS IN		
111-0000-391.10-90 Pension Tax	-	-
111-0000-391.20-10 Water	-	-
111-0000-391.82-99 Fund Balance for ARPA Senior PRG	3,888,000	-
111-0000-391.82-99 Fund Balance for CIP	2,297,700	-
TRANSFERS IN TOTAL	6,185,700	-
FRANCHISE FEE		
111-0000-318.10-00 Franchise Fee	1,640,500	2,500,953
FRANCHISE FEE TOTAL	1,640,500	2,500,953
TRANSIENT OCCUPANCY TAX		
111-0000-318.30-00 Transient Occupancy Tax	89,900	105,748
TRANSIENT OCCUPANCY TAX TOTAL	89,900	105,748
GENERAL FUND TOTAL	42,857,700	46,132,825

		Revenues	
		FY 2023 Adopted	FY 2023 Actuals
<u>SPECIAL REVENUE FUNDS</u>			
SPECIAL EVENTS CONTRIBUTIONS			
114-0000-361.10-00	Interest Income	-	-
114-0000-364.10-00	Special Event	-	50,256
114-0000-364.10-05	Prior Year Received	-	-
SPECIAL EVENTS CONTRIBUTIONS TOTAL		-	50,256
SPECIAL REVENUE DNA ID			
120-0000-355.20-05	County of L.A.	-	4,710
120-0000-355.20-10	Prior Year Received	-	-
120-0000-361.10-00	Interest Income	-	-
SPECIAL REVENUE DNA ID TOTAL		-	4,710
INMATE WELFARE			
121-0000-361.10-00	Interest Income	-	-
INMATE WELFARE TOTAL		-	-
PREVENTION INTERVENTION			
122-0000-361.10-00	Interest Income	-	-
PREVENTION INTERVENTION TOTAL		-	-
GREENWAY LINEAR PARK PROJECT			
152-0000-334.71-00	Greenway Linear Park Proj	-	416,842
152-0000-361.10-00	Interest Income	-	-
GREENWAY LINEAR PARK PROJECT TOTAL		-	416,842
LACTMA TOD			
200-0000-340.70-00	MTA TOD	-	-
200-0000-399.90-90	Miscellaneous Revenue	-	1,500,000
LACTMA TOD TOTAL		-	1,500,000
CROSSWALK SAFETY			
202-0000-336.75-00	Crosswalk Safety	1,564,500	1,059,814
202-0000-361.10-00	Interest Income	-	-
CROSSWALK SAFETY TOTAL		1,564,500	1,059,814
MEASURE M			
210-0000-314.50-00	Measure M	889,800	996,893
210-0000-361.10-00	Interest Income	3,200	-
MEASURE M TOTAL		893,000	996,893
EMPLOYEES' RETIREMENT			
216-0000-311.10-10	Secured	4,190,000	3,308,354
216-0000-311.50-00	Home Owner Tax Relief	17,500	148,373
216-0000-311.60-00	Residual Tax	4,717,100	4,836,913
216-0000-319.10-00	Penalties & Interest Delq	12,900	-
216-0000-361.10-00	Interest Income	10,500	-
EMPLOYEES' RETIREMENT TOTAL		8,948,000	8,293,639

		Revenues	
		FY 2023	FY 2023
SPECIAL REVENUE FUNDS CONTINUED		Adopted	Actuals
SALES TAX- TRANSIT PROPOSITION A			
219-0000-314.10-00	Prop A	1,262,000	1,549,141
219-0000-314.30-00	MTA Bus Passes	5,300	8,215
219-0000-340.10-00	Dial-A-Ride Services	1,100	1,170
219-0000-340.30-00	Fixed Route Fares	31,500	18,467
219-0000-361.10-00	Interest Income	2,000	-
219-0000-362.20-10	Lease Payment	-	-
219-0000-395.41-15	Fuel Reimbursement	115,500	41,981
SALES TAX- TRANSIT PROPOSITION A TOTAL		1,417,400	1,618,974
SALES TAX- TRANSIT PROPOSITION C			
220-0000-314.20-00	Prop C	1,046,700	1,187,963
220-0000-361.10-00	Interest Income	3,000	-
220-0000-395.41-15	Fuel Reimbursement	-	-
SALES TAX- TRANSIT PROPOSITION C TOTAL		1,049,700	1,187,963
STATE GASOLINE TAX			
221-0000-335.40-10	Fund 2105	353,700	311,403
221-0000-335.40-20	Fund 2106	202,300	192,947
221-0000-335.40-30	Fund 2107	449,900	401,541
221-0000-335.40-40	Fund 2107.5	7,900	7,500
221-0000-335.45-00	Road and Maint Rehab SB1	1,200,500	1,197,648
221-0000-335.50-00	2103	481,500	441,042
221-0000-335.60-10	TCRF Loan Repayment	-	-
221-0000-361.10-00	Interest Income	21,000	-
STATE GASOLINE TAX TOTAL		2,716,800	2,552,081
MEASURE R			
222-0000-336.87-00	I Park Pay Station	-	-
222-0000-340.65-05	Street Project	785,100	1,077,840
222-0000-361.10-00	Interest Income	10,500	-
222-0000-395.41-15	Fuel Reimbursement	-	-
MEASURE R TOTAL		795,600	1,077,840
OFFICE OF TRAFFIC & SAFETY			
224-0000-335.30-96	OTS STEP	93,900	35,103
224-0000-351.50-00	Vehicle Impound PT0703	5,300	3,810
224-0000-361.10-00	Interest Income	200	-
OFFICE OF TRAFFIC & SAFETY TOTAL		99,400	38,913
CAL COPS			
225-0000-361.10-00	Interest Income	1,100	-
225-0000-335.30-10	Supplemental Law Enforcement	167,900	80,813
225-0000-399.90-91	Miscellaneous Income	-	84,459
CAL COPS TOTAL		169,000	165,271
AIR QUALITY IMPROVEMENT TRUST			
226-0000-330.10-00	AB2766	41,800	-
226-0000-361.10-00	Interest Income	500	-
AIR QUALITY IMPROVEMENT TRUST TOTAL		42,300	-

	Revenues	
	FY 2023 Adopted	FY 2023 Actuals
<u>SPECIAL REVENUE FUNDS CONTINUED</u>		
OFFICE OF CRIMINAL JUSTICE		
227-0000-331.20-00 JAG 2017	27,600	-
227-0000-361.10-00 Interest Income	-	-
OFFICE OF CRIMINAL JUSTICE TOTAL	27,600	-
POLICE FORFEITURE		
229-0000-352.15-05 L.A. Impact Reimbursement	-	-
229-0000-352.20-00 Treasury Fed Asset	10,500	-
229-0000-361.10-00 Interest Income	-	-
POLICE FORFEITURE TOTAL	10,500	-
HOMELAND SECURITY FUND		
230-0000-335.30-70 Entitlement Revenue	-	19,185
HOMELAND SECURITY FUND TOTAL	-	19,185
ART IN PUBLIC PLACES		
232-0000-318.50-00 Art In Pblc Place Assessment	6,300	20,252
232-0000-361.10-00 Interest Income	200	-
ART IN PUBLIC PLACES TOTAL	6,500	20,252
COMMUNITY DEVELOPMENT BLOCK GRANT		
239-0000-331.40-10 HCDA	5,032,300	3,613,760
239-0000-361.10-00 Interest Income	-	-
239-0000-399.90-91 Miscellaneous Income	-	-
COMMUNITY DEVELOPMENT BLOCK GRANT TOTAL	5,032,300	3,613,760
HUD HOME PROGRAM		
242-0000-331.30-00 County Grant	63,200	60,151
242-0000-361.10-00 Interest Income	-	-
HUD HOME PROGRAM TOTAL	63,200	60,151
SOLID WASTE RECYCLE GRANT		
287-0000-334.10-00 Beverage Container Grant	-	13,752
287-0000-334.20-00 Used Oil Recycling Grant	16,800	8,518
287-0000-361.10-00 Interest Income	200	-
287-0000-399.90-91 Miscellaneous Income	-	1,777
SOLID WASTE RECYCLE GRANT TOTAL	17,000	24,047
PED/BIKE PATH		
334-0000-334.30-00 TDA/Bike Path	47,300	45,000
334-0000-361.10-00 Interest Income	-	-
PED/BIKE PATH TOTAL	47,300	45,000
PUBLIC FINANCING AUTHORITY		
475-0000-361.10-00 Interest Income	47,300	-
475-0000-395.10-00 Reimbursements	-	-
PUBLIC FINANCING AUTHORITY TOTAL	47,300	-
STREET LIGHT & LANDSCAPE ASSESSMENT		
535-0000-311.30-30 Measure L	1,843,600	2,025,955
535-0000-361.10-00 Interest Income	8,000	-
STREET LIGHT & LANDSCAPE ASSESSMENT TOTAL	1,851,600	2,025,955
SPECIAL REVENUES GROUP TOTAL	24,799,000	24,771,545

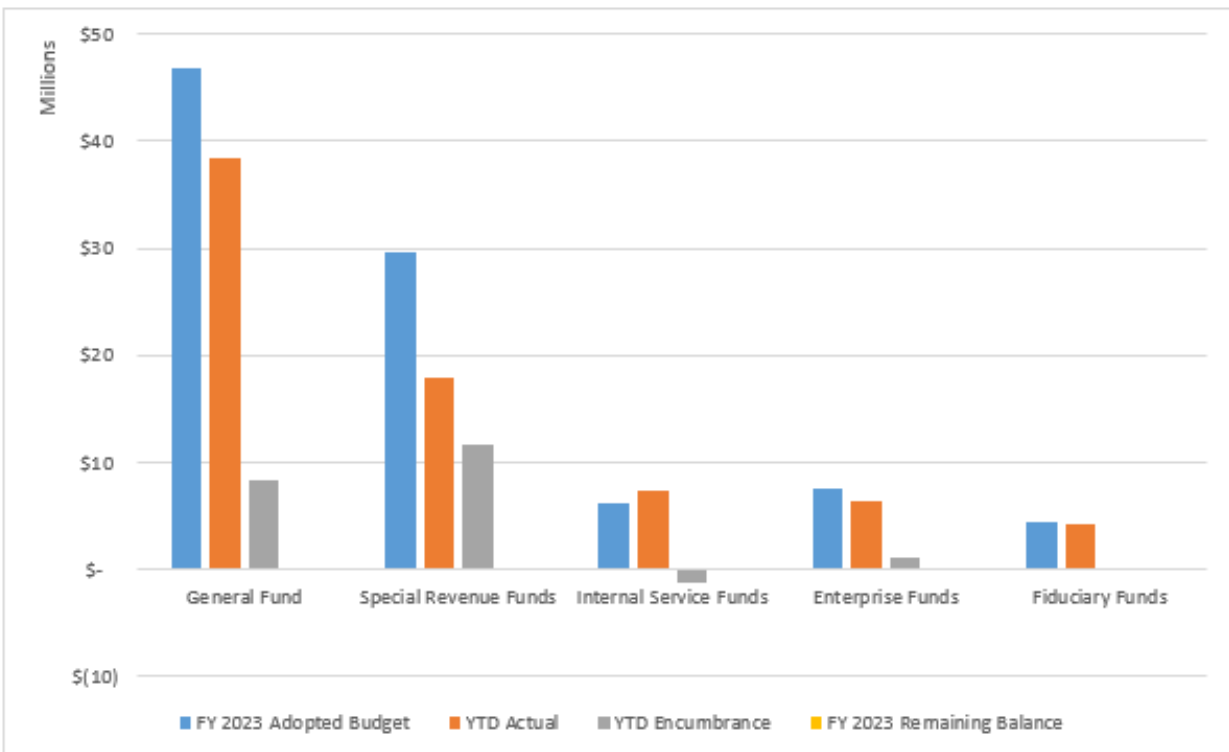
		Revenues	
		FY 2023	FY 2023
ENTERPRISE FUNDS		Adopted	Actuals
SEWER MAINTENANCE			
283-0000-344.30-00	Sewer Maintenance	296,800	269,129
283-0000-361.10-00	Interest Income	5,300	-
SEWER MAINTENANCE TOTAL		302,100	269,129
SOLID WASTE MANAGEMENT			
285-0000-334.10-00	Beverage Container Grant	-	-
285-0000-344.20-10	AB 939 Fees	206,600	135,747
285-0000-344.20-30	UPW Admin Reimb	-	3
285-0000-361.10-00	Interest Income	5,300	-
285-0000-399.90-90	Miscellaneous Income	-	-
SOLID WASTE MANAGEMENT TOTAL		211,900	135,750
WATER			
681-0000-322.55-05	Dispensary Fee	52,600	68,060
681-0000-345.10-10	Water	5,754,400	5,020,860
681-0000-345.10-20	Meter Services	-	-
681-0000-345.10-40	Delinquent Charges	28,000	12,530
681-0000-345.10-60	Meter Recalibration	-	-
681-0000-361.10-00	Interest Income	53,000	-
681-0000-395.10-05	Damage to City Property	-	-
681-0000-399.10-10	Reimbursements	5,300	15,896
681-0000-399.10-20	Stand By Charges	21,400	19,978
681-0000-399.10-35	Lease Payments	-	-
681-0000-399.90-90	Miscellaneous Revenue	-	5,728
WATER TOTAL		5,914,700	5,143,053
ENTERPRISE FUND GROUP TOTAL		6,428,700	5,547,933

		Revenues	
		FY 2023 Adopted	FY 2023 Actuals
<u>INTERNAL SERVICE FUNDS</u>			
OTHER POST-EMPLOYMENT BENEFITS			
217-0000-361.10-00	Interest Income	-	-
217-0000-391.10-05	Pension Tax	-	-
217-0000-391.10-10	General Fund	1,856,600	-
217-0000-391.20-10	Water	49,200	-
217-0000-391.20-20	Sewer	1,900	-
217-0000-391.20-30	Solid Waste	1,400	-
217-0000-391.40-10	Prop C Sales Tax	11,200	-
217-0000-391.40-20	Prop A Sales Tax	7,700	-
217-0000-391.40-22	Measure R	3,800	-
217-0000-391.40-30	Gas Tax	106,100	-
217-0000-391.65-40	Street Light Assessment	16,200	-
217-0000-391.81-20	Successor Agency	11,900	-
217-0000-395.10-00	Reimbursements	-	65
OTHER POST-EMPLOYMENT BENEFITS TOTAL		2,066,000	65
FLEET MAINTENANCE			
741-0000-361.10-00	Interest Income	-	-
741-0000-391.10-10	General Fund	994,800	-
FLEET MAINTENANCE TOTAL		994,800	-
RISK MANAGEMENT			
745-0000-361.10-00	Interest Income	-	-
745-0000-391.10-05	Pension Tax	-	-
745-0000-391.10-10	General Fund	4,395,800	-
745-0000-391.20-10	Water	580,900	-
745-0000-391.20-20	Sewer	35,400	-
745-0000-391.20-30	Solid Waste	6,400	-
745-0000-391.40-10	Prop C Sales Tax	7,000	-
745-0000-391.40-20	Prop A Sales Tax	4,700	-
745-0000-391.40-22	Measure R	2,300	-
745-0000-391.40-30	Gas Tax	66,000	-
745-0000-391.65-40	Street Light Assessment	10,100	-
745-0000-391.81-20	Successor Agency	7,400	-
745-0000-395.10-00	Reimbursements	-	29,249
RISK MANAGEMENT TOTAL		5,116,000	29,249
INTERNAL FUND GROUP TOTAL		8,176,800	29,314
<u>FIDUCIARY FUNDS</u>			
SUCCESSOR AGENCY			
275-0000-312.50-05	RPTTF ALLOCATION	4,537,200	5,149,477
275-0000-361.10-00	Interest Income	-	-
275-0000-363.10-00	Rental Southland Steel	-	-
SUCCESSOR AGENCY TOTAL		4,537,200	5,149,477



Expenditures

Expenditures	FY 2023 Adopted Budget	FY 2023 Actuals	Difference
General Fund	\$ 46,727,039	38,485,445	8,241,594
Special Revenue Funds	29,522,790	17,918,935	11,603,855
Internal Service Funds	6,149,500	7,318,278	(1,168,778)
Enterprise Funds	7,608,100	6,471,001	1,137,099
Fiduciary Funds	4,398,600	4,243,971	154,629
Total	\$ 94,406,029	74,437,630	19,968,399

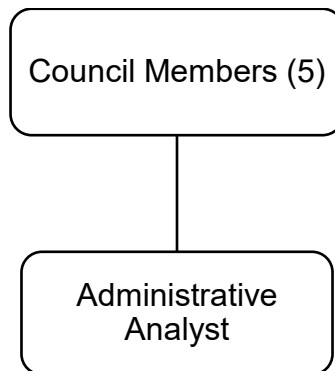


Annual Expenditure Budget: \$94,406,029

YTD Actual Revenue: \$74,437,630



Organizational Chart by Position



City Council

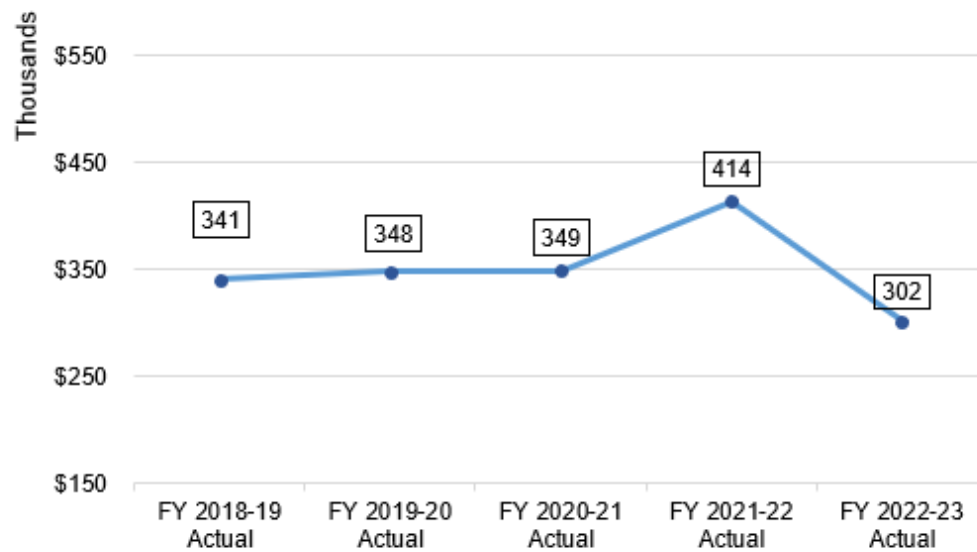
<u>Expenditure/Expense Classification</u>	<u>FY 2023 Adopted Budget</u>	<u>FY 2023 Actuals</u>	<u>Difference</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	140,000	154,543	(14,543)
Additional Pay	2,100	2,319	(219)
Allowances	700	720	(20)
Overtime	-	-	-
Sick Leave Buy Back	1,500	1,466	34
PARS/PERS Retirement	29,900	30,559	(659)
CalPERS Unfunded Liability	46,300	-	46,300
Fringe Benefits	80,700	73,144	7,556
Medicare	2,100	2,122	(22)
Salary & Benefits Total	303,300	264,874	38,426
<u>Maintenance & Operations</u>			
Community Outreach/Materials	38,300	12,022	26,278
Council Meeting Expenses	5,800	18,547	(12,747)
Material and Supplies	3,600	3,362	238
Office Equipment Maintenance	1,600	-	1,600
Professional Development	23,000	-	23,000
Telephone & Wireless	4,800	2,748	2,052
Maintenance & Operations Total	77,100	36,680	40,420
<u>Internal Service Charges</u>			
Workers' Compensation	15,500	-	15,500
General Liability	26,700	-	26,700
Internal Service Charges Total	42,200	-	42,200
<u>Capital Outlay</u>			
Equipment	-	-	-
Capital Outlay Total	-	-	-
Total Expenditures/Expenses	422,600	301,553	121,047

TOTAL BY FUND

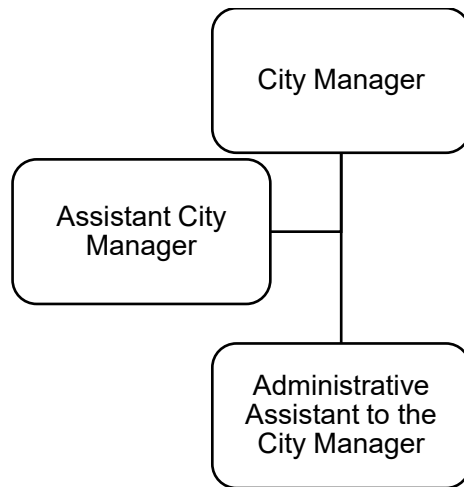
<u>FUND TITLE</u>	<u>BUDGET AMOUNT</u>	<u>FY 2023 ACTUALS</u>	<u>Difference</u>
111- General Fund	360,000	301,553	58,447
216- Employees Retirement	62,600	-	62,600
227 - OFFICE OF CRIMINAL JUSTICE	-	-	-
	422,600	301,553	121,047

Department	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Actual
City Council	\$ 341,141	\$ 348,339	\$ 349,450	\$ 414,147	\$ 301,553

Departmental Expenditures
Fiscal Years 2018-19 to 2022-23





Organizational Chart by Position

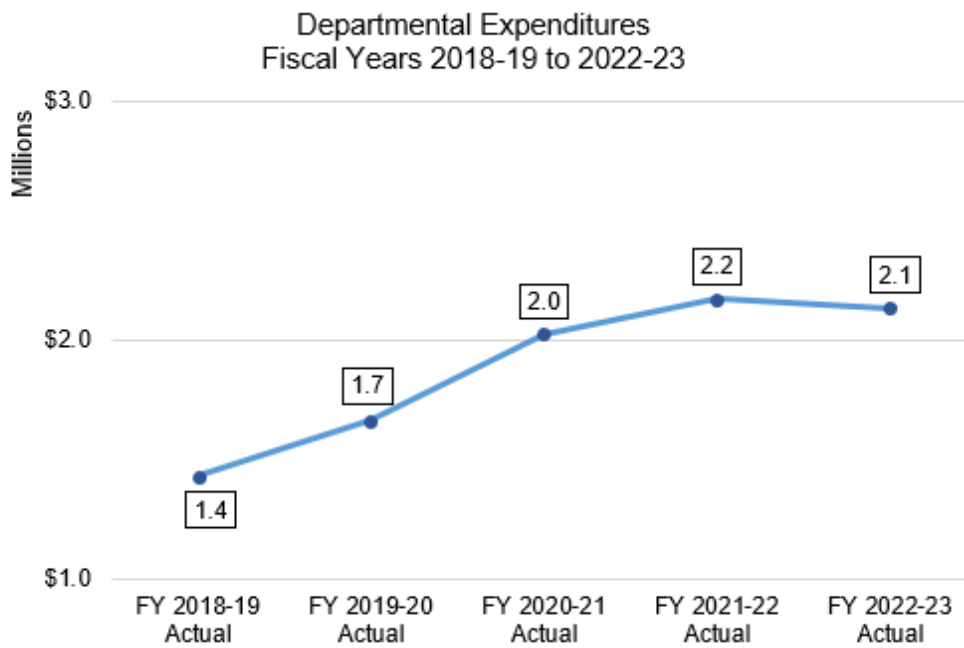
City Manager

Expenditure/Expense Classification	FY 2023 Adopted Budget	FY 2023 Actuals	Difference
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	498,400	448,380	50,020
Salaries Temporary/Part Time	-	-	-
Additional Pay	8,600	2,492	6,108
Allowances & Stipends	-	3,500	(3,500)
Holiday Pay	-	-	-
Overtime	-	-	-
Sick Leave Buy Back	6,700	3,109	3,591
Payout	-	14,358	(14,358)
PARS/PERS Retirement	45,400	38,889	6,511
CalPERS Unfunded Liability	130,900	-	130,900
Fringe Benefits	98,700	56,582	42,118
Medicare	7,600	7,175	425
City Paid Deferred Compensation	18,300	18,387	(87)
Salary & Benefits Total	814,600	592,873	221,727
<u>Maintenance & Operations</u>			
Council Meeting Expenses	-	-	-
Equipment Lease	89,500	128,223	(38,723)
Legal Services	591,600	1,132,090	(540,490)
Material and Supplies	13,700	3,528	10,172
Memberships & Meetings	-	59,207	(59,207)
Office Equipment Maintenance	1,600	460	1,140
Professional Development	231,700	20,253	211,447
Professional/Contractual Services	276,700	186,358	90,342
Public Events	1,000	11,066	(10,066)
Telephone & Wireless	3,600	1,661	1,939
Maintenance & Operations Total	1,209,400	1,542,847	(333,447)
<u>Internal Service Charges</u>			
Workers' Compensation	40,700	-	40,700
Fleet Maintenance	-	-	-
General Liability	152,500	-	152,500
Internal Service Charges Total	193,200	-	193,200
<u>Capital Outlay</u>			
Equipment	-	-	-
Capital Outlay Total	-	-	-
Total Expenditures/Expenses	2,217,200	2,135,720	81,480

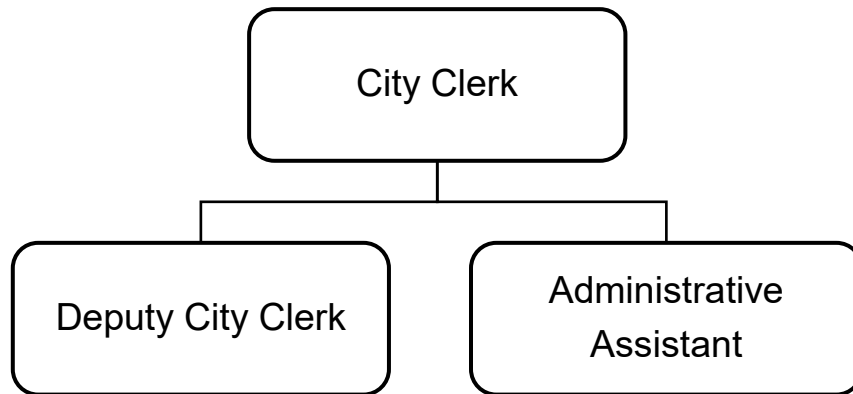
TOTAL BY FUND

FUND TITLE	BUDGET AMOUNT	FY 2023 ACTUALS	
111- General fund	2,021,600	2,036,300	(14,700)
216- Employees Retirement	176,300	-	176,300
219- Sales Tax- Transit Prop A	19,300	-	19,300
229- POLICE FORFEITURE	-	99,123	(99,123)
239- CDBG	-	297	(297)
	2,217,200	2,135,720	81,480

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Department	Actual	Actual	Actual	Actual	Actual
City Manager	\$ 1,428,669	\$ 1,662,829	\$ 2,025,361	\$ 2,173,460	\$ 2,135,720





Organizational Chart by Position

City Clerk

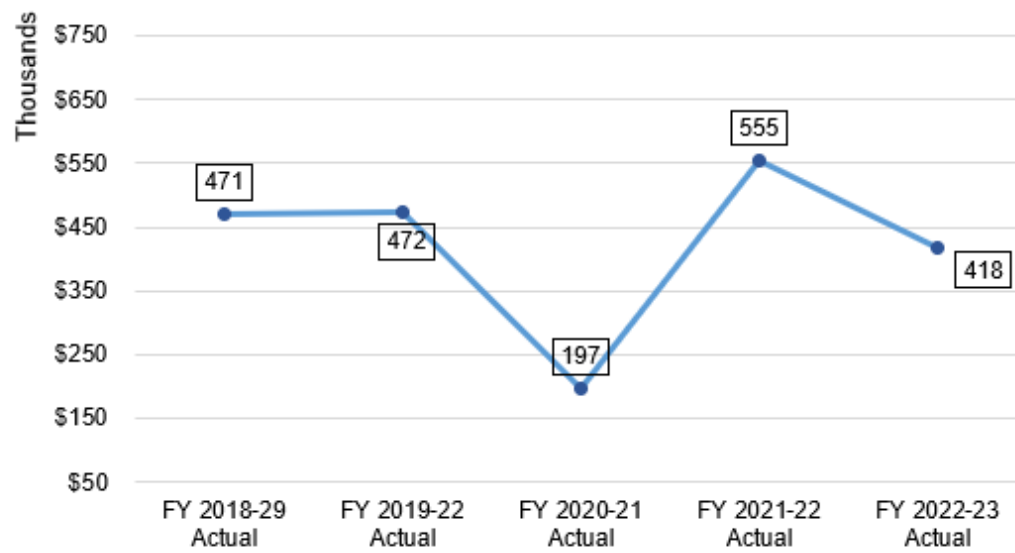
<u>Expenditure/Expense Classification</u>	<u>FY 2023 Adopted Budget</u>	<u>FY 2023 Actuals</u>	<u>Difference</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	191,800	133,402	58,398
Salaries Temporary/Part Time	-	-	-
Additional Pay	6,400	946	5,454
Allowances	-	-	-
Overtime	1,000	-	1,000
Payout	-	2,404	(2,404)
Sick Leave Buy Back	800	1,623	(823)
PARS/PERS Retirement	18,700	10,379	8,321
CalPERS Unfunded Liability	11,400	-	11,400
Fringe Benefits	59,500	13,955	45,545
Medicare	2,900	2,175	725
Salary & Benefits Total	292,500	164,883	127,617
<u>Maintenance & Operations</u>			
Advertising & Publication	9,700	19,533	(9,833)
Material and Supplies	3,800	4,899	(1,099)
Membership and Dues	900	404	496
Municipal Election	153,000	156,977	(3,977)
Office Equipment Maintenance	-	-	-
Professional Development	-	16,761	(16,761)
Professional/Contractual Services	59,200	54,150	5,050
Telephone & Wireless	-	321	(321)
Maintenance & Operations Total	226,600	253,046	(26,446)
<u>Internal Service Charges</u>			
Workers' Compensation	16,700	-	16,700
General Liability	30,600	-	30,600
Internal Service Charges Total	47,300	-	47,300
<u>Capital Outlay</u>			
Equipment	-	-	-
Capital Outlay Total	-	-	-
Total Expenditures/Expenses	566,400	417,929	148,471

TOTAL BY FUND

<u>FUND TITLE</u>	<u>BUDGET AMOUNT</u>	<u>FY 2023 ACTUALS</u>	<u>Difference</u>
111- General Fund	536,300	417,929	118,371
216- Employees Retirement	30,100	-	30,100
	566,400	417,929	148,471

Department	FY 2018-29 Actual	FY 2019-22 Actual	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Actual
City Clerk	\$ 470,601	\$ 471,973	\$ 196,682	\$ 555,224	\$ 417,929

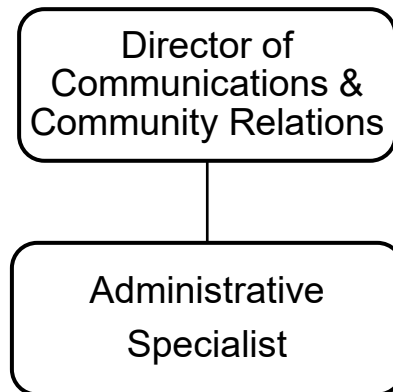
Departmental Expenditures
Fiscal Years 2019-20 to 2023-24





Communications & Community Relations

Organizational Chart by Position



Communications & Community Relations

<u>Expenditure/Expense Classification</u>	<u>FY 2023 Adopted Budget</u>	<u>FY 2023 Actuals</u>	<u>Difference</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	184,800	53,095	131,705
Additional Pay	4,300	785	3,515
Allowances	700	180	520
Overtime	1,000	-	1,000
PARS/PERS Retirement	14,600	4,181	10,419
Fringe Benefits	36,400	5,065	31,335
Medicare	2,700	784	1,916
Salary & Benefits Total	244,500	64,089	180,411
<u>Maintenance & Operations</u>			
Art Walk on Pacific	45,000	6,697	38,303
Community Outreach	8,200	290	7,910
Material and Supplies	2,000	4,013	(2,013)
Professional/Contractual Services	107,100	97,995	9,105
Performing Arts at Parks	-	5,986	(5,986)
State of the City	10,000	-	10,000
Maintenance & Operations Total	172,300	114,980	57,320
<u>Internal Service Charges</u>			
Workers' Compensation	15,600	-	15,600
General Liability	20,300	-	20,300
Internal Service Charges Total	35,900	-	35,900
Total Expenditures/Expenses	452,700	179,069	273,631

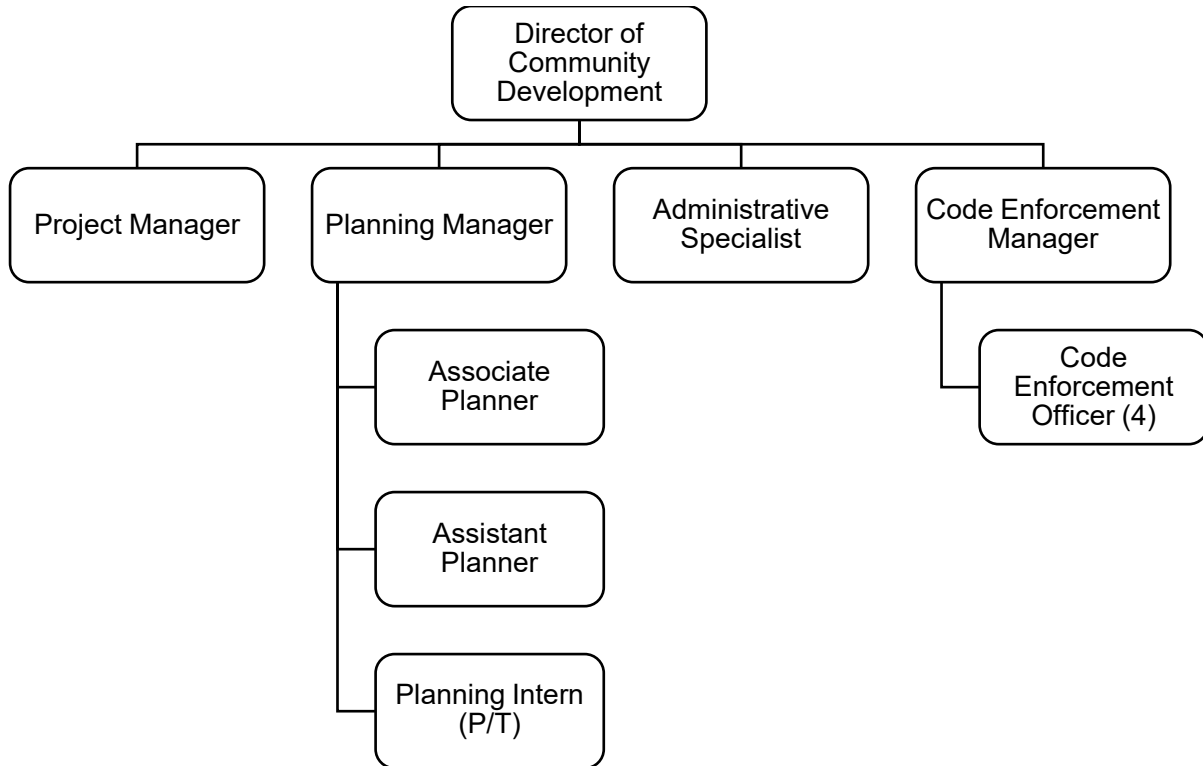
TOTAL BY FUND

<u>FUND TITLE</u>	<u>BUDGET AMOUNT</u>	<u>FY 2023 ACTUALS</u>	<u>Difference</u>
111- General Fund	452,700	179,069	273,631
216- Employees Retirement	-	-	-
	<u>452,700</u>	<u>179,069</u>	<u>273,631</u>



Community Development

Organizational Chart by Position



Community Development

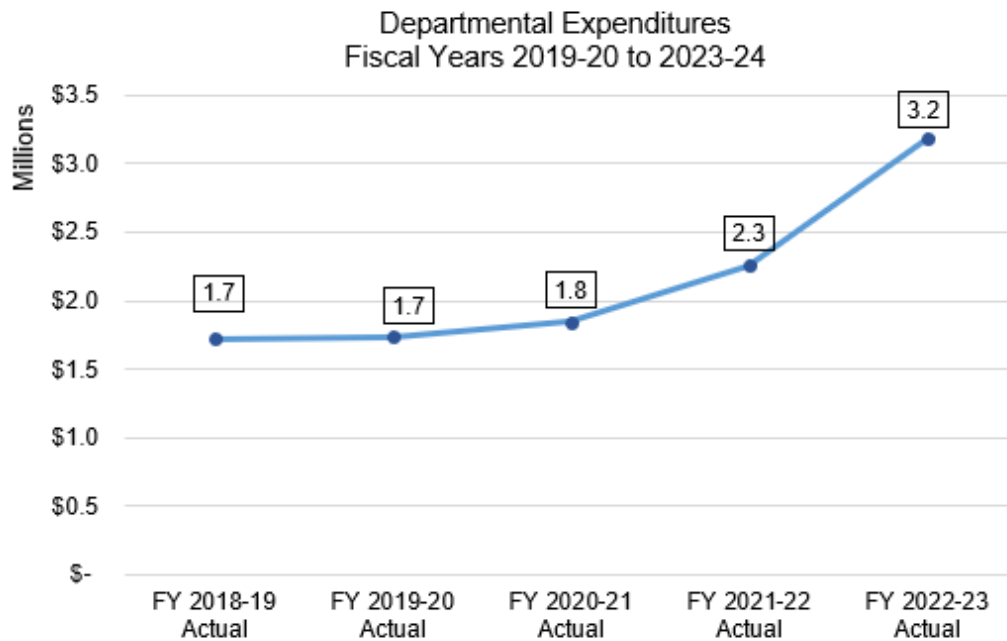
<u>Expenditure/Expense Classification</u>	<u>FY 2023 Adopted Budget</u>	<u>FY 2023 Actuals</u>	<u>Difference</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	860,500	1,004,129	(143,629)
Salaries Temporary/Part Time	14,600	78,981	(64,381)
Additional Pay	24,200	14,562	9,638
Premium Pay	-	7,477	(7,477)
Allowances & Stipends	9,000	7,439	1,561
Overtime	6,300	625	5,675
Vacation Payout	-	2,788	(2,788)
Sick Leave/Vacation Buy Back	9,200	9,292	(92)
PARS/PERS Retirement	120,500	133,803	(13,303)
CalPERS Unfunded Liability	175,700	-	175,700
Fringe Benefits	190,100	174,159	15,941
Medicare	13,200	16,400	(3,200)
Salary & Benefits Total	1,423,300	1,449,655	(26,355)
<u>Maintenance & Operations</u>			
Advertising and Publication	-	-	-
Building Inspection	561,000	1,033,915	(472,915)
Legal Services	-	177,527	(177,527)
Material and Supplies	8,200	7,722	478
Membership and Dues	-	-	-
Miscellaneous Refunds	-	-	-
Office Equipment Maintenance	-	-	-
Postage	300	-	300
Professional Development	-	6,736	(6,736)
Professional/Contractual Services	14,800	418,128	(403,328)
Telephone & Wireless	2,200	2,097	103
Salvation Army	-	91,146	(91,146)
Maintenance & Operations Total	586,500	1,737,271	(1,150,771)
<u>Internal Service Charges</u>			
Workers' Compensation	74,400	-	74,400
Fleet Maintenance	43,100	-	43,100
General Liability	175,100	-	175,100
Internal Service Charges Total	292,600	-	292,600
<u>Capital Outlay</u>			
Equipment	-	-	-
Capital Outlay Total	-	-	-
Total Expenditures/Expenses	2,302,400	3,186,926	(884,526)

Community Development

TOTAL BY FUND

FUND TITLE	BUDGET AMOUNT	FY 2023 ACTUALS	Difference
111- General Fund	2,045,200	2,749,489	(704,289)
216- Employees Retirement	257,200	-	257,200
239- Community Development Block Grant	-	383,808	(383,808)
241 - CalHome	-	98,560	(98,560)
254- Home ARP	-	(44,931)	44,931
		-	-
	<u>2,302,400</u>	<u>3,186,926</u>	<u>(884,526)</u>

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Department	Actual	Actual	Actual	Actual	Actual
Com Dev	\$ 1,723,638	\$ 1,734,739	\$ 1,845,658	\$ 2,257,141	\$ 3,186,926





Community Development-Federal Funding and Grants Division

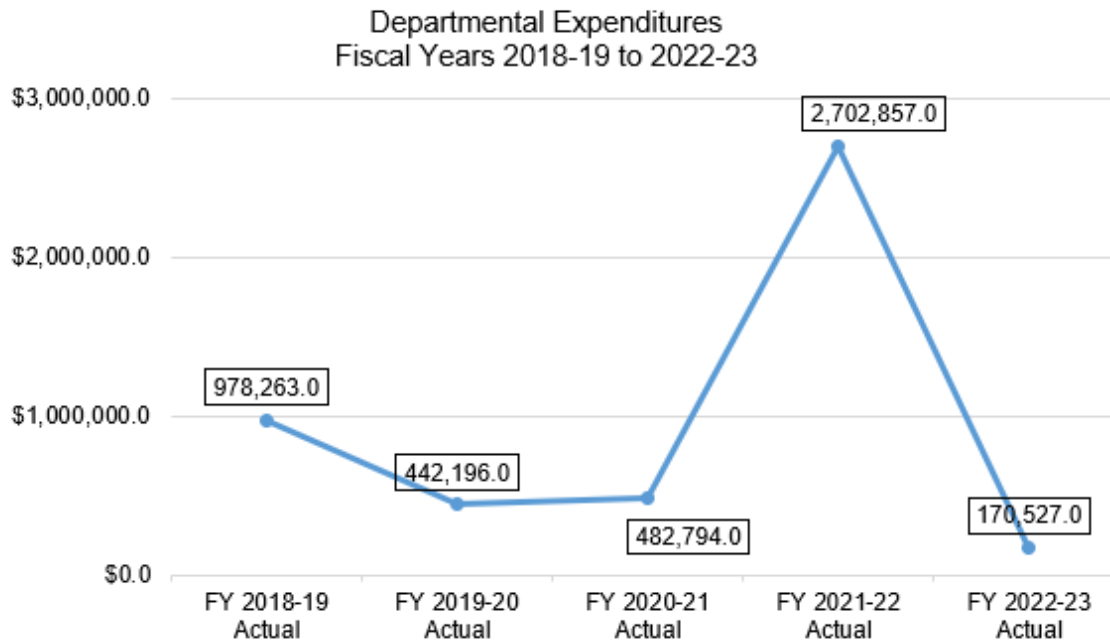
<u>Expenditure/Expense Classification</u>	<u>FY 2023 Adopted Budget</u>	<u>FY 2023 Actuals</u>	<u>Difference</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	88,800	-	88,800
Additional Pay	2,100	-	2,100
Overtime	-	-	-
Holiday/Vacation Payout	-	-	-
PARS/PERS Retirement	10,000	-	10,000
Fringe Benefits	25,000	-	25,000
Medicare	1,300	-	1,300
Salary & Benefits Total	127,200	-	-
<u>Maintenance & Operations</u>			
Advertising and Publication	5,100	-	5,100
Affordable Housing	-	-	-
Covid-19 Assistance Programs	433,500	40,000	393,500
Fair Housing Services	10,200	17,967	(7,767)
First Time Home Buyer	1,607,200	-	1,607,200
Hybrid Learning Program	-	-	-
Lead Abatement Program	-	-	-
Material and Supplies	6,100	-	6,100
Membership and Dues	2,000	-	2,000
Minor Home Repairs	153,000	-	153,000
Professional/Contractual Services	325,600	-	325,600
Senior Meal Program	-	112,560	(112,560)
Maintenance & Operations Total	2,542,700	170,527	2,372,173
Total Expenditures/Expenses	2,669,900	170,527	2,499,373

TOTAL BY FUND

	<u>BUDGET AMOUNT</u>	<u>FY 2023 ACTUALS</u>	<u>Difference</u>
111 - GENERAL FUND	-	-	-
239 - COMMUNITY DEVELOPMENT BLOCK C	2,608,500	170,527	2,437,973
242 - HUD HOME PROGRAM	61,400	-	61,400
			-
TOTAL FEDERAL FUNDING AND GRANTS DIVISION BY FUND	2,669,900	170,527	2,499,373

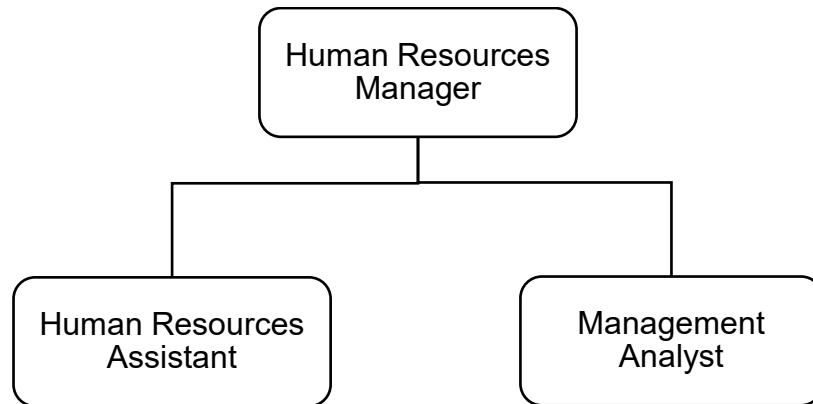
Community Development-Federal Funding and Grants Division

Department	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Actual
Grants	\$ 978,263	\$ 442,196	\$ 482,794	\$ 2,702,857	\$ 170,527





Organizational Chart by Position



Human Resources

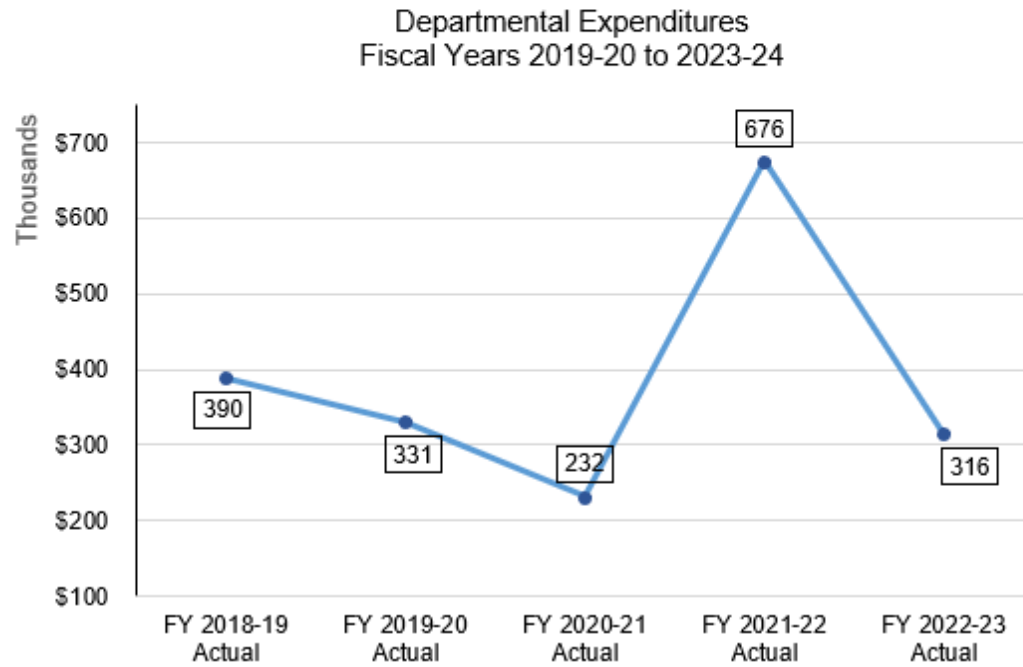
<u>Expenditure/Expense Classification</u>	<u>FY 2023 Adopted Budget</u>	<u>FY 2023 Actuals</u>	<u>Difference</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	322,000	188,964	133,036
Salaries Temporary/Part Time	-	-	-
Additional Pay	3,600	4,987	(1,387)
Allowances & Stipends	5,100	-	5,100
Overtime	1,000	68	932
Holiday Payout	-	-	-
Sick Leave Buy Back	300	1,452	(1,152)
Payout	-	4,539	(4,539)
PARS/PERS Retirement	32,000	17,461	14,539
CalPERS Unfunded Liability	16,600	-	16,600
Fringe Benefits	91,200	33,911	57,289
Medicare	4,800	2,895	1,905
Salary & Benefits Total	476,600	254,276	222,324
<u>Maintenance & Operations</u>			
Advertising and Publication	-	-	-
City Wide Training	5,100	-	5,100
Civil Service Hearings	30,600	-	30,600
Employee Recognition	4,100	-	4,100
Material and Supplies	5,600	7,837	(2,237)
Membership and Dues	1,800	-	1,800
Professional/Contractual Services	98,500	53,394	45,106
Replacement Benefit IRC	32,000	-	32,000
Telephone & Wireless	800	229	571
Maintenance & Operations Total	178,500	61,460	117,040
<u>Internal Service Charges</u>			
Workers' Compensation	10,100	-	10,100
General Liability	24,100	-	24,100
Internal Service Charges Total	34,200	-	34,200
Total Expenditures/Expenses	689,300	315,736	373,564

TOTAL BY FUND

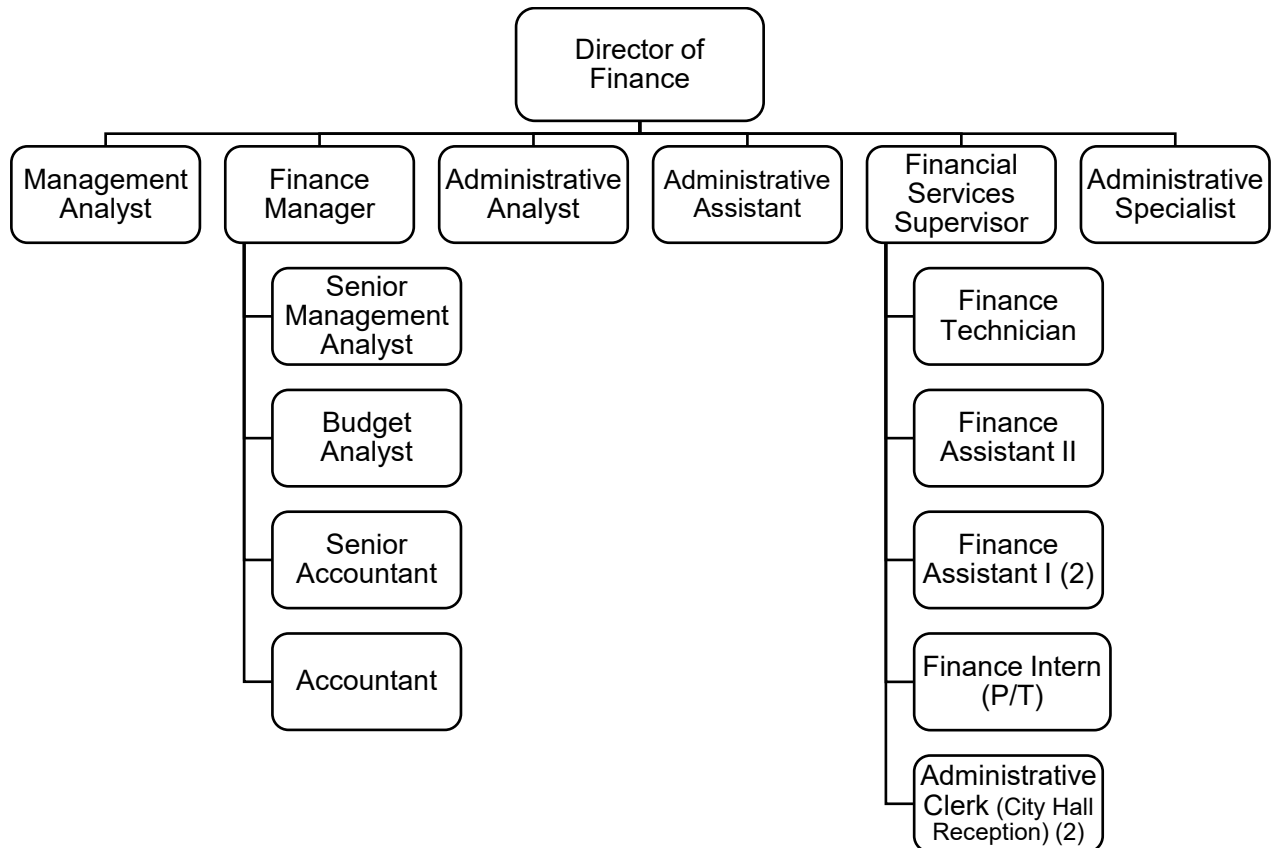
<u>FUND TITLE</u>	<u>BUDGET AMOUNT</u>	<u>FY 2023 ACTUALS</u>	<u>Difference</u>
111- General Fund	491,600	265,517	226,083
216- Employees Retirement	70,500	-	70,500
745- Risk Management	127,200	50,219	76,981
	689,300	315,736	373,564

Human Resources

Department	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Actual
Human Resou	\$ 389,511	\$ 330,974	\$ 232,315	\$ 675,736	\$ 315,736





Organizational Chart by Position

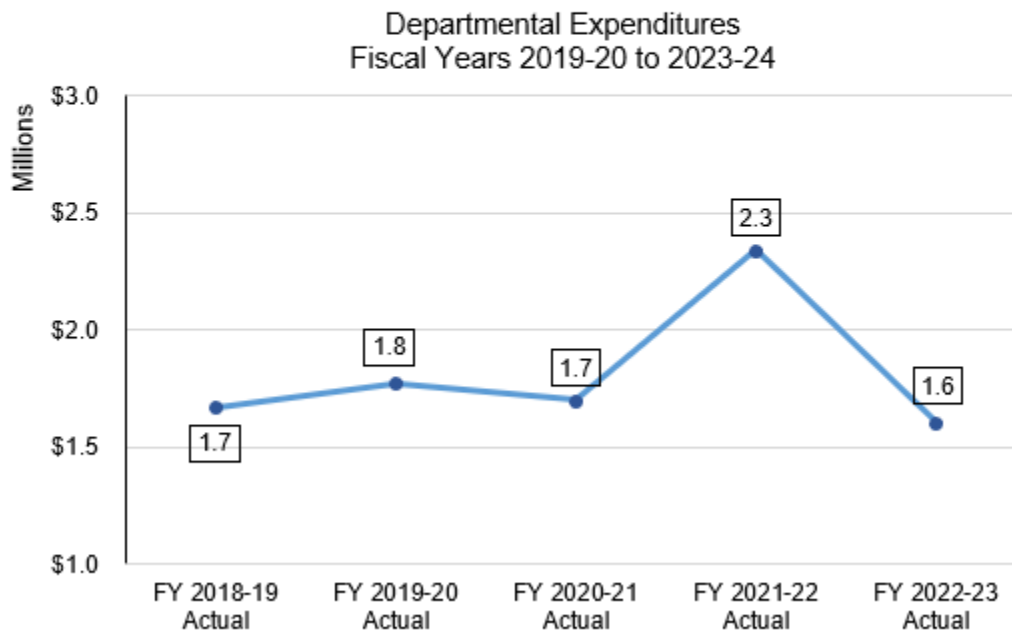
Finance

<u>Expenditure/Expense Classification</u>	<u>FY 2023 Adopted Budget</u>	<u>FY 2023 Actuals</u>	<u>Difference</u>
<i>Salaries & Benefits</i>			
Salaries Permanent/Full Time	1,183,600	741,002	442,598
Salaries Temporary/Part Time	15,200	-	15,200
Additional Pay	27,000	20,987	6,013
Allowances & Stipends	-	-	-
Overtime	9,700	5,477	4,223
Holiday/Vacation Payout	-	54,174	(54,174)
Sick Leave Buy Back	15,500	10,068	5,432
PARS/PERS Retirement	168,900	108,518	60,382
CalPERS Unfunded Liability	220,100	-	220,100
Fringe Benefits	242,200	154,419	87,781
Medicare	17,800	11,842	5,958
Salary & Benefits Total	1,900,000	1,106,486	793,514
<i>Maintenance & Operations</i>			
Advertising and Publication	-	-	-
Audit Fees	168,600	65,782	102,818
Material and Supplies	19,400	33,729	(14,329)
Membership and Dues	700	-	700
Postage	20,400	20,064	337
Professional Development	-	2,063	(2,063)
Professional/Contractual Services	129,100	375,640	(246,540)
Telephone and Wireless	800	88	712
Trustee Fees	2,800	2,625	175
Maintenance & Operations Total	341,800	499,989	(158,189)
<i>Internal Service Charges</i>			
Workers' Compensation	64,500	-	64,500
Fleet Maintenance	-	-	-
General Liability	84,000	-	84,000
Internal Service Charges Total	148,500	-	148,500
Total Expenditures/Expenses	2,390,300	1,606,475	783,825

Finance

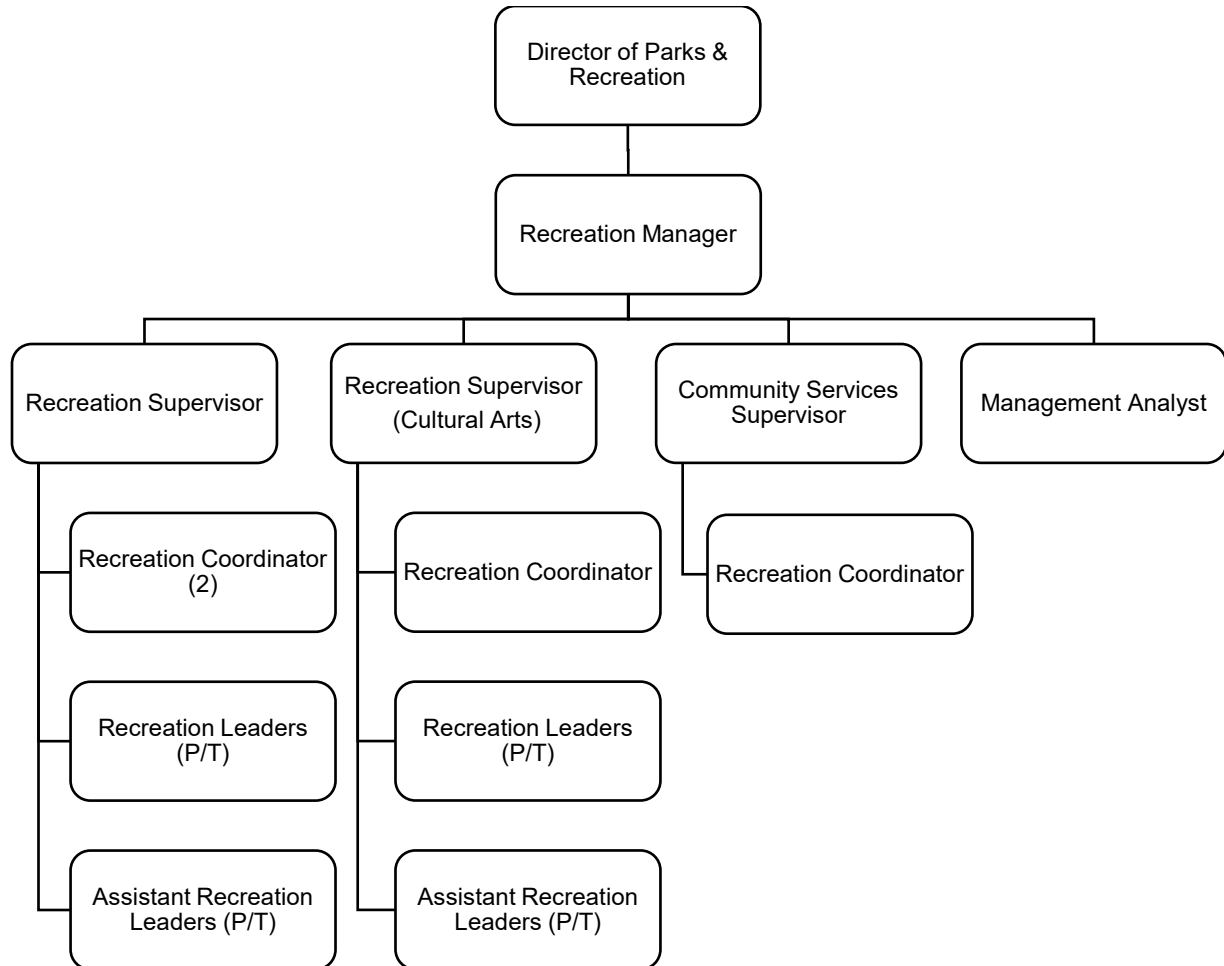
FUND TITLE	BUDGET AMOUNT	FY 2023 ACTUALS	Difference
111- General Fund	1,187,200	1,026,764	160,436
216- Employees Retirement	348,900	54,207	294,693
219 - Sales Tax-Transit Proposition A	51,500	23,249	28,251
220 - Sales Tax-Transit Proposition C	30,900	15,076	15,824
222 - Measure R	35,900	19,416	16,484
275 - Successor Agency	117,200	61,127	56,073
283 - Sewer Maintenance	18,400	3,832	14,568
285 - Solid Waste Management	12,600	3,832	8,768
535 - Street Light & Landscape	58,900	35,961	22,939
681 - Water	431,700	314,312	117,388
745- Risk Management	97,100	48,698	48,402
TOTAL FINANCE BY FUND	2,390,300	1,606,475	783,825

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Department	Actual	Actual	Actual	Actual	Actual
Finance	\$ 1,672,138	\$ 1,775,542	\$ 1,701,558	\$ 2,343,426	\$ 1,606,475





Organizational Chart by Position



Parks & Recreation

	FY 2023		
	Adopted	FY 2023	
<u>Expenditure/Expense Classification</u>	<u>Budget</u>	<u>Actuals</u>	<u>Difference</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	709,200	713,476	(4,276)
Salaries Temporary/Part Time	195,400	257,766	(62,366)
Additional Pay	22,000	22,327	(327)
Allowances & Stipends	12,200	3,325	8,875
Overtime	1,400	14,980	(13,580)
Holiday/Vacation Payout	-	7,407	(7,407)
Sick Leave Buy Back	9,100	11,602	(2,502)
PARS/PERS Retirement	73,400	75,515	(2,115)
CalPERS Unfunded Liability	153,100	-	153,100
Fringe Benefits	174,100	141,709	32,391
Medicare	13,600	14,991	(1,391)
Salary & Benefits Total	1,363,500	1,263,097	100,403
<u>Maintenance & Operations</u>			
5K & Health Expo	45,000	-	45,000
Advertising and Publication	-	-	-
Art Walk on Pacific	25,500	19,270	6,230
Covid-19 Supplies	-	104,346	(104,346)
Diabetic Friendly Menu Pilot Program	20,000	-	20,000
Equipment Rentals	5,100	-	5,100
Food Pantry	5,100	-	5,100
Fourth of July	25,500	-	25,500
Halloween	15,300	23,120	(7,820)
Holiday Parade	61,200	63,864	(2,664)
Improvements	25,500	-	25,500
Maintenance	6,100	-	6,100
Material and Supplies	144,800	46,815	97,985
Membership and Dues	1,400	715	685
Office Equipment Maintenance	3,200	-	3,200
Professional Development	-	1,191	(1,191)
Professional/Contractual Services	143,900	139,004	4,896
Public Events	400	31,719	(31,319)
Referee Services	8,200	12,597	(4,397)
Senior Dance Program	8,200	12,586	(4,386)
Senior Meal Program	10,200	-	10,200
Telephone & Wireless	1,400	709	691
Youth Football Program	15,000	-	15,000
Maintenance & Operations Total	571,000	455,934	115,066

Parks & Recreation

Internal Service Charges

Workers' Compensation	59,100	-	59,100
Fleet Maintenance	34,500	-	34,500
General Liability	123,800	-	123,800
Internal Service Charges Total	217,400	-	217,400

Capital Outlay

Equipment	71,900	83,045	(11,145)
Improvements	-	-	-
Capital Outlay Total	71,900	83,045	(11,145)

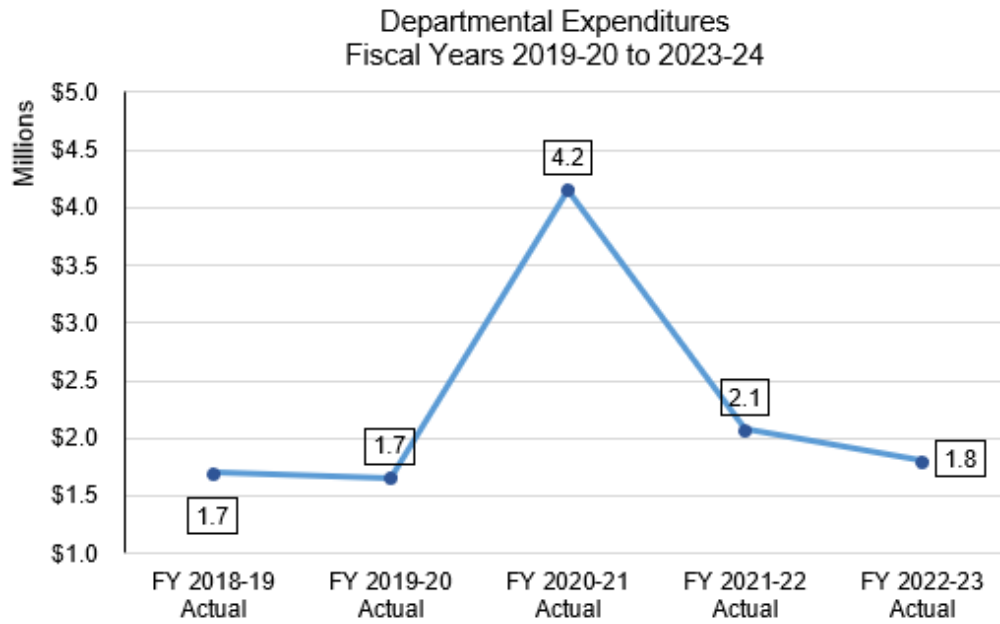
Total Expenditures/Expenses	2,223,800	1,802,076	421,724
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TOTAL BY FUND

FUND TITLE	BUDGET AMOUNT	FY 2023 ACTUALS	
111 - GENERAL	1,717,600	1,549,957	167,643
114 - SPECIAL EVENTS CONTRIBUTION	-	-	-
216 - EMPLOYEES RETIREMENT	226,500	-	226,500
232 - ART IN PUBLIC PLACES	200,100	73,517	126,583
239 - COMMUNITY DEVELOPMENT BLOCK GR.	79,600	178,602	(99,002)
TOTAL PARKS & RECREATION BY FUND	2,223,800	1,802,076	421,724

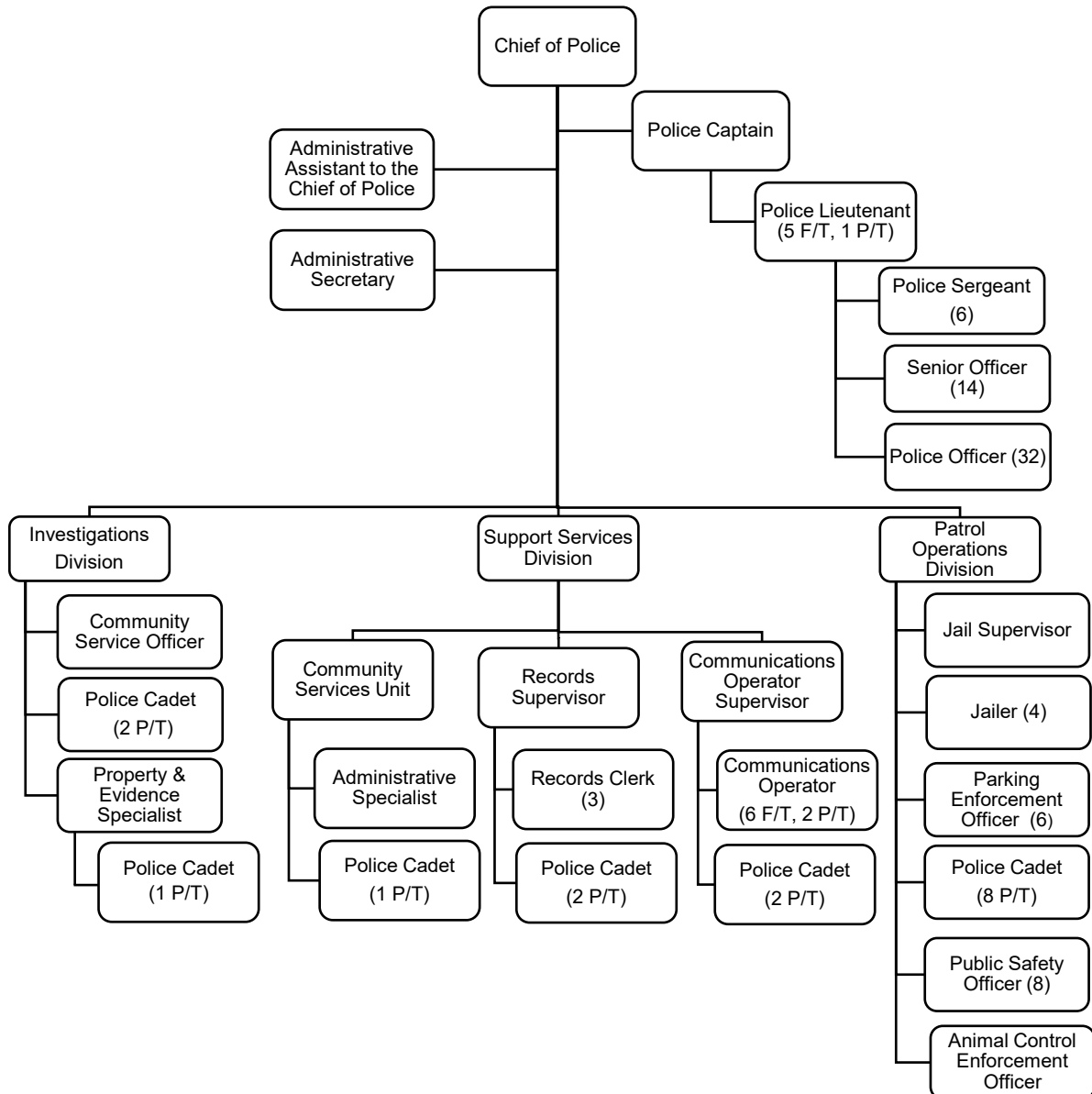
Parks & Recreation

Department	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Actual
Parks & Rec	\$ 1,699,537	\$ 1,659,107	\$ 4,155,989	\$ 2,076,368	\$ 1,802,076





Organizational Chart by Position



Police

<u>Expenditure/Expense Classification</u>	<u>FY 2023 Adopted Budget</u>	<u>FY 2023 Actuals</u>	<u>Difference</u>
<u>Salaries & Benefits</u>			
Salaries Permanent/Full Time	8,389,500	8,199,757	189,743
Salaries Temporary/Part Time	217,600	210,339	7,261
Additional Pay	364,000	210,020	153,980
Allowances & Stipends	94,800	95,050	(250)
Overtime	767,500	606,685	160,815
Holiday/Vacation Payout	341,600	463,478	(121,878)
Vacation Payout	-	87,741	(87,741)
Sick Leave Buy Back	95,800	97,732	(1,932)
PARS/PERS Retirement	1,889,100	1,590,337	298,763
CalPERS Unfunded Liability	3,611,900	-	3,611,900
Fringe Benefits	1,841,200	1,263,062	578,138
Medicare	134,500	144,298	(9,798)
Salary & Benefits Total	17,747,500	12,968,498	4,779,002
<u>Maintenance & Operations</u>			
Citation Parking Collections	-	366,187	(366,187)
Electric and Gas Charges	83,600	137,578	(53,978)
Equipment Rental	25,500	3,831	21,669
IT Services	296,300	305,654	(9,354)
Material and Supplies	106,900	128,737	(21,837)
Medical Services	21,400	-	21,400
Moving Violations Surcharge	316,200	-	316,200
Pension Obligation Bonds	2,402,700	2,397,323	5,377
Professional Development	5,100	111,505	(106,405)
Professional/Contractual Services	542,400	1,156,245	(613,845)
Retiree Health Insurance Premium	1,305,000	-	1,305,000
Telephone & Wireless	127,500	139,928	(12,428)
Vehicle Leases	25,500	-	25,500
Maintenance & Operations Total	5,258,100	4,746,989	511,111
<u>Internal Service Charges</u>			
Workers' Compensation	786,700	-	786,700
Fleet Maintenance (Includes Fuel)	552,200	6,520	545,680
General Liability	1,561,700	-	1,561,700
Internal Service Charges Total	2,900,600	6,520	2,894,080
<u>Capital Outlay</u>			
Equipment	239,000	313,381	(74,381)
Capital Outlay Total	239,000	313,381	(74,381)

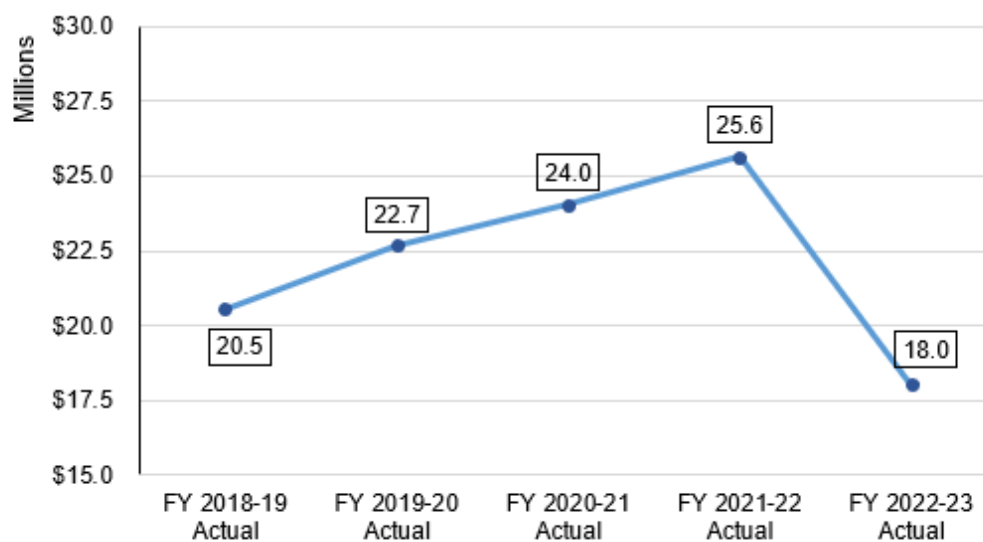
Police

TOTAL BY FUND

FUND TITLE	BUDGET AMOUNT	FY 2023 ACTUALS	Difference
111 - GENERAL	16,843,000	15,398,089	1,444,911
121 - WELFARE INMATE	8,100	23,996	(15,896)
122 - PREVENTION INTERVENTION	27,400	-	27,400
216 - EMPLOYEES RETIREMENT	7,621,800	2,397,323	5,224,477
217 - OTHER POST-EMPLOYMENT BEN	1,305,000	-	1,305,000
224 - OFFICE OF TRAFFIC & SAFETY	72,700	28,943	43,757
225 - CAL COPS	239,000	34,560	204,440
226 - AIR QUALITY MANAGEMENT TRUS	25,500	-	25,500
227 - OFFICE OF CRIMINAL JUSTICE	2,700	-	2,700
229 - POLICE FORFEITURE	-	(35,613)	35,613
230 - Homeland Security Fund	-	184,097	(184,097)
233 - Bullet Proof Vest Grant	-	3,993	(3,993)
TOTAL POLICE BY FUND	26,145,200	18,035,389	8,109,811

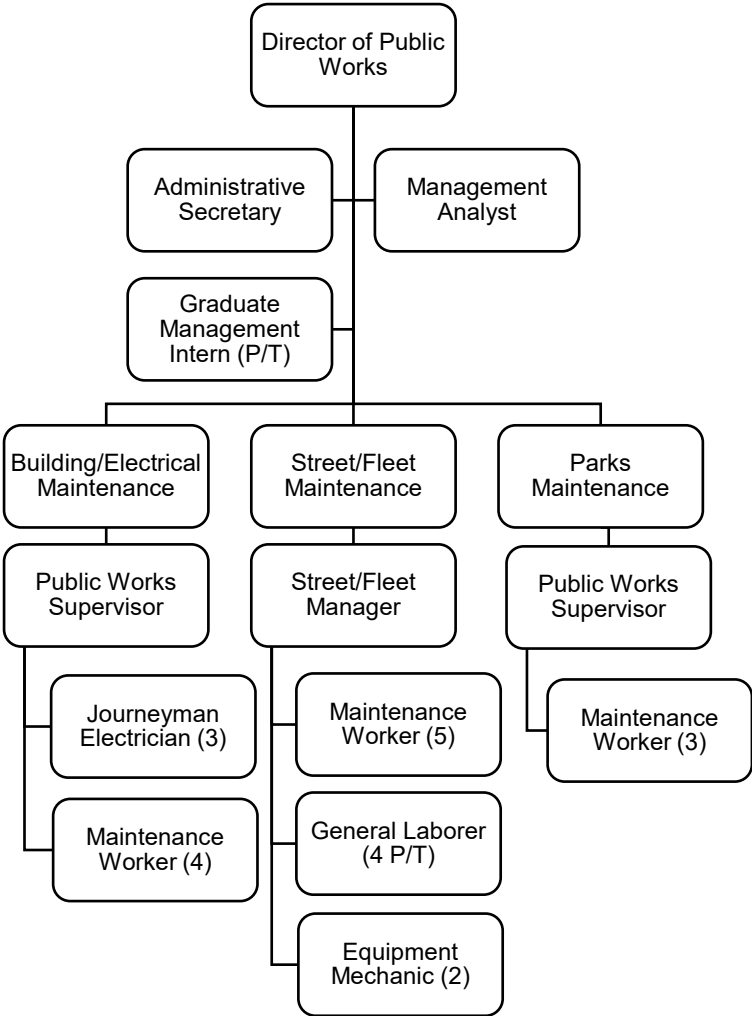
Department	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Actual
Police	\$ 20,544,678	\$ 22,680,689	\$ 24,042,845	\$ 25,632,504	\$ 18,035,389

Departmental Expenditures
Fiscal Years 2019-20 to 2023-24





Organizational Chart by Position



Public Works

Expenditure/Expense Classification	FY 2023 Adopted Budget	FY 2023 Actuals	Difference
<i>Salaries & Benefits</i>			
Salaries Permanent/Full Time	1,711,300	1,766,389	(55,089)
Salaries Temporary/Part Time	95,100	81,911	13,189
Additional Pay	75,000	60,855	14,145
Allowances & Stipends	6,100	6,587	(487)
Overtime	89,700	100,765	(11,065)
Holiday/Vacation Payout	-	5,788	(5,788)
Sick Leave Buy Back	21,500	26,824	(5,324)
PARS/PERS Retirement	347,300	334,657	12,643
CalPERS Unfunded Liability	359,400	-	359,400
Fringe Benefits	483,000	444,997	38,003
Medicare	27,800	29,831	(2,031)
Salary & Benefits Total	3,216,200	2,858,606	357,594
<i>Maintenance & Operations</i>			
Account Write Off	-	(5)	5
Advertising and Publication	17,300	-	17,300
Building Maintenance	127,500	274,891	(147,391)
Bus Passes	65,300	8,365	56,935
Dial-A-Ride	858,600	901,463	(42,863)
Electric and Gas Charges	652,800	659,445	(6,645)
Equipment Rental	13,300	36,431	(23,131)
Fixed Route Transit	1,252,200	1,137,836	114,364
Fuel and Oil	362,100	440,604	(78,504)
Material and Supplies	458,900	401,780	57,120
Membership and Dues	45,200	25,200	20,000
Office Equipment Maintenance	4,100	9,673	(5,573)
Other Improvements	-	-	-
Permits and Fees	133,800	86,956	46,844
Professional/Contractual Services	4,968,200	5,299,496	(331,296)
Recreation Transit	10,200	7,674	2,526
Storm Water WMP	-	75,577	(75,577)
Street Light Supplies	-	-	-
Telephone & Wireless	65,500	60,707	4,793
Vehicle/Transit Maintenance	322,300	477,105	(154,805)
Water and Sewer Maintenance	377,400	-	377,400
Water Purchase/Supply	3,031,400	2,783,373	248,027
Maintenance & Operations Total	12,766,100	12,686,569	79,531
<i>Internal Service Charges</i>			
Workers' Compensation	182,200	-	182,200
Fleet Maintenance	336,500	437,950	(101,450)
General Liability	1,505,700	-	1,505,700
Internal Service Charges Total	2,024,400	437,950	1,586,450

Public Works

<u>Expenditure/Expense Classification</u>	<u>FY 2023 Adopted Budget</u>	<u>FY 2023 Actuals</u>	<u>Difference</u>
<i>Capital Outlay</i>			
Equipment	573,100	309,950	263,150
Capital Outlay Total	573,100	309,950	263,150
Total Expenditures/Expenses	18,579,800	16,293,075	2,286,725

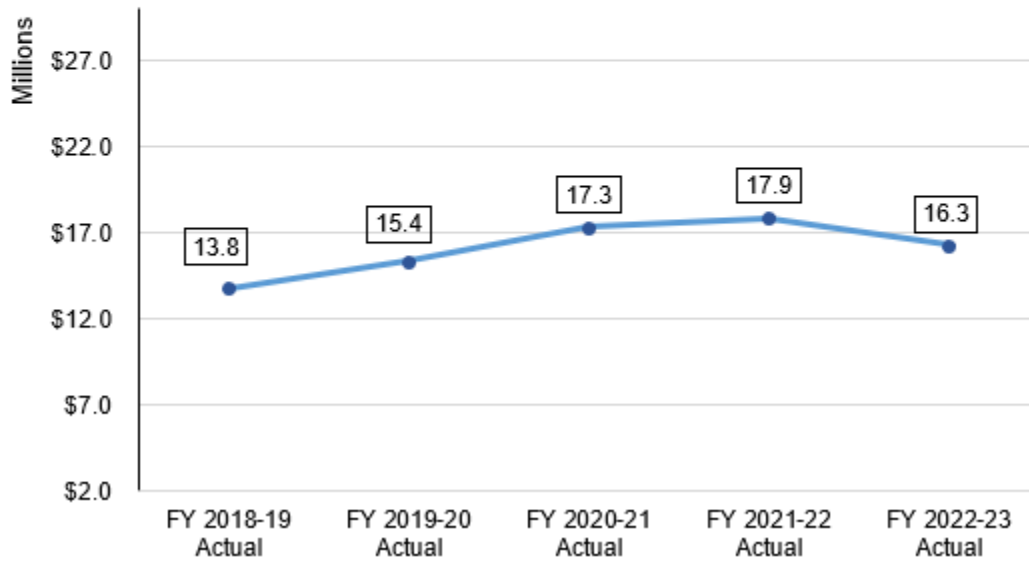
TOTAL BY FUND

<u>FUND TITLE</u>	<u>BUDGET AMOUNT</u>	<u>FY 2023 ACTUALS</u>	<u>Difference</u>
111- General Fund	4,466,000	3,354,208	1,111,792
210- Measure M	47,700	46,800	900
216- Employees Retirement	427,700	-	427,700
219- Sales Tax-Transit Prop A	1,450,000	1,427,913	22,087
220- Sales Tax-Transit Prop C	889,300	713,901	175,399
221- State Gasoline Tax	2,007,500	1,903,614	103,886
222- Measure R	805,800	741,536	64,264
283- Sewer Maintenance	231,100	176,870	54,230
285- Solid Waste Management	54,200	61,660	(7,460)
287- Solid Waste Recycle Grant	32,200	24,347	7,853
535- Street Light and Landscape	1,275,800	1,303,406	(27,606)
681- Water	5,926,100	5,145,819	780,281
741- Fleet Maintenance	966,400	1,393,002	(426,602)
	<u>18,579,800</u>	<u>16,293,075</u>	<u>2,286,725</u>

Public Works

Department	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Actual
Public Works	\$ 13,824,950	\$ 15,363,416	\$ 17,320,366	\$ 17,882,016	\$ 16,293,075

Departmental Expenditures
Fiscal Years 2019-20 to 2023-24





Non-Departmental

<u>Expenditure/Expense Classification</u>	<u>FY 2023 Adopted Budget</u>	<u>FY 2023 Actuals</u>	<u>Difference</u>
<u>Maintenance & Operations</u>			
Annual Cost of Living Adjustment Savings	-	-	-
Bank Services	102,000	79,766	22,234
Citation Parking Collections	-	139,098	(139,098)
County Admin Fee	16,800	1,911	14,889
Covid-19 Supplies	-	-	-
Debt Service	7,354,600	5,740,934	1,613,666
Equipment	-	-	-
Equipment Rental	46,400	33,154	13,246
Financial Systems	467,700	695,989	(228,289)
Housing Authority	-	-	-
Land Sale Costs	-	-	-
Material and Supplies	4,100	154	3,946
Other Expenses	-	648,406	(648,406)
Penalties & Interest	-	36,727	(36,727)
Personnel Adjustment Savings	-	-	-
Postage	10,700	29,047	(18,347)
Professional/Contractual Services	443,400	800,435	(357,035)
Retiree Health Insurance Premium	690,400	1,782,949	(1,092,549)
Risk Management Claims	1,723,800	-	1,723,800
Risk Management Premium	2,785,400	920	2,784,480
Sales Tax Rebate	329,500	-	329,500
Senior Income PRG	3,888,000	2,986,800	901,200
Telephone & Wireless	177,700	157,669	20,031
Transfers	-	-	-
Tuition Assistance	25,500	24,974	526
Unemployment Insurance	66,300	-	66,300
Maintenance & Operations Total	18,132,300	13,158,934	4,973,366
<u>Internal Service Charges</u>			
Other Post-Employment Benefits	2,006,900	-	2,006,900
Ins - Benefits Active EEs	-	705,336	(705,336)
Risk Management Premium	-	3,109,017	(3,109,017)
Internal Service Charges Total	2,006,900	3,814,353	(1,807,453)
<u>Capital Outlay</u>			
Equipment	-	574,485	(574,485)
Capital Outlay Total	-	574,485	(574,485)
Total Expenditures/Expenses	20,139,200	17,547,772	2,591,428

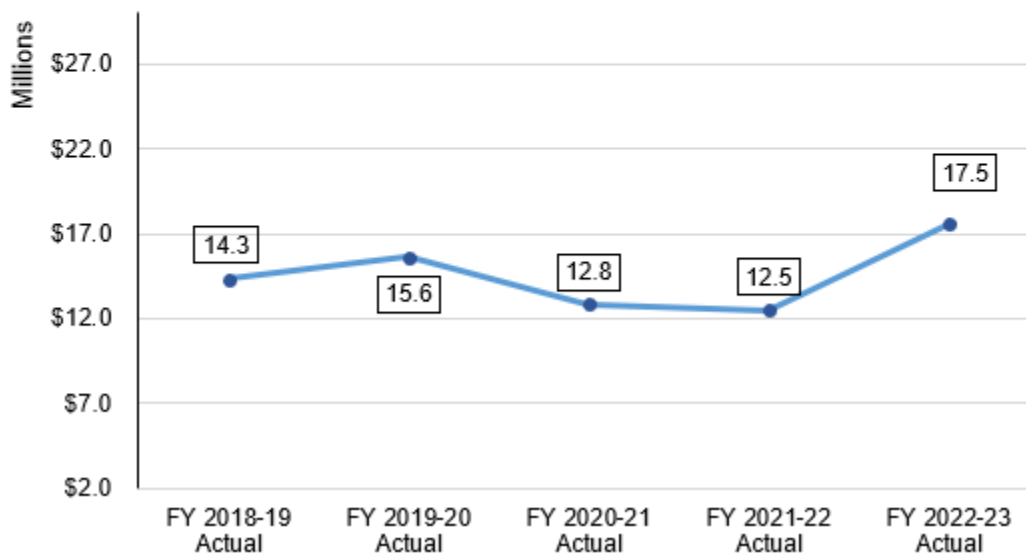
Non-Departmental

TOTAL BY FUND

FUND TITLE	BUDGET AMOUNT	FY 2023 ACTUALS	Difference
111 - GENERAL	10,513,300	5,977,235	4,536,065
216 - EMPLOYEES' RETIREMENT	2,500	-	2,500
217 - OTHER POST-EMPLOYMENT BENEFIT	701,900	1,789,732	(1,087,832)
219 - SALES TAX- TRANSIT PROPOSITION A	6,800		6,800
220 - SALES TAX- TRANSIT PROPOSITION C	21,200		21,200
221 - STATE GASOLINE TAX	40,600		40,600
222 - MEASURE R	3,600		3,600
275 - SUCCESSOR AGENCY	4,281,400	4,182,844	98,556
283 - SEWER MAINTENANCE	2,600	-	2,600
285 - SOLID WASTE MANAGEMENT	1,300	-	1,300
475 - PUBLIC FINANCING AUTHORITY	574,700	558,172	16,528
535 - STREET LIGHT & LANDSCAPE	990,800	1,003,162	(12,362)
681 - WATER	46,600	-	46,600
745 - RISK MANAGEMENT	2,951,900	4,036,627	(1,084,727)
	<u>20,139,200</u>	<u>17,547,772</u>	<u>2,591,428</u>

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Department	Actual	Actual	Actual	Actual	Actual
Non-Departmental	\$ 14,346,070	\$ 15,625,813	\$ 12,848,849	\$ 12,521,313	\$ 17,547,772

Departmental Expenditures
Fiscal Years 2019-20 to 2023-24



Capital Improvement Program

CAPITAL IMPROVEMENT PROGRAM				
Funding Source	Project Description	FY 2023 Adopted Budget	FY 2023 Actuals	Difference
ATP Cycle Projects				
210-8080-431.73-10	ATP Cycle 2 Construction	25,400	20,636	4,764
111-8080-431.73-10	ATP Cycle 2 Construction	-	-	-
334-8080-431.76-19	ATP Cycle 3 Design	-	-	-
202-8080-431.76-20	ATP Cycle 3	1,096,100	1,103,458	(7,358)
222-8080-431.76-20	ATP Cycle 3	120,300	67,780	52,520
202-8080-431.76-21	ATP Cycle 4	127,500	157,296	(29,796)
202-8080-431.76-23	ATP Cycle 5	-	139,543	(139,543)
222-8080-431.76-23	ATP Cycle 5	-	-	-
ATP Cycle Projects Total		1,369,300	1,488,713	(119,413)
Slauson Avenue Congestion Relief Improvements Project				
222-8010-431.76-06	Slauson Avenue Congestion Relief Improvements	203,200	156,065	47,135
Slauson Avenue Congestion Relief Improvements Project Total		203,200	156,065	47,135
Water Main Replacement Project				
681-8030-461.76-14	Water Main Replacement	-	-	-
Water Main Replacement Project Total		-	-	-
LA County Walnut Street ET AL				
221-8010-431.76-22	LA County Walnut Street ET AL	335,100	290,000	45,100
LA County Walnut Street ET AL Total		335,100	290,000	45,100
SB1 Street Enhancement Program				
221-8010-431.76-12	SB1 Street Enhancement Program - Design & Construction + Construction & Inspection	2,959,300	1,474,368	1,484,932
111-8010-431.76-12	SB1 Street Enhancement Program - Construction	1,910,039	1,442,238	467,801
SB1 Street Enhancement Program Total		4,869,339	2,916,606	1,952,733
SB1 Street Enhancement Project CDBG -Miles Avenue and Santa Fe Avenue				
239-8010-431.76-12	SB1 Street Enhancement - Construction	3,421,700	2,961,496	460,204
SB1 Street Enhancement Project-Miles Avenue and Santa Fe Avenue Total		3,421,700	2,961,496	460,204
SB1 Slurry Seal Project				
111-8010-431.76-32	SB1 Slurry Seal Project	-	450,736	(450,736)
SB1 Slurry Seal Total		-	450,736	(450,736)

Capital Improvement Program

Cottage Reservoir Well 15

283-8040-432.76-18	Cottage Reservoir Well 15	-	-	-
681-8030-461.76-18	Cottage Reservoir Well 15	748,400	647,715	100,685
681-8030-461.76-26	Cottage Reservoir Well 15	135,100	116,961	18,139
Cottage Reservoir Well 15 Total		883,500	764,676	118,824

CPS & ARS Installation Project

111-8031-433.76-17	CPS & ARS Installation Project	509,700	153,984	355,716
CPS & ARS Installation Project Total		509,700	153,984	355,716

Security Upgrades at Parks/Community Center

535-6010-415.76-24	Security Upgrades at Parks/Community Center	-	-	-
Security Upgrades at Parks/Community Center Total		-	-	-

Water Towers Art Restoration

232-6010-419.76-25	Water Towers Art Restoration	93,300	80,730	12,570
Water Towers Art Restoration Total		93,300	80,730	12,570

Salt Lake Park - Aquatic Center

787-8910-499.76-12	Salt Lake Park Aquatic Center	2,500,000	273,617	2,226,383
Salt Lake Park Aquatic Center Total		2,500,000	273,617	2,226,383

ROAR Project

787-8914-499.56-41	ROAR Project	-	141,338	(141,338)
ROAR Project Total		-	141,338	(141,338)

City Wide WiFi Project

787-8915-499.56-41	City Wide WiFi	-	1,689,782	(1,689,782)
City Wide Wifi Total		-	1,689,782	(1,689,782)

Park Improvements Project

787-8915-499.56-41	Park Improvements	-	11,672	(11,672)
Park Improvements Total		-	11,672	(11,672)

Capital Improvement Program

Litter Abatement & Beautification Project

210-8080-434.56-41	Litter Abatement & Beautification Project	249,290	-	249,290
Litter Abatement & Beautification Total		249,290	-	249,290

City Wide Fire Alarm System Project

787-8915-499.56-41	City Wide Fire Alarm	114,000	70,101	43,899
City Wide Fire Alarm Total		114,000	70,101	43,899

Street Light Renovations Project

111-8010-431.76-19	Street Light Renovations Project	1,058,800	916,361	142,439
Street Light Renovations Total		1,058,800	916,361	142,439

Zoe Ave Trench & Pavement Project

111-8020-432.76-03	Zoe Ave Project	-	75	(75)
Zoe Ave Project Total		-	75	(75)

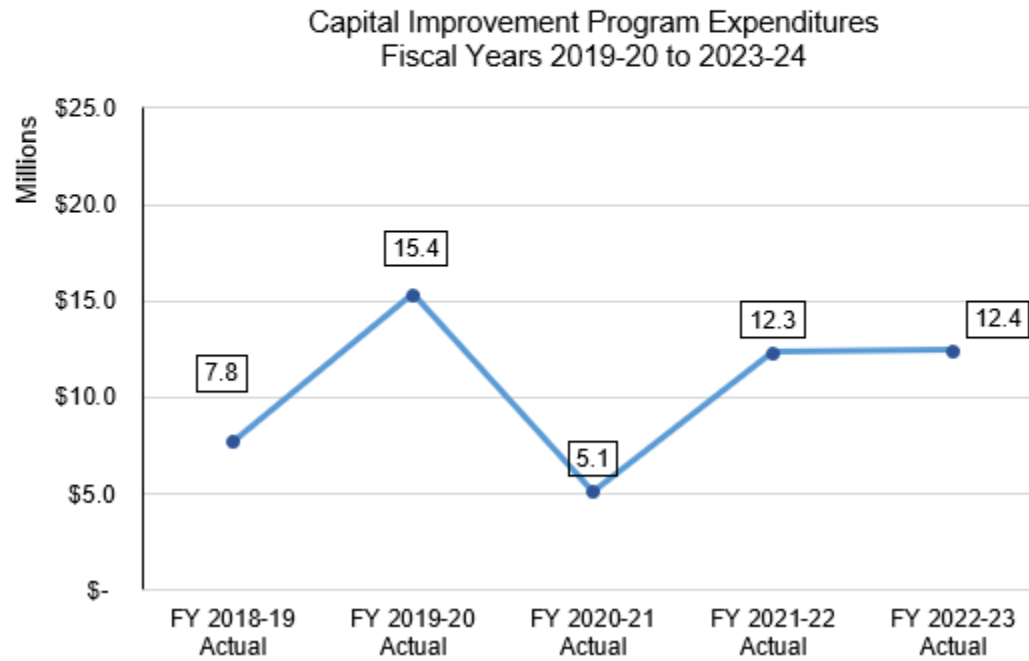
Truck Purchase

111-8010-431.76-32	Truck Purchase	-	79,430	(79,430)
Truck Purchase Total		-	79,430	(79,430)

Grand Total		\$ 15,607,229	12,445,382	3,161,847
TOTAL BY FUND				
		BUDGET	FY 2023	
FUND TITLE		AMOUNT	ACTUALS	Difference
111 - GENERAL		3,592,539	3,112,925	479,614
202 - CROSSWALKS		1,223,600	1,400,297	(176,697)
210 - MEASURE M		274,690	20,636	254,054
221 - STATE GASOLINE TAX FUND		3,294,400	1,764,368	1,530,032
222 - MEASURE R		323,500	223,845	99,655
232 - ART IN PUBLIC PLACES		93,300	80,730	12,570
239 - COMMUNITY DEVELOPMENT BLOCK GF		3,421,700	2,961,496	460,204
283 - SEWER		-	-	-
334 - PED/BIKE PATH		-	-	-
535 - STREET LIGHTING AND LANDSCAPE		-	-	-
681 - WATER		883,500	764,676	118,824
787- City Wide CIP		2,500,000	2,116,409	383,591
TOTAL CAPITAL IMPROVEMENT PROGRAM B		15,607,229	12,445,383	3,161,846

Capital Improvement Program

Department	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Actual
CIP	\$ 7,756,708	\$ 15,384,057	\$ 5,146,972	\$ 12,347,873	\$ 12,445,383





Full-Time and Part-Time Positions

Department	Position Title	Fiscal Year 2022-2023 Adopted	Fiscal Year 2022-2023 Corrected	Fiscal Year 2022-2023 Filled	Fiscal Year 2022-2023 Unfilled
City Council					
	City Council	5	5	5	0
	Administrative Analyst	1	0	0	0
	Total	6	5	5	0
City Manager					
	City Manager	1	1	1	0
	Assistant City Manager	1	1	1	0
	Executive Assistant to the City Manager	0	0	0	0
	Administrative Assistant to the City Manager	1	1	1	0
	Administrative Clerk	0	1	0	1
	Total	3	4	3	1
City Clerk					
	City Clerk	1	1	1	0
	Deputy City Clerk	1	1	0	1
	Junior Deputy City Clerk	0	1	0	1
	Administrative Assistant	1	1	1	0
	Administrative Specialist	0	1	0	1
	Total	3	5	2	3
Communications & Community Relations					
	Director of Communications & Community Relations	1	1	1	0
	Administrative Specialist	1	1	1	0
	Total	2	2	2	0
Community Development					
	Director of Community Development	1	1	1	0
	Administrative Clerk	0	1	1	0
	Administrative Specialist	1	1	1	0
	Project Manager	1	1	1	0
	Planning Manager	1	1	1	0
	Assistant Planner	1	1	1	0
	Associate Planner	1	1	1	0
	Code Enforcement Manager	1	1	1	0
	Code Enforcement Officer	4	4	3	1
	Planning Intern (P/T)	1	1	1	0
	Total	12	13	12	1
Human Resources					
	Human Resources Manager	1	1	0	1
	Human Resources Supervisor	0	1	1	0
	Management Analyst	1	1	0	1
	Human Resources Assistant	1	1	1	0
	Total	3	4	2	2

Full-Time and Part-Time Positions

Department	Position Title	Fiscal Year 2022-2023 Adopted	Fiscal Year 2022-2023 Corrected	Fiscal Year 2022-2023 Filled	Fiscal Year 2022-2023 Unfilled
Finance					
	Director of Finance	1	1	0	1
	Finance Manager	1	1	0	1
	Administrative Assistant	1	1	1	0
	Administrative Analyst	1	1	1	0
	Budget Analyst	1	1	0	1
	Management Analyst	1	1	1	0
	Senior Accountant	1	1	1	0
	Accountant	1	1	0	1
	Financial Services Supervisor	1	0	0	0
	Finance Technician	1	3	0	3
	Finance Assistant I	2	3	2	1
	Finance Assistant II	1	2	1	1
	Administrative Specialist	1	3	2	1
	Administrative Clerk (City Hall Reception)	1	2	2	0
	Total	15	21	11	10
Parks and Recreation					
	Director of Parks & Recreation	1	1	1	0
	Recreation Manager	1	1	1	0
	Recreation Supervisor	2	2	2	0
	Community Services Supervisor	1	1	1	0
	Management Analyst	1	1	1	0
	Recreation Coordinator	4	4	3	1
	Recreation Leader	24	10	4	6
	Assistant Recreation Leader (P/T)	0	34	21	13
	Total	34	54	34	20
Police - Sworn					
	Chief of Police	1	1	1	0
	Police Captain	1	1	1	0
	Police Lieutenant	5	5	5	0
	Police Sergeant	6	10	7	3
	Senior Officer	14	14	6	8
	Police Officer	32	25	24	1
	Police Officer Trainee	0	8	2	6
	Police Officer Recruit	0	4	3	1
	Police Lieutenant (Professional Standards P/T)	1	0	0	0
	Police Sergeant (Fire Range Master P/T)	-	0	0	0
	Total	60	68	49	19

Full-Time and Part-Time Positions

Department	Position Title	Fiscal Year 2022-2023 Adopted	Fiscal Year 2022-2023 Corrected	Fiscal Year 2022-2023 Filled	Fiscal Year 2022-2023 Unfilled
Police (Non- Sworn)					
	Administrative Assistant to the Chief of Police	1	1	1	0
	Administrative Secretary	1	1	1	0
	Administrative Specialist	1	1	0	1
	Animal Enforcement Officer	1	2	1	1
	Communications Operator Supervisor	1	1	1	0
	Communications Operator	6	10	9	1
	Communications Operator (P/T)	2	0	0	0
	Community Service Officer	1	2	1	1
	Jailer Supervisor	1	1	1	0
	Jailer	4	5	4	1
	Parking Enforcement Officer	6	6	6	0
	Police Cadets (P/T)	16	20	6	14
	Police Records Supervisor	1	1	1	0
	Police Records Coordinator	-	1	0	1
	Police Records Clerk	3	4	3	1
	Public Safety Officer	8	10	8	2
	Property & Evidence Specialist	1	2	1	1
	Total	54	68	44	24
Public Works					
	Director of Public Works	1	1	1	0
	Administrative Secretary	1	1	1	0
	Fleet / Street Manager	1	1	1	0
	Equipment Mechanic Supervisor	0	1	0	1
	Equipment Mechanic	2	2	2	0
	Facility Repair Specialist	0	1	0	1
	Journeyman Electrician	3	3	3	0
	Maintenance Worker	12	12	12	0
	Management Analyst	1	1	1	0
	Public Works Supervisor	2	3	2	1
	Recycling Coordinator	0	0	0	0
	Staff Analyst - Field Services	0	0	0	0
	Storekeeper	0	0	0	0
	General Laborer (P/T)	4	4	3	1
	Graduate Management Intern (P/T)	1	1	0	1
	Total	28	31	26	5
Grand Total		221	275	190	85



ATTACHMENT “B”

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WHEREAS, the City is committed to upholding the highest standards of fiscal stewardship; and

WHEREAS, the City requires that more frequent financial and budget updates are necessary to make adjustments where necessary, and to identify economic trends that may negatively impact the organization; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON
PARK DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 2. That the list of Q4 budget amendments for various operating expenditure line items be approved as shown in Exhibit A attached to this Budget Resolution.

PASSED, APPROVED AND ADOPTED this 19 day of September 2023.

ATTEST:

Eduardo Sarmiento,
City Clerk

ITEM 8



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR HOLIDAY PALM TREE DECORATIONS ON PACIFIC BOULEVARD

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Approve authorization of Brightlife Designs for the installation and removal of Holiday Palm Tree Light Decorations on Pacific Boulevard using account #111-6010-451-74.10 in a not-to-exceed amount of \$17,500.00; and
2. Authorize the City Manager to enter into a 2-year agreement with Brightlife Designs for 2023 and 2024.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Parks and Recreation Department has the joyful task of preparing the City for the holidays and making Pacific Boulevard festive. In determining the re-installation of palm tree lights for the upcoming Holiday Season several vendors were considered.

Holiday Decorations for Palm Trees along Pacific Boulevard:

Staff reached out to multiple vendors to obtain quotes for the cost of installing lights for all of the 31 palm trees along Pacific Boulevard. The complete lighting of the trees includes the base wrap (trunk) and individual fronds (5-6 leaves). Polar Bear Lighting provided the lowest quote of \$15, 500.00 for the rental, installation and take-down however they are a very young company and we do not have prior knowledge of their expertise in this area. St. Nick's and Brightlife have provided the same overall estimate, however Brightlife is able to install early and willing to leave the lights up and running for approximately 5 months with no additional fees for maintenance from October 2023-February 2024. Brightlife is requesting a two-year agreement.

CONSIDERATION AND APPROVAL OF AUTHORIZATION AND RATIFICATION OF CERTAIN EXPENDITURES FOR HOLIDAY PALM TREE DECORATIONS ON PACIFIC BOULEVARD

September 19, 2023

Page 2 of 2

The costs estimates are listed below:

Brightlife Designs	Polar Bear Lighting	St. Nick's Commercial Design & Décor
\$17,050.00	\$15,500	\$17,050.00

FISCAL IMPACT/FINANCING

The palm tree holiday lights would be paid for out of account #111-6010-451-74.10.

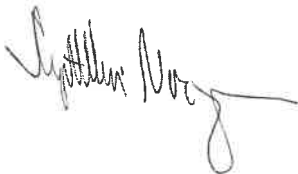
CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



Ricardo Reyes
City Manager



Cynthia Norzagaray
Director of Parks and Recreation

ATTACHMENT "A"

BrightLife Designs LLC

16351 Gothard St, Ste. C
Huntington Beach, CA 92647 US
Hello@Brightlifedesigns.com
www.brightlifedesigns.com



Estimate

ADDRESS

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

SHIP TO

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

ESTIMATE # 1040**DATE 09/05/2023****EXPIRATION DATE 10/05/2023**

PRODUCT/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Installation & Removal	RENTAL- Palm Tree and Fronds wrapped with Warm-White 5mm LED mini lights. Wrapping the trunks from ground level to the top of the nut. approximately 10-13 Light strands. Approx. 6" spacing.	31	550.00	17,050.00

Special Notes

Palm tree fronds wrapped with light coverage 40%-50% of the fronds wrapped with warm white LED mini lights. (Light-Medium Coverage).

City staff will provide power to each location, to the top of each palm cluster. BrightLife Staff will run power from the top of the palm to adjacent close palm.

1 0.00 0.00T

Any additional permits or fees not included.

Maintenance and Timing: Free no charge seasonal maintenance during the months of Oct-Feb. Please note: Price Provided is dependent on Late Sept/Early Oct Install.

ADDITIONAL OPTION: Medium-Heavy Palm Tree Coverage option available, covering 80%-90% of fronds for \$950 per palm. Please inquire further if interested in this option.

Agreement Terms:

Insurance: All additionally insured COI request will have a \$200 insurance fee applied to each invoice.

Multi Year Contracts: Every multi-Year contract will have a annual CPI increase applied each recurring year of the contract.

SUBTOTAL**17,050.00****TAX****0.00****TOTAL****\$17,050.00**

We would like to request a two year agreement from the City.



SALES REP: Frankie Morales
PHONE: (310) 270-8124
EMAIL: frankie@polarbearlighting.com

QUOTE

DATE: 9/5/23
BUSINESS: City of Huntington Park
CONTACT: Rene Rubalcava
ADDRESS: 3401 E. Florence Ave.
Huntington Park, CA 90255
DIRECT PHONE: (323) 584-6251
EMAIL: rrubalcava@hpcga.gov

QTY	DESCRIPTION	NOTES	PRICE	EXT PRICE
31	Palm tree trunks wrapped with ww mini lights + fronds	Pacific Ave.	\$500	\$ 15,500.00
22	Skylines	Huntington Park	\$650	\$ 14,300.00
22	Skylines (STORAGE)	Polar Bear Warehouse	\$275	\$ 6,050.00
1	Certificate of Insurance	Huntington Park	\$150	\$ 150.00
1	Pick up/Drop off client-owned product from previous vendor	Polar Bear Warehouse	\$1,000	\$ 1,000.00
		Grand Total		\$ 37,000.00

AUTHORIZED SIGNER (PRINT)

SIGNATURE

DATE

Quote valid for 14 days from date stamp. Shipping pricing is an estimate and final pricing will be reflected in final agreement. Payment must be received before shipping / or start of job.

6253 HOLLYWOOD BLVD., SUITE 506, HOLLYWOOD, CA 90028
POLARBEARLIGHTING.COM

PAYMENT MEMO: A 3% processing fee will be applied to each credit card transaction. If remitting check, please send a scan via email first before dropping it in the mail. If this is a time-sensitive order, please overnight. ACH is preferred.



ESTIMATE

EST-000063

St. Nick's Christmas Lighting & Decor

6861 Walker Street
La Palma CA 90623
U.S.A

Bill To

City Of Huntington Park
6550 Miles Avenue
Huntington Park
90255 CA
United States

Estimate Date : 11 Jul 2023

#	Item & Description	Qty	Rate	Amount
1	Palm tree wrap with warm white mini lights - approximately 8 strands of lights per tree	31	300.00	9,300.00
2	Additional Mini Lights in the palm tree fronds	31	250.00	7,750.00
3	Installation: Prior to December 1st Removal: Begining of March, 2024	1	0.00	0.00
Sub Total				17,050.00
Rental (0%)				0.00
Tax (8.75%)				0.00
Total				\$17,050.00

Notes

For any questions, please call the St Nick's office, (562)-438-0017.

Terms & Conditions

All estimates are valid for 30 days.

ITEM 9



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD A JANITORIAL PROFESSIONAL SERVICES AGREEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the janitorial services contract to Coalition for Responsible Community Development for a period of three years, including two, one-year extensions for an annual amount of \$349,940.55;
2. Appropriate \$349,940.55 from the General Fund to be evenly distributed amongst each of the following four (4) accounts 111-8020-431.56-41, 111-8022-419.56-41, 111-8023-451.56-41 and 111-7024-421.56-41; and
3. Authorize the City Manager to execute the professional services agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At the regularly scheduled City Council meeting of July 18, 2023, the City Council authorized staff to solicit proposals for janitorial services. The Request for Proposal (RFP) was published on July 21, 2023. The City received eight proposals on August 30, 2023.

Following is a tabulation of the proposals in no particular order:

CONSIDERATION AND APPROVAL TO AWARD A JANITORIAL PROFESSIONAL SERVICES AGREEMENT

September 19, 2023

Page 2 of 3

Vendor	Monthly Cost	Supplies-Annual Cost	Total Cost
Santa Fe Janitorial	\$27,848.00	\$60,000.00	\$394,176.00
Pro-Model Cleaning Services	\$21,645.00	\$64,380.00	\$324,120.00
Ultimate Maintenance Services, Inc.	\$19,425.00	\$45,000.00	\$278,100.00
Coalition for Responsible Community Development	\$24,995.05	\$50,000.00	\$349,940.55
My Blue Home Services, Inc.	\$23,446.92	\$50,000.04	\$331,363.08
Base Hill, Inc.	\$19,893.25		\$238,719.00
Premier Property Preservation	\$36,471.16		\$437,653.92
Commercial Custodial Services	\$35,592.29	\$362,367.70	\$789,475.18

Janitorial services are a very important function of the City's health and wellness objectives. Coalition for Responsible Community Development submitted the most responsive proposal, which is based on the proper submittal of information as described in the RFP and Addendums, the ability to perform the work as described in the RFP, the availability of staff to perform the work and cost. Coalition for Responsible Community Development understands the scope of work and proposed method to accomplish the work. It is staff's recommendation to award the professional services agreement for janitorial services to Coalition for Responsible Community Development. Current janitorial services contract expires on October 15, 2023.

FISCAL IMPACT/FINANCING

Coalition for Responsible Community Development submitted a proposal and a fee schedule in the amount of \$349,940.55 (per year) in accordance with the requirements stipulated in the RFP. Staff recommends the award of the PSA to Coalition for Responsible Community Development based on the need for janitorial services. Staff request the approval of an appropriation of \$349,940.55 from the General Fund to be evenly distributed into each of the following four (4) accounts; 111-8020-431.56-41, 111-8022-419.56-41, 111-8023-451.56-41 and 111-7024-421.56-41.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,

CONSIDERATION AND APPROVAL TO AWARD A JANITORIAL PROFESSIONAL SERVICES AGREEMENT

September 19, 2023

Page 3 of 3



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Coalition for Responsible Community Development PSA
2. Proposals available at the City Clerk's Office

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT
CITYWIDE JANITORIAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **19th day of September 2023**, (hereinafter, the "Effective Date"), by and between the **CITY OF HUNTINGTON PARK**, a municipal corporation ("CITY") and **COALITION FOR RESPONSIBLE COMMUNITY DEVELOPMENT** (hereinafter, "VENDOR"). For the purposes of this Agreement CITY and VENDOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or VENDOR interchangeably.

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, on September 19, 2023, the Huntington Park City Council at its Regular Meeting approved the Professional Services Agreement to the VENDOR for citywide janitorial services; and

WHEREAS, VENDOR represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and skill of its principals and employees; and

WHEREAS, VENDOR further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of September 19, 2023.

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

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, VENDOR agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the **"Scope of Services"**). VENDOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a three-year term (3) of completion (**October 15, 2026**) and two, 1-year extensions for a potential total of five-years (5) commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, VENDOR shall perform the Services set forth in Section 1.2 above, for a not-to-exceed fee of **\$349,940.55 per year**, included in the proposal reflected in **Exhibit "A"**. VENDOR shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event VENDOR's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend VENDOR's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, VENDOR shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of VENDOR's monthly compensation is a function of hours worked by VENDOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify VENDOR in writing of any disputed amounts included in the invoice. CITY shall not withhold

applicable taxes or other authorized deductions from payments made to VENDOR.

- 1.5 ACCOUNTING RECORDS: VENDOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY VENDOR: In the event VENDOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, VENDOR shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by VENDOR in the performance of this Agreement. Furthermore, VENDOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of VENDOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the **City Manager** (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. VENDOR shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 VENDOR REPRESENTATIVE: VENDOR hereby designates **Mark Wilson, President and CEO**, to act as its representative for the performance of this Agreement (hereinafter, "VENDOR Representative"). VENDOR Representative shall have full authority to represent and act on behalf of the VENDOR for all purposes under this Agreement. VENDOR Representative or his designee shall supervise and direct the performance of the Work, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the VENDOR Representative shall constitute notice to VENDOR. VENDOR may, by written notice to CITY, advise CITY of any change in VENDOR Representative.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: VENDOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by VENDOR shall be

subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: VENDOR represents, acknowledges and agrees to the following:

- A. VENDOR shall perform all Work skillfully, competently and in accordance with industry standards of VENDOR's profession;
- B. VENDOR shall perform all Work in a manner in accordance with this Agreement;
- C. VENDOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. VENDOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of VENDOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by VENDOR; and
- F. Except as otherwise set forth in this Agreement, all of VENDOR's employees and agents (including but not limited to subVENDORS and subVendors) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that VENDOR shall perform, at VENDOR's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by VENDOR's failure to comply with its obligation set out herein or failure on the part of VENDOR's employees, agents, VENDORS, subVENDORS and subVendors to fulfill its obligations herein. Such effort by VENDOR to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by VENDOR or on VENDOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of VENDOR, including but not limited to the representation that VENDOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of VENDOR's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of VENDOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the

services and tasks to be undertaken by VENDOR or on behalf of VENDOR in the performance of this Agreement. In recognition of this interest, VENDOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of VENDOR's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by VENDOR. VENDOR can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT VENDOR: The Work shall be performed by VENDOR or under VENDOR's strict supervision. VENDOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains VENDOR on an independent VENDOR basis and not as an employee. VENDOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with VENDOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of VENDOR are not employees of CITY and shall at all times be under VENDOR's exclusive direction and control. VENDOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. VENDOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of VENDOR's officers, employees, agents, VENDORS, subVENDORS or subVendors is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to VENDOR, a threat to persons or property, or if any of VENDOR's officers, employees, agents, VENDORS, subVENDORS or subVendors fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, VENDOR, subVENDOR or subVendor shall be promptly removed by VENDOR and shall not be reassigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: VENDOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. VENDOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in VENDOR's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of

VENDOR's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

(a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the VENDOR shall, in respect of violations that may be imposed by Applicable Law and to the extent due to VENDOR's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the VENDOR reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

(b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond VENDOR's control, including the CITY's failure to approve recommended repairs or maintenance, VENDOR will use its professional efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, VENDOR shall not discriminate against any employee, subVENDOR, subVendor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT VENDOR STATUS: The Parties acknowledge, understand and agree that VENDOR and all persons retained or employed by VENDOR are, and shall at all times remain, wholly independent VENDORS and are not officials, officers, employees, departments or subdivisions of CITY. VENDOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, VENDORS, subVENDORS and subVendors. VENDOR and all persons retained or employed by VENDOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to VENDOR under this Agreement or is otherwise expressly conferred by CITY in writing.

2.11 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) Comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the VENDOR under this Agreement). The VENDOR shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by

the VENDOR hereunder.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, VENDOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. VENDOR shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: VENDOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: VENDOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto) or if VENDOR does not own or lease automobiles, Hired and Non-Owned Automobile Liability shall be accepted. Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the VENDOR has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. VENDOR shall the city's form stating they are either the owner of the organization or a partner and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

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

- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 PRIMACY OF VENDOR'S INSURANCE: All policies of insurance provided by VENDOR (except Professional Liability and Workers' Compensation) shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of VENDOR's insurance and shall not contribute with it.
- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit VENDOR or VENDOR's officers, employees, agents, subVENDORS or subVendors from waiving the right of subrogation prior to a loss. VENDOR hereby waives all rights of subrogation against CITY.
- 3.7 VERIFICATION OF COVERAGE: VENDOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, VENDOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to VENDOR's commencement of any work or any of the Work. Upon CITY's written request, VENDOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with

protection as set forth herein and to the extent possible under the law. VENDOR acknowledges that CITY would not enter into this Agreement in the absence of VENDOR's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 Work of VENDOR's Design Professionals Services: The duty to indemnify and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, VENDOR shall indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) to the extent caused by the negligence, recklessness, or willful misconduct of VENDOR or any of VENDOR's officers, employees, servants, agents, VENDORS, subVENDORS or authorized volunteers or any other person or entity for whom VENDOR is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of VENDOR to indemnify and hold harmless pursuant to this subsection does not include an upfront duty to defend. VENDOR will reimburse the CITY Indemnitees' reasonably incurred defense fees and costs to the extent they are determined to have been caused by the negligence, recklessness or willful misconduct of VENDOR, or as the parties otherwise agree in settlement. VENDOR's obligation to indemnify does not apply to the extent that it is finally adjudicated that the liability was caused by the active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then VENDOR's indemnification obligation shall be in proportion to the established comparative liability.

4.3 Work of All Other Persons/Non-Design Professionals: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, VENDOR shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by VENDOR's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of VENDOR or VENDOR's officers, employees, agents, servants, VENDORS, subVENDORS or subVendors or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

4.4 CITY shall have the right to offset against the amount of any compensation due VENDOR under this Agreement any amount due CITY from VENDOR as a result of VENDOR's failure to pay CITY promptly any indemnification arising under this

Article and related to VENDOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.5 The obligations of VENDOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. VENDOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 VENDOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subVENDOR or any other person or entity involved by, for, with or on behalf of VENDOR in the performance of this Agreement. In the event VENDOR fails to obtain such indemnity obligations from others as required herein, VENDOR acknowledges that its obligations under Sections 4.2 and 4.3 apply.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against VENDOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Vendor of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, VENDOR shall be compensated only for those services and tasks which have been performed by VENDOR up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require VENDOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by VENDOR in connection with the performance of the Work. VENDOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. VENDOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of VENDOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which VENDOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3- day cure period, VENDOR may submit a written request for additional time to cure the Event of Default upon a showing that VENDOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - i. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, VENDOR may submit a written request for additional time to cure the Event of Default upon a showing that VENDOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of VENDOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of VENDOR shall include, but shall not be limited to the following: (i) VENDOR's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) VENDOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) VENDOR's and/or its employees'

disregard or violate any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to VENDOR, whether voluntary or involuntary; (v) VENDOR's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by VENDOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by VENDOR within forty-five (45) calendar days of VENDOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to VENDOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of VENDOR's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, VENDOR shall be compensated only for those services and tasks which have been rendered by VENDOR in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to VENDOR, the CITY may terminate this Agreement in whole or in part;
 - i. Upon written notice to VENDOR, the CITY may extend the time of performance;
 - ii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for VENDOR's breach of the

Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

G. In the event CITY is in breach of this Agreement, VENDOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to VENDOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: So long as VENDOR has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, all Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of VENDOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no additional cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. VENDOR shall require all subVENDORS and subVENDOR working on behalf of VENDOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subVENDOR or subVENDOR as applies to Documents and Data prepared by VENDOR in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which they were prepared, and should the CITY reuse or modify them without VENDOR'S consent, it does so at its sole risk.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information

developed or received by VENDOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by VENDOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. VENDOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 FALSE CLAIMS ACT: VENDOR warrants and represents that neither VENDOR nor any person who is an officer of, in a managing position with, or has an ownership interest in VENDOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

VENDOR:

Coalition for Responsible
Community Services
3101 S. Grand Avenue
Los Angeles, CA 90007
Attn: Mark Wilson, President and
CEO
Phone: (323) 743-6193

CITY:

City of Huntington Park
6550 Mile Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 582-6161

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: VENDOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subVENDORS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER VENDORS: CITY reserves the right to employ other VENDORS in connection with the various projects worked upon by VENDOR.
- 6.8 PROHIBITED INTERESTS: VENDOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for VENDOR, to solicit or secure this Agreement. Further, VENDOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for VENDOR, 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 member, 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.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement. Expected start date is October 16, 2023.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such

action.

- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and VENDOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to VENDOR and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on

the City's behalf.

6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

6.22 FORCE MAJEURE: A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents VENDOR from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents VENDOR from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

Coalition for Responsible Community Services

By: _____
Ricardo Reyes, City Manager

By: _____
Mark Wilson, President and CEO

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)



Response to the City of Huntington Park's Request for Proposal for Citywide Janitorial
Services

Submitted by Coalition for Responsible Community Services (CRCD)

August 30, 2023

Submitted to:

Mr. Cesar Roldan
Director of Public Works
City of Huntington Park – City Clerks Office
6550 Miles Avenue
Huntington Park, CA 90255



August 30, 2023

Mr. Cesar Roldan
Director of Public Works
City of Huntington Park – City
Clerks Office
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mr. Roldan:

Coalition for Responsible Community Development is enthusiastic to submit our proposal in response to the City of Huntington Park's Request for Proposal for Citywide Janitorial Services.

The Coalition for Responsible Community Development is a non-profit corporation located at 3101 S. Grand Avenue, Los Angeles, CA 90007. The team selected to lead the Citywide Janitorial Services program has extensive experience providing janitorial and beautification services for municipal agencies and other larger private entities. We are confident that we will meet and exceed expectations provided in the RFP based on our commitment of service and attention to detail. The contents of this response to the RFP are valid for 60 days.

We appreciate the opportunity to be considered for the City of Huntington Park's Janitorial Services. If you have any questions regarding this proposal or proposed services, feel free to reach me at (323) 743-6193.

Sincerely,

Mark Wilson
President and
CEO

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Section 1: Scope of Work: Provide your understanding of the service and describe your approach to accomplishing the City's goal in the most efficient and cost-effective manner.

Coalition for Responsible Community Development "CRCD" is submitting this response to provide janitorial services to eight (8) facilities owned and operated by the City of Huntington Park. Services will be rendered four (4) to seven (7) days per week. CRCD will provide specified services inclusive but not limited to all items listed in Attachment 3 from the Request for Proposals. As indicated in the RFP, CRCD will provide the list of cleaning materials that meet state guidelines to the City for approval prior to use.

Our team, led by Joe Gamez, President of CRCD Enterprises and Anthony Jackson, manager for the janitorial services participated in the project initiation meeting held on August 17, 2023 to review the services required, review properties to be services and to acknowledge the reporting requirements as it pertains to AB 661 and SB 1383.

In an effort to provide efficiencies and cost effective services, CRCD will provide five team members to service the collective sites daily or as indicated in the schedule of services under Attachment 3. This team will be led by a maintenance coordinator and manager ensuring all surfaces are clean, sanitized and maintained regularly. CRCD will coordinate the cleaning times with the City to determine the best hours that are least disruptive to daily operations. CRCD will also provide janitorial services for up to 10 special events held at the various city owned facilities ensuring restrooms are stocked up, liners are changed and the city facilities are in presentable form.

Section 2 - Schedule:

CRCD will begin the contract with a project kick-off meeting on October 16, 2023 with a suggested schedule following the guidelines indicated in Attachment 3. The kick off meeting will be attended by the key personnel for CRCD including Joe Gamez and Anthony Jackson.

CRCD will provide the following services and other as needed services required by the City to meet the janitorial standards required by the City and State for the following locations:

Location:

City Hall Building Services, 6550 Miles Ave, Huntington Park, CA 90255

Monday through Thursday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock

- all paper dispensers, refill soap as needed, twice (2) a day.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Completely clean, dust mop, and polish bright work in elevators.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean conference walls, wall switch plates, and room tables. Place chairs neatly around table and room perimeter.
- Clean exterior and interior of microwave and disinfect counters and sinks in lunch/break room.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.
- Service, empty, and clean exterior (at building entrances) trash receptacles.
- Clean exterior and interior of microwaves and refrigerator on both 1st and 2nd floor, including all Conference Rooms.
- Clean and wipe down all tables and chairs in conference rooms.
- Turn off A/C in Council Chambers and Conference Rooms following meetings.
- City Council Offices to be maintained/cleaned starting at 5PM.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Vacuum elevator tracks removing all debris, clean and polish exterior doors.
- Chemically treat all waterless urinals on FRIDAY evenings with approved chemical.
- Surface clean carpets as needed.
- Clean and dust-off Council Chamber Dais horizontal and vertical wood surfaces, podium, and staff tables on MONDAY.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Dust, mop, and spot clean Fire Stairs, blinds, railings, and ledges.
- Machine scrub hard surface floors and apply finish, including elevators.
- Detail vacuum corners and edges.
- Clean accessible base boards.
- Remove and clean all cobwebs.
- Extra clean of Council Chambers interior and exterior doors.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solutions.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and

vertical wall and wood trim.

Quarterly Activities

- Clean all accessible carpet using hot water, and a high-pressure extraction system.
- Replace waterless urinal cartridges with approved replacement.
- Clean all first-floor windows inside and out.
- Clean all exterior windows and power wash exterior sunscreens (to be performed on WEEKENDS only.)

Semi-Annual Activities

- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Clean fabric walls full height and hot water extract, using a high-pressure extraction system, ensuring no streaks are visible.

Location:

Keller Park Restrooms, 6550 Miles Ave, Huntington Park, CA 90255

Monday through Friday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 3 pm but no later than 7 pm Saturday & Sunday).
- Clean and polish drinking fountains.

Location:

Huntington Park Police Department, 6542 Miles Ave, Huntington Park, CA 90255

Monday through Sunday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.

- Vacuum stairs, dust railings, ledges, and spot clean.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean Conference Room tables, arrange chairs neatly around table and room perimeter.
- Clean exterior and interior of microwave and disinfect counters and sinks in lunch/break room.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Chemically treat all waterless urinals on FRIDAY evenings with approved chemical.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Dust, mop, and spot clean Fire Stairs, blinds, railings, and ledges.
- Machine scrub hard surface floors and apply finish, including elevators.
- Detail vacuum corners and edges.
- Clean accessible base boards.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Quarterly Activities

- Clean carpet using hot water, and a high-pressure extraction system.
- Clean all exterior windows and power wash exterior sunscreens (to be performed on WEEKEND only).

Semi-Annual Activities

- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Replace waterless urinal cartridges with approved replacement as needed.

Location:

Huntington Park Raul R. Perez Memorial Park 6208 Alameda Street, Huntington Park, CA 90255

Monday through Friday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm). Once (1) on Saturday & Sunday.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls and fixtures.
- Clean Conference Room tables
- Clean exterior and interior of microwave, damp wipe counters and sinks in break room.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Saturday and Sunday

- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, one (1) time per day, EARLY MORNING.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.
- Clean room tables and chairs and arrange neatly.

- Clean and disinfect weight room equipment.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floors and apply finish.
- Detail vacuum corners and edges.
- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Quarterly Activities

- Clean carpet using hot water extract, and a high-pressure extraction system

Location:

Huntington Park Community Center – Senior Citizen Park 6923 Salt Lake Ave,
Huntington Park, CA 90255

Monday through Friday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.

- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm including Saturday and Sunday). First cleaning must be done before 7am.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Completely clean, dust mop, and polish bright work in elevators.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean Conference Room tables.
- Clean dry erase boards.
- Clean exterior and interior of microwave, damp wipe counters and sinks in kitchen.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floors and apply finish.
- Detail vacuum corners and edges.
- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Quarterly Activities

- Clean carpet using hot water extract, and a high-pressure extraction system

Location:

Salt Lake Park and Recreation Center and Municipal Building 3401 Florence Ave,
Huntington Park, CA 90255

Monday through Sunday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm).
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean Conference Room tables.
- Clean dry erase boards.
- Clean exterior and interior of microwave, damp wipe counters and sinks in kitchen.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.
- Clean and disinfect weight room equipment.

Monthly Activities

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.

- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floors and apply finish.
- Detail vacuum corners and edges.
- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Quarterly Activities

- Clean carpet using hot water extract, and a high-pressure extraction system

Location:

Freedom Park 3801 E. 61st Street, Huntington Park, CA 90255

Monday through Friday

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day (morning before 7 am and afternoon after 4 pm but no later than 7 pm). July, August, September once a day on Saturdays.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean Conference Room tables.
- Clean dry erase boards.
- Clean exterior and interior of microwave, damp wipe counters and sinks in kitchen.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floors and apply finish.
- Detail vacuum corners and edges.
- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Quarterly Activities

- Clean carpet using hot water extract, and a high-pressure extraction system

Location:

Public Works/City Yards, 6900 Bissel Street, Huntington Park, CA 90255

Monday through Friday (per 9/80 Schedule)

- Empty waste baskets and carry trash to pick up area, replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior and exterior entranceway door glass, push plates, and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces, and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restroom toilets, sinks, fixtures, restock all paper dispensers, refill soap as needed, twice (2) a day. To be completed Once a day on Saturday.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills, clean all mop splatter from vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting

towel.

- Spot clean soiled walls, wall switch plates, and fixtures.
- Clean Conference Room tables.
- Clean exterior and interior of microwave, damp wipe counters and sinks in lunch/break room.
- Clean and polish drinking fountains and vending machines.
- Clean room tables and chairs and arrange neatly.

Weekly Activities

- Dust low areas up to six feet in height.
- Damp mop all hard surface floors, clean all mop splatter from walls.
- Use shampoo system to remove large soil spots, and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes, and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and window sills over six feet.
- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floors and apply finish.
- Detail vacuum corners and edges.
- Clean soiled walls, interior and exterior doors with glass cleaner and wood cleaner and conditioning solution.
- Remove and clean all cobwebs.
- Dust horizontal and vertical furniture surfaces, wall vents, and horizontal and vertical wall and wood trim.

Quarterly Activities

- Clean carpet using hot water extract, and a high-pressure extraction system

Semi-Annual Activities

- Machine strip hard surface floors, clean grout in floor, and reapply approved floor finish.

Special Clean Up (As needed basis)

Special clean ups will be scheduled a minimum of one (1) week ahead of time (sometimes more) by the Department of Parks and Recreation.

Special cleaning projects will be required during City closure or special events. Tasks will include:

- Floor care – Strip and wax all floors.
- Polish Furniture.
- Wash Blinds.
- Wash interior and exterior windows.
- Deep clean all carpets and walk-off mats.
- Wash walls, and waste receptacles.
- Vacuum and shampoo upholstered furniture.
- Clean and wash lighting and mechanical diffusers.
- Clean and sanitize work stations.

Section 3 - Project Team, Key Personnel and Resumes: Provide an organization chart showing the names and responsibilities of key personnel and vendors.

Coalition for Responsible Community Development “CRCD” is led by President and CEO Mark Wilson. Mr. Wilson was one of the founders of CRCD in 2005. He will remain involved in this project since inception to ensure all aspects of the scope of services are met and the team is providing an excellent service. Joe Gamez will oversee the day-to-day coordination of services that will be led by Anthony Jackson. We will utilize quality vendors to procure products that are required by state guidelines from Nasdar, U-Line, Empire

Mark Wilson, President & Chief Executive Officer, Coalition for Responsible Community Development

Mark Anthony Wilson, Jr. co-founded the Coalition for Responsible Community Development (CRCD) in 2005 along with Ruth M. Teague, Noemi Soto, Fernando Miranda, and Hugo Ortiz. Mark served as CRCD’s Executive Director for a decade and now serves as the agency’s President and CEO. Raised in South Los Angeles, Mark previously served as the Director of the Youth Empowerment Project with the Southern Christian Leadership Conference/Martin Luther King Legacy Association, and the Director of Community Development with the Dunbar Economic Development Corporation.

Today, Mark directs CRCD’s comprehensive community development services in housing, education, and jobs for primarily Latino and African American youth ages 16–24 in the Vernon-Central Los Angeles community. He provides leadership on local and national levels to improve the policies, systems, and long-standing neighborhood conditions that impact young people’s lives. In a high-poverty community, Mr. Wilson spearheads effective collaborations with residents, businesses, nonprofits, community

colleges, government, and foundations to create real opportunities for youth to stabilize and pursue their dreams. Since 2005, Mr. Wilson has strategically grown CRCD into an agency running 6 housing complexes, a high school, a YouthSource Center, a WorkSource Center, and its separate social enterprise CRCD Enterprises. Mark serves on the board of the Southern California Association of Nonprofit Housing and the LA Community College District Community Advisory Board (representing LATTC). He was recently honored with a YouthBuild USA Rising Star award

Joe Gamez, Vice President, CRCD Enterprises

Joe Gamez is a high-energy, results-oriented leader with a talent for building cohesive teams, organizational management, business development, marketing, business processes and team building within diverse industries. Strong problem-solving skills, and able to manage time sensitive projects with multi-million-dollar budgets. Innovative problem solver, strategic decision maker, strong communicator.

Certifications:

California State Licensed General B & C-33 painting Contractor License, D-38 Sand & water blasting license. California Department of Public Health lead Abatement Supervisor certification

Experience:

CRCD Enterprises, Los Angeles - Vice President

JANUARY 2014- PRESENT

- Managed contractual compliance with the City of Huntington Park Maintenance contract.
- Responsible for establishing a dedicated team to oversee Human Resources and Fiscal Systems.
- Oversee all construction related projects, oversee all city and county service contracts, manage relationships with government officials and Labor Unions. Manage company budget and construction / project timelines.
- Currently overseeing a team of 42 permanent part time - full time staff members, and more than 130 participants in various training programs.
- Overseeing an operational budget of over 19 million dollars annually.
- Overseeing graffiti abatement team that removes an estimated 650-750 thousand square feet monthly.
- Managing beatification team that receives and completes an estimated 550 bulky item/trash-debris requests including hot spot locations monthly. Averaging removal of 275 tons of illegal dumping monthly.

Coalition for Responsible Community Development, Los Angeles - Manager

JANUARY 2010- DECEMBER 2013

- Responsible for overseeing professional paint crews of 20 in South Los Angeles, under the City of Los Angeles Board of Public Works.
- Worked closely with the President/CEO to draft project budgets, timelines, and managed all contracts both for Painting and Construction.

Coalition for Responsible Community Development, Los Angeles - General Manager

MARCH 2005- JANUARY 2010

- Oversaw painting and construction related projects funded through the City of Los Angeles Housing Department. Managed a crew of 30 individuals, as well as construction project budgets, schedules, and project planning.

Anthony Jackson, Maintenance Manager, CRCD Enterprises

Anthony Jackson has over 15 years of experience in community and environmental conservative projects lead across the city of Los Angeles. Anthony has been responsible for overseeing various Maintenance and janitorial crew throughout his years of working with CRCD. Anthony has also worked as lead crews on the park and recreation team to rebuild new irrigation systems for parks that no longer met city compliance code. He brings a diversified knowledgeable experience when it comes working in facilities maintenance and management.

Experience

Maintenance Manager | Coalition For Responsible Community Development | July 2013- Present

- Lead 311 bulky items removal/16,000 square footage of graffiti removal / Tree watering and planting
- Trained for home builders institution specifically in basic landscaping
- Lead Janitorial services/ for government and public entities/ Safety cross training/Osha 10

CORPS MEMBER | LOS ANGELES CONSERVATION CORPS | JULY 2010- JUNE 2012

- Street Maintenance/ Weatherization Training
- Opened and widened trails along the Santa Monica mountains.
- Hikers safety training / fire training
- River conscious conservation projects

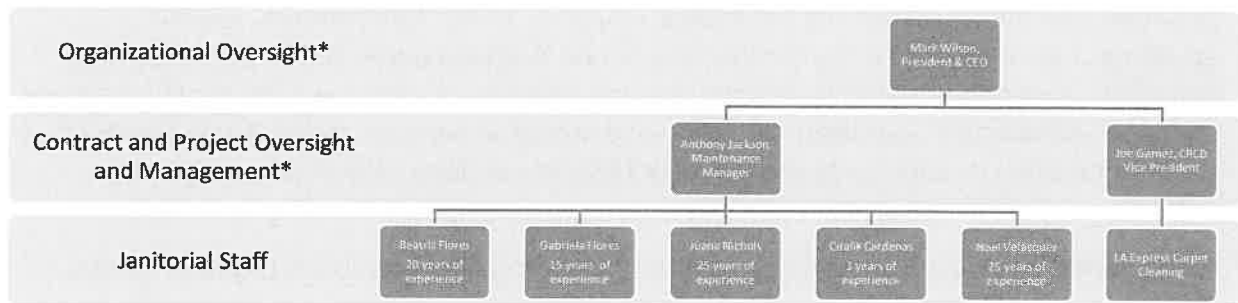
Education

**ELLERS ECONOMIC DEVELOPMENT PROGRAM BUSINESS
CERTIFICATE | JUNE 2021 | UNIVERSITY OF ARIZONA**

**BUILDING AND GROUNDS CERTIFICATE | JUNE 2015 | LOS ANGELES
TECHNOLOGY CENTER**

Certificates and award

- Certificate of completions for Metro Ambassadors
- Certificate of completion Urban stream corps
- REDF Stuart G. Moldaw award
- HBI painting certification



*Key personnel indicated by asterisk.

Section 4 - Company Qualifications: Provide qualifications of prime consulting firm and any proposed sub-vendors

The mission of Coalition for Responsible Community Development (CRCD) is to better sustain, coordinate, and improve local planning, development, and community services that address the needs of low-income and working-class residents and small businesses in South Los Angeles. Led by a racially diverse team, CRCD offers youth development, education, workforce development, jobs, affordable housing, and support services with a focus on 16-24-year-olds.

CRCD is a community-based organization in South LA whose mission is to better sustain, coordinate, and improve local planning, development, and community services that address the needs of low-income and working-class residents and small businesses in South LA. Founded, governed, led, and staffed by a racially diverse team, CRCD offers a unique suite of services including workforce development, jobs, youth development, education, affordable and permanent supportive housing, and housing-related support services – all for the purpose of “changing lives and building neighborhoods responsibly”.

CRCD Enterprises was established in 2010 in order to build out a social enterprise to provide jobs for community members, while invigorating the business environment of the Vernon-Central area. CRCD Enterprises has provided employment to more than 350 low-income people in jobs including janitorial services, weed and litter abatement, tree maintenance and repair, graffiti abatement, maintenance of rental properties, and landscaping.

CRCD is currently providing janitorial services to the City of Huntington Park. CRCD has provided beautification services including janitorial, bulky item removal, graffiti abatement services and more for the City of Los Angeles since 2010. Our team has extensive experience utilizing industry leading practices to provide high quality janitorial services. Additionally, our team has provided janitorial services to the Amity Foundation for their facilities in addition to providing additional services. We pride ourselves in providing opportunities for resident of the community and surrounding communities.

CRCD anticipates subcontracting the carpet cleaning services to LA Express Carpet Cleaning, a locally based business that has extensive experience providing carpet and flooring cleaning services for the greater Los Angeles region.

Section 5 - References:

- Paul Racs, Director of Office of Community Beatification (213) 978-0229; paul.racs@lacity.org
- James Westbrook, Deputy Chief of Staff, Los Angeles Council District 9 – (323) 846-2651; james.westbrooks@lacity.org

- Doug Bond, Amity Foundation, Janitorial Services – (213) 222-1603;
dbond@amityfdn.org

Section 6 - City's Standard Contract Services Agreement:

Coalition for Responsible Community Development has reviewed attachment 4, City's Standard Contract Services Agreement and acknowledge that we will comply with all aspects of the agreement.

Section 7 – City's Standard Insurance Requirements:

Coalition for Responsible Community Development will comply with all aspects of the agreement and provide the necessary insurance requirements as outlined in the agreement.

Section 8 - Other Information: CRCD will support in providing janitorial services for special events that the city needs support in. We also have the ability of providing bulky item removal, graffiti abatement services and other beautification services as needed at an additional cost.



Response to the City of Huntington Park's Request for Proposal for Citywide Janitorial Services

FEE/COST ESTIMATES

Submitted by Coalition for Responsible Community Services (CRCD)

August 30, 2023

Submitted to:

Mr. Cesar Roldan
Director of Public Works
City of Huntington Park – City Clerks Office
6550 Miles Avenue
Huntington Park, CA 90255

Fee Schedule

Facility/Address	Monthly Costs	Annual Cost
Public Works: City Yards - 6900 Bissel Street	\$1,673.67	\$20,084.03
Freedom Park – 3801 E 61 st Street	\$1,656.27	\$19,875.24
Salt Lake Park – 3401 Florence Ave	\$6,099.28	\$73,191.36
Community Center Senior Park – 6923 Salt Lake Ave	\$2,174.90	\$26,098.80
Raul Perez Park – 6208 Alameda Street	\$2,536.46	\$30,437.51
Huntington Park Police Department – 6542 Miles Ave	\$4,422.50	\$53,070.05
Keller Park Restrooms – 6550 Miles Ave	\$1,239.98	\$14,879.76
City Hall Building Services – 6550 Miles Ave	\$5,191.98	\$62,303.80
Total:	\$24,995.05	\$299,940.55
Total including Supplies such as hand towels, etc.	\$50,000	\$349,940.55

Janitorial Cleaning Supplies are included in the total costs.

The city shall reimburse CRCD for all refilling supplies such as hand towels, dispenser soap, toilet paper, disposable toilet seat covers, napkins, etc.

ATTACHMENT "B"

Attachment 2

Santa Fe Janitorial
Pro-Model Cleaning Services
Ultimate Maintenance Services, Inc.
My Blue Home Services, Inc.
Base Hill, Inc.
Premier Property Preservation
Commercial Custodial Services

Proposals available at the City Clerk's Office

ITEM 10



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO PURCHASE FOUR ELECTRIC VEHICLE TRANSPORTATION VANS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them;
2. Approve the purchasing of two 2019 Green Power Electric Vehicle Transportation Vans from Zeem Solutions, Inc. for the amount of \$111,680 payable from AB 2766 funds;
3. Approve the purchasing of two 9-passenger and/or 19 passenger units and charging stations and pertinent material for a not-to-exceed amount of \$130,000 payable from AB 2766 funds;
4. Authorize the Finance Department to provide an account number in order to process the invoices; and
5. Authorize the City Manager to execute the purchase orders and all other applicable documents related to the registration of the vehicles through the Department of Motor Vehicles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

City staff was investigating zero emission vehicle options as the State of California aims to completely switch to zero emission vehicles and equipment by 2035. An opportunity

CONSIDERATION AND APPROVAL TO PURCHASE FOUR ELECTRIC VEHICLE TRANSPORTATION VANS

September 19, 2023

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presented itself when staff researched a company (Zeem Solutions, Inc.) that was working towards getting rid of existing inventory at a discounted price due to the demand of newer electric vehicle (EV) commercial vans.

The EVs have an electric motor that uses energy stored in batteries and requires a charging station. EV vehicles do not utilize combustible fossil fuels, and thus EVs are considered zero emission vehicles. Two of the EV vans are wheelchair accessible and the other two are 9-passenger and/or 19 passenger EV vans. Public Works also has two electric vehicle charging stations in its possession that it will install at the Public Works Yard. Staff will purchase the necessary EV charging stations and material in order to install the EV chargers.

LEGAL REQUIREMENT

Pursuant to Huntington Park Municipal Code section 2-5.12 Formal bid procedures:

(i) Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them.

Additionally, staff recommends waiving the formal bidding process since soliciting informal bid proposal does not produce an advantage and the advertisement for competitive bids is unnecessary and impractical.

Purchasing of the EV Vans from this company allows the City to obtain zero emission vehicles at a fraction of the cost due to the vendor selling vehicles at a discounted rate in order to make room on their lot for additional inventory.

Assembly Bill 2766 provides revenue to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies. The City is able to utilize subvention funds to transition out on-road fleet to clean or zero emission vehicles and install necessary fueling infrastructure.

AB 2766 Guidelines:

Replace older and more polluting conventional fueled vehicles with cleaner vehicles that meet or exceed the emission standards requirement for this category. ZEV purchases should be placed in subcategory (1-d). Initial purchase/lease of a cleaner vehicle without replacing a preexisting vehicle is also eligible.

Examples:

- Purchase or lease of light, medium, or heavy-duty clean vehicles that meet the emission standards requirements noted above.
- Light-duty plug-in hybrid electric vehicles (PHEVs).
- Medium- or heavy-duty clean vehicles.

CONSIDERATION AND APPROVAL TO PURCHASE FOUR ELECTRIC VEHICLE TRANSPORTATION VANS

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Purchase or lease of zero emission vehicles, such as EVs or FCEVs.

Examples:

- Purchase/lease of EVs or FCEVs such as passenger cars, golf carts, vans, shuttles, work trucks, buses, trolleys, neighborhood electric vehicles, etc.

FISCAL IMPACT/FINANCING

Approval of this item will authorize the purchasing of two 2019 Green Power Electric Vehicle Transportation Vans from Zeem Solutions, Inc. for the amount of \$111,680 payable from AB2766 funds. Additionally, staff requests approval to purchase two 9-passenger and/or 19 passenger units and charging stations and pertinent material for a not-to-exceed amount of \$130,000 payable from AB 2766 funds. Finance Department to provide an account number to process all invoices and authorize the City Manager to execute all applicable documents related to the purchasing and processing of registration paperwork of the vehicles and purchasing of the charging stations and pertinent material.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Zeem Solutions, Inc. Sales Order
2. Photos
3. GreenPower EV Star Specs

ATTACHMENT "A"

Zeem Solutions, Inc.

1960 E Grand Ave Ste 811

El Segundo, CA 90245 US

accounting@zeemsolutions.com

www.zeemsolutions.com

Sales Order

City of Huntington Park:

Contact: Cesar Roldan

Title: Director of Public Works

Address: 6900 BISSELL ST,

HUNTINGTON PARK, CA

90255, US

02116

SALES ORDER # 1003

DATE 09/11//2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Class 4 Unit	2019 Green Power EV Star VIN: 1G9CG2CD0KP492063 VIN: 1G9CG2CD8KP492070	2	50,000.00	100,000.00
	License Fees Registration/ Transfer/Filing Fees		2	5,140.00	10,280.00
	Transaction fees		2	700.00	1,400.00

TOTAL

\$111,680.00

Accepted By

Accepted Date

Please pay via ACH transfer:

Bank Name: Wells Fargo

Account Number: 2141905964

ABA Code: 031000503

Please send remittances to :accounting@zeemsolutions.com

ATTACHMENT "B"









ATTACHMENT "C"

EV STAR

A Multi-Utility
Zero-Emissions
Vehicle



USA: (909) 308-3960

Canada: (604) 563-4144

www.greenpowerbus.com

About

GreenPower EV Star Min-eBus



STANDARD SPECIFICATIONS	
Length	25 feet
Seating	Up to 19 passenger seats or
	Two ADA positions & 14 passenger seats
Range	Up to 150 miles
Battery Size	118 kWh
Charging System	Standard J1772 Plug-In Charger
	Optional: DC Fast Charging up to 50kW

The GreenPower EV Star is a zero-emissions, multi-utility electric vehicle capable of a range up to 150 miles. The EV Star is the industry's first purpose-built, electric mini-bus with a life expectancy of ten years. This versatile electric vehicle can be used as a paratransit bus, executive shuttle, micro transit, cargo and vanpool service. No matter what the application, the EV Star can meet the most demanding route requirements with unmatched efficiency and reliability.

The GreenPower EV Star utilizes standard J1772-2 and CCS charging and can fully charge in as little as 2 hours. The seating layout is customizable to an operator's needs with multiple configurations and multiple ADA positions available. Unlike most electric vehicles in its class, the EV Star is purpose built and designed from the ground-up around its electric drive and battery system. This means the EV Star is the most durable and efficient electric vehicle in its class. With the combination of proven technology and superior construction, the EV Star is the right choice!

With the combination of proven EV
technology and superior construction,
the EV Star is the right choice.

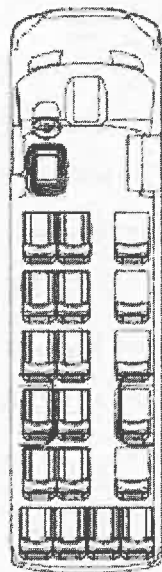
Seating Layout

Standard Layout



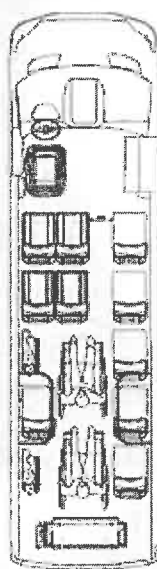
16 forward-facing passenger seats and rear storage area (Option for reclining seats)

Max Capacity Seating Layout



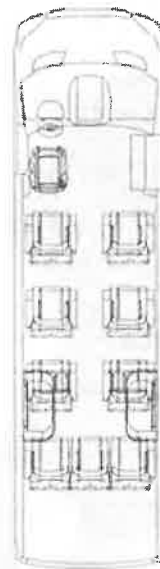
19 forward-facing passenger seats (Option for reclining seats)

Two Position Wheelchair Seating Layout



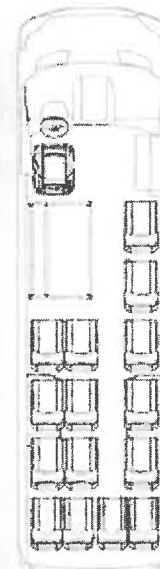
14 passenger seats plus 2 ADA wheelchair positions. (10 forward-facing seats + 2 double foldaway seats). Equipped with rear-door wheelchair lift and Slide N Click Q'Straint Wheelchair restraints

Executive Seating Layout



Up to 9 executive style premium passenger seats

Standard Luggage Rack Layout



Up to 15 forward-facing passenger seats with luggage rack storage area behind driver's seat

Two Side Access Wheelchair Position Seating Layout



9 passenger seats plus 2 ADA wheelchair positions. With capabilities of up to 15 passengers (9 forward-facing seats + 3 double foldaway seats). Equipped with side-door wheelchair lift and Q'Straint Wheelchair restraints.



Designed
with purpose,
built for you.

**Watch The EV Star
in Action**



Specifications

Basic Parameter	Overall length(mm)	25 ft (7,490 mm)	Motor	Type	Model: LXM120W150B
	Overall width(mm)	80.3 in (2,040 mm)			Permanent magnet synchronous
	Overall height(mm)	8.8 ft (2,695 mm)			Motor (PMSM)
	Wheel base (mm)	170 in (4,325 mm)			Brand name: TM4/Prestolite
	Height of interior(mm)	6.3 ft (1,915 mm)		Rated power (nominal)	75KW@1200rpm
	Cubic space of interior(m ³)	4835*1770*1915mm=16.4m ³		Rated torque (nominal)	580 N.m@1200rpm
	Size of PACK for batteries	2units of 1055*630*240 (-fl) 2units of 760*630*240 (Hl)	Gear Box	Peak Power (max)	150 KW@4000rpm
	Size of battery cell	202.6*27.5*148mm		Peak torque (max)	1200 N.m@1200rpm
	Front axle rated loading(kg)	4,409 lbs (2,000 kg)			
	Rear axle rated loading(kg)	9,921 lbs (4,500 kg)		None	Direct drive
	Gross vehicle weight(kg)	14,330 lbs (6,500 kg)			
	Seats	Up to 19 seats (layouts vary)			
	Dimension (mm)	7490* 2000 * 2695			
	Max Speed (miles/hour)	65 mph (electronically limited)			
	Battery Capacity (kWh)	118 kWh with 4 PACKS			
	Range	Up to 150 miles (280kms) on a single charge			
	Brake system	ABS-Front disc /rear drum brake			
	Suspension system	McPherson independent front suspension/ Variable cross section longitudinal leaf spring rear			
	Tire	215/75R17.5 Bridgestone, Goodyear or Michelin			

Basic
Parameter

CAN-BUS	✓ (J1939)
Centralized diagnostic	✓
ABS+EBD	✓
Drivers Airbag	✓
Parking sensor	✓
Seat belt alarm system	✓
Passenger belts	3-point seat belts
High position central brake light	✓
Solid paint	White
One-piece side window	1 emergency exit window per side
Halogen headlamps (ellipsoid)	✓
Electric swing door	✓
Rear opening doors (180° split in middle)	✓
LED daytime driving lights	✓
Steel hubs	✓
Comfort and convenience	✓
MP3+Radio	✓
Driver side electric Windows	✓
Electric turn signal integrated side view mirrors	✓
Multifunction steering wheel	✓
8 position power driver's seat	✓
Water immersion protection IP68	✓

Hi-fidelity speaker system	✓
High-power air conditioning	✓
Keys with remote lock	✓
Delay off headlights	✓
Front fog lights	✓
Automatic lock/unlock with alarm	✓
11000 carter front & rear A/C	✓
Central locking	✓

Others

Standard features	Instrument Panel MPH
	Black bumper skins
	Emergency tempered glass
	roof exit in the middle of
	passenger area roof

GreenPower's Charging Solutions

GreenPower uses off-the-shelf charging infrastructure with little to no lead time. Charge times vary from 2 hours with DC Fast Charging up to 8 hours with Level II depot charging.

CS SERIES

Product Overview

Approved Level II Depot Charging

- GreenPower recommends the Clipper Creek CS-100 Level II Charger
- Electric Infrastructure Needed: Single-Phase, 220 volts with 80 Amps of capacity per charging bus.
- 11kW AC onboard charging
- Charge time: 8 hours
- Tough NEMA 4 outdoor rated enclosure



ELECTRICAL SPECIFICATIONS

- Service - 208V to 240V, 20A to 100A, single phase, 2 wire w/ ground
- Charge Current or Output Power - 208V to 240V, 16A to 80A continuous (3.8kW to 19.2kW)
- Service Ground Monitor - Constantly checks for presence of proper safety ground
- Automatic Circuit Reclosure after minor power faults
- Charge Circuit Interruption Device - Ground Fault Protection with fully automated self-test, eliminates manual user testing
- Cold Load Pickup - Time-delayed and randomized to allow seamless re-energizing of unit following power outages
- External Control Input - Allows external control from smart meter (AMI), billing or load management device

MATERIAL SPECIFICATIONS

- Indoor/outdoor rated fully sealed (NEMA 4) enclosure
- Operating Temperatures: -22°F to 122°F (-30°C to +50°C)
- 22" H x 17" W x 8" D (559mm H x 432mm W x 203mm D)
- Weight 33 lbs. (15kg) to 45lbs. (20.4kg)
- UL, cUL, ETL, cETL Listed

Terra 54 and Terra 54HV UL DC fast charging station

Product Overview

Approved DC Fast Charging

- GreenPower recommends the ABB Terra 54HV DC Fast Charger
- Electric Infrastructure Needed: Three-Phase, 480 volts with 100 amps of capacity per charging bus.
- Continuous 50kW charging up to 650 Volts
- Charge time: 2 hours
- Integrated Connected Services for remote monitoring, statistics, and software upgrades.



General specifications		
Environment	Indoor / outdoor	
Operating temperature	-35 °C to +55 °C / -31 °F to +131 °F (de-rating characteristics apply)	
Storage temperature	-40 °C to +70 °C / -40 °F to +158 °F	
Altitude	2500m / 8200 ft (de-rating applies at max altitude)	
Compliance and safety	Compliance to UL 2202 and CSA 107.1 and CHAdeMO 1.0	
EMC emission	IEC 61000-6-3 Class B - Residential	
EMC immunity	IEC 61000-6-2 Industrial	
Input AC power connection	3P + PE (no neutral)	
Input voltage range	480 V _{AC} +/- 10% (60 Hz)	
Max. rated input current & power	80 A, 55 kVA; power limiting options available	
Power factor (full load)	> 0.96	
Efficiency	95 % at nominal output power	
RFID system	ISO/IEC 14443A/B, ISO/IEC 15393, FeliCa™ 1, NFC reader mode, Mifare, Calypso, (option: Legic)	
Network connection	GSM / 3G modem, 10/100 Base-T Ethernet	
Protection	NEMA Type 3R / IP54	
User interface	High brightness full color touchscreen; ADA Compliant RFID, PIN and credit card kit options	
Communication	OCPP 1.5 and OCPP 1.6 enabled	
Dimensions (D x W x H)	780 mm x 565 mm x 1900 mm 30.7" x 22.2" x 74.8"	
Weight	350 kg / 775 lbs	
Shipping dimensions (D x W x H)	1200 mm x 800 mm x 2150 mm 48" x 32" x 85"	
Shipping weight	75 kg / 830 lbs	

Outlet specifications	C	J
Charging standard	CCS	CHAdeMO
Maximum output power	50 kW	50 kW
Output voltage Terra 54	200 - 500 V _{DC}	50 - 500 V _{DC}
Output voltage Terra 54HV	200 - 920 V _{DC}	50 - 500 V _{DC}
Maximum output current	125 A _{DC}	125 A _{DC}
Connector/socket type	CCS-1 / SAE J1772	CHAdeMO / JEVS G105
Cable length	12' and 20' options	12' and 20' options

Our Purpose

GreenPower Motor Company is a zero emissions electric bus manufacturer that offers a full line of battery electric vehicles that cater to the transportation needs of public transit agencies, school districts, private sector transit and shuttle operations. GreenPower was founded in 2010 with the purpose of bringing the most compelling zero emissions buses to market. GreenPower's corporate headquarters is located in Vancouver, BC Canada. Additionally, we have a sales office in Rancho Cucamonga, CA and our United States production is in Porterville, CA.

The GreenPower Difference

The GreenPower "Start from Scratch" approach allows us to deploy a clean sheet design that ensures a safe, durable, and most importantly, reliable form of zero-emissions transit vehicles. This design also allows us to maximize the use of space that is needed for the advanced battery systems. The GreenPower chassis has been engineered to be the strongest, safest, and most durable product on the market. The unibody construction forms a composite structure that has better strength as well as an excellent weight advantage. This allows for larger battery packs without any negative effect on overall performance.

GreenPower designs, builds, markets, and supports electric vehicles that not only meet the operational demands of transporting passengers; our vehicles do so with unmatched safety and efficiency. GreenPower uses best of breed components for all major systems and sub-systems and leverages existing SAE standard charging networks with charging rates of up to 50kW/hr.

The GreenPower Difference

In October 2016, GreenPower launched a pilot project with the Greater Victoria Harbour Authority (GVHA) and CVS Tours to lease the GreenPower EV550 double-decker bus for a one-year deployment. The first purpose built, fully electric EV550 double-decker bus was used in daily operation and went through several road trials throughout the year. The remarkable pilot program evaluated the feasibility of electric bus transportation with a focus on the cost of operations, emissions reduction, noise reduction, and charging station requirements. The pilot project proved to be so successful that CVS Tours ordered two EV550s and made a commitment to purchase up to seven more over a three-year span.

Also in 2016, the City of Porterville, California was awarded \$9.5 million to be the first transit system with wide deployment of all-electric transit buses in the United States from the California Air Resource Board (CARB) through the highly competitive Zero-Emission Truck and Bus Pilot Program. The City of Porterville entered into an agreement with GreenPower to deploy ten (10) of our state-of-the-art EV350 all-electric 40-foot transit buses and eleven (11) charging systems.

In May 2018, Creative Bus Sales was selected to be GreenPower's exclusive factory representative. With 19 locations, a 100-person sales team, and 200+ service and support staff, Creative Bus Sales is the United States' largest bus dealer for sales. With a sophisticated and well-respected sales and service network, the agreement with Creative Bus Sales strengthened GreenPower's ability to sell throughout the United States.

GreenPower's buses are designed to be the most reliable vehicle of its class on the road. Electric vehicles, by nature, have fewer moving parts and in-turn, fewer reliability issues. GreenPower has spent considerable time and money to ensure that all of the systems in our electric buses use reliable and state of the art components. The majority of these components have been sourced from manufacturers who have years of applicable experience in the manufacture of transit vehicles.

GreenPower's electric buses well exceed any environmental compliance standards and regulations. Furthermore, as our electric buses are internationally marketed, our electric buses have met or exceeded all international technology standards.

Significant Achievements

**2014
JANUARY**

GreenPower launched its first electric vehicle; the EV350 40-foot all-electric transit bus deploying the latest electric drive and battery technologies.

**2016
OCTOBER**

GreenPower delivered the first all-electric double decker bus (EV550) in North America to CVS Tours in Victoria, BC Canada for a one-year lease.

**2017
MARCH**

The City of Porterville in California selects eleven (11) of GreenPower's EV350 40-foot battery-electric buses for its awarded contract from the California Air Resources Board (CARB) with the purpose to replace Porterville Transit's aging fleet with zero-emission electric buses making it North America's first 100% all-electric municipal bus system.

**2017
MAY**

GreenPower purchased and began permitting/ construction planning for a state-of-the-art electric bus manufacturing plant in Porterville, CA.

**2017
NOVEMBER**

CVS Tours orders two of GreenPower's EV550 all-electric double decker buses following a successful pilot project. CVS will purchase up to seven more EV550's in the next three years to be fully-electric and zero emissions by 2021.

**2018
MAY**

The Port of Oakland ordered the first GreenPower EV Star Min-eBus for employee shuttle transportation.

GreenPower selects Creative Bus Sales, the nation's largest bus dealer in sales, as its exclusive factory representative.



**2018
JUNE**

The University of California, San Francisco ordered two GreenPower EV Star Min-eBuses for zero-emissions campus shuttle transportation.

**2018
SEPTEMBER**

The Sacramento Regional Transit District (SacRT) awarded GreenPower with a contract for six (6) EV Star Min-eBuses with two (2) wheelchair positions for use on its ground-breaking Micro Transit project.

**2018
OCTOBER**

GreenPower leases a 50,000 sq.ft. facility in Porterville, CA, tripling production capabilities for its all electric zero-emissions buses.

**2018
DECEMBER**

The San Diego Airport Parking leases two (2) EV Star Min-eBuses for passenger and luggage transportation.

**2019
FEBRUARY**

GreenPower receives an order from Green Commuter for three (3) EV Star Min-eBuses to be used for its vanpooling service around Los Angeles, CA.

**2019
MARCH**

Creative Bus Sales orders fifteen (15) EV Stars in various layouts for its demonstration fleet.

**2019
APRIL**

Green Commuter orders one hundred (100) EV Stars for its vanpooling service in Southern California.

ITEM 11



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO PURCHASE A TIRE CHANGER AND TIRE BALANCER

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and
2. Approve the purchasing of a tire changer and tire balancer from Hunter Engineering Company for the amount of \$60,012.68 payable from Account No. 741-8060-431.74-10; and
3. Authorize the City Manager to execute the purchase order and all applicable documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Purchasing a tire changer and balancer combo saves the City's mechanics time by increasing efficiency and productivity. The commercial grade high-tech equipment aids in providing reliable and quality maintenance in the removal and replacement of tires for bus shuttles, tractors and other large-scale vehicles.

Staff did perform its fiduciary responsibility and contacted vendors that sell the tire balancer and tire changer. Staff obtained three (3) informal proposals from the following vendors:

- Hunter Engineering Company \$60,012.68

CONSIDERATION AND APPROVAL TO PURCHASE A TIRE CHANGER AND TIRE BALANCER

September 19, 2023

Page 2 of 3

- | | |
|---------------------|-------------|
| • Myers Tire Supply | \$64,023.47 |
| • MJ Sales | \$64,646.35 |

Based on the cost and availability to obtain the equipment, staff recommends purchasing the equipment from Hunter Engineering Company.

LEGAL REQUIREMENT

Purchasing the tire changer and tire balancer allows staff to replace equipment that has outlived its useful lifespan. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal bid procedures:

- (i) Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them.

Additionally, staff recommends waiving the formal bidding process since soliciting informal bid proposal does not produce an advantage and the advertisement for competitive bids is unnecessary and impractical.

FISCAL IMPACT/FINANCING

Approval of this item will authorize the purchasing of the tire changer and tire balancer from Hunter Engineering Company or the amount of \$60,012.68 payable from Account No. 741-8060-431.74-10. These items were adopted as part of the Fiscal Year 2023-24 budget.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN

**CONSIDERATION AND APPROVAL TO PURCHASE A TIRE CHANGER AND TIRE
BALANCER**

September 19, 2023

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Director of Public Works

ATTACHMENT(S)

1. Hunter Engineering Company Proposal
2. Myers Tire Supply & MJ Sales Proposals

ATTACHMENT "A"



EQUIPMENT PROPOSAL / SALES AGREEMENT

Prepared on 7/26/2023 by Frankie Palmer

Submitted to:

City of Huntington Park
6900 Bissel Street
Huntington Park, Ca 90255

Quoted through:

MIDSTATE AUTOMOTIVE
EQUIPMENT
1865 HERDON AVE K131
CLOVIS, CA 93611



TCA34R (MSRP: \$40,293.03)

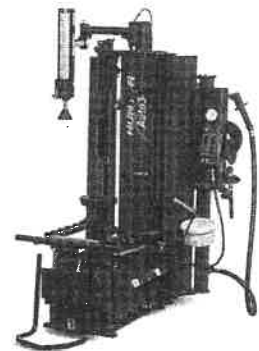
33,577.54

Leverless Tire Changer

Learn more and see it in action!

<https://www.hunter.com/tire-changers/center-clamp/>

- Leverless Tool Head
- Handle difficult combinations with ease
- Reduce risk of damage to wheel
- Single tech can handle all sizes
- 10" to 34" Range
- Gently rolls bead from rim
- Easily match-mount assemblies
- Bead press arm helps push sidewalls of difficult tires
- 220V Variable Speed Reversing Electric Motor
- Ergonomic Adjustable Work Height (3 Level)
- Integrated Blast Inflator
- Factory Installation & Setup
- On-Site Training



20-2964-1 (MSRP: \$697.71)

581.43

Kit-Large Bore, Dual Wheel – Expands clamping capability into 16", 17", 19.5 and more dual-wheel applications. Suitable for Revolution Tire Changer and the Hunter Maverick Tire Changer.



RFE12 (MSRP: \$24,632.19)

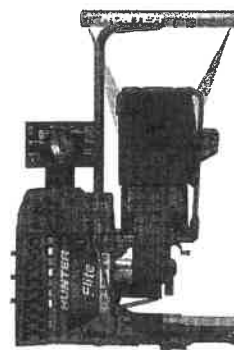
20,526.83

Road Force Elite Balancer with TDC Laser and Wheel Lift

Learn more and see it in action!

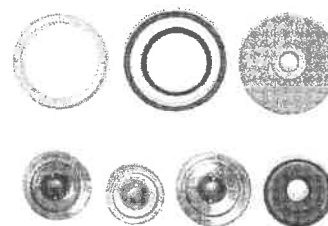
<https://www.hunter.com/wheel-balancers/road-force-elite/>**GSP9700 Road Force(R) Elite (5th Generation)**

- Road Force balance in less time than a conventional balancer
- SmartScan(TM) laser measuring system automatically determines:
 - wheel dimensions
 - weight mode selection
 - spoke mode
 - rim profile
 - rim runout
- ForceMatching(R) prediction
- Intuitive Touch Screen Interface is easy to learn
- Built-in HD Video Tutorials cover mounting & balancing
- Auto-Up Hood for increased productivity
- Exclusive eCal(TM) automatic calibration verifies balancing accuracy
- Centering Check Verifies Results
- Weight Placement Laser and Work Light
- StraightTrak(R) Solves tire pull issues
- TPMS Spec Database: TPMS info at your fingertips
- SmartWeight® Better balance without excess weight
- Hammerhead(R) TDC Weight Placement Laser
- Power Wheel Lift: Accurate centering without back strain
- Auto Inflation Station sets and documents tire pressure
- BullsEye(R) Dual-taper 10 collet centering kit standard
- Handles assemblies up to 175lbs, 40in tire/30in rim
- Factory Installation and Training included
- Superior alloy balancer shaft with 3 year warranty
- Made in USA

**20-3358-1 (MSRP: \$1,294.73)**

1,078.95

Economy MD collet kit provides broad coverage for most medium duty applications. Does not handle the large 8 lug/8.7" bore found on some MD trucks. 20-2977-2 covers that application. Includes application chart for quick and easy adaptor look up.



DISCOUNT**-2,624.00**

Midstate Automotive Equipment: COMBO UNIT DISCOUNT!

Midstate Automotive Equipment is currently offering a Combo Unit Discount when customers purchase a Hunter Engineering Tire Changer & Wheel Balancer together.

LIMITED TIME OFFER Offer Expires: 8/26/2023



Prices subject to change without notice.	Subtotal	\$53,140.75	(\$66,917.67 MSRP)
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This proposal is good through 08/24/2023	+ freight (estimated)	\$1,425.00
	+ state tax	\$5,446.93
	Total investment	\$60,012.68

Proposal includes installation and on-site training by a Hunter Technical Representative.

Electrical and compressed air connections to equipment are not included on this quotation.

Estimated delivery:

This Proposal was Prepared for

Legal Name of Business

City of Huntington Park

Billing Address

6900 Bissel Street

City, State Zip

Huntington Park, Ca 90255

Main Contact

Main Phone Number

Items on this Proposal

1 TCA34R
1 20-2964-1
1 RFE12
1 20-3358-1
1 DISCOUNT

Your Local Hunter Team



Zain Engineer
Business Consultant
Huntington Beach, CA 92647
(702) 858-0971
zainengineer@socambusinessperformance.com



Alvis, Tony
Technical & Training Representative
Perris, CA
(951) 355-3370
alvishunterservices@gmail.com



Keyes, Bill
Regional Manager
(925) 518-4695
bkeyes@hunter.com

MIDSTATE AUTOMOTIVE EQUIPMENT
1865 HERDON AVE K131
CLOVIS, CA 93611

X

Approval

Total investment (Cash / Check)

\$60,012.68

All software pre-installed on, or subsequently released by Hunter for, Hunter equipment is licensed pursuant to the Hunter Engineering Company End User License Agreement(EULA) accompanying such software. A copy of the EULA is available upon request. By placing an order for, purchasing, or using Hunter equipment, you acknowledge and agree to be legally bound by the EULA, which is hereby incorporated by reference.

ATTACHMENT "B"

TCA34R

Leverless Tire Changer

1

\$34,188.04



- Leverless Tool Head
- Handle difficult combinations with ease
- Reduce risk of damage to wheel
- Single tech can handle all sizes
- 10" to 34" Range
- Gently rolls bead from rim
- Easily match-mount assemblies
- Bead press arm helps push sidewalls of difficult tires
- 220V Variable Speed Reversing Electric Motor
- Ergonomic Adjustable Work Height (3 Level)
- Integrated Blast Inflator
- Factory Installation & Setup & On-Site Training

20-2964-1

Kit-Large Bore, Dual Wheel – Expands clamping capability into 16", 17", 19.5 and more dual-wheel applications. Suitable for Revolution Tire Changer and the Hunter Maverick Tire Changer.

1

\$592.00

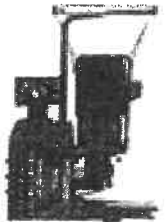


RFE12

Road Force Elite Balancer with TDC Laser and Wheel Lift

1

\$20,900.05



- SmartScan(TM) laser measuring system automatically determines:
 - wheel dimension, weight mode selection, spoke mode, rim profile, rim runout, ForceMatching(R) prediction
- Intuitive Touch Screen Interface is easy to learn
- Built-in HD Video Tutorials cover mounting & balancing
- Auto-Up Hood for increased productivity
- Exclusive eCal(TM) automatic calibration verifies balancing accuracy
- Centering Check Verifies Results
- Weight Placement Laser and Work Light
- StraightTrak(R) Solves tire pull issues
- TPMS Spec Database: TPMS info at your fingertips
- SmartWeight® Better balance without excess weight
- Hammerhead(R) TDC Weight Placement Laser
- Power Wheel Lift: Accurate centering without back strain
- Auto Inflation Station sets and documents tire pressure
- BullsEye(R) Dual-taper 10 collet centering kit standard
- Handles assemblies up to 175lbs, 40in tire/30in rim
- Factory Installation and Training included

20-3358-1

Economy MD collet kit provides broad coverage for most medium duty applications. Does not handle the large 8 lug/8.7" bore found on some MD trucks. 20-2977-2 covers that application. Includes application chart for quick and easy adaptor look up.

1

\$1,098.57



SUBTOTAL

\$56,778.66

TAX

\$5,819.81

ESTIMATED FREIGHT

\$1425

TOTAL

\$64,023.47



City of Huntington Park
6900 Bissel Street
Huntington Park, Ca 90255

MJ SALES
5 Bella Minozza, Lake
Elsinore, CA 92532

TODAY'S DATE

7/31/2023

Quote Valid through
8/31/2023

	PART NUMBER	DESCRIPTION	PRICE
1	TCA34R	Leverless Tire Changer Learn more and see it in action! https://www.hunter.com/tire-changers/center-clamp/ <ul style="list-style-type: none">- Leverless Tool Head- Handle difficult combinations with ease- Reduce risk of damage to wheel- Single tech can handle all sizes- 10" to 34" Range- Gently rolls bead from rim- Easily match-mount assemblies- Bead press arm helps push sidewalls of difficult tires- 220V Variable Speed Reversing Electric Motor- Ergonomic Adjustable Work Height (3 Level)- Integrated Blast Inflator- Factory Installation & Setup- On-Site Training	\$33,982.08
1	20-2964-1	Kit-Large Bore, Dual Wheel – Expands clamping capability into 16", 17", 19.5 and more dual-wheel applications. Suitable for Revolution Tire Changer and the Hunter Maverick Tire Changer.	\$588.43
1	RFE12	Road Force Elite Balancer with TDC Laser and Wheel Lift <ul style="list-style-type: none">-Road Force balance in less time than a conventional balancer- SmartScan(TM) laser measuring system automatically determines:<ul style="list-style-type: none">- Wheel dimensions, weight mode selection, spoke mode, rim profile, runout- ForceMatching(R) prediction- Intuitive Touch Screen Interface is easy to learn- Built-in HD Video Tutorials cover mounting & balancing- Auto-Up Hood for increased productivity- Exclusive eCal(TM) automatic calibration verifies balancing accuracy- Centering Check Verifies Results- Weight Placement Laser and Work Light- StraightTrak(R) Solves tire pull issues- TPMS Spec Database: TPMS info at your fingertips- SmartWeight® Better balance without excess weight- Hammerhead(R) TDC Weight Placement Laser- Power Wheel Lift: Accurate centering without back strain- Auto Inflation Station sets and documents tire pressure- BullsEye(R) Dual-taper 10 collet centering kit standard- Handles assemblies up to 175lbs, 40in tire/30in rim- Factory Installation and Training included- Superior alloy balancer shaft with 3 year warranty- Made in USA	\$20,774.14

		DESCRIPTION	PRICE
1	20-3358-1	Economy MD collet kit provides broad coverage for most medium duty applications. Does not handle the large 8 lug/8.7" bore found on some MD trucks. 20-2977-2 covers that application. Includes application chart for quick and easy adaptor look up.	\$1,091.95
		INSTALLATION/TRAINING AT YOUR LOCATION:	N/C
		SUBTOTAL:	\$56,436.60
		TAX:	\$5,784.75
		FREIGHT (ESTIMATED):	\$1,425.00
		GRAND TOTAL:	\$63,646.35

ITEM 12



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO PURCHASE A SUMP PUMP FOR THE CITY HALL BASEMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal Bid Procedures (i): Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them; and
2. Approve the purchasing of a sump pump for the City Hall basement from Simonds Machinery Co. for the amount of \$32,352.86 payable from Account No. 111-8022-419.73-10; and
3. Authorize the City Manager to execute the purchase order and all applicable documents.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Purchasing a replacement sump pump is essential to protecting the City Hall basement from water damage to the structure and City files. Maintaining a dry basement requires a sump pump device that prevents serious health hazards associated with mold and mildew growth in damp environments. The existing equipment is past its life expectancy and though staff performs proper routine maintenance of City equipment, the equipment is failing. The commercial grade high-tech Deming Vertical Solids Handling Sump Pump provides reliable service. Staff did perform its fiduciary responsibility and contacted vendors that sell this specific sump pump. Staff obtained three (3) informal proposals from the following vendors:

CONSIDERATION AND APPROVAL TO PURCHASE A SUMP PUMP FOR THE CITY HALL BASEMENT

September 19, 2023

Page 2 of 3

- | | |
|---|---|
| • Simonds Machinery Co. | \$32,352.86 – Cost of freight is included |
| • Superior Electric Motor Service, Inc. | \$42,295.21 – Cost of freight included |
| • Brax Process and Pump Equipment | \$46,118.08 – Cost of freight TBD |

Based on the cost and availability to obtain the equipment, staff recommends purchasing the equipment from Simonds Machinery Co.

LEGAL REQUIREMENT

Purchasing the sump pump allows staff to replace equipment that has outlived its useful lifespan. Pursuant to Huntington Park Municipal Code section 2-5.12 Formal bid procedures:

- (i) Waive of Bidding. City Council, by a majority vote, may dispense with bidding and other procedures required by this chapter in any individual instance upon finding that it would be impracticable, useless or economically infeasible to follow such procedures and that the public welfare would be promoted by dispensing with them.

Additionally, staff recommends waiving the formal bidding process since soliciting informal bid proposal does not produce an advantage and the advertisement for competitive bids is unnecessary and impractical.

FISCAL IMPACT/FINANCING

Approval of this item will authorize the purchasing of the sump pump for the City Hall basement from Simonds Machinery Co. for the amount of \$32,352.86 payable from Account No. 111-8022-419.73-10. This item was adopted as part of the Fiscal Year 2023-24 budget.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



**CONSIDERATION AND APPROVAL TO PURCHASE A SUMP PUMP FOR THE CITY
HALL BASEMENT**

September 19, 2023

Page 3 of 3

CESAR ROLDAN

Director of Public Works

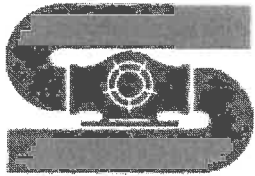
ATTACHMENT(S)

1. Simonds Machinery Co. Proposal
2. Superior Electric Motor Service, Inc. & Brax Process and Pump Equipment Proposals

ATTACHMENT "A"

Lopez, Mario

From: Tim Spang (tim@simondsmachinery.com) <system@sent-via.netsuite.com>
Sent: Wednesday, August 30, 2023 11:45 AM
To: Lopez, Mario
Cc: steve@simondsmachinery.com
Subject: Simonds Machinery Company: Estimate #EST16166



Simonds Machinery Co.

Pumps Since 1905

Estimate

Date	Estimate #
8/30/2023	EST16166

Simonds Machinery Company

Simonds Machinery Company
Accounts Payable
259 Harbor Way
South San Francisco CA 94080
United States
(714) 751-7117

Bill To

Mario Lopez
City of Huntington Park
6900 Bissell Street
Huntington Park CA 90255
United States

Ship To

Mario Lopez
City of Huntington Park
6900 Bissell Street
Huntington Park CA 90255
United States

Attention	FOB	Terms	Valid until	Sales Rep	Project Name
Mario Lopez	Factory	To Determine	9/29/2023	Tim Spang	Deming Replacement for Simonds Pump

Ship Via	Estimated Ship Date
Full Frt Allowed	Approx. 10-12 Weeks

Item	Qty	Description	Tax	Net Ea.	Extended
QPAM	1	Deming Figure 7563, Size 2X2X7-1/4X1-1/2, Heavy Duty Vertical Column Pump for a 5-1/2' Deep Sump. Standard Fitted Cast-iron Construction Pump with Type 416 Stainless Steel Shaft, Bronze Bearings with Standard Grease Lube Lines, 3" Discharge Pipe, 34" Diameter Gas-Tight Cover Plate and 1HP, 1750RPM, 200-230/460V, 3PH, TEFC Motor. Includes NEMA 4 Float Switch with Stainless Steel Ball Float. Desing Point: Approx. 60GPM at 18' TDH. Shut-Off Head: Approx. 23'. Max Solids Size: 1-1/2".	Yes	25,764.00	25,764.00
QPAM	1	Adder for 1-1/2HP Motor for Above Pump. Desing Point: Approx. 110GPM at 20' TDH. Shut-Off Head: Approx. 28'. Max Solids Size: 1-1/2".	Yes	65.00	65.00
NOTES	1	Hello Mario, Please let me know if you have any questions or comments. Freight to your location is included in the above price. Sales tax is shown below. Best regards, Tim Spang		0.00	0.00

Subtotal 25,829.00

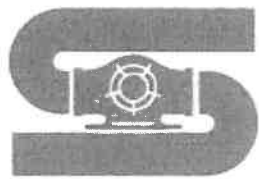
Estimated Shipping Cost (Full Frt Allowed) 0.00

Tax (Los Angeles 9.5%) 2,453.76

Total \$28,282.76

Lopez, Mario

From: Tim Spang (tim@simondsmachinery.com) <system@sent-via.netsuite.com>
Sent: Wednesday, August 9, 2023 12:11 PM
To: Lopez, Mario
Cc: steve@simondsmachinery.com
Subject: Simonds Machinery Company: Estimate #EST17153



Simonds Machinery Co.

Pumps Since 1905

Estimate

Date	Estimate #
8/9/2023	EST17153

Simonds Machinery Company

Simonds Machinery Company
Accounts Payable
259 Harbor Way
South San Francisco CA 94080
United States
(714) 751-7117

Bill To

Mario Lopez
City of Huntington Park
6900 Bissell Street
Huntington Park CA 90255
United States

Ship To

Mario Lopez
City of Huntington Park
6900 Bissell Street
Huntington Park CA 90255
United States

Attention	FOB	Terms	Valid until	Sales Rep	Project Name
Mario Lopez	Factory	To Determine	9/8/2023	Tim Spang	Deming Replacement for Simonds Pump
Ship Via	Estimated Ship Date				
Full Frt Allowed	10-12 Weeks				

Item	Qty	Description	Tax	Net Ea.	Extended
QDPA	1	Adder to Increase Cover Plate Size to 42" Diameter (from 34" Diameter).	Yes	1,691.00	1,691.00
QDPA	1	Optional Access Opening & Plate in Cover Plate Above.	Yes	1,825.00	1,825.00
QPAM	1	Adder for Change in Sales Tax Rate to 10.25% (from 9.5%).		193.71	193.71
NOTES	1	Hello Mario, Thanks for meeting with me on Monday. I noticed the larger 42" diameter cover plate has an option for an access opening not available with the smaller covers. This option is shown above for your consideration. Your existing cover plate has an access opening, and it makes cleaning or viewing the sump possible without removing the entire pump and large cover plate. Another possibility may be for your installation group to add an access opening and plate. Please let me know if you have any questions or comments. Best regards, Tim		0.00	0.00

Subtotal 3,709.71

Estimated Shipping Cost (Full Frt Allowed) 0.00

Tax (Los Angeles 10.25%) 360.39

Total \$4,070.10

DEMING®

brands you trust.

7560 Vertical Solids Handling Sump Pumps

**Capacities to 3000 GPM
Heads to 150 Feet
Solids 1½", 2", 2½" and 3"**

Deming Vertical Solids Handling Sump pumps are designed for sewage and drainage applications where solids and unscreened wastes are carried in the liquid. These pumps have important advantages for safe, efficient handling of waste and process liquids.

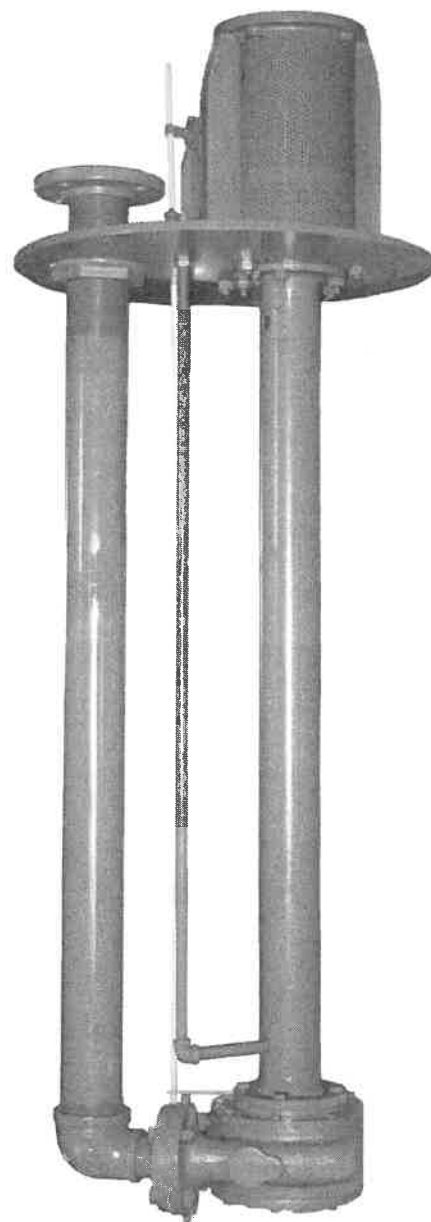
Positive, automatic priming with pump impeller submerged in the liquid at all times. Low cost installation—easy access to motor and controls. Minimum space requirements with sump basin safely below ground. Solids handling capability assures minimum clogging. Seal or packing problems are eliminated. Economical maintenance due to modular design of pump and column components. Wide range of application with optional materials and construction features available for conditions involving abrasive materials, corrosive liquids, varying temperatures and other special requirements. Your Deming representative is backed by the experience gained with thousands of vertical pump installations now in daily operation, providing dependable, economical pumping service.

FEATURES:

- Enclosed Two-Port Impeller
- Easy Axial Adjustment
- Flanged Column Construction
- Stainless Steel Pump Shaft
- Stuffing Box Top Closure
- Vapor-Tight Cover Plate
- Heavy Duty Ball Thrust Bearing
- Sealed Thrust Bearing Housing
- Flexible Motor Coupling
- Vertical NEMA C-Flange Motors
- Float Control Options
- Simplex and Duplex Units

APPLICATIONS:

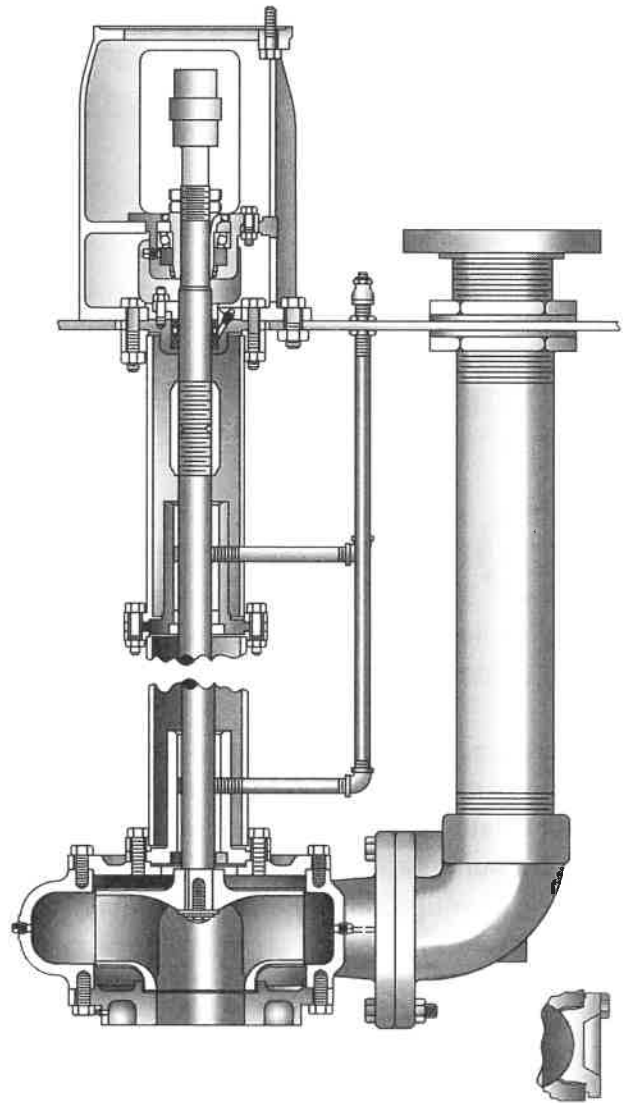
- Building Installations
- Construction Projects
- Industrial Processes
- Municipal Systems
- Pollution Control
- Sewage Lift Stations
- Underpass Drainage
- Waste Treatment Plants



Deming 7560 Series

Design Features:

- **Motor Support** - Heavy cast iron with machined register fit for mounting NEMA C-Flange vertical motors.
 - **Impeller Adjustment** - The axial clearance between the impeller and suction cover is easily adjusted by means of an adjusting nut located above the thrust bearing housing to maintain maximum efficiency.
 - **Thrust Bearing** - High thrust ball bearing is located in sealed housing well above the support plate to protect from dirt and moisture. Grease lubrication has a purging action by which the fresh grease pushes old grease out.
 - **Vapor-Tight Construction** - Includes Design 3 Stuffing Box where shaft goes through support plate, bellows around float rod and necessary gaskets to seal off gas vapor and obnoxious odors.
 - **Pump Shaft** - High strength type 416 stainless steel, heat treated, ground and polished, and specially straightened for longer life.
 - **Column** - Full weight pipe with welded flanges. Accurately machined with register fit at all assembly points to insure positive alignment.
 - **Intermediate Bearing Assembly** - as illustrated is required for sump depths over 6 feet. Regularly furnished with bronze bushings for forced grease lubrication through individual lube lines from pressure fitting above cover plate.
 - **Bottom Bearing Assembly** - Design illustrated includes bronze sleeve bearings and cast iron choker ring.
- Lubrication may be by liquid pumped supplemented by forced grease or outside clear water flush to the bearings.
- **Bearings Note** - Other bearing designs and materials are available to meet most requirements of service and type of lubrication. Alternate bearing materials include Cast Iron, Ni-Resist, Babbitt Graphite, Carbon, Cutlass Rubber and Glass Filled Teflon.
 - **Impeller** - Fully enclosed, two-port design, accurately balanced, keyed and locked securely to shaft for smooth operation. Impellers are specifically designed to handle large solids and unscreened liquids with minimum clogging. Caved repelling vanes on back shroud reduce pressure at the hub and prevent solids from accumulating behind the impeller.
 - **Casing** - Volute designed with large waterway allows smooth, unobstructed flow for any solids that will pass through the impeller. Large hand hole and separate suction cover facilitate maintenance.



- **Rotation** - All 7560 pumps are built in right hand construction, i.e. clockwise rotation when looking down on motor.

CRANE

A Crane Co. Company

PUMPS & SYSTEMS

Crane Pumps & Systems
420 Third Street
Piqua, Ohio 45356
(937) 778-8947
Fax (937) 773-7157
www.cranepumps.com

Crane Pumps & Systems Canada
83 West Drive
Brampton, Ont. Canada L6T 2J6
(905) 457-6223
Fax (905) 457-2650



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A Crane Co. Company
Printed in U.S.A.
D7560BRO - Rev. B (12/12)

Member of
Hydraulic

brands you trust.

BARNES

burks

DEMING

WEINMAN



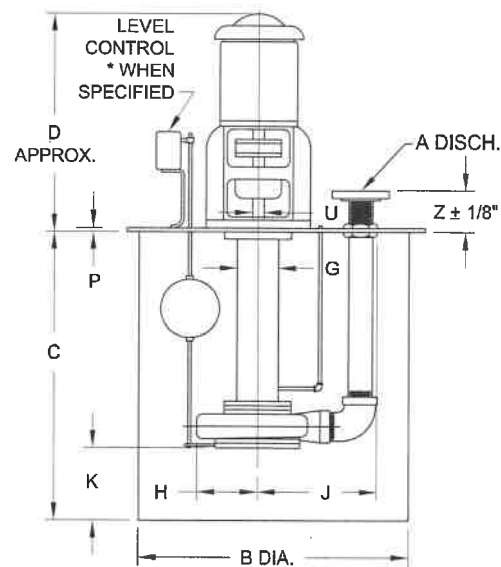
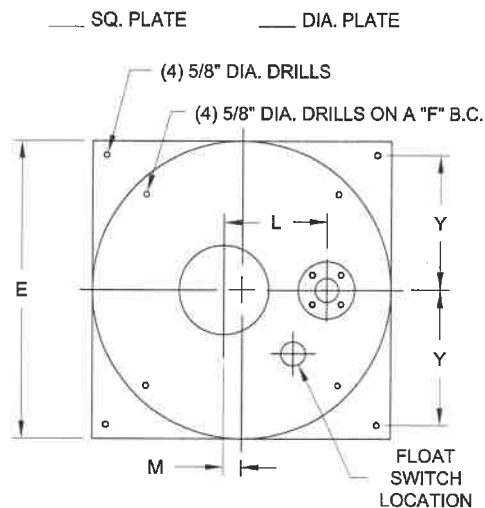
PROSSER

Wet Pit Non-Clog Sewage Pumps

FRAME	143TC	145TC	182TC	184TC	213TC	215TC	254TC	256TC	284TC	286TC
"D"	22½	23½	25½	26½	27 ⁹ / ₁₆	29 ¹ / ₁₆	31 ⁹ / ₁₆	33 ¹ / ₁₆	36 ¹³ / ₁₆	38 ⁵ / ₁₆
FRAME	56C	182C	184C	213C	215C	254UC	256UC	284UC	286UC	284UPH
"D"	23%	26%	27%	30%	32	35%	37%	41%	43%	43½

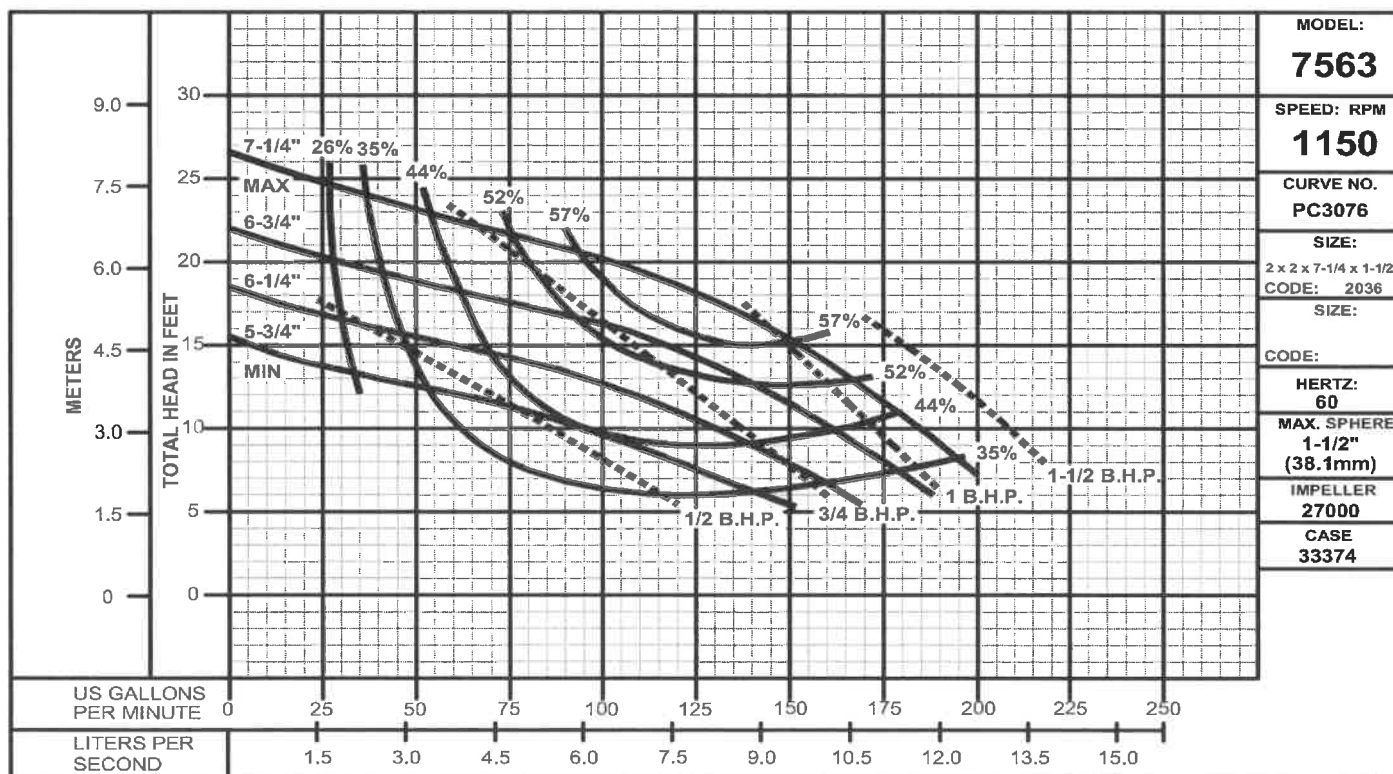
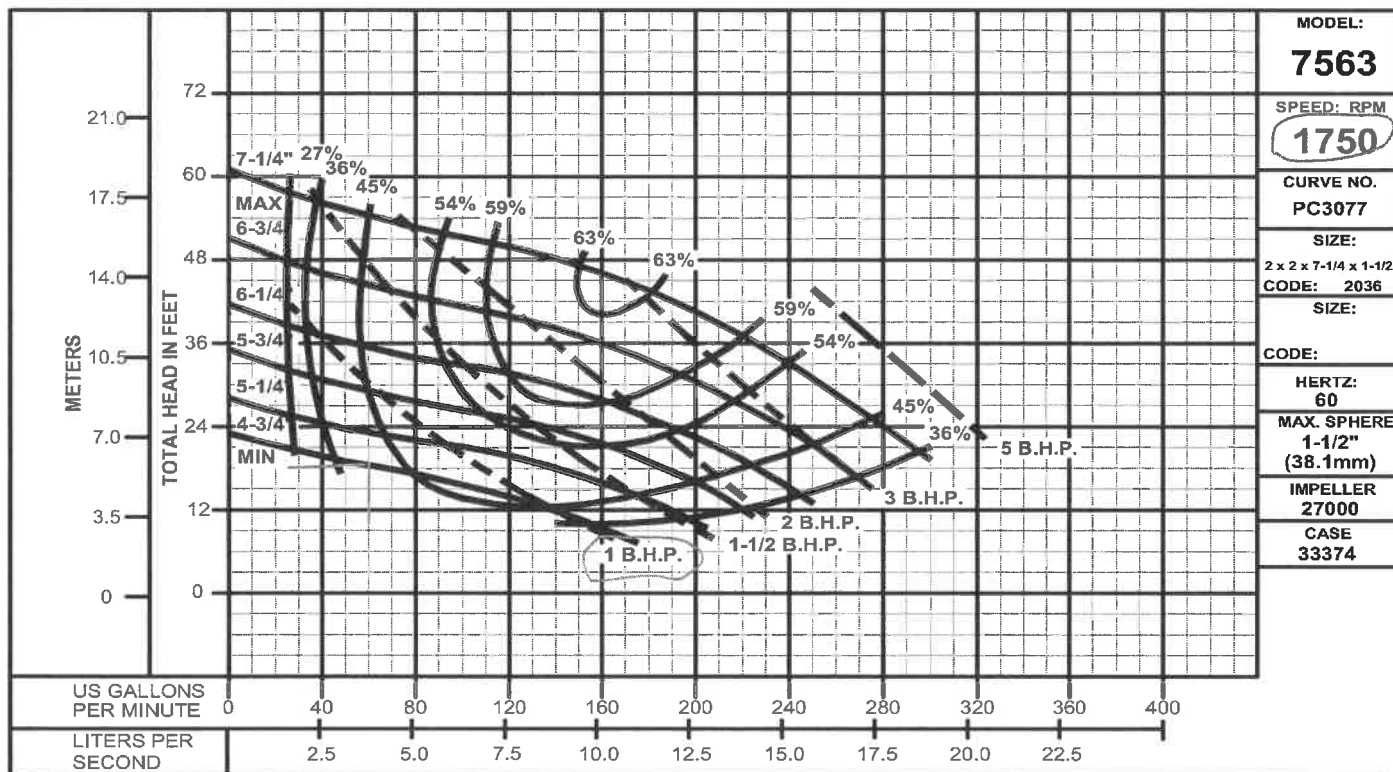
FRAME	264TSC
"D"	41%

FIG. NO	A	B	C	E	F	G	H	J	K	L	M	P	Y	Z	U
2 x 2 x 7½ x 1½ 7563	2	20	2 FT. TO 20 FT. IN 6 IN. MULTIPLES	24	22	3	5½	12	6¾	10 ³ / ₁₆	4	½	11	4	1¼
	3							14		11¼				4¾	
2 x 2 x 9½ x 1½ 7563	2	24		28	26	3	6%	13%	6	11%	4	½	13	4	1¼
	3							15%		12%				4¾	
4 x 3 x 9½ x 2 7565	3	24		28	26	4	6%	15%	5½	12%	4	½	13	4¾	1½
	3			34	32		8½	17	5¼	14¼			16		
4 x 3 x 12 x 2 7563	3	20		34	32	3	6%	16%	4¾	15	5	½	16	4%	1¼
	6			40	38		6%	17%	4¾	15			19	6¾	
4 x 4 x 7¾ x 3 7563	4	30		34	32	4	7	18	5½	14%	5	½	16	5	1½
	6			40	38				19¼						
4 x 4 x 9½ x 2 7565	4	30		34	32	4	8½	19%	5¼	16%	5½	½	16	5	1½
	6			40	38				21¼	5¼			16%	5½	
4 x 4 x 12 x 3 7565	4	36		40	38	4	9¾	20%	4¾	19 ⁷ / ₁₆	5	½	19	4½	1½
	6								21¼						
4 x 4 x 9½ x 3 7565	4	36		40	38	4	8	18¼	4¾	17 ³ / ₁₆	5	½	19	4¾	1½
	6								19%						
6 x 4 x 12 x3 7565	4	36		40	38	4	9¾	20%	4¾	19 ⁷ / ₁₆	5	½	19	4½	1½
	6								21¼						
8 x 6 x 12 x 3 7565	4	36		40	38	4	10%	22%	4¾	17 ⁷ / ₁₆	6	½	19	6%	1½
	6														



Customer				Shop Order No.			Date:		By:	
Pump Data	Fig. No.	Size	Curve No.	GPM	Head	Sp. Gr.	Temp.	Rotation	Packing/Seal	
Motor Data	MFGR	Hp	RPM	Phase-Cycle Voltage		Frame	Enclosure	Insulation	Furnished by	Mounted

Wet Pit Non-Clog Sewage Pump



ATTACHMENT "B"



Superior Electric Motor Service, Inc.

4622 Alcoa Ave
Vernon, CA 90058
Phone: 1-323-583-1040
Fax: 1-323-583-9266

Estimate

Date	Estimate #
8/30/2023	7873

Customer
CITY OF HUNTINGTON PARK 6900 BISSELL STREET HUNTINGTON PARK, CA. 90255

P.O. No.				Project No.
Item	Description	Qty	Cost	Total
NEWMOTO...	DEMING 7563 5.25 Deming model 7563 size 2x2x7.25x1.5 column non-clog Cast iron motor pedestal and flex coupling 42" dia. steel support plate - vapor tight construction Steel column pipe & 416SS shaft for 5' 6" sump depth Packed column closure, grease lube bronze bearings Cast iron liquid end, 3" Steel discharge - flange connection 9036DWI NEMA 4 float switch assembly, fiberglass rod, 18-8SS float 1.5Hp, 3/230/460V/60Hz, 1750rpm, TEFC, 145TC PE, motor 5.25" dia. impeller Both Lead Times 14-17 Weeks - Plus Freight	1	38363.00	38,363.00T
Customers are responsible for paying all applicable freight charges, unless stated otherwise.		Subtotal		\$38,363.00
Superior Electric Motors is not responsible for items left in our facility longer than 30 days.		Sales Tax (10.25%)		\$3,932.21
A 3.5% convenience fee will be added to all credit card transactions.		Total		\$42,295.21
Inspection fees will be added to all units that are not repaired and/or not replaced at Superior Electric after disassembly and evaluation. Inspection fees will vary based on hours required for disassembly and evaluation.				

**PROCESS AND PUMP EQUIPMENT**

2115 S Hellman Ave Unit H | Ontario CA 91761 | 909 923 9809

****Due to ongoing supply chain issues and unstable costs of raw materials pricing is subject to change without notice.***

Bill To:

CITY OF HUNTINGTON PARK
6900 BISSELL STREET.
HUNTINGTON PARK, CA 90255
323-584-6214
mlopez@hpcg.gov

Project**Ship To:**

CITY OF HUNTINGTON PARK
6900 BISSELL STREET.
HUNTINGTON PARK, CA 90255
323-584-6214
mlopez@hpcg.gov

Quote

Quote # 49779
Date 8/18/2023
Sales Person ONT
Written By Mina Beshara
Terms Net 30
Freight PREPAID & ADD

Part Number	Qty	Description	Unit	Total
BRAX CO.	1	DEMING HEAVY DUTY VERTICAL NON-CLOG SOLIDS HANDLING PUMP SIZE 2X2X7-1/4X1-1/2, COUPLED TO 1.5HP, 3/60/230-460V, 1750RPM, TEFC. STANDARD FITTED CONSTRUCTION - INCLUDES CAST IRON ENCLOSED IMPELLER, TYPE 416 STAINLESS STEEL SHAFT, BRONZE BEARINGS WITH GREASE LUBRICATION LINES, GAS-TIGHT 42" COVER PLATE WITH DESIGN 3 STUFFING BOX TOP CLOSURE AND COUPLING GUARDS. WHEN REQUIRED, PUMPS INCLUDE BRONZE INTERMEDIATE BEARINGS WHERE NECESSARY. 3" DISCHARGE PIPE FOR SUMP DEPTH 5-1/2' IMP. DIA. 5-1/4"	38,045.00	38,045.00T
BRAX CO.	1	NEMA 4 FLOAT SWITCH ASS WITH 316SS BALL FLOAT	4,756.00	4,756.00T
FREIGHT	1	FREIGHT TBD PREPAID&ADD LEAD TIME: 14-15 WEEKS	0.00	0.00

CLSB 487325 CAGE 6U1W7 DIR 1000441272

Sales Tax (7.75%)

\$3,317.08

(A 3.5% SURCHARGE WILL BE ADDED TO ALL CREDIT CARD PAYMENTS)**Total**

\$46,118.08

ALL SALES SUBJECT TO TERMS AND CONDITIONS AT WWW.BRAXCOMPANY.COM

ITEM 13



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award a 5-year professional services agreement (PSA) with an option to renew automatically for an additional five-year term to Express Transportation Services, LLC for fixed-route shuttle bus transportation services as the most responsive and qualified vendor; and
2. Allocate an additional amount of \$272,750 for FY 2023-24 Budget to process invoices; and
3. Authorize the City Manager to negotiate and execute the PSA.

BACKGROUND

At the July 18, 2023 City Council meeting, staff was authorized to solicit proposals for fixed-route shuttle bus transportation services. This service allows patrons within the City and surrounding areas to reach their key travel destinations. On September 6, 2023, proposals for fixed-route shuttle bus transportation services were submitted to the City Clerk's Office. Staff reviewed the two proposals for consistency with the published request for proposal (RFP) and two addendums.

The following is a tabulation of the service cost over a five-year period:

- LAZ Transportation Services: \$98.00/hour for year one (Revenue hours = 19,220) of the contract. LAZ has assumed a 3% increase in subsequent years.
 - \$1,883,538 Total Annual Cost – Year 1
 - \$1,940,044 Total Annual Cost – Year 2
 - \$1,998,245 Total Annual Cost – Year 3
 - \$2,058,193 Total Annual Cost – Year 4
 - \$2,119,938 Total Annual Cost – Year 5

CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES

September 19, 2023

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- Express Transportation Services, LLC: \$79.00/hour for year one (Revenue hours = 19,220) of the contract. Express Transportation Services, LLC has assumed a 3% increase in subsequent years.
 - \$1,518,380.00 Total Annual Cost – Year 1
 - \$1,563,931.40 Total Annual Cost – Year 2
 - \$1,610,849.34 Total Annual Cost – Year 3
 - \$1,659,174.82 Total Annual Cost – Year 4
 - \$1,708,950.07 Total Annual Cost – Year 5

Staff utilized Qualifications-Based Selection (QBS) as the procurement process. This competitive contract procurement process differentiates the key elements that structure a proposal and procurement of contract services in not solely based on price and is not the determining factor in selection. Price will be taken into consideration, though not for the purposes of determining the most suitable and qualified provider of services.

Staff's evaluation of the two transportation service providers yielded a concurrence for recommendation to the City Council. Fixed-route shuttle bus transportation services is essential to this community. Overall, Express Transportation Services, LLC provided the most responsive proposal. Express Transportation Services, LLC's familiarity with the City and community needs is of the utmost importance and the recommendation from staff is to execute a PSA for fixed-route shuttle bus transportation services with Express Transportation Services, LLC.

FISCAL IMPACT

Funding for this program is partially subsidized by the City's Los Angeles County Metropolitan Transportation Authority Proposition A & C and Measure R funding. The adopted Fiscal Year 2023-24 budget appropriated a total of \$1,245,630 from the following accounts:

Fixed Route Accounts:

- **111-8085-431.56-43 (Prop A & C):**
 - Prop A= \$415,210
 - Prop C= \$415,210
 - Total in this account: \$830,420
- **111-8010-431.56-43 (Measure R Funds): \$415,210**

An additional allocation of \$272,750 for the current fiscal year and 3% compounded over the next four years is necessary to funds this service. Staff's recommendation is to award the PSA to Express Transportation Services, LLC.

CONCLUSION

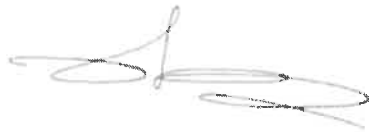
Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,

**CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES
AGREEMENT FOR FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES**

September 19, 2023

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RICARDO REYES

City Manager



CESAR ROLDAN

Director of Public Works

ATTACHMENT(S):

1. Express Transportation Services, LLC PSA
2. LAZ Transportation Services Proposal

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT

FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **19th of September, 2023** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Express Transportation Services, LLC (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and VENDOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or VENDOR interchangeably.

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, on September 19, 2023, the CITY entered into a Professional Services Agreement (the "Master Agreement") with the VENDOR to provide fixed-route shuttle bus transportation services [SERVICES]; and

WHEREAS, VENDOR represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, VENDOR further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of September 19, 2023.

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

I.

ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, VENDOR agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). VENDOR further agrees to furnish to CITY all labor,

materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

- 1.2 TERM: This Agreement shall have an initial term of Five-years (5) commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Upon the conclusion of the Term, this Agreement may be renewed for a Five-year (5) extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, VENDOR shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "A"**. Subject to the 3% CPI Index Adjustment section of **Exhibit "A"**, VENDOR further agrees that the total compensation for the Work shall not exceed the sum total of \$1,518,380 DOLLARS per year (hereinafter, the "Base Fee"). VENDOR shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event VENDOR's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend Vendor's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, VENDOR shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of Vendor's monthly compensation is a function of hours worked by Vendor's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify VENDOR in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: VENDOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall

have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 ABANDONMENT BY CONSULTANT: In the event VENDOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, VENDOR shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by VENDOR in the performance of this Agreement. Furthermore, VENDOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of Vendor's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. VENDOR shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 VENDOR REPRESENTATIVE: VENDOR hereby designates Victor Caballero to act as its representative for the performance of this Agreement (hereinafter, "VENDOR Representative"). VENDOR Representative shall have full authority to represent and act on behalf of the VENDOR for all purposes under this Agreement. VENDOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the VENDOR Representative shall constitute notice to CONSULTANT. VENDOR may, by written notice to CITY, advise CITY of any change in VENDOR Representative.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: VENDOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by VENDOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: VENDOR represents, acknowledges and agrees to the following:

- A. VENDOR shall perform all Work skillfully, competently and in accordance with industry standards of Vendor's profession;
- B. VENDOR shall perform all Work in a manner in accordance with this Agreement;
- C. VENDOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. VENDOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of Vendor's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. Except as otherwise set forth in this Agreement, all of Vendor's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that VENDOR shall perform, at Vendor's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by Vendor's failure to comply with its obligation set out herein or failure on the part of Vendor's employees, agents, VENDORS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by VENDOR to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by VENDOR or on Vendor's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that VENDOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of Vendor's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of VENDOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by VENDOR or on behalf of VENDOR in

the performance of this Agreement. In recognition of this interest, VENDOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Vendor's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. VENDOR can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONSULTANT: The Work shall be performed by VENDOR or under Vendor's strict supervision. VENDOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains VENDOR on an independent VENDOR basis and not as an employee. VENDOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with Vendor's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of VENDOR are not employees of CITY and shall at all times be under Vendor's exclusive direction and control. VENDOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. VENDOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of Vendor's officers, employees, agents, VENDOR's, subCONSULTANTs or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of Vendor's officers, employees, agents, VENDOR's, subCONSULTANTs or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subVENDOR or subVendor shall be promptly removed by VENDOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: VENDOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. Vendor's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in Vendor's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of

Vendor's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

(a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the VENDOR shall, in respect of violations that may be imposed by Applicable Law and to the extent due to Vendor's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the VENDOR reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.

(b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond Vendor's control, including the CITY's failure to approve recommended repairs or maintenance, VENDOR will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, VENDOR shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT VENDORSTATUS: The Parties acknowledge, understand and agree that VENDOR and all persons retained or employed by VENDOR are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. VENDOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, VENDORS, subCONSULTANTS and subconsultants. VENDOR and all persons retained or employed by VENDOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to VENDOR under this Agreement or is otherwise expressly conferred by CITY in writing.

2.11 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- c) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the VENDOR under this Agreement). The VENDOR shall not be responsible for the CITY's failure to comply with any provision of

Applicable Law that is not otherwise specifically assumed by the VENDOR hereunder.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, VENDOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. VENDOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: VENDOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: VENDOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the VENDOR has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. VENDOR shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the VENDOR including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's insurance

(at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- 3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.5 PRIMACY OF VENDOR'S INSURANCE: All policies of insurance provided by VENDOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Vendor's insurance and shall not contribute with it.
- 3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit VENDOR or Vendor's officers, employees, agents, subCONSULTANTs or subconsultants from waiving the right of subrogation prior to a loss. VENDOR hereby waives all rights of subrogation against CITY.
- 3.7 VERIFICATION OF COVERAGE: VENDOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, VENDOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to Vendor's commencement of any work or any of the Work. Upon CITY's written request, VENDOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph

4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. VENDOR acknowledges that CITY would not enter into this Agreement in the absence of Vendor's commitment to indemnify, defend and protect CITY as set forth herein.

- 4.2 Work of Vendor's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, VENDOR shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of VENDOR or any of Vendor's officers, employees, servants, agents, VENDORSs, subCONSULTANTs or authorized volunteers or any other person or entity involved by, for, or with or on behalf of VENDOR in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of VENDOR to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. Vendor's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability.

- 4.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, VENDOR shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by Vendor's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of VENDOR or Vendor's officers, employees, agents, servants, VENDORS, subCONSULTANTs or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under

this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.4 CITY shall have the right to offset against the amount of any compensation due VENDOR under this Agreement any amount due CITY from VENDOR as a result of Vendor's failure to pay CITY promptly any indemnification arising under this Article and related to Vendor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of VENDOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. VENDOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 VENDOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subVENDOR or any other person or entity involved by, for, with or on behalf of VENDOR in the performance of this Agreement. In the event VENDOR fails to obtain such indemnity obligations from others as required herein, VENDOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Vendor's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of VENDOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against VENDOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written

notice to Vendor of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, VENDOR shall be compensated only for those services and tasks which have been performed by VENDOR up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require VENDOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by VENDOR in connection with the performance of the Work. VENDOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. VENDOR shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of VENDOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which VENDOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, VENDOR may submit a written request for additional time to cure the Event of Default upon a showing that VENDOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of

the 30-day cure period, VENDOR may submit a written request for additional time to cure the Event of Default upon a showing that VENDOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of VENDOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of VENDOR shall include, but shall not be limited to the following: (i) Vendor's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) Vendor's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) Vendor's and/or its employees' disregard or violate any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) Vendor's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by VENDOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by VENDOR within forty-five (45) calendar days of Vendor's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to VENDOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of Vendor's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, VENDOR shall be compensated only for those services and tasks which have been rendered by VENDOR in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Vendor's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

G. In the event CITY is in breach of this Agreement, Vendor's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to VENDOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction

or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of VENDOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. VENDOR shall require all subCONSULTANTS and subVENDOR working on behalf of VENDOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subVENDOR or subVENDOR as applies to Documents and Data prepared by VENDOR in the performance of this Agreement.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by VENDOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by VENDOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. VENDOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: VENDOR warrants and represents that neither VENDOR nor any person who is an officer of, in a managing position with, or has an ownership interest in VENDOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Express Transportation Services, LLC
Victor Caballero
6900 Bissell Street
Huntington Park, CA 90255
Phone: 323-476-7766

CITY:

City of Huntington Park
Ricardo Reyes, City Manager
6550 Mile Avenue
Huntington Park, CA 90255
Phone: 323-584-6161

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-

eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: VENDOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: VENDOR warrants, represents and maintains 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, VENDOR warrants and represents 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 member, 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.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and VENDOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to VENDOR and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

- 6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.
- 6.22 **FORCE MAJEURE:** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents VENDOR from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents VENDOR from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.
- 6.23 **BUSINESS LICENSE AND W9:** A City of Huntington Park Business license must be obtained before commencing work and a W9 provided when submitting first payment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

Express Transportation Services, LLC

By: _____
[CITY MANAGER]

By: _____

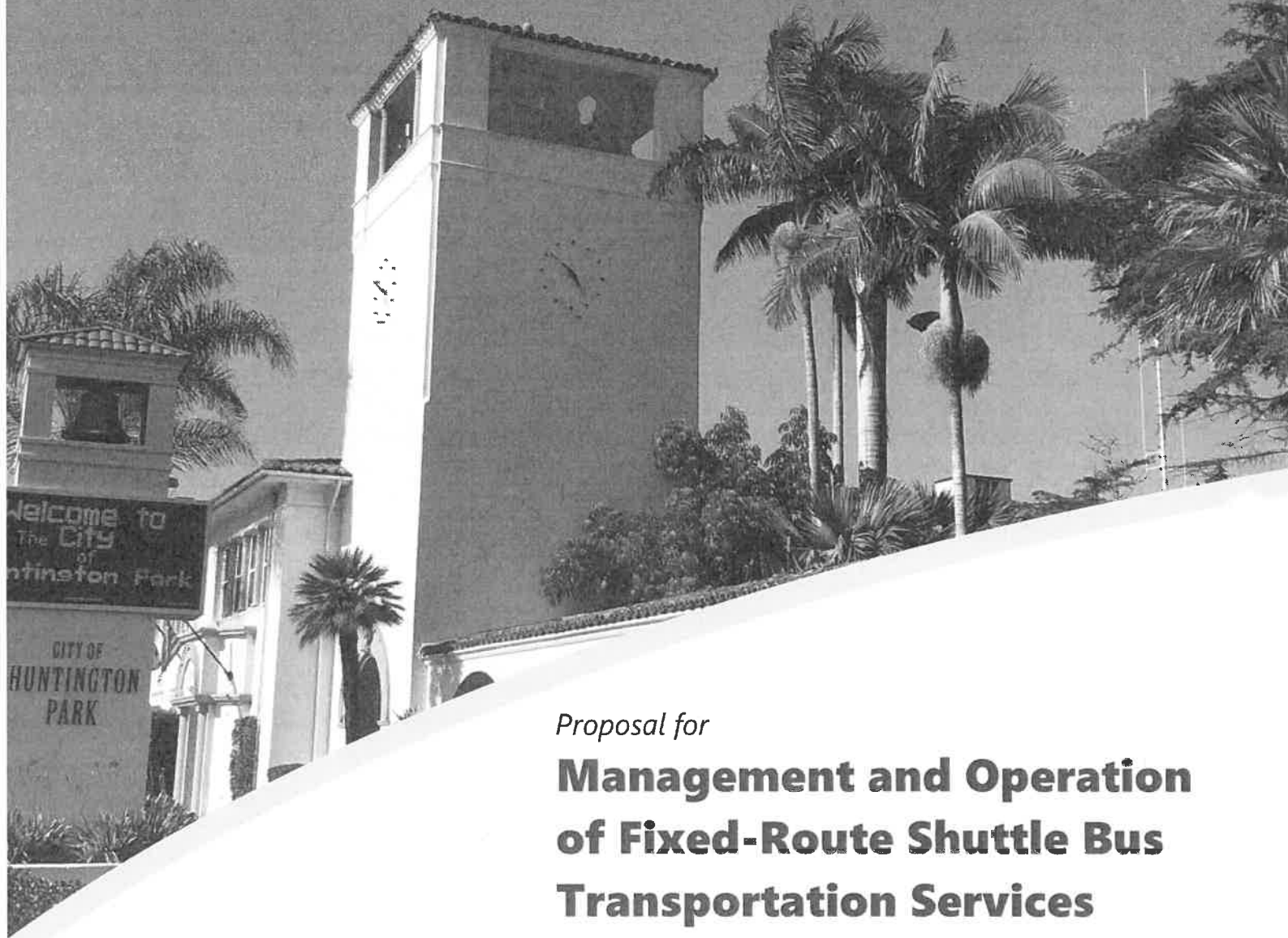
Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)



Proposal for

Management and Operation of Fixed-Route Shuttle Bus Transportation Services

*for the City of Huntington Park
September 6, 2023*



Express Transportation Services, LLC

6900 Bissell Street, Huntington Park, CA 90255

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COVER LETTER



September 6, 2023

Cesar Roldan
City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255

Express Transportation Services LLC ("Express" or "ETS") is pleased to present our proposal for the management and operation of Fixed-Route Shuttle Bus Transportation Services for the City of Huntington Park ("City").

We have successfully partnered with the City of Huntington Park to deliver outstanding transit service to their residents. We believe that we possess all the necessary qualifications, and certainly have the passion, for the service quality necessary to continue to provide Fixed-Route Shuttle Bus Transportation Services to the residents of Huntington Park. We value our existing relationship and will continue to work strategically with the city in its mission to continually improve and grow its transit program.

Express Transportation Services has crafted a proposal that we believe will exceed the City's expectations in terms of price and quality of service.

We have included our contact information below:

Designated contact person: **Victor Caballero**
Name of Organization: **Express Transportation Services, LLC**
Business Address: **6900 Bissell Street, Huntington Park, CA 90255**
Telephone Number: **323-317-3697**

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

Sincerely,

Express Transportation Services, LLC

A handwritten signature in black ink, appearing to read 'Victor Caballero', is written over a horizontal line.

Victor Caballero
President



VENDOR'S BACKGROUND

Express Transportation Services is the **incumbent provider** for Huntington Park's Express Fixed-Route Shuttle Bus and Demand Response Dial-a-Ride services, having been assigned the contracts after the sudden resignation of previous contractor in 2017. Our local leadership team was instrumental in transforming the Fixed-Route service into a best-of-breed, first-class operation from its earlier operator Oldtimers Foundation prior to 2016. We know and love the people of Huntington Park and are excited by the opportunity to serve them every day.



PROFESSIONAL EXPERIENCE

Huntington Park Fixed-Route Shuttle

Express Transportation Services currently provides Fixed-Route Shuttle Bus transit services for the City of Huntington Park. Service consists of ADA-accessible shuttles operating Monday through Saturday.

Huntington Park Demand Response Dial-a-Ride

We are also the current provider of the Huntington Demand Response/Dial-a-Ride program, operating vehicles (including ADA-accessible minivans) operating seven days a week.

Maywood Fixed-Route Shuttle

Express Transportation Services also provides Fixed-Route Shuttle Bus transit services for the neighboring City of Maywood. Under Maywood's program, we operate two ADA-accessible shuttles Monday through Saturday.

Maywood Demand Response Dial-a-Ride

We are also the current provider of the Maywood Demand Response/Dial-a-Ride program, operating vehicles (including ADA-accessible minivans), seven days a week.



Big Star Transit (Contra Costa Transit Authority)

Express is a paratransit service provider subcontracted to Big Star Transit, operating demand-response buses and vans seven days a week for the Contra Costa County Transit Authority in Concord, California.

SAFETY IS OUR #1 PRIORITY

As our top priority, safety is all about quality people. Express Transportation Services prides itself in quality employee recruiting, hiring, and training programs that help us to detect and select only those individuals that will best serve the needs of the service operations. Our program will ultimately focus on selecting those employees who are dedicated to both safety and performance and who not only meet, but exceed, our minimum employment criteria.

EXCEPTIONAL PERFORMANCE

Express Transportation Services has crafted a proposal that we believe will exceed the City's expectations in terms of price and quality of service.

- **Accountability for exceptional customer service:** With well-trained employees, frequently maintained vehicles, and metric-based supervision, we provide the type of quality control that is often difficult to achieve for some other service contractors.
- **An outstanding record of passenger safety:** We have an excellent safety record in all our transit service operations.
- **Very reasonable operating costs:** Our cost structure is lean, enabling us to deliver excellent value for the budgeted amount.

HIGHLY EXPERIENCED MANAGEMENT

Another strength Express Transportation Services brings to the table is our stable, local management team having over fifty years of wisdom and experience successfully operating transit systems throughout California. Each system certainly has unique characteristics, but many of the problems and lessons learned have helped us build the strong company we have today.



QUALIFICATIONS AND EXPERIENCE OF VENDOR'S PERSONNEL

EXPERIENCED MANAGEMENT TEAM

We intend to maintain our existing Huntington Park management team, consisting of highly experienced transit professionals with deep commitment to safety and passenger satisfaction. Our management team is located at the City's Corporation Yard, 6900 Bissell Street, Huntington Park, California.

Victor Caballero, President

Victor will provide the executive oversight of the City of Huntington Park Fixed Route Transit Services operation. He will be an additional resource to the City for any service improvements, system/service modifications or grant funding assistance that may become necessary. Victor speaks both English and Spanish.

Bijan Arsalan, General/Project Manager

Bijan Arsalan is Project Manager of the Huntington Park transit services, managing all day-to-day operations, drivers, dispatching, technology, maintenance, and human resources duties. Bijan formerly was the Operations Manager with Metro Transit where he was lead project manager for launching the new Huntington Park contracts in 2016. Bijan is also the designated safety coordinator for Huntington Park transit services. Bijan speaks both English and Spanish.

Krystal Lopez, Operations and Administrative Supervisor

Krystal serves in the dual role of Operations Supervisor / Administrative Supervisor assisting the General Manager with the day-to-day service operations and project administration. Krystal is responsible for supervising drivers and dispatchers, assuring that we are operating in the most efficient and effective manner. She speaks both English and Spanish fluently to meet the needs of the local community.

MANAGEMENT PRIORITIES

Customer Feedback and Reporting

Our Administrative Supervisor / Administrative Supervisor is responsible for ongoing customer feedback and reporting:



- When a passenger reaches out with a compliment, the driver will be contacted and thanked for their good work. Compliments will be used in our customer service training process to reinforce the kind of quality service expected.
- When a complaint is received, a meeting will be scheduled to discuss the complaint and implement customer service checks and a correction plan in accordance with the severity of the complaint.
- All comments are entered into our customer feedback database for responses from management on a weekly or monthly basis, depending on the number of comments received.
- If complaints demonstrate a recurring problem across drivers and shuttles, additional training will be written into the training plan and implemented.
- We will work with City management to develop the process for communicating customer feedback as needed, in the desired format. This format could be written, email, or possibly web based.

Problem Resolution Handling

Express Transportation Services recognizes that for every passenger complaint that comes in, there are many more we will never hear about. Therefore, we take every complaint seriously and investigate thoroughly to identify the problem, find a fast solution, and communicate with the passenger to ensure satisfaction.

The General Manager personally monitors the feedback database daily to identify problems (and success stories) with our service. As a company, we know that often the passenger submitting a complaint just wants to make sure their voice is heard and is being acted upon. By contacting the passenger directly via the passenger's preferred method of communication (telephone, email, etc.), we will reach out and express our appreciation for notifying us of a problem and apologize as appropriate.

Each complaint will be investigated, with the results logged in the feedback database. Driver complaints will be addressed with the employee by management and tracked. Complaints about equipment will be escalated consistent with established City procedures to the appropriate departments.

Quality Control Program

As a premier passenger transportation service provider, our management team has extensive experience in Quality Control Programs (QCP) and the positive impact these programs have on our services.

Front-line personnel are crucial in providing the customer with a satisfying experience. Throughout our hiring and training process, we instill our tradition and philosophy in client satisfaction and the importance of meeting the client's needs, not only through safe, reliable, and professional driving, but through positive and courteous customer interaction.



To ensure we maintain the high standards we have set for ourselves, Express Transportation Services uses mystery shoppers to take frequent rides to gauge driver and client interaction and overall client satisfaction.

FRONT LINE PERSONNEL

Supervisors / Dispatchers

Our experienced supervisory/dispatch team keeps our operations moving and is critical to our success. They are our primary contact with passengers, track the progress of our vehicles, relay messages, and resolve or escalate problems to the General Manager. Dispatch is the central hub of activity.

These individuals must have pleasant personalities, strong English and Spanish language skills, clear radio voices, and attention to details. They must also be calm under pressure and be able to make decisions rapidly, sometimes with imperfect information.



Drivers (Operators)

The Driver is the public face of our company, and a representative of the City as a whole. Every passenger that boards one of our vehicles expects and deserves excellent service. In our role as the operator of transit services, Express Transportation Services realizes that we are viewed as an extension of the City of Huntington Park. This is a responsibility we do not take lightly. Throughout our years in business, we have developed and are continually refining our employee screening and training processes.

A neat, professional appearance is very important. Every member of our staff who meets the public will be in a professional uniform, except for the General Manager who will be dressed in appropriate business apparel. Drivers will start and end their shifts where management and dispatch staff can monitor personal appearance and ensure company standards are met.



PROJECT APPROACH

PROJECT UNDERSTANDING

Express Transportation Services has carefully reviewed RFP for Management and Operation of the City of Huntington Park's Fixed-Route Shuttle Bus Transportation Service. We are excited at this opportunity to continue as the City's strategic transit services partner with our brand of high-quality customer service to the community.



We understand that Express Transportation Services shall continue to provide all management and operational functions necessary for the Huntington Park Fixed Route Shuttle Bus Transportation Services program, inclusive of vehicles, dispatchers, drivers, insurance, fuel, and vehicle maintenance.

The Fixed Route Shuttle Bus Transportation Service shall operate on weekdays from 6:30 am to 6:30 pm, and on Saturdays from 8:00 am to 5:00 pm. No service will currently operate on Sunday. The Trolley Service shall operate on Friday, Saturday, and Sunday between the hours of 10:00 am and 8:00 pm.

A dedicated telephone number for the exclusive use of City of Huntington Park Transportation service is maintained by Express Transportation Services and is answered by a bilingual operator with the words "Huntington Park Transit".

Pick-Up and Drop-Off Standards

Express Transportation Fixed Route Shuttle Bus Service vehicles (including Trolleys) pickup and drop off system riders at designated route stops as approved by the City of Huntington Park.

Reporting

Express Transportation Services will furnish a management report with each month's billing giving operating statistics as requested by the City of Huntington Park. Additionally, performance reporting will be completed annually consistent with Federal Transit Administration (FTA) National Transit Database (NTD) guidelines.



Liaison

Express Transportation Services coordinates closely with the City and relevant other interests on all city transportation program matters and operation status.

Driver Qualifications

Express Transportation Services drivers performing Fixed Route Shuttle Bus Transportation Services (including Trolley operation) for the City of Huntington Park Program currently meet the following minimum qualifications as specified in the RFP:

- Are legally licensed to operate in Huntington Park per requirements listed in the Huntington Park Municipal Code.
- Are alert, clean, careful, courteous, sober, drug free, and competent in their driving skills.
- Are dressed in a conservative, safe manner and wear a uniform shirt, long dark pants as approved by the City and no open-toed sandals shall be allowed.
- Will meet all City, County, State, and Federal requirements for vehicle operations

Drug Testing

Express Transportation Services currently conducts an ongoing drug and alcohol testing program for all employees, including its employee drivers. Our Drug Testing Program meets all state and federal standards and is consistent with the requirements in the Huntington Park Municipal Code.

Planning & Marketing

Express Transportation Service currently coordinates with the City in the design and implementation of changes in the service's operating characteristics.

OPERATIONS APPROACH

Express Transportation Services, as the incumbent operator of the City of Huntington Park Fixed Route Shuttle Bus Transportation Service, has established a quality and mature transit service operation. We continually explore ways to update and enhance service quality. ***The selection of the Express Transportation Services as the incumbent service operator provides for continuity of service operations with no transitional disruption or issues.***



PROPOSED PERSONNEL

Express Transportation Services, as the incumbent service operator, has a team of transportation professionals ready and in-place with a deep understanding of the City of Huntington Park's Fixed-Route Shuttle Bus Transportation Service program.

RESUME: VICTOR CABALLERO

Experience

2017 to present	<p>President/Principal, Express Transportation Services, LLC</p> <p>Contracted management and operation of the transit services for the City of Huntington Park and the City of Maywood, California</p>
2014 to 2017	<p>Vice President, Metro Transit Services and General Manager, Yellow Cab of Sacramento</p> <p>Interacted with local officials in the design and implementation of reliable and cost-effective paratransit and taxi programs in Southern California and Sacramento regions.</p>
2013 to 2014	<p>Director of Sales, Marketing, and Government Affairs, Southland Transit and City Cab, Los Angeles</p> <p>Responsible for contract development and existing contract renewal negotiations.</p>
2005 to 2013	<p>President, Express Transportation Services, Inc.</p> <p>Taxi operation with emphasis in working with local officials to meet needs of the transit-dependent population, seniors, and the disabled.</p>
1994 to 2005	<p>Vice President, Sales and Marketing (Taxi/Paratransit Operations), Administrative Services Co-Op, Inc.</p> <p>Responsible for business development for taxi and paratransit vehicles for seven taxi co-ops with a total of 1300 vehicles.</p>



Education

Business Administration and Marketing, Chapman University

RESUME: BIJAN ARDALAN

Experience

2017 to present

General Manager/Project Manager, Express Transportation Services, LLC

Contracted management and operation of the transit services for the City of Huntington Park and the City of Maywood, California. Responsible for recruiting and training, daily operational management, managing vehicle maintenance, compliance, and liaison with municipal officials.

2016 to 2017

General Manager, Metro Transit Services

Contracted management of transit services for the City of Huntington Park, California. Responsible for recruiting and training, daily operational management, managing vehicle maintenance, compliance, and liaison with municipal officials. Launched the Demand-Response Dial-a-Ride service.

Education

California State University, Los Angeles

RESUME: KRYSTAL LOPEZ

Experience

2017 to present

Administrative and Operations Supervisor, Express Transportation Services, LLC

Assists the General Manager with the day-to-day service including supervising drivers and dispatchers, interacting with community members, and ensuring safe and efficient operations.



2006 to present

Program Coach, LA's BEST/Los Angeles Unified School District

Supervises and assists recreation at out-of-school program sites. Evaluates effectiveness of organized activities with on-site observations. Participates in community interest activities and recruiting personnel.

Education

Business, University of Phoenix



REFERENCES

CITY OF HUNTINGTON PARK

- **Fixed-Route Bus:** We currently operate the fixed-route bus operation in Huntington Park, California, with seven ADA-accessible shuttles operating Monday through Saturday, 6:00 a.m. to 6:00 p.m., making scheduled stops at predetermined locations throughout the city. ETS transports approximately 298,000 passengers per year.
- **Demand-Response/Dial-a-Ride:** We currently operate the dial-a-ride program in Huntington Park, California, with 13 vehicles (including ADA-accessible minivans) operating 24/7 seven days a week.

City of Huntington Park
6550 Miles Ave.
Huntington Park, CA 90255

Attn: Rick Reyes, City Manager
323-584-6223

CITY OF MAYWOOD

- **Fixed-Route and Demand-Response:** We currently operate fixed-route and demand-response transit operations in Maywood, California, with 2 ADA-accessible buses operating six days a week and 13 cars operating seven days a week, 7:00 a.m. to 5:00 p.m., making scheduled stops at predetermined locations throughout the city.

City of Maywood
4319 Slauson Ave.
Maywood, CA 90270

Attn: Jennifer Vasquez, City Manager
323-562-5712



BIG STAR TRANSIT (CONTRA COSTA COUNTY TRANSIT AUTHORITY)

- **Paratransit Services:** Express Transportation Services is a paratransit service provider subcontracted to Big Star Transit, operating four demand-response buses daily from 4:00 am to midnight.

Contra Costa County Connection (CCCTA)
2477 Arnold Industrial Way
Concord, CA 94520

Attn: Victor Carranza, Operations Manager (Big Star Transit)
775-313-7964



SIGNED ADDENDUM 1

August 12, 2023

CITY OF HUNTINGTON PARK

ADDENDUM NO. 1

REQUEST FOR PROPOSAL

FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES

The following modifications are hereby made a part of the contract documents and supersede, replace, and/or amend the provisions included in the original RFP documents as stated above. The following addendum is hereby made a part of the RFP:

1. RELEASE OF INFORMATION REQUESTED: MONDAY, AUGUST 21, 2023 AT 5:00 PM
2. PROPOSAL DUE DATE: WEDNESDAY, SEPTEMBER 6, 2023, 2:00 P.M.

End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: _____
Cesar Roldan, Director of Public Works

Date: _____

Any and all notifications or Addendums must be acknowledged via signature by the Proposer and made part of and incorporated as part of the proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Express Transportation Services, LLC

Contractor Name

September 6, 2023

Date



Signature

President

Title



SIGNED ADDENDUM 2

August 21, 2023

CITY OF HUNTINGTON PARK

ADDENDUM NO. 2

REQUEST FOR PROPOSAL

FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES

Questions pertaining to the Request for Proposal (RFP) for Fixed-Route Shuttle Bus Transportation Services. Answers are highlighted in yellow.

1. What are the operating hours for the (2) trolleys that you reference in the INTRODUCTION section of the RFP?

Trolley Schedule attached. Attachment 1

2. What are the annual miles operated for the total service? Please also breakdown by vehicle type, i.e. shuttle or trolley.

1,102,815 annual miles for the shuttles only.

3. Please confirm all 5 shuttle vehicles run daily. There is no spare ratio.

All five (5) shuttles run daily, except for Sundays and Holidays. See Attached schedule flyer. There is no spare bus shuttle.

4. Please provide daily schedule for the driver.

See attached brochure for hours of operation.

5. Are there drivers who provide breaks or does the schedule allow for breaks?

Drivers take their mandated breaks, though are relieved by another driver that continues the driving the route.

6. Please confirm who pays for fuel, bus cleaning/washing.

Fuel is payed for by the bus shuttle company. Company is responsible to clean inside and out.

7. What are the current driver wages?

State of California minimum wage.

8. Is the driver staff unionized? If yes, please provide a copy of the CBA.

No.

9. Is there a requirement to hire the current staff?

No.

10. Please provide a list of the vehicles including make, model, age, mileage and any major component repair.

- Unit 001 – Ford E-450 – (2016) – 244,108 miles – Replaced transmission
- Unit 002 – Ford E-450 – (2016) – 227,363 miles - Replaced transmission
- Unit 003 – Ford E-450 – (2016) – 214,031 miles
- Unit 004 – Ford E-450 – (2016) – 224,717 miles – Replaced transmission and engine
- Unit 963 – Ford E-350 – (2009) – 170,726 miles – Overhauling transmission

City mechanics along with third party mechanics conduct routine maintenance.

11. Is the operator responsible for reconciling the fare collection?

Yes. Everyday and report to the City.

12. Would the City be willing for the contractor to utilize their own buses?

That is a possibility. May provide a cost proposal so that the City may evaluate.

13. Would the city allow the contractor to submit an alternate bid?

That is a possibility. May provide a cost proposal so that the City may evaluate.

14. Can you please release a copy of the previously executed contract?

Contract attached as part of Addendum No. 2.

The following modifications are hereby made a part of the contract documents and supersede, replace, and/or amend the provisions included in the original RFP documents as stated above. The following addendum is hereby made a part of the RFP:

Request for Proposal

End of Addendum No. 2

By order of the City of Huntington Park, Public Works Department

By: 
Cesar Roldan, Director of Public Works

Date: August 21, 2023

Any and all notifications or Addendums must be acknowledged via signature by the Proposer and made part of and incorporated as part of the proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Express Transportation Services, LLC

Contractor Name



Signature

September 6, 2023

Date

President

Title



APPENDIX: SAFETY PLAN

Safety Plan



SAFETY PLAN

OBJECTIVE: The development and implementation of a program to protect and minimize personal injuries on the job, the safety of the general public, the environment, and to reduce work related injuries by a measurable amount. Our goal will be a 100% reduction.

STATEMENT OF POLICY: It is the policy of **Express Transportation Services** to provide a healthy and safe place of employment for all employees; to abide by all regulations as they pertain to our industry which is set forth in Federal, State and Local standards, statutes and OSHA Standard 29 CFR 1910, 29 CFR 1926, 49 CFR Part 325, Parts 350-399 and Department of Transportation Motor Vehicle Transportation requirements and to integrate good working safety habits into every aspect of our company activity. The "Company" as used in this Policy refers to **Express Transportation Services** and its entities. To support this policy, six basic principals are inherent:

1. A positive belief that all personal injuries can be prevented.
2. An acceptance on the part of management, superintendents and foremen of their responsibilities to prevent personal injuries.
3. A conviction that it is reasonably possible to safeguard all operating exposures which may result in injuries.
4. Acceptance of the fact that the prevention of personal injuries is good business, both from the standpoint of efficiency and of economy.
5. A recognition that it is necessary to train all employees including temporary personnel to work safely and to understand it is to their advantage as well as the Company's to work safely; further, that they have a definite responsibility to do so.
6. An understanding that all vendors or sub-contractors are contractually obliged to abide to this Safety Policy, and to adhere to the Company Safety Program; further, that any references to the Company in this policy will be applicable in full to all sub-contractors as well.

Safety Responsibilities & Duties



SAFETY RESPONSIBILITIES & DUTIES

MANAGEMENT

1. **RESPONSIBILITIES:** Safety begins with management commitment and participation. We will set goals, establish accountability and become involved. A poor safety record is a management problem. Management is required to abide by this policy as are all employees.
2. **DUTIES:**
 - a. Communicate safety commitment and policy.
 - b. Attend company functions.
 - c. Review accident reports and safety activities.
 - d. Make needed appropriations.
 - e. Set a good example.
 - f. Provide resources, including funding adequate to support this program.

SAFETY OFFICER

3. **RESPONSIBILITIES:**

Although the Safety Coordinator is assigned overall responsibility for the administration of this program, the responsibility for a safe workplace rests with every employee, from the President to the newest hire.
4. **DUTIES:**
 - a. Develop educational materials, develop and implement training programs.
 - b. Arrange for training of employees, supervisors, and the Safety Committee.
 - c. Develop written safety rules.
 - d. Assure compliance with government regulations.
 - e. Arrange for work place inspections.
 - f. Review all accident investigations.
 - g. Analyze reports to identify accident causes.
 - h. Provide First Aid Kits.
 - i. Prepare periodic reports for management.
 - j. Ensure that the resources necessary to implement this program are available using appropriations provided by management.
 - k. Ensure that this safety policy is communicated to all employees of **Express Transportation Services.**

SUPERVISORS

5. **RESPONSIBILITIES:** Supervisors have a direct responsibility for the safety of the working group. They will help build safety into the work process and be alert for safety and health problems.
6. **DUTIES:**
 - a. Train new employees upon hire.
 - b. Train employees on job assignments and identified hazards.
 - c. Re-train present employees on an on-going basis.
 - d. Make informal inspections daily. Document monthly inspection using an approved checklist.
 - e. Prepare accident reports.
 - f. Enforce safety rules.
 - g. Make daily safety contacts.
 - h. Correct unsafe acts and conditions.
 - i. Conduct weekly tool-box safety meetings/training sessions.
 - j. Conduct a hazard analysis of each new job, prior to commencement of work.
 - k. Investigate all accidents.

EMPLOYEES

7. **RESPONSIBILITIES:** Workers must learn the hazards of their jobs and abide by safety rules. The program requires the wholehearted support of those it was designed to protect. Employees are expected to participate to the fullest extent in this safety program.
8. **DUTIES:**
 - a. Abide by safety rules.
 - b. Report hazardous conditions or concerns.
 - c. Communicate safety to fellow employees.
 - d. Make suggestions to help improve safety.
 - e. Ensure personal protective equipment is maintained in good condition. If you need equipment or safety items, contact your field supervisor.
 - f. Use and maintain personal protective equipment provided.
 - g. Attend weekly tool box safety meetings.

Every employee can feel confident that identifying unsafe acts or conditions will not result in any type of reprisal to them.

Express Transportation Services

9. **IMPLEMENTATION:** All **Express Transportation Services** employees, from top management to the newest hire are to be actively involved in the implementation of this program. Participation of all employees will be monitored by the Safety Officer to ensure that all involved are fully participating in the program and each employee is doing his or her part in the implementation of this program.

Safety Reporting



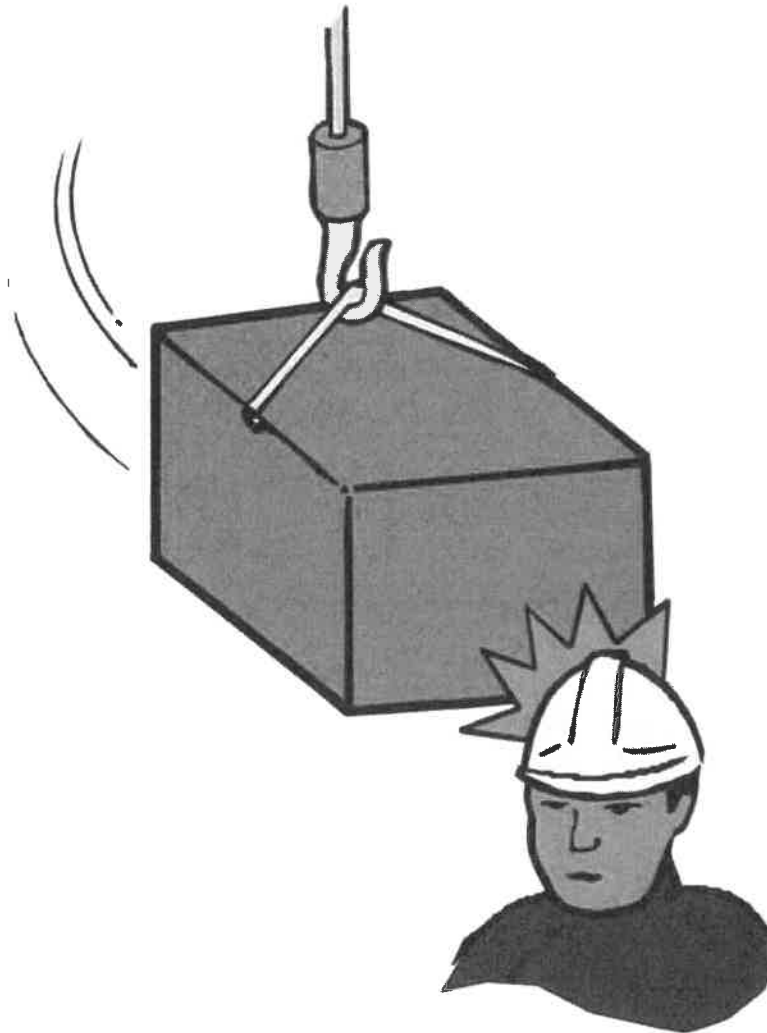
Express Transportation Services

SAFETY REPORTING

Express Transportation Services will complete a monthly safety report. The safety report will contain but not necessarily be limited to the minutes of the monthly safety meetings and the attendance roster. Also, to be included will be the accident/incident reports pertaining to work performed by the Company.

Identified hazards will be reported by employees using a safety suggestion/hazard box.

Accident Reporting



ACCIDENT REPORTING

All workplace accidents, regardless of how incidental, will be reported by the employee to his supervisor or to the Company's Safety Officer immediately.

1. The Company's Safety Officer will fully investigate all accidents and fill out the appropriate accident report form on the day of the accident. Accidents will be reported as required on Form C-1 and to the U. S. Department of Labor OSHA Form 300, 300A and 301. A C-3 form will be completed upon receipt of the C-4 from the Medical provider.
2. **Express Transportation Services's** Safety Officer will document accidents on an Accident Investigation Form on all accidents which result in an injury or work related illness. The form will describe in writing the circumstances of the accident and the corrective action taken. The form will be completed within 24 hours of any injury.
3. In the event of a serious injury (see definition below), fatality, property damage accident, or any damaging fire, the Safety Officer will be immediately notified regardless of the day or hour. *A serious injury is defined as any injury that requires medical treatment beyond First-Aid, (as defined by OSHA in the publication "Recordkeeping Guidelines for Occupational Injuries and Illnesses,") any trip to the hospital or doctor's office, or any single incident where two or more employees are injured.*
4. The Company's Safety Officer will complete a report outlining details involving any safety-related incident occurring on-the-job. The report will describe the circumstances of the incident and the corrective action taken.

Safety Meetings



Express Transportation Services

SAFETY MEETINGS

Express Transportation Services will conduct one safety meeting each month and document all employees in attendance. The monthly safety meeting report will include a brief narrative of the topic(s) discussion.

Supervisors will conduct weekly tool-box safety meetings and will document these brief training sessions as to attendance and topic of the discussion. Tool-box safety meetings are usually conducted by department or section, not an all company group meeting.

Medical



MEDICAL

1. ON-SITE FIRST AID:

- a. The Company will provide and maintain first aid kits, commensurate with the number of employees on the job site.
- b. Medical and non-medical emergency telephone numbers will be posted on the site within view of telephones.
- c. No employee, as a condition of work, is required to provide CPR or First Aid Services to an injured person. Such action will be considered Good Samaritan Acts only.

2. EMERGENCY ACTION:

- a. The Company will be responsible for transportation of all non life-threatening injuries that require medical attention.
- b. For all life-threatening injuries or illnesses, the Company will immediately call for medical assistance by dialing 911.
- c. The Company uses the following facility for medical attention other than emergency

- 3. The Company will maintain weekly first aid logs.

Accountability



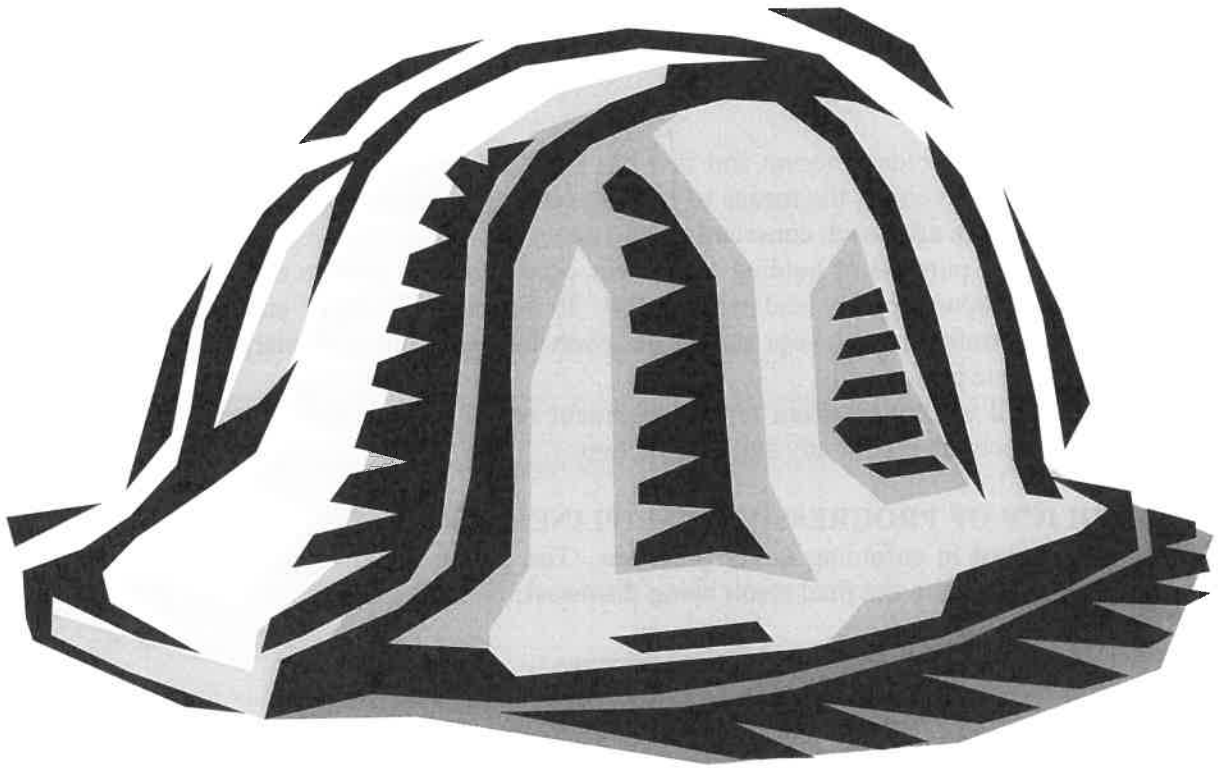
ACCOUNTABILITY

In order for a Safety Program to be effective, there must be a means developed for holding employees accountable for their unsafe work habits or conditions.

1. **RESPONSIBILITY FOR DISCIPLINARY ACTION:** Disciplinary action will be the direct responsibility of the Safety Officer. All employees including managers, foremen, and supervisors will be held equally accountable for compliance with safety policies and regulations.
 - a. If an accident occurs and if it has been determined that the accident could have been avoided, the means of holding employees accountable should be made more severe after each consecutive offense.
 - b. The purpose of holding employees accountable is to help employees conform to company policy and work safely. It is not designed to end employment and, therefore, employees should be given the opportunity to start over with a clean slate periodically.
 - c. All employees from top management to the newest hire are to be held equally accountable for any safety infraction.
2. **POLICY OF PROGRESSIVE DISCIPLINE:** A policy of progressive discipline will be followed in enforcing safety practices. The policy for violating safety rules will be progressive, with the final result being dismissal.
 - a. First Offense - Verbal warning
 - b. Second Offense - Verbal and written warning with a copy of the written warning becoming a part of the employee's file
 - c. Third Offense - One day off work with no pay
 - d. Fourth Offense - Possible employment termination.
 - e. **SERIOUS OFFENSES MAY RESULT IN IMMEDIATE TERMINATION.**

NOTE: Severe violations, such as the use of drugs, etc., that could result in death or serious bodily injury to others will result in immediate dismissal after review.

**General
Safety Rules**



GENERAL SAFETY RULES

1. Follow the safe job procedures established by your supervisor. You are to perform only those jobs you have been assigned and properly instructed to perform.
2. Wear the protective equipment required for your job, as established by your supervisor through job instruction. It is your responsibility to see that protective equipment should be in good repair. Damaged equipment should be reported to your supervisor immediately.
3. Report unsafe acts or unsafe conditions to your supervisor without delay.
4. Report all accidents to your supervisor immediately whether anyone is hurt or not. In cases of injury, get first aid as soon as possible.
5. Keep all mechanical safeguards in position during operation.
6. Put main switch in "off" position whenever making adjustments, when setting up jobs or when machine is to remain idle for any length of time. Don't allow machinery to operate unattended.
7. Use only the machinery, equipment and tools you are qualified *and authorized* to use by the supervisor. A form must be completed by supervisor for any employee to be "*authorized*".
8. **HORSEPLAY**, such as scuffling, fooling, playing practical jokes, or throwing articles at each other will not be tolerated.
9. No employee is permitted to make repairs on any electrical device or equipment unless authorized to do so. **ELECTRICAL EQUIPMENT IS NOT TO BE TAMPERED WITH IN ANY WAY.**
10. **MACHINE MASTER SWITCHES ARE TO BE TAGGED OR LOCKED OPEN WHEN MAJOR REPAIR, OILING AND GREASING OR MAINTENANCE IS BEING PERFORMED.**
11. The covers on **SWITCH BOXES AND FUSE STATIONS ARE TO BE KEPT CLOSED AT ALL TIMES.**
12. All employees are required to **WALK, NOT RUN, WHILE THEY ARE WITHIN** the work areas of the dealership.

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13. No employee will be permitted to remove any guard installed over the point of operation, power transmission, or moving parts without permission from the supervisor and then only after proper safety procedures have been followed. After use in specific instances where the guard was removed, it must be replaced immediately.
14. Compressed air should never be used for cleaning clothes, cooling or practical jokes. **VIOLATION OF THIS RULE CAN RESULT IN SERIOUS INJURY OR DEATH.**
15. No worker will be permitted to use flammable solvents in an open container. **FLAMMABLES MUST BE STORED AND HANDLED IN APPROVED SAFETY CONTAINERS.**
16. First aid will be administered only by the specifically trained and authorized personnel. Under no circumstances shall any employee attempt to remove foreign objects from the eyes or ears of a fellow employee.
17. Riding hand trucks and hitching rides on power trucks is prohibited.
18. The use of any tools, machinery or equipment for the personal use of any employee, whether on company time or not shall not be permitted.
19. Only qualified maintenance persons, authorized by supervision, are permitted to repair machinery and equipment.
20. Safety equipment, such as brushes, safety glasses, shields, safety shoes, etc., shall be used whenever the operation or job requires them unless otherwise stated in this written Safety Program.
21. Employees who violate these safety rules may be subject to disciplinary action.
22. **ALL ACCIDENTS** must be reported to your immediate supervisor. If necessary, in-house **FIRST AID**, or professional medical attention will be available. In **ALL** cases, a written report of injury will be completed.
23. Any unsafe condition noted must be reported to your supervisor, who is responsible for having the condition corrected prior to proceeding with the job.
24. Safety goggles and other personal protective equipment issued for your protection must be used or worn in designated areas or activities as instructed or covered in this Program.
25. As an employee you are required to wear appropriate work clothing and shoes. Shoes with thin or badly worn soles should not be worn. Steel toe, chemically resistant uppers with slip and puncture resistant soles are required. (No tennis shoes)

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26. Safety glasses in all shop areas are required at all times.
27. Do not stand or walk under suspended loads.
28. Use of liquor or drugs is not permitted and those reporting for work under the influence may be subject to appropriate disciplinary action. (See Substance Abuse Program)
29. Good housekeeping should be maintained at all times throughout the work area. All spills should be cleaned up immediately.
30. Air lines, electrical cords, or any other objects that could cause a hazard need to be moved to a safe location when not in use.
31. Only authorized items, materials, pictures, notices, etc. are to be placed on any wall, bulletin board, etc.
32. Work benches, window sills and other like areas are not for storage. Keep free of excess materials and litter.
33. Areas on, around, in front and over electrical controls or panels and fire extinguishers are to be kept clear at all times. This includes fire exits.

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GENERAL SAFETY RULES

EMPLOYEE CERTIFICATION AND ACKNOWLEDGMENT:

I have been given a copy of the **Express Transportation Services** General Safety Rules. I
acknowledge that I have read the General Safety Rules and that I do understand and will abide
by them.

**Identification, Analysis
&
Control of Hazards**



IDENTIFICATION, ANALYSIS AND CONTROL OF HAZARDS

A basic safety checklist contained as a attachment to this program is to be completed by the Safety Officer once each month. All items noted on the checklist will be corrected within 30 working days.

The department supervisor will conduct an informal work area inspection daily, documenting only items which require correction on one of the safety checklists contained in the attachments to this policy. Once the corrections have been accomplished there is no need to maintain the informal inspection sheets.

Training & Communication



TRAINING & COMMUNICATION

1. As a minimum, employees will receive training in the following areas:

This Written Safety Program	All upon hire
Hazard Communication	All upon hire/Annually
General Safety Rules	All upon hire
Nevada Workplace Safety	All upon hire
PPE	Where required
Eye & Face Protection	When required
Fire Protection	When required

2. Refresher training will be conducted when required, any new job assignment or when conditions change.
3. Training will be documented and the documentation retained by the Safety Officer.
4. The specific policy or a lesson plan contained in the attachment to this program may be used as a training guide.
5. **Express Transportation Services** does not utilize the services of temporary or leased employees.

Lockout Tagout



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LOCKOUT/TAGOUT POLICIES AND PROCEDURES

1. SCOPE AND PURPOSE

- 1.1 The scope of this policy covers the servicing and maintenance of machines and equipment in which the unexpected energization or start up of the machines or equipment, or release of stored energy could cause injury to employees.
- 1.2 This policy shall apply to the control of energy servicing and/or maintenance of machines and equipment. Please note that this includes; any time an employee is required to remove or bypass a guard or other safety device, or an employee is required to place any part of his or her body into an area where work is actually being performed upon material being processed or other danger zone exists.
- 1.3 The purpose of this policy is to provide procedures that establish requirements for the control (lockout/tagout) of hazardous energy associated with all machinery and equipment at our facility. These procedures shall be used by all employees to protect themselves from the hazards and subsequent injuries that may occur as the result of the unexpected release of a hazardous energy source during servicing and/or maintenance operations. This policy also establishes procedures for affixing appropriate lockout devices or tagout devices, or both, to energy isolating devices.
- 1.4 This policy goes on to explain means to otherwise disable machinery and/or equipment to prevent unexpected energization, start-up, or release of stored energy in order to prevent injury to employees.
- 1.5 The issuance and compliance with this policy by our employees and management shall bring **Express Transportation Services** in compliance with 29 CFR 1910.147 and 29 CFR 1910.331 thru .335. All parts of this policy must be carried out by management and employees to remain in compliance.

2. DEFINITION OF TERMS

- 2.1 Authorized employee: a person who locks or implements a tagout system procedure on machines or equipment to perform servicing or maintenance on that machine or equipment. Must receive certain training as outlined later in this policy.
- 2.2 Affected employee: an employee whose job requires him/her to operate or use a machine or equipment on which servicing or maintenance is being performed under lockout or tagout, or whose job requires him/her to work in an area in which servicing or maintenance is being performed. Must receive certain training as outlined later in this policy.
- 2.3 Other employees: employees whose work operations are or may be in an area where energy control procedures may be utilized. Must receive certain training as outlined later in this policy.
- 2.4.1 Energy source: any source of electrical, hydraulic, pneumatic, mechanical, gravity, chemical, thermal, radiation or other energy.

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- 2.5 Lockout device: a device that utilizes a positive means such as a lock, either key or combination type, to hold an energy isolating device in the safe position and prevent the energizing of a machine or equipment.
- 2.6 Servicing and/or maintenance: workplace activities such as constructing, installing, setting up, adjusting, inspecting, modifying, and maintaining and/or servicing machines or equipment. These activities include lubrication, cleaning or unjamming of machines or equipment and making adjustments or tool changes, where the employee may be exposed to the unexpected energization or startup of the equipment or release of hazardous energy.
- 2.7 Qualified persons: one familiar with the construction and operation of the equipment and the hazards involved. They must receive certain training as outlined later in this policy.
- 2.8 Unqualified persons: employees who face a risk of electric shock that is not reduced to a safe level by the electrical installation requirements of 29 CFR 1910.303 through 1910.308 who must be trained in and be familiar with electrically related safety practices which are necessary for their safety.
- 2.9 Training: hands on classroom or on-the-job style that affords all persons the ability to fully understand and comprehend the work practices necessary to protect their safety when working on, near, or with energy sources.

3. TRAINING

- 3.1 There are three listed classifications of training identified by 29 CFR 1910.147, they are **authorized, affected, and others.**
- 3.2 Authorized employees shall receive training in the recognition of applicable hazardous energy sources, the type and magnitude of energy available in the workplace, and the methods and means necessary for energy isolation and control.
- 3.3 Affected employees shall be instructed in the purpose and use of the energy control procedure.
- 3.4 The employees shall be instructed about the procedure, and about the prohibition relating to attempts to restart or re-energize machines or equipment which are locked out or tagged out or both.
- 3.5 There are two listed job classifications of training identified by 29 CFR 1910.331 through 1910.335, they are **qualified and unqualified.**
- 3.6 Qualified employees shall, at a minimum, be trained in and familiar with the skills and techniques necessary to distinguish exposed live parts from other parts of electric equipment, the skills and techniques necessary to determine the nominal voltage of exposed live parts, and the clearance distances specified in 29 CFR 1910.333© and the corresponding voltages to which the qualified person will be exposed.
- 3.7 Unqualified employees shall be trained in and familiar with any electrically related safety practices not specifically addressed by 29 CFR 1910.331 through 1910.335 but which are necessary for their safety.

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- 3.8 Appendix A shall list the authorized employees.
Appendix B shall list the affected employees.
Appendix C shall list all other employees.
Appendix D shall list the qualified employees.
Appendix E shall list all unqualified employees.
- 3.9 Whether an employee is considered to be qualified will depend upon various circumstances in the workplace. It is possible and in fact, likely for an individual to be considered "qualified" with regard to certain equipment in the workplace, but "unqualified" as to other equipment. An employee who is undergoing on-the-job training and who, in the course of such training, has demonstrated an ability to perform duties safely at his or her level of training and who is under the direct supervision of a qualified person is considered to be a qualified person for the performance of those duties. All training will be hands-on, by a qualified trainer. Copies of training materials, lesson plans, competency exams, lists of attendees, qualifications of trainers will be found in appendix G of this document.
- 3.10 Initial training shall be certified by management or it's representative for all levels. Initial training shall be accomplished before the employees initial exposure to hazardous energy in the workplace.
- 3.11 Retraining will be done on an annual basis or when there is a change in job assignments, a change of machinery, equipment or processes that presents a new hazard, when there is a change in the energy control procedures. Retraining shall also be conducted whenever a periodic inspection reveals, or management has reason to believe, that there are deviations from or inadequacies in the employee's knowledge or use of the energy control procedures.

4. PROTECTIVE MATERIALS AND HARDWARE

- 4.1 As the employer, we will provide all protective materials and hardware to effectively isolate, secure, and/or block all machinery and equipment from energy sources.
 - 4.1.1 The lockout and tagout devices shall be singularly identified; shall be the only devices used for controlling energy; shall not be used for any other purpose;
 - 4.1.2 Shall be durable to withstand the environment they are exposed to for the duration of exposure;
 - 4.1.3 Standardized within the facility in at least one of the following criteria*color, shape, or size- and in the case of tags*print and format.
 - 4.1.4 Lockout devices shall be substantial enough to prevent removal without the use of excessive force or unusual techniques; tagout devices, including their means of attachment, shall be substantial enough to prevent inadvertent or accidental removal; tagout device attachment shall be of a non-reusable type, attachable by hand, self locking, and non-releasable with a minimum locking strength of no less than 50 pounds and having the general design and basic characteristics of being at least equivalent to a one-piece, all environment-tolerant nylon cable tie.

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- 4.1.5 The devices shall be identifiable and shall indicate the identity of the employee applying the device(s). Tagout devices shall also warn against hazardous conditions if the machine or equipment is energized.
- 4.2 The **Express Transportation Services** policy will be to use both lock and tag in all applications as per 29 CFR 1910.333 (b)(2)(iii)(all) for not only the electrical, as noted, but for all hazardous energy isolation. Locks, multiple lock hasps, tags, gate valve lockout devices, ball valve lockout devices, and all other devices for this program shall be issued by management to authorized and qualified employees. These employees shall have the training and competency to use these devices to protect themselves, affected, unqualified, and all other employees.
- 4.3 To prevent confusion as to the locks being used for the lockout system in our facility we have chosen Yellow as the only color to be used. No other locks shall be used in our facility for any purpose. These locks are substantial and durable using 5 pin tumblers, hardened steel shanks, and hardened steel casings. The employee's name shall be inscribed on each lock (or on a tag attached to each lock) for the personal lockouts, and the spare locks shall be inscribed with a company identification number. Locks shall be issued with only one key and any additional keys shall be destroyed or kept under lock and key by the plant manager to prevent unauthorized removal.
- 4.4 If an energy isolating device is not capable of being locked out a tagout system shall be used. When this occurs during replacement, repair, renovation or modification of machines or equipment and whenever new machines or equipment is installed, energy isolating devices for such machinery or equipment shall be designed to accept a lockout device.
- 4.5 When a tagout device is used by itself, it shall be attached at the same location that a lockout device would have been attached and additional means to provide a level of safety equivalent to that of a lockout will be implemented. Additional means to be considered as part of the demonstration of full employee protection shall include the implementation of additional safety measures to reduce the likelihood of inadvertent energization.
- 4.6 When two or more employees are working on the same machinery or equipment, each is responsible for affixing his or her lock to provide full employee protection.

5. PERIODIC INSPECTIONS

- 5.1 Periodic inspections shall be conducted at least annually to ensure that the procedure and the requirements of this policy are being followed. These periodic inspections shall be both random audits and planned visual observations. The inspection shall be performed by a person authorized by management other than the one implementing the energy control procedure that is being inspected. Three areas will be reviewed during this

Express Transportation Services

inspection;

- 5.1.1 Are the proper steps in the energy control procedure being followed
- 5.1.2 Is the procedure adequate to provide the necessary protection from all types of hazardous energy and what, if any, changes are needed.
- 5.1.3 Does the employee involved know and understand his/her responsibilities under this procedure.
- 5.2 All employees involved in a periodic inspection will be identified and the name of the inspector will appear on the certification document used to certify the inspection. Also included on this certification document shall be the time, date, equipment the procedure was performed on, any deviations or inadequacies in the performance of the procedure, retraining necessary, and/or disciplinary action necessary, if any.
- 5.3 If problems with the procedure are encountered the process will be re-evaluated and more appropriate procedures will be implemented. These inspections shall be done on a one-on-one basis and also in group meetings.
- 5.4 If deviations are identified or if employees do not clearly understand the procedure, retraining will be conducted to the extent that the procedures are properly followed. Certification of this retraining is required.
- 5.5 Each supervisor shall effectively enforce compliance with this policy and procedure including the use of corrective disciplinary actions when necessary. Failure of the worker to follow the lockout/tagout procedures will be dealt with as inadequacy in supervision and could result in corresponding disciplinary action against the involved supervisor. If it is determined that the supervisor did not effectively administer the lockout/tagout procedures.

6. PROGRESSIVE DISCIPLINARY POLICIES

- 6.1 **FIRST OFFENSE - Formal verbal warning.** The formal verbal warning will be documented and include;
 - 6.1.1 What behavior was unacceptable
 - 6.1.2 Documentation of retraining
 - 6.1.3 Employee and supervisor signature
 - 6.1.4 Next offense will subject the employee to additional discipline up to and including termination. This document can be purged from the employee file if no future violation occurs within 24 months.
- 6.2 **SECOND OFFENSE - Formal Written Warning.** The formal written warning shall be documented and include;
 - 6.2.1 What behavior was unacceptable
 - 6.2.2 A summary of earlier warnings for unacceptable behavior
 - 6.2.3 Date set for follow-up formal review(s)
 - 6.2.4 Signed by the employee, supervisor, and personnel director

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- 6.2.5 The next offense will subject the employee to additional discipline up to and including termination and becomes part of the employees personal file.
- 6.3. **THIRD OFFENSE - Three Day Suspension Without Pay.**
 - 6.3.1 What behavior was unacceptable
 - 6.3.2 A summary of earlier warnings for unacceptable behavior
 - 6.3.3 A review with the employee, the employees immediate supervisor, personnel director, & plant manager.
 - 6.3.4 Schedule a three day suspension without pay
 - 6.3.5 Date set for follow-up formal review
 - 6.3.6 Signed by all parties involved
 - 6.3.7 The next offense will subject the employee to additional discipline up to and including termination and becomes part of the employees personal file.
- 6.4. **FOURTH OFFENSE - Formal Review.**
 - 6.4.1 What behavior was unacceptable
 - 6.4.2 A summary of earlier warnings and discipline for unacceptable behavior
 - 6.4.3 A review with the employee, the employees immediate supervisor, personnel director, & plant manager to determine appropriate punishment up to and including termination. Employee will be notified of outcome within three days of beginning of suspension.
 - 6.4.4. Automatic suspension.
 - 6.4.5 Signed by all parties involved
- Immediate Termination Can Be Invoked for Any Infraction That Endangers the Safety of Life or Limb of the Employee or Any Co-workers.**
- 7. **OUTSIDE PERSONNEL (Contractors, Etc.)**
 - 7.1 When outside service workers or contractors are used for in plant work, the following shall be observed and documented:
 - 7.1.1 An assessment will be made of the work to be performed by the service worker or contractor, including;
 - 7.1.1.1 What work will be done
 - 7.1.1.2 Does the work require lockout/tagout ?
 - 7.1.1.3 Will there be any possible exposure of hazardous energy to our employees during the time outside service personal are performing their work.
 - 7.1.2 If the answer to b and c is "no" then nothing more is required.
 - 7.1.3 If the answer to either b or c is "yes" then the following must be done:
 - 7.1.3.1 A review of both on-site lockout/tagout procedures and the outside contractor's lockout/tagout procedures shall be made.
 - 7.1.3.2 This review shall be communicated to the on-site employees. Compliance with the outside contractor procedure shall be enforced when the outside contractor has an appropriate procedure.
 - 7.1.3.3 This policy and procedure shall be conveyed to the outside contractor to ensure his/her employees of the lockout/tagout protection.

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- 7.2 The above procedures shall be documented by completing the "contractor orientation meeting form" (appendix h) and forwarding it to the plant manager for filing.
- 7.3 No work will be commenced in the plant by outside personnel or contractors before the plant manager has certified that they are aware of these procedures.

8. ENERGY ISOLATION CONTROL MEASURES

- 8.1 ***Employees authorized or qualified:*** Only authorized employees shall perform lockout and/or tagout measures. Only qualified employees shall perform lockout/tagout for exposed electrical equipment.
- 8.2 ***Notification of employees:*** Affected employees shall be notified by management or authorized employee of the application and removal of lockout devices. This shall be done before the controls are applied, and before they are removed from the machine and equipment.
- 8.3 ***Preparation for shutdown:*** Before the authorized or qualified employee turns off or locks out the machinery or equipment he/she will have knowledge of the type and magnitude of all energy sources to the machinery, and the hazards of the energy to be controlled, and the means to control the energy. This will be found in the isolation control procedure for the particular machine or equipment
- 8.4 ***Orderly shutdown:*** The machine or equipment shall be turned off or shut down using the procedures required by the specific energy isolation control procedure found in appendix j of this policy. An orderly shutdown must be utilized to avoid any additional or increased hazards to employees as a result of equipment de-energization. Orderly shutdown at this facility includes having the put the equipment in local control rather than computer control so that the start/stop station controls are activated for the authorized person to use in the "try out" portion of the procedures.
- 8.5 ***Machine or equipment isolation:*** All energy isolating devices that are needed to control the energy to the machine or equipment shall be physically located and operated in such a manner as to isolate the machine or equipment from the energy source(s).
- 8.6 ***Lockout or tagout device application:*** Lockout or tagout devices shall be affixed to each energy source isolating device by authorized or qualified employees. Lockout devices shall be affixed in a manner to that will hold the energy isolating devices in a "safe" or "off" position.
 - 8.6.1 Where tagout devices are used they shall be affixed in such a manner as will clearly indicate that the operation or movement of energy isolating devices from the "safe" or "off" position is prohibited. They will be affixed in such position as to be immediately obvious to anyone attempting to operate the device.
- 8.7 ***Stored energy:*** Following the application of lockout or tagout devices to energy isolating devices, all potentially hazardous stored or residual energy shall be relieved, disconnected, restrained, and otherwise rendered safe. Stored electric energy which might endanger personnel shall be released, by a qualified employee. Capacitors shall be discharged and high capacitance elements shall be short-circuited and grounded, if the

Express Transportation Services

stored electric energy might endanger personnel. If there is a possibility of reaccumulation of stored energy to a hazardous level, verification of isolation shall be continued until the servicing or maintenance is completed, or until the possibility of such accumulation no longer exists.

- 8.8 Verification of isolation: Prior to starting work on machines or equipment that have been locked or tagged out or both, the authorized employee shall verify that isolation and de-energization of the machine or equipment have been accomplished.
- 8.8.1 After the lockout of the equipment has been accomplished it is necessary that the authorized person attempt to restart the equipment using the start switch located at the equipment. It is necessary that the authorized person first check with the operator to verify that the controls have been made local or this check will not be valid. After using the start switch, and the equipment did not operate, energize the stop switch to prevent inadvertent start-up when re-energized.
- 8.8.2 A qualified employee shall verify that electrical energy has been isolated and de-energized. Qualified personnel will use test equipment to test the circuit elements and electrical parts of equipment to which employees will be exposed and will verify that the circuit elements and equipment parts are de-energized. The tests will also determine if any energized condition exists as a result of inadvertently induced voltage or unrelated voltage backfeed even though specific parts of the circuit have been de-energized and presumed to be safe. If the circuit to be tested is over 600 volts, nominal, the test equipment will be checked for proper operation immediately after the test.
- 8.9 ***Release from lockout and/or tagout:*** Before lockout and/or tagout devices are removed and the energy restored to the machine or equipment, the following steps must be taken by the authorized and/or qualified person(s):
 - 8.9.1 The work area shall be inspected to ensure that non-essential items have been removed and to ensure that machine or equipment components are operationally intact.
 - 8.9.2 The work area will be checked to ensure that all employees have been safely positioned or removed. Before lockout and/or tagout devices are removed and before machines or equipment are energized, affected employees shall be notified that the lockout and/or tagout devices are being or have been removed.
 - 8.9.3 Each lockout or tagout device will be removed from each energy isolating device by the employee who applied the device.
- 9. **SPECIAL PROCEDURES FOR WORKING ON OR AROUND ELECTRICAL CIRCUITS AND EQUIPMENT**
 - 9.1 ***De-energizing equipment:*** An assessment will be conducted to determine the specific procedures for de-energizing circuits and equipment before they are de-energized.
 - 9.1.1 The circuits and equipment to be worked on will be disconnected from all selector switches, and interlocks will not be used as the sole means for De-energizing circuits or equipment. Interlocks for electric equipment will not be used as a substitute for lockout and tagging procedures.
 - 9.1.2 Stored electrical energy which might endanger personnel will be released. Capacitors will be discharged and high capacitance elements will be short circuited and grounded, if the

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stored energy might endanger personnel.

- 9.1.3 Stored non-electric devices that could re-energize electric circuit parts will be blocked or relieved to the extent that the circuit parts could not be accidentally energized by the device.
- 9.2 **Application of locks and tags:** A "lock and tag" will be placed on each disconnecting means used to de-energize circuits and equipment on which work is performed. The lock will be attached so as to prevent persons from operating the disconnecting means unless they resort to undo force or use of tools.
 - 9.2.1 Each tag will contain a statement prohibiting unauthorized operation of the disconnecting means and removal of the tag.
- 9.3 **Verification:** Only qualified persons will operate the equipment operating controls and verify de-energization and cannot be restarted.
 - 9.3.1 Only qualified persons will conduct tests and visual inspections, as necessary, that all tools, electrical jumpers, shorts, grounds, and other such devices have been removed, so that the circuits and equipment can be safely energized.

- 9.4 **Release from lockout and tagout:** Employees exposed to the hazards associated with re-energizing the circuit or equipment will be warned to stay clear of circuits and equipment.

10. GROUP LOCKOUT

- 10.1 When servicing or maintenance is to be performed by a crew, they will each be provided with a lock and tag. An authorized employee will assume responsibility of the entire crew so as to ascertain the exposure status of each group member and ensure continuity of protection.
- 10.2 Each employee will affix a personal lockout or tagout device to a group lockout device lockbox or comparable mechanism when he or she begins work, and shall remove those devices when he or she stops working on the machine or equipment being serviced or maintained.

11. SHIFT OR PERSONNEL CHANGES

- 11.1 If there is a shift or personnel change while machines or equipment is locked out specific procedures have been developed and are to be followed to minimize exposure to hazards from the unexpected energization, start-up of the machine or equipment, or release of stored energy.
- 11.2 The person from the off going shift shall inform the on coming shift of the procedures used to lockout, verify, the purpose of the lockout condition, and any and all potential stored energy. At that time the on coming employee will attach their lock to the energy isolating device and then the off going employee will remove their lock from the energy isolating device.
- 11.3 Should there not be a replacement employee for an off going employee the off going employee shall inform management of the lockout condition and have management put their lock on the machine or equipment following the procedures above.

**CONTRACTOR ORIENTATION FORM
EQUIPMENT LOCKOUT/TAGOUT POLICY**

1. Contracted work assessment
 - a. Work to be performed:
 - b. Does the work require lockout/tagout? (Yes) (No)
 - c. Will there be any exposure of hazardous energy to employees without a lockout/tagout policy? (Yes) (no)
2. If the answer to b and c is "no" then nothing more is required.
3. If the answer to either b or c is "yes" then the following must be completed:
 - a. A review of both on-site Lockout/Tagout procedures and the outside contractor's Lockout/Tagout procedures shall be made.
 - b. This review shall be communicated to the on-site employees. Compliance with the outside contractor procedure shall be enforced if it meets with company approval.
 - c. This compliance shall be conveyed to the outside contractor to ensure his/her employees of the lockout/tagout protection.

Contractor Approval

I have reviewed _____ equipment lockout policy
and equipment isolation procedures which pertain to the work to be performed.
I will communicate this information to the employees of the contract service.

(APPROVED BY)

(DATE)

APPROVAL

I have reviewed the contractor's equipment isolation procedures which pertain to the work to be performed. I will communicate this information to the affected site employees'.

(APPROVED BY)

(DATE)

Express Transportation Services

SAMPLE

Lockout/Tagout Procedures

Equipment Name or # _____

Location _____

Available Types of Hazardous Energy (With Magnitude):

- ☐ Electrical (Volts) ☐ Pneumatic (Psi) ☐ Hydraulic(Psi)
☐ Thermal (° Degrees) ☐ Chemical () ☐ Mechanical ()
☐ Gravity ☐ Radiation

List procedures to effectively lockout all hazardous energy to this equipment or Machinery. List these steps in the order which they are to be accomplished.

1. Notify "Affected" and "Other" Employees of Impending Shutdown.

<u>Control Devices</u>	<u>Location of Device</u>	<u>Lockout Devices Needed</u>
-------------------------------	----------------------------------	--------------------------------------

WRITTEN BY: _____ DATE: _____

SUPERVISOR WHO CHECKED VALIDITY: _____

Express Transportation Services

SAMPLE

Lockout/tagout Procedures

Equipment Name or # Feed water valves & Pump to DA tank

Location Boiler House

Available Types of Hazardous Energy (With Magnitude):

☒ Electrical (120 Volts) ☐ Pneumatic (Psi) ☒ Hydraulic (65 Psi)
☐ Thermal (° Degrees) ☐ Chemical () ☐ Mechanical ()
☐ Gravity ☐ Radiation

List procedures to effectively lockout all hazardous energy to this equipment or Machinery. List these steps in the order which they are to be accomplished.

1. Notify "Affected" and "Other" Employees of Impending Shutdown.

<u>Control Devices</u> <u>Needed</u>	<u>Location of Device</u>	<u>Lockout Devices</u>
1. <u>Circuit Breaker</u>	<u>South of Boiler, MCC #2-2-1</u>	<u>Circuit Breaker Device,</u> <u>Lock & Tag</u>
2. <u>Circuit Breaker</u>	<u>South of Boiler, MCC #1-1-4</u>	<u>Circuit Breaker Device,</u> <u>Lock & Tag</u>
3. <u>Water Valve</u>	<u>In Front of Economizer</u>	<u>Chain, Lock & Tag</u>

WRITTEN BY: _____ DATE: _____

SUPERVISOR WHO CHECKED VALIDITY: _____

Express Transportation Services

SAMPLE

Lockout/tagout Procedures

Equipment Name or # Water Heater
Location Warehouse

Available Types of Hazardous Energy (With Magnitude):

☒ Electrical (120 Volts) ☐ Pneumatic (Psi) ☒ Hydraulic(65 Psi)
☒ Thermal (170 ° Degrees) ☒ Chemical (Natural Gas) ☐ Mechanical ()
☐ Gravity ☐ Radiation

List procedures to effectively lockout all hazardous energy to this equipment or Machinery. List these steps in the order which they are to be accomplished.

1. Notify "Affected" and "Other" Employees of Impending Shutdown.

<u>Control Devices</u>	<u>Location of Device</u>	<u>Lockout Devices</u>
1. <u>Circuit Breaker</u>	<u>MCC Box 4, Breaker #22</u>	<u>Circuit Breaker Device,</u> <u>Lock & Tag</u>
2. <u>Hot Water Valve</u>	<u>Above and North of Heater</u>	<u>Chain, Lock & Tag</u>
3. <u>Natural Gas Valve</u>	<u>Along Floor West of Unit</u>	<u>Valve Cover, Lock & Tag</u>
4. <u>Cold Water Valve</u>	<u>Above and East of Unit</u>	<u>Valve Cover, Lock & Tag</u>

WRITTEN BY: I. M. SAFE DATE: 1st time ever

SUPERVISOR WHO CHECKED VALIDITY: I. M. Boss

SAMPLE

SPECIAL SAFETY PRECAUTIONS
FOR HYDRAULIC EQUIPMENT

HYDRAULIC EQUIPMENT AND MACHINERY IS DANGEROUS AND NOT USUALLY FULLY UNDERSTOOD BY MAINTENANCE EMPLOYEES. HYDRAULIC EQUIPMENT MUST BE RESPECTED AND UNDERSTOOD TO PREVENT INJURIES. THE FOLLOWING STEPS WILL ASSIST IN THE PREVENTION OF INJURIES DURING THE MAINTENANCE OF HYDRAULIC EQUIPMENT.

1. Never use your hand to detect leaks in the system. Your skin is not sufficient material to block the flow of liquid under pressure.
2. When working under a lifting device (forks, bucket, crane, etc.) it is important to support the device with blocks, chains, pins and the like to prevent the device from falling if the hydraulic system fails.
3. Ensure when using supports under hydraulic held devices that the supports are rated for the load they will be holding, are in good repair, and have been tested (pneumatic or hydraulic supports).
4. Hydraulic systems contain stored energy even after shutdown. Always bleed off all hydraulic energy after shutdown to dissipate any stored energy. Often this can be done by simply operating all control levers to equalize the pressure.
5. Always use cardboard or metal when checking for leaks, not your hands. A pin hole in a line is not easy to see but can penetrate flesh like a hot knife through melted butter.

Hydraulic oil was not meant to be part of your blood stream. Often this leads to severe infections and, sometimes, amputation.

SAMPLE

Lockout/tagout of Other Pickups and Passenger Cars with Automatic Transmissions

Purpose: The Lockout/Tagout procedures as outlined are to be used when repairing, maintaining, cleaning, or any other task in which unexpected energy release is possible.

Authorization: Only employees identified as authorized or qualified and trained in the lockout tagout procedures for the above named equipment will work on the equipment.

Shut down Procedure: Please follow this order

1. Park on dry, level, clean surface.
2. Notify all affected and other employees of impending shutdown.
3. Put transmission in park and set parking brake.
4. Remove the keys.
5. Disconnect battery cables (if working on electrical system).
6. Chock at least two (2) wheels.
7. If it is necessary to jack up the vehicle, use the proper style jack and jack only at the manufacturers approved lifting locations.
8. When vehicle is in position place jack stands under vehicle and lower jack so that vehicle is sitting on stands, no pressure on jack.

Remember: Jacks and Jack Stands Are Always to Be Used, But Never to Be Trusted.

Energy restoration procedure: When all work is completed

1. Reinstall all guards, covers, etc., and make all necessary final adjustments.
2. Inform all affected employees of energy restoration.
3. Ensure all employees, tools, etc., are clear of area.
4. Verify that all controls are in neutral so that machinery does not start as a result of energization.
5. Employee who applied lockout devices must remove lockout devices.
6. Test machine or equipment to ensure it operates as expected.
7. If further repair, maintenance, adjustment, etc., is required repeat steps for shutdown as required.

SAMPLE

Lockout/Tagout FOR J.L.G. MANLIFT MODEL H33

Purpose: The Lockout/Tagout procedures as outlined are to be used when repairing, maintaining, cleaning, or any other task in which unexpected energy release is possible.

Authorization: Only employees identified as authorized or qualified and trained in the lockout tagout procedures for the above named equipment will work on the equipment.

Shut down procedure: Please follow this order

1. Notify all affected employees of impending shutdown.
2. Only trained, qualified employees are allowed to maintain and/or repair this equipment.
3. Park equipment on a clean, dry, level surface.
4. Chock all wheels.
5. Lower boom to floor. **note - no maintenance shall be performed when bucket is elevated off of floor.**
6. Remove the keys (if so equipped)
7. Disconnect the battery cables from terminals (if working on electrical system).
8. Apply lockout tags at the basket and at the control door.

Energy restoration procedure: When all work is completed

1. Reinstall all guards, covers, etc., and make all necessary final adjustments.
2. Inform all affected employees of energy restoration.
3. Ensure all employees, tools, etc., are clear of area.
4. Verify that all controls are in neutral so that machinery does not start as a result of energization.
5. Employee who applied lockout devices must remove lockout devices.
6. Test machine or equipment to ensure it operates as expected.
7. Before test running the equipment; clear all debris, clear all personnel from area, and insure there is ample area for raising and swinging and raising the boom.
8. Always wear belt and tie off before running equipment.
9. If further repair, maintenance, adjustment, etc., is required repeat steps for shutdown as required.

SAMPLE

Lockout/Tagout of All Terrain Forklift, Model Rtc 60

Purpose: The lockout/tagout procedures as outlined are to be used when repairing, maintaining, cleaning, or any other task in which unexpected energy release is possible.

Authorization: Only employees identified as authorized or qualified and trained in the lockout tagout procedures for the above named equipment will work on the equipment.

Shut down procedure: Please follow this order:

1. Notify all affected employees of impending shutdown.
2. Only trained, qualified employees are allowed to maintain and/or repair this equipment.
3. Park equipment on a clean, dry, level surface.
4. Set park brake and chock all wheels.
5. Lower boom to floor. If it is necessary to work on the equipment with the boom up then follow these following rules: raise boom high enough to allow the boom lockout bar to be engaged, boom lockout bar is painted bright red and located at the pivot end of the lifting cylinder ram; remove the cotter pin farthest from the cab, pull the cotter pin and allow the bar to pivot gently down until it is on top of the lift cylinder; lower boom until all weight is on the bar and not on the hydraulic cylinder.
6. Remove keys, disconnect battery cables
7. Place tag on steering wheel.
8. Do not climb boom without being tied off.

Energy restoration procedure: When all work is completed

1. Reinstall all guards, covers, etc., and make all necessary final adjustments.
2. Inform all affected employees of energy restoration.
3. Ensure all employees, tools, etc., are clear of area.
4. Verify that all controls are in neutral so that machinery does not start as a result of energization.
5. Employee who applied lockout devices must remove lockout devices.
6. Test machine or equipment to ensure it operates as expected.
7. Before test running the equipment; clear all debris, clear all personnel from area, and insure there is ample area for raising and swinging and raising the boom.
8. If further repair, maintenance, adjustment, etc., is required repeat steps for shutdown as required.

SAMPLE

Lockout/Tagout of Rubber Tired Loader with Articulating Steering, Caterpillar Model #950-b

Purpose: The lockout/tagout procedures as outlined are to be used when repairing, maintaining, cleaning, or any other task in which unexpected energy release is possible.

Authorization: Only employees identified as authorized or qualified and trained in the lockout tagout procedures for the above named equipment will work on the equipment.

Shut down procedure: Please follow this order

1. Notify all affected employees of impending shutdown.
2. Only trained, qualified employees are allowed to maintain and/or repair this equipment.
3. Park equipment on a clean, dry, level surface.
4. Set park brake and chock all wheels.
5. Using a second person, locate the steering lockout bar at the center of the pivot on the machine, this rod is painted bright red.
6. Have the second person remove the cotter pin and main pin from the steering lockout bar and swing the bar over to line up with the anchor hole provided, it will be necessary to turn the wheel slightly as to line up the anchor hole and the bar, insure bar is securely pinned.
7. Lower boom to ground. If it is necessary to work on the equipment with the boom up then the boom must be supported by jack stands rated for the amount of weight to be imposed. Lower boom so that all weight is on the jack stands and not on the hydraulic system for the boom.
8. Remove keys and tag out steering wheel.
9. Disconnect battery cables if working on electrical system).

Energy restoration procedure: When all work is completed

1. Reinstall all guards, covers, etc., and make all necessary final adjustments.
2. Inform all affected employees of energy restoration.
3. Ensure all employees, tools, etc., are clear of area.
4. Verify that all controls are in neutral so that machinery does not start as a result of energization.
5. Employee who applied lockout devices must remove lockout devices.
6. Test machine or equipment to ensure it operates as expected.

7. Do not forget to remove steering lockout bar as that you can create damage to the equipment if trying to operate with bar locked.
8. Before test running the equipment; clear all debris, clear all personnel from area, and insure there is ample area for raising and swinging the boom.
9. If further repair, maintenance, adjustment, etc., is required repeat steps for shutdown as required.

SAMPLE

Lockout/Tagout of Case Skid Steer Bucket Loader, Model 1840

Purpose: The lockout/tagout procedures as outlined are to be used when repairing, maintaining, cleaning, or any other task in which unexpected energy release is possible.

Authorization: Only employees identified as authorized or qualified and trained in the lockout tagout procedures for the above named equipment will work on the equipment.

Shut down procedure: Please follow this order

1. Notify all affected employees of impending shutdown.
2. Only trained, qualified employees are allowed to maintain and/or repair this equipment.
3. Park equipment on a clean, dry, level surface.
4. Set park brake and chock all wheels.
5. Lower boom to ground. If it is necessary to work on the equipment with the boom up then the boom must be supported by jack stands rated for the amount of weight to be imposed. Lower boom so that all weight is on the jack stands and not on the hydraulic system for the boom.
6. Remove keys and tag out control sticks.
7. Ensure that control sticks are locked into their upright positions.
8. Disconnect battery cables (if working on electrical system).

Energy restoration procedure: When all work is completed

1. Reinstall all guards, covers, etc., and make all necessary final adjustments.
2. Inform all affected employees of energy restoration.
3. Ensure all employees, tools, etc., are clear of area.
4. Verify that all controls are in neutral so that machinery does not start as a result of energization.
5. Employee who applied lockout devices must remove lockout devices.
6. Test machine or equipment to ensure it operates as expected.
7. Before test running the equipment; clear all debris, clear all personnel from area, and insure there is ample area for raising and swinging the boom.
8. If further repair, maintenance, adjustment, etc., is required repeat steps for shutdown as required.

SAMPLE

Water Heater

Location: Warehouse Closet

Purpose: The Lockout/Tagout procedures as outlined are to be used when repairing, maintaining, cleaning, or any other task in which unexpected energy release is possible.

Authorization: Only employees identified as authorized or qualified and trained in the lockout tagout procedures for the above named equipment will work on the equipment.

Energy Sources:

1. Electrical (110 volts)
2. Chemical (Natural Gas)
3. Thermal (Hot Water)
4. Hydraulic (Water Pressure)

Shut down procedure: Please follow this order

1. Notify all affected employees of impending shutdown.
2. Only trained, qualified employees are allowed to maintain and/or repair this equipment.
3. Turn off circuit breaker # In circuit breaker panel #
4. Using a circuit breaker lockout device, Lock and tag - lockout the this breaker.
5. Turn off the natural gas line to the unit using the gas valve on the pipe located along the floor approximately 2 feet west of the unit. Install a valve cover lockout device then lock and tag the device.
6. Turn off the Hot water valve located above and approximately 2 feet east of the unit. Install a valve cover lockout device then lock and tag the device.
7. Turn off the cold water valve located above and approximately 2 feet south of the unit. Install a valve cover lockout device then lock and tag the device.
8. The unit is now ready to be repaired or maintained.

Energy restoration procedure: When all work is completed

1. Reinstall all guards, covers, etc., and make all necessary final adjustments.
2. Inform all affected employees of energy restoration.
3. Ensure all employees, tools, etc., are clear of area.

4. Verify that all controls are in neutral so that machinery does not start as a result of energization.
5. Employee who applied lockout devices must remove lockout devices.
6. Test machine or equipment to ensure it operates as expected.
7. Before test running the equipment; clear all debris, clear all personnel from area, and insure there is ample area for raising and swinging the boom.
8. If further repair, maintenance, adjustment, etc., is required repeat steps for shutdown as required.

SAMPLE

**Lockout/Tagout Procedures for
Plug-in Type Machines and Equipment**

SEE NEXT PAGE FOR LISTING OF PLUG TYPE EQUIPMENT AFFECTED

Purpose: The lockout/tagout procedures as outlined are to be used when repairing, maintaining, cleaning, or any other task in which unexpected energy release is possible.

Authorization: Only employees identified as authorized or qualified and trained in the lockout/tagout procedures for the above named equipment will work on the equipment.

Energy sources: Hazard analysis of this type of equipment shows

1. Electrical (110 volt and 220 volt)

Energy isolation procedure: To begin work

1. Inform all affected employees of shutdown and lockout.
2. Unplug equipment from outlet.
3. If exclusive control cannot be maintained place lockout device over plug, lock, and tag.
4. If equipment has capacitors, discharge.
5. Activate start button to ensure equipment will not start.
6. Using stop mechanism switch equipment to the off position.
7. Verify de-energization with voltmeter if unguarded electrical will be exposed.

Energy restoration procedure: When all work is completed

1. Reinstall all guards, covers, etc., and make all necessary final adjustments.
2. Inform all affected employees of energy restoration.
3. Ensure all employees, tools, etc., are clear of area.
4. Remove lockout devices.
5. Test equipment to ensure that it operates as expected.
6. If further repair, maintenance, adjustment, etc., is required repeat steps for shutdown as required.

SAMPLE

Plug in Type of Equipment

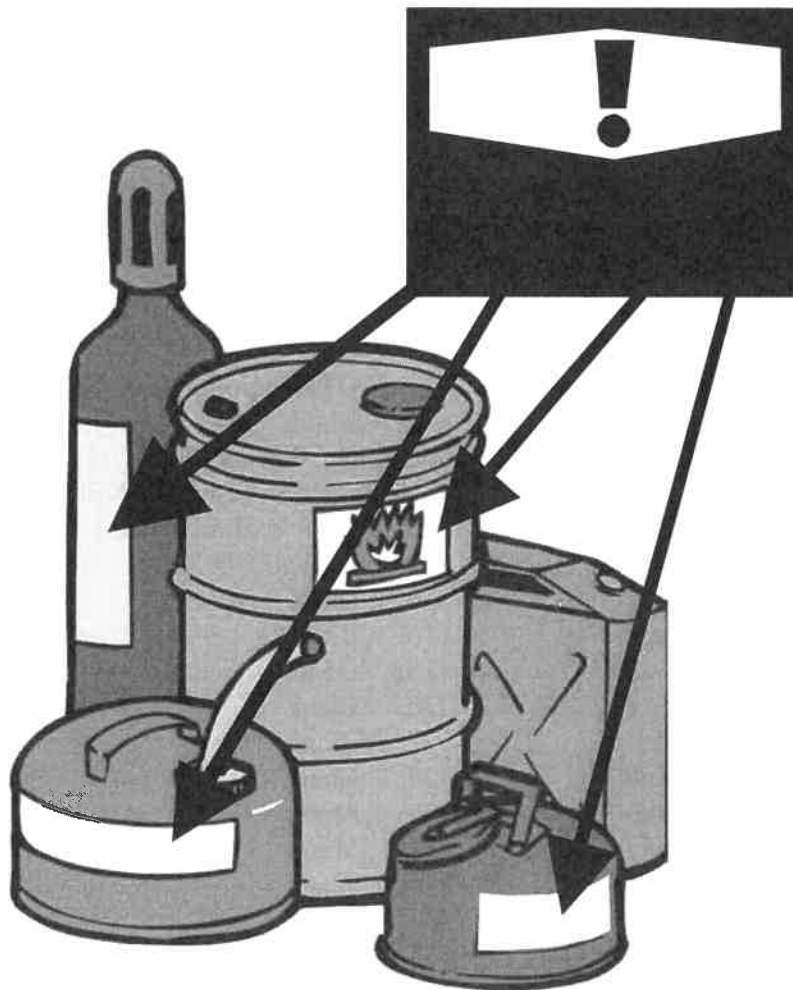
Typewriter
Computer
Printer
Paper Shredder
Copy Machine
Calculator
Space Heater
Water Cooler
Microwave
Refrigerator
Time Clock
Barrel Picker
Red Devil Mixer
Sterling Mixer
Chain Hoists
Safety Kleen Machine

SAMPLE

Breaker Boxes in Production Area

- | | | | |
|------|--|------|------------------------|
| #1. | Blank-disconnected | | |
| #2. | Roller Mill #2 | | |
| #3. | Roller Mill #1 | | |
| #4. | Office Furnace | | |
| #5. | Furnace on South Wall, Production Area | | |
| #6. | Furnace on East Wall, Production Area | | |
| #7. | Lights and Outlets, Main | | |
| #8. | Spare | | |
| #9. | Transformer | | |
| #10. | Breaker Box | | |
| | | | |
| #1. | Hot Water Heater | #2. | Office (Computer Room) |
| #3. | Hot Water Heater | #4. | Blank |
| #5. | Lights, Outlets (Prod.) | #6. | Break Room |
| #7. | Lights, Outlets (Prod.) | #8. | Outlets, S.W.CORNER |
| #9. | Lights, Outlets (Prod.) | #10. | Outlets, Hoist (Prod.) |
| #11. | Water Pump | #12. | E. Wall Hot Plate, |
| #13. | Water Pump | #14. | Mens Restroom |
| #15. | Lights, Storage Room | #16. | Blank |
| #17. | Blank | #18. | Office Lights |
| #19. | Blank | #20. | Blank |
| #21. | Blank | #22. | Blank |
| #23. | Furnace, Storage Room | #24. | Mixer |
| #25. | Furnace, Storage Room | #26. | Mixer |
| #27. | Furnace, Storage Room | #28. | Mixer |
| #29. | Blank | #30. | Blank |
| #31. | Blank | #32. | Blank |
| #33. | Blank | #34. | Blank |
| #35. | Blank | #36. | Blank |
| #37. | Job Mixer | #38. | Blank |
| #39. | Job Mixer | #40. | Blank |
| #41. | Job Mixer | #42. | Blank |

Hazard Communication



HAZARD COMMUNICATION

1. **PURPOSE:** To communicate **Celebrity Coaches of America, Inc.** Hazard Communication Program to all personnel.

1. **OBJECTIVES:**

- a. To protect the health of our employees.
- b. To provide the employees with the necessary information concerning health and physical hazards of the materials used in their operations.
- c. To comply with Title 29 Part 1910.1200, Sub-part Z of the Code of Federal Regulation (CFR): OSHA Hazard Communication.
- d. To include flexibility in the compliance program so that changes can be made to comply with possible state and local Right-To-Know Laws.

2. **SCOPE:** This compliance program will provide information to the employees of **Express Transportation Services** of the chemical products to which they are exposed. It will be accomplished by the following:

- a. Listing of all chemical products on the property.
- b. Appropriate labeling on containers of all chemical materials used.
- c. Making available Material Safety Data Sheets (MSDSs) for all chemical products on the property.
- d. Employee training to recognize and interpret labels, warnings, color coding, signs, etc. that are affixed to containers so that they can properly protect themselves against potential hazards.
- e. Employee training to understand the elements of the MSDSs and to recognize possible risks to health and physical harm.
- f. If any contractor's work with a hazardous material could affect the safety and health of other contractors' employees, **Express Transportation Services** will coordinate the work with the other contractors to ensure the safety and health of all employees. Contractors will be responsible for the safe storage, use, and disposal of all hazardous material brought onsite.
- g. This written Compliance Program will be made available, upon request, to employees, their designated representatives(s), and to all local, state and federal officials who have proper authority.

3. **LISTING OF CHEMICAL PRODUCTS:**

- a. Because we are not a chemical manufacturer, importer or distributor, **Celebrity Coaches of America, Inc.** is not required to assess the hazards or evaluate

chemicals. We will maintain a list of all the chemical products used on site. We will always evaluate to the best of our ability the potential health exposure of a particular chemical product before we decide to use it.

- b. We will provide a system under which Purchasing will obtain MSDSs from all suppliers of chemical products. This system would include the following:
 - i. Sending form letters to suppliers requesting information/MSDSs.
 - ii. A flagging system to ensure that MSDSs are received and kept current.
 - iii. Maintenance of MSDS files that is available to employees, their representatives, local jurisdictional authorities and health or medical officers as required by the regulations. MSDSs for all hazardous materials will be submitted to **Express Transportation Services** prior to their arrival on site.
 - iv. A purchase requisition noting that the proper labels are either to be attached to all containers received, or to be sent with the order, and that the supplier certifies that all MSDSs and labels comply with the standard.
- c. A master list of hazardous chemicals will be maintained for reference. This list will be expanded as new chemicals are ordered and/or received. All new chemical products will be appropriately labeled, and a MSDS obtained before receiving material at **Express Transportation Services**.

4. LABELS:

- a. Material received at **Celebrity Coaches of America, Inc.** will be properly labeled. If labels are not provided, we will contact the supplier to get the specific labels. Information contained on labels must not conflict with federal, state or local laws and/or regulations in labeling requirements. These labels will provide the following information:
 - i. Identity of the chemical products or substance in the container;
 - ii. Hazard warnings; and
 - iii. Name and address of the manufacturer or other responsible party.
- b. The labels must not be removed and will be replaced if illegible.
- c. All containers of chemical products, including laboratory bottles, solvent cans and dispensers must be labeled. For smaller containers (less than one gallon or 3.7 liters), labels must be consistent with the standards that are specified above. Only those chemicals that can be classified as "immediate use", which means that the hazardous chemicals under control of and used only by the person who transfers it from the labeled container and only within the work shift in which it is transferred, are exempt from the labeling procedures as described above.
- d. In storage areas where similar chemical products are stored, we will post signs or placards to identify the material and transmit the required information in lieu of individual container labels.

- e. If any materials are to be transferred from a storage tank or container through a pipeline, labels with the required information will be affixed to the line at the discharge point (valve). [Although the law does not require this, it makes sense to provide this.]
 - f. In those cases where a chemical product, other than that specified on the container label, is placed in the container, we must re-label the container to accurately reflect the hazards of the chemical product that has been substituted.
5. **TRAINING:** All employees in the regulated areas will receive training in the handling of chemical products. There will be an annual review of the training program, and a list of each employee's training schedule will be maintained. The training program will provide instruction in the following areas:
- a. The requirements of the Hazard Communications Program;
 - b. The operations of the work area where chemical products are present, including both routine and non-routine jobs;
 - c. The location and availability of the MSDSs;
 - d. Interpretation of MSDSs data and of the labeling system;
 - e. Methods and observation that the employee may use to detect the presence or accidental release or spill of chemical products in the work area;
 - f. Measure(s) that employees can take to protect themselves from these hazards (i.e., work practices, personal protective equipment, and emergency procedures); and
 - g. When a new employee is assigned or transferred to a work area in which chemical products are used, his or her orientation will include all of the above training elements, as well as all specific safety and health training required. Contractors, vendors and service personnel who have employees assigned to work on our premises in areas where potential exposure to chemical products exist must be informed of chemical hazards, availability of MSDSs and appropriate protective measures.
6. **HEALTH, SAFETY AND EMERGENCY PROCEDURES:**
- a. To ensure that sufficient and required information is available and accessible during emergencies, or in the event of a spill in the work area, or beyond the property line of **Express Transportation Services**, the following information will be available to local health and jurisdictional authorities if requested or required:
 - i. MSDSs;
 - ii. The location of stored chemical products if the amount is equal to 30 gallons or 300 pounds or more;
 - iii. Special procedures for spill control and/or clean-up for specific chemical

- substances;
- iv. The health hazards, including symptoms of exposure and/or any recognizable medical conditions; and
 - v. Environmental hazards, to air and/or water, that may result from the release of specific quantities of chemical substance(s).



Material Safety Data Sheet

May be used to comply with
OSHA's Hazard Communication Standard,
29 CFR 1910.1200. Standard must be
consulted for specific requirements.

U.S. Department of Labor

Occupational Safety and Health Administration
(Non-Mandatory Form)
Form Approved
OMB No. 1218-0072

IDENTITY <i>(As Used on Label and List)</i>	Note: Blank spaces are not permitted. If any item is not applicable, or no information is available, the space must be marked to indicate that.
---	---

Section I

Manufacturer's Name	Emergency Telephone Number
Address <i>(Number, Street, City, State, and ZIP Code)</i>	Telephone Number for Information
	Date Prepared
	Signature of Preparer <i>(optional)</i>

Section II - Hazard Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	% <i>(optional)</i>

Section III - Physical/Chemical Characteristics

Boiling Point		Specific Gravity (H ₂ O = 1)	
Vapor Pressure (mm Hg.)		Melting Point	
Vapor Density (AIR = 1)		Evaporation Rate (Butyl Acetate = 1)	
Solubility in Water			
Appearance and Odor			

Section IV - Fire and Explosion Hazard Data

Flash Point (Method Used)	Flammable Limits	LEL	UEL
Extinguishing Media			
Special Fire Fighting Procedures			

Unusual Fire and Explosion Hazards

(Reproduce locally)

OSHA 174, Sept. 1985

Section V - Reactivity Data

Stability	Unstable	Conditions to Avoid
	Stable	
Incompatibility (<i>Materials to Avoid</i>)		
Hazardous Decomposition or Byproducts		
Hazardous Polymerization	May Occur	Conditions to Avoid
	Will Not Occur	

Section VI - Health Hazard Data

Route(s) of Entry:	Inhalation?	Skin?	Ingestion?
Health Hazards (<i>Acute and Chronic</i>)			
Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?

Signs and Symptoms of Exposure
Medical Conditions Generally Aggravated by Exposure
Emergency and First Aid Procedures

Section VII - Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled
Waste Disposal Method
Precautions to Be taken in Handling and Storing
Other Precautions

Section VIII - Control Measures

Respiratory Protection (<i>Specify Type</i>)		
Ventilation	Local Exhaust	Special
	Mechanical (<i>General</i>)	Other

Protective Gloves	Eye Protection
Other Protective Clothing or Equipment	
Work/Hygienic Practices	

Forms & Checklists



[illegible]

Attachment I

OFFICE SAFETY CHECKLIST

Office safety inspections generally uncover conditions which can cause injuries and or fires. The following list could be used as a guide to making an inspection in your office area. If there are other hazards not found on this list, you might jot them down to remind the person and/or persons making the inspection of the possible hazard.

Office Safety Checklist			
	Condition	Yes	No
1	Are the floors always clean of litter and/or spilled liquid?		
2	Are floor surfaces chipped and uneven; does carpeting show worn spots or holes?		
3	Are aisles and walkways free of boxes, wastebaskets, chairs and other obstacles that impede traffic?		
4	Are electric and telephone cords placed where they might trip a passersby?		
5	Do electrical cords look frayed? Are they draped over hot pipes, bent around hooks or sharp edges or are they stepped on?		
6	Are poorly-made or flimsy extension cords in use?		
7	Are all appliances connected with three-pronged plugs?		
8	Are electric outlet boxes or bonnets on the floor exposed so that they pose a tripping hazard?		
9	Are employees allowed to stand on chairs, decks, boxes, drawers or other improvised ladders?		
10	Is the paper cutter placed in a safe location where there is enough safe room to work?		
11	Are employees still using spike files or pencil holders with pencil points up?		
12	Is machinery turned off when not in use?		
13	Do employees wear dangling jewelry or floppy clothing around moving machinery (rotating machines, shredders)?		
14	Are razor blades or pins mixed in with paper clips?		
15	Are employees allowed to lean way back in chairs with feet up on the desks?		

Attachment J

Office Safety Checklist			
16	Do employees put tops on cups of coffee or other liquids while carrying them throughout the office (to avoid spills)?		
17	Do employees run in the office?		
18	Are scissors properly stored; do they have rounded points?		
19	Are desk or file drawers left open?		
20	Are files, lockers, cabinets and bookcases bolted securely?		
21	Is more than one file drawer usually opened at once?		
22	Are files top-heavy, with empty drawers at the bottom and full drawers on top?		
23	Are transparent glass doors marked so they can be seen?		
24	Are boxes, papers and books stored on top of files, storage cabinets and window sills?		
25	Are floors painted or marked under the swing of solid doors to indicate the striking radius?		
26	Must employees step up or down while going through a doorway? If so, is a warning sign posted and steps painted a caution color?		
27	Do self-closing doors have too much spring tension?		
28	Are fire exits clearly marked and free of obstruction?		
29	Are fire extinguisher locations marked (usually at ceiling height on the wall) so they are visible from a distance?		
30	Have fire extinguishers been inspected recently?		
31	Are both A & B-C extinguishers readily available where necessary		
32	Do all employees know the locations of exits, alarms and extinguishers?		
33	Are non-flammable fluids used, when possible?		
34	Are flammable fluids properly stored in safety cans and approved safety cabinets? (i.e., toner, cleaning supplies)		
35	Are emergency numbers posted for the doctor, fire department and ambulance?		
36	Are fire drills conducted frequently, semi-annually?		

Attachment K

Office Safety Checklist			
37	Are ashtrays available for visitors as well as employees?		
38	Are combustibles stored near machinery or heat sources?		
39	Are sprinklers, fire detectors and hoses clean and in good order?		
40	Are all accidents promptly reported?		
41	Are adequate first aid supplies on hand?		
42	Is there a trained first aid provider available? Do employees know who their first aid providers are?		
43	Are company parking lots well lighted and clearly marked and generally free of tripping hazards?		

SAFETY CHECKLIST		
Check	Question	Part 1910
	Are work areas clean?	.22(a)
	Is housekeeping maintained?	.22(a)
	Are floor openings and floor holes protected?	0.23
	Is temporary wiring in use?	.305(a)(2)
	Are all portable tools properly grounded?	.304(f)
	Are all outlets grounded?	.304(f)
	Are there missing covers on electrical fuse and outlet boxes?	.305(b)(2)
	Are there properly trained first aid personnel and first aid supplies available?	0.151

Attachment M

SAFETY CHECKLIST		
Check	Question	Part 1910
	Are accident records being kept on OSHA Forms 200/300?	1904.2 & 1904.4
	Are building exits adequate?	.36 & .37
	Are exits properly marked?	.36 & .37
	Does lighting on exit signs conform to government standards? (5 foot candles)	.37(q)(6)
	Are exits blocked?	.36 & .37
	Are industrial trucks (forklifts) equipped with horn, overhead guard, and a capacity sign?	.178(a)(5),(e)(1), (m)(9), & (n)(4)
	Are all exposures from dust, fumes, etc., controlled?	.94,.1000

SAFETY CHECKLIST		
Check	Question	Part 1910
	Is local ventilation good?	0.94
	Is personal protective equipment provided and used?	0.132
	Are flammable materials being stored in approved cans and cabinets?	.106(d)(2) & (3)
	Are materials being properly handled?	0.176
	Is the OSHA poster properly displayed?	1903.2
	Are separate lunch rooms provided when toxic materials are present?	.141(g)(2)
	Are approved type guards installed at point of operations?	.212(a)(3)(ii)
	Are gears, pulleys, conveyors and chains properly guarded?	.219(d)

	Are special hand tools being used for placing and removing materials from machines.	.212(a)(3)(iii)
	Are guards provided over foot treadles?	.217(b)(4)(I)
	Are machines firmly anchored to prevent moving?	.212(b)
	Are only authorized and trained personnel permitted to use welding, cutting, or brazing equipment?	
	Does each operator have a copy of the appropriate operating instructions and are they directed to follow them?	
	Are compressed gas cylinders regularly examined for obvious signs of defects, deep resting, or leakage?	
	Is care used in the handling and storage of cylinders, safety valves, relief valves, etc., to prevent damage?	
	Are precautions taken to prevent the mixture of air or oxygen with flammable gases, except at a burner or in a standard torch?	.253(a)
	Are cylinders kept away from sources of heat?	0.252

SAFETY CHECKLIST		
Check	Question	Part 1910
	Are signs reading “DANGER NO SMOKING, MATCHES, OR OPEN LIGHTS’ or the equivalent, posted?	0.252
	Are provisions made to never crack a fuel-gas cylinder valve near sources of ignition?	
	Before a regulator is removed, is the valve closed and gas released from the regulator?	
	Is red used to identify the acetylene (and other fuel-gas) hose, green for oxygen hose, and black for inert gas and air hose?	
	Are pressure-reducing regulators used only for the gas and pressures for which they are intended?	
	Is grounding of the machine frame and safety ground connections of portable machines checked periodically?	
	Are only approved apparatus (torches, regulators, pressure-reducing valves, acetylene generators, manifolds) used?	

Attachment Q

SAFETY CHECKLIST		
Check	Question	Part 1910
	Is it prohibited to use cylinders as rollers or supports?	
	Are empty cylinders appropriately marked and their valves closed?	
	Is a check made for adequate ventilation in and where welding or cutting is performed?	
	Are protective goggles or face shields provided and worn where there is any danger of flying particles or corrosive materials?	0.133
	Are approved safety glasses required to be worn at all times in areas where there is a risk of eye injuries such as punctures, abrasions, contusions, or burns?	0.133
	Are protective gloves, aprons, shields, or other means provided against cuts, corrosive liquids, and chemicals?	0.132

SAFETY CHECKLIST		
Check	Question	Part 1910
	Are employees who need corrective lenses (glasses or contacts) in working environments having harmful exposures required to wear only approved safety glasses, protective goggles, or use other medically approved precautionary procedures?	.133(a)(3)
	Is it required that eye protection helmets, hand shields, and goggles meet appropriate standards?	
	Are employees exposed to the hazards created by welding, cutting, or brazing operations protected with personal protective equipment and clothing?	
	If the welding creates hazardous air emissions, is the welding area appropriately marked to indicate this?	.1200(f)
	Are all fire extinguishers accessible, and their locations clearly designated?	0.157
	Are all fire extinguishers inspected and recharged regularly, and noted on the inspection tag?	0.157

SAFETY CHECKLIST		
Check	Question	Part 1910
	Are cylinders legibly marked to identify the gas contained in them?	
	Are compressed gas cylinders stored in areas away from heat sources?	
	Are cylinders stored in a manner to prevent them creating a hazard by tipping, falling, or rolling?	
	Are all valves closed off before a cylinder is moved, when the cylinder is empty, and at the completion of each job?	
	Are low pressure fuel-gas cylinders checked periodically for corrosion, general distortion, cracks, or any other defect that might indicate a weakness or render it unfit for service?	
	If welding gases are stored, are oxygen and acetylene separated by a 5 foot non-combustible barrier?	.253(b)(4)

SAFETY & FIRE INSPECTION CHECKLIST

Facility/ Jobsite _____

Inspector _____

Department _____

Date _____

This list is intended to identify general safety hazards for correction. Inspections shall indicate compliance with the Company, OSHA, DOT requirements.

HAZARD

YES NO

1. FIRE PROTECTION
 - ☐ ☐ a. Extinguishers - check
 - ☐ ☐ 1. Extinguisher seal intact
 - ☐ ☐ 2. Gauge in operating range
 - ☐ ☐ 3. In place, accessible,
 - ☐ ☐ 4. Sign extinguisher tag or log
 - ☐ ☐ b. Stored mat'1 - 18' clear to
 - ☐ ☐ c. Exits, signs, routes
 - ☐ ☐ d. Clearance to heating devices
 - ☐ ☐ e. _____
2. FLAMMABLE LIQUIDS/MAT'LS
 - ☐ ☐ a. Properly stored, safety cans
 - ☐ ☐ b. Grounded dispensing/storage
 - ☐ ☐ c. Safety valves, bungs on barrels
 - ☐ ☐ d. Storage, paints, thinners,
 - ☐ ☐ e. Proper disposal of oily rags
 - ☐ ☐ f. _____
3. HEALTH, ENVIRONMENTAL SERVICES
 - ☐ ☐ a. First-aid kits, equipment
 - ☐ ☐ b. Sinks, toilet, restroom
 - ☐ ☐ c. Drinking water
 - ☐ ☐ d. Gas, dust, fume, noise
 - ☐ ☐ e. Illumination, ventilation
 - ☐ ☐ f. Microwave emission danger
 - ☐ ☐ g. Toxic, harmful material
 - ☐ ☐ h. Trash, waste container,
 - ☐ ☐ i. _____
4. PERSONAL PROTECTIVE EQUIPMENT
 - ☐ ☐ a. Head protection, (hard hat)
 - ☐ ☐ b. Eye-face protection
 - ☐ ☐ c. Foot protection, (steel toe)
 - ☐ ☐ d. Protective clothing, gloves
 - ☐ ☐ e. Respirators
 - ☐ ☐ f. Safety belts, life lines
 - ☐ ☐ i. _____
5. HOUSEKEEPING
 - ☐ ☐ a. Clear aisles, floors
 - ☐ ☐ b. Material, equipment storage
 - ☐ ☐ c. Scrap in container, removal
 - ☐ ☐ d. Drainage, spill cleanup
 - ☐ ☐ e. Access, egress clear marked
 - ☐ ☐ f. Files, furniture
 - ☐ ☐ g. _____

HAZARD

YES NO

6. WALK-WORK AREAS
 - ☐ ☐ a. Floors, doors
 - ☐ ☐ b. Openings guarded or covered
 - ☐ ☐ c. Ladders - condition/use
 - ☐ ☐ d. Scaffold, platforms - guardrails
 - ☐ ☐ e. _____
7. TOOLS-CONDITION, STORAGE
 - ☐ ☐ a. Hand/power tools (air, gas,
 - ☐ ☐ b. Guard in place
 - ☐ ☐ c. Jacks, hoists (portable)
 - ☐ ☐ d. Blades, grinding wheels
 - ☐ ☐ e. Plugs/grounds
 - ☐ ☐ f. Air hoses
 - ☐ ☐ g. _____
8. HEAVY EQUIPMENT,
 - ☐ ☐ a. Stored cylinders secured
 - ☐ ☐ b. Valve caps on if not in use
 - ☐ ☐ c. Properly labeled
 - ☐ ☐ d. Oxygen, acetylene separated
 - ☐ ☐ e. Fire extinguisher in place
 - ☐ ☐ f. _____

- ☐ ☐ a. Back-up alarms
- ☐ ☐ b. Lights & flashers
- ☐ ☐ c. Windshield Wipers
- ☐ ☐ d. Seat belts
- ☐ ☐ e. Emergency brake
- ☐ ☐ f. Tires
- ☐ ☐ g. Windshields & windows
- ☐ ☐ h. Oil, fuel, hydro leaks
- ☐ ☐ i. Fire extinguisher
- ☐ ☐ j. First-aid kit
- ☐ ☐ k. _____
9. COMPRESSED GAS
 - ☐ ☐ a. Personal protective equipment,
10. WELDING AND CUTTING
 - ☐ ☐ a. Personal protective equipment,

- ☐ ☐ b. Fuel-gas cylinder use
☐ ☐ c. Screens around arc-welding
☐ ☐ d. Fire prevention measures

- ☐ ☐ e. Ventilation
☐ ☐ f. Flammable material within 25

- ☐ ☐ g. Combustible material within 10

- ☐ ☐ h. _____

class=Section5>

HAZARD

YES NO

11. TRENCHING, EXCAVATION

- ☐ ☐ a. Shoring, sloping
☐ ☐ b. Entry, exit means, barricades
☐ ☐ c. Personal protection
☐ ☐ d. _____

12. ELECTRICAL

- ☐ ☐ a. Panelboard covers closed
☐ ☐ b. Switches marked
☐ ☐ c. Cords, temporary lines
☐ ☐ 1. Clear of traffic
☐ ☐ 2. Condition, connections
☐ ☐ d. Grounds on tools, equipment
☐ ☐ e. _____

13. SIGNS, SIGNALS, BARRICADES

- ☐ ☐ a. Danger, regulatory, warning signs
☐ ☐ b. Crane, hoist signal charts posted
☐ ☐ c. Bulletin, poster boards
☐ ☐ d. _____

14. WORK PRACTICES

- ☐ ☐ a. Clothing, protective equipment
☐ ☐ b. Personal protection
☐ ☐ c. Dangerous surface/area
☐ ☐ d. Shoring, lockout/tagout, confined space procedure in place (if

applicable)

- ☐ ☐ e. _____

15. OTHER

- ☐ ☐ a. _____
☐ ☐ b. _____
☐ ☐ c. _____

INSTRUCTIONS: If any item does not apply to your area leave YES/NO blocks(s) blank. If a hazard is noted, write equipment #, type of equipment and/or exact description of hazard on black line provided in each section. Make a 2 copies and send the original and 1 copy, to the Safety Director/Coordinator unless a hazard is noted. In this case retain the copy until the hazard has been corrected. Write in correction made in space provided and send to the Safety Director/coordinator. Hazards must be correction within 24 hours. The last copy is to be retained in your file

Attachment F

Describe Corrective Action Taken:

Attachment G

SAFETY MEETING SIGN-IN

Due to OSHA Regulations, this sheet must be signed by all persons attending and kept as documentation in job site files.

Date:

Time:

Project/Job Number:

Topic Covered:

Brief Narrative of Topic:

Person Conducting Meeting:

Title:

PERSONS ATTENDING

AUTHORIZED OPERATOR

LIFT TRUCK AND OTHER POWERED INDUSTRIAL EQUIPMENT

I have received training in the proper operation and use of lift trucks.

My supervisor, _____ has explained to me
(Supervisor signature)

that failure to operate the lift truck safely and properly, as directed, may result
in disciplinary action.

Print Employee Name _____ Date _____

Employee Signature _____

Signature of Instructor _____

SEND SIGNED COPIES TO THE SAFETY DEPARTMENT

SAFETY VIOLATION NOTICE

Date: _____

Employee's Name: _____ was contacted today regarding the following safety violation:

The employee's explanation of his/her behavior is the following:

I (the employee) understand that safety rules and practices are necessary to reduce accidents and injuries on the job. Safe behavior on the job not only protects myself, but my fellow workers as well. It is also understood that my employer, by law, must impose disciplinary procedures, which could include termination.

Signed: _____
(Employee)

This form is to be filled out by the manager/supervisor and the employee. The form will be maintained in the employee's personnel file for two years.

_____ Counseling/Retraining _____ Written Reprimand _____ Suspension
_____ Termination

Date: _____

Supervisor: _____
(Signature)

SAFETY ORIENTATION CHECKLIST

It is required that the Safety Coordinator or Supervisor thoroughly instructs each employee in the safety requirements of his/her job. New employees will be given this instruction prior to beginning their first shift. Transferred employees will be given instruction upon entrance to new work area. All employees will receive periodic re-training. This checklist will be placed in the employee's personnel file. Items 1-16 are required of all employees, 17-34 are specific to only certain jobs.

Employee's Name: _____

Department: _____ Job Class/Title: _____

New employee: D Yes D No Date of Hire: _____ Date of Orientation: _____

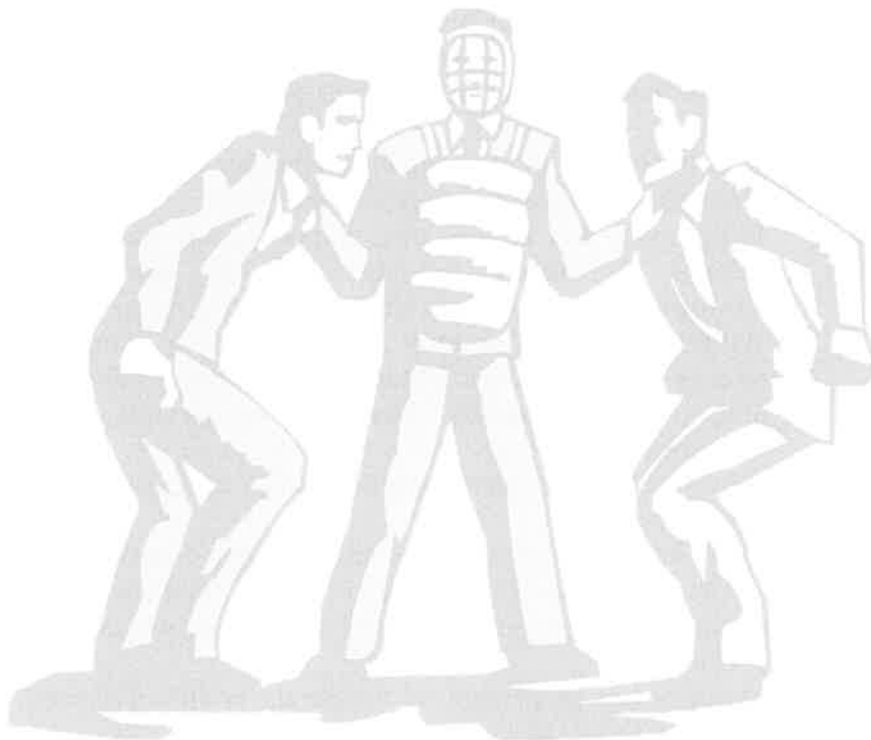
	Topic	Trainer	Employee	Date
1.	Review of written safety program.	_____	_____	_____
2.	Location of written safety program.	_____	_____	_____
3.	Received, Read, Understand and signed copy of General Safety Rules.	_____	_____	_____
4.	OSHA Brochure and/or Video, "Workplace Safety: Your Rights and Responsibilities".	_____	_____	_____
5.	Procedures for reporting Injuries / Illnesses.	_____	_____	_____
6.	Where to obtain First Aid / Medical care.	_____	_____	_____
7.	Emergency Action Plan: Fire, Tornado, Severe Storm, Earthquake, Power Outage, etc..	_____	_____	_____
8.	Fire Prevention / Protection Plan.	_____	_____	_____
9.	Location and use of Fire Extinguishers (training).	_____	_____	_____
10.	Employee Rights of Access to Medical and Exposure Records.	_____	_____	_____
11.	Hazard Communication (Understanding MSDS's) training.	_____	_____	_____
12.	Personal Protective Equipment Hazard Assessment and	_____	_____	_____
	D Eye and Face Protection	_____	_____	_____
	D Foot Protection	_____	_____	_____
	D Hand and Arm Protection	_____	_____	_____
	D Head Protection	_____	_____	_____
	D Other PPE _____	_____	_____	_____
13.	Sign and Tag Awareness (Facilities Markings)	_____	_____	_____
14.	Lockout / Tagout Training	_____	_____	_____
15.	Housekeeping Requirements	_____	_____	_____
16.	Eye Wash Station Locations and Use	_____	_____	_____

17.	Drug and Alcohol Testing program:			
	D Random,	_____	_____	_____
	D Reasonable Suspicion,	_____	_____	_____
	D Post-Accident	_____	_____	_____
18.	Respiratory Protection	_____	_____	_____
19.	Ladder Use and Care	_____	_____	_____
20.	Hearing Conservation / Noise Abatement	_____	_____	_____
21.	Flammables / Combustibles Safety	_____	_____	_____
22.	Compressed Gas Safety	_____	_____	_____
23.	Powered Industrial Truck Operator (Forklift)	_____	_____	_____
24.	Overhead Crane Safety	_____	_____	_____
25.	Abrasive Wheel Safety	_____	_____	_____
26.	Hand and Power Tool Safety	_____	_____	_____
27.	Machine Guarding Safety	_____	_____	_____
28.	Welding Safety	_____	_____	_____
29.	Basic Electrical Safety	_____	_____	_____
30.	Asbestos Safety	_____	_____	_____
31.	Bloodborne Pathogens Safety	_____	_____	_____
32.	Workplace Violence Safety	_____	_____	_____
33.	Sexual Harassment	_____	_____	_____
34.	Job Task Specific Training:			
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

I have been given the Safety Requirement instruction in the items checked above. I understand that, in order to perform my job safely, I must follow all Safety Policies and Procedures, wear the Personal Protective Equipment which is required of me and report immediately any accidents / injuries or unsafe conditions to my supervisor.

_____	_____
(Employee Signature)	(Date)
_____	_____
(Safety Coordinator / Supervisor)	(Date)

Standards of Conduct



STANDARDS OF CONDUCT

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. By accepting employment with **Express Transportation Services**, you have a responsibility to **Express Transportation Services** and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is to be certain that you understand what conduct is expected and necessary.

1. **UNACCEPTABLE ACTIVITIES:** Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of your fellow employees.
 - a. Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal without warning.
 - i. Willful violation of any rule or policy; any deliberate action that is extreme in nature and is obviously detrimental to **Express Transportation Services's** effort to operate efficiently.
 - ii. Willful violation of security or safety rules or failure to observe safety rules or safety practices; failure to wear required safety equipment; and/or tampering with **Express Transportation Services** equipment or safety equipment.
 - iii. Negligence or any careless action which endangers the life or safety of another person.
 - iv. Being intoxicated or under the influence of a controlled substance while at work; use of possession or sale of a controlled substance while at work, except medications prescribed by a physician which do not impair work performance.
 - v. Unauthorized possession of dangerous or illegal firearms, weapons or explosives while at work.
 - vi. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone while at work or when representing **Express Transportation Services**. Fighting, horseplay or provoking a fight during working hours or negligent damage of property.
 - vii. Insubordination or refusing to obey instructions and refusal to help out on a special assignment.
 - viii. Threatening, intimidating or coercing a member of the public or fellow employees on or off the premises — at any time, for any purpose. Conduct in public that could be interpreted as detrimental to the reputation of **Express Transportation Services** including rude or inappropriate treatment of a customer.
 - ix. Engaging in any act of sabotage; willfully or with gross negligence

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- causing the destruction or damage of property, or the property of fellow employees, contractors, visitors, or the general public in any manner.
 - x. Theft of **Express Transportation Services** property or the property of fellow employees; unauthorized possession or removal of any property, including documents, from the premises without prior permission from management; unauthorized use of equipment or property for personal reasons; or using equipment for profit.
 - xi. Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying a reason for a leave of absence or other data requested by **Express Transportation Services**; alteration of records or other documents.
 - xii. Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
 - xiii. Immoral conduct or indecency on **Express Transportation Services** property.
 - xiv. Conducting a lottery or gambling on **Express Transportation Services** premises.
- b. Occurrences of any of the following activities, as well as violations of any rules or policies, may be subject to progressive discipline or immediate dismissal. This list is not all-inclusive and is not intended to refer to all possible infractions. It is provided as a reference source of the most common disciplinary situations that occur.
- i. Unsatisfactory or careless work; failure to meet quality standards as explained to you; mistakes due to carelessness or failure to get necessary instructions.
 - ii. Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.
 - iii. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval; stopping work before time specified for such purposes.
 - iv. Sleeping on the job, loitering or loafing during working hours.
 - v. Excessive use of the telephone or fax machine for personal communication.
 - vi. Leaving your work location during your work hours without permission, except to use the rest room.
 - vii. Smoking in restricted areas.
 - viii. Creating or contributing to unsanitary conditions.
 - ix. Failure to report an absence or late arrival; excessive absence or lateness.
 - x. Obscene or abusive language toward any employee or customer, or **Express Transportation Services** Official; indifference or rudeness

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- toward a customer or fellow employee; any disorderly/antagonistic conduct on the premises or work site.
 - xi. Speeding or careless driving of any **Express Transportation Services** vehicles.
 - xii. Failure to immediately report damage to, or an accident involving **Express Transportation Services** equipment.
 - xiii. Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on the premises or work site.
 - xiv. Failure to maintain a neat and clean appearance in terms of the standards established by the company; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.
 - xv. Failure to use your timecard; alteration of your own timecard or records or attendance documents; altering another employee's timecard or records, or causing someone to alter your timecard or records.
2. **REPORTING ALLEGED WORKPLACE VIOLENCE:** You are responsible for immediately notifying your supervisor or company official if there is potential for a conflict.
3. **PROGRESSIVE DISCIPLINE:** Unacceptable behavior which does not lead to immediate dismissal may be dealt with in the following manner:
- a. **Oral Warnings** — Oral warnings will be documented. **Celebrity Coaches of America, Inc.** will be advised of all oral warnings. Oral warnings will include a discussion by the supervisor with the employee on ways to correct the deficiency. Oral warnings will include notice that repeating the deficiency with a specified period of time (i.e., 90 days) will result in more severe disciplinary action.
 - b. **Written Warnings** — Written warnings will include the reasons for the administration's dissatisfaction and any support evidence. Written warnings usually follow an oral warning for the same offense, but may be used as the first step in the disciplinary process if the supervisor feels that the unacceptable performance or action warrants it. Written warnings will include notice that repeating the deficiency will result in more severe disciplinary action. You will have an opportunity defend your actions and rebut the opinion of your supervisor at the time the warning is issued by preparing a written statement.
 - c. **Probation** — Probation will be for a specified period of time, in writing. It will usually follow a written warning for same offense, but may be used as the first step in the disciplinary process if the supervisor feels that the unacceptable performance or action warrants it. Probation must be approved by **Express Transportation Services** before it is executed with the employee. Probation will

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include a discussion by the supervisor on ways to correct deficiency. It will include notice that repeating the deficiency during the specified period of time may result in dismissal. You will have an opportunity to defend your actions and rebut the opinion of your supervisor at the time the probation is issued by preparing a written statement.

- d. ***Dismissal*** — Prior to dismissal the supervisor will ensure that all pertinent facts are carefully reviewed. Dismissal usually follows probation for the same offense, but may be used at the first step in the disciplinary process if the supervisor feels that the unacceptable performance or action warrants it.

- 4. **DISMISSAL:** If your performance is unsatisfactory due to lack of ability, failure to abide by **Celebrity Coaches of America, Inc.** rules or policy, or failure to fulfill the requirements of your job, you will be notified of the problem. If satisfactory change does not occur, you may be dismissed. Some incidents may result in immediate dismissal.

Emergency Action Plan

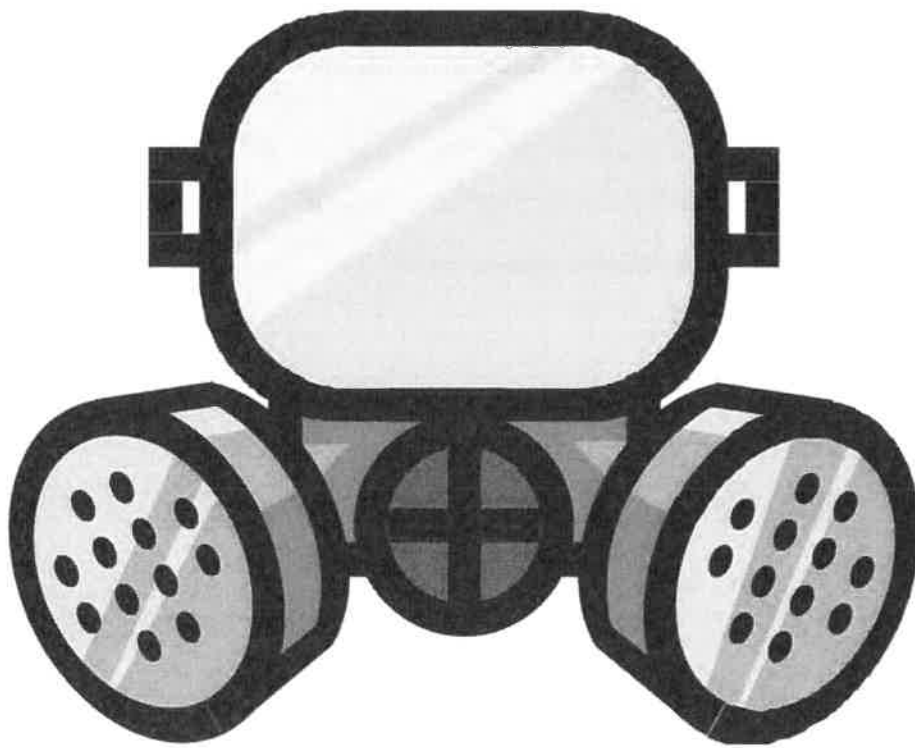


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Appendices

- Appendix A - Routes of Evacuation
- Appendix B - (Reserved for Maps & Drawing of Facility)
- Appendix C - Job Site Supervisors
- Appendix D - Emergency Phone Numbers
- Appendix E - Fire Extinguisher Locations

Supporting documents

- The Crisis Management Team
- Crisis Manager - Profile
- Communications Officer - Profile
- Public Relations Officer - Profile
- Engineering Officer - Profile
- Personnel Officer - Profile
- Security Officer - Profile
- Site Safety Officer - Profile

This plan was completed in **March 2009** with information as current and as reliable as was available at the time. It shall be the responsibility of the plant safety committee to update and correct this plan as often as necessary

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EMERGENCY ACTION PLANS

STATEMENT OF POLICY:

The following is a statement of policy in order to assure the safety of the employees at the facility, and to prepare the facility to deal effectively with emergency situations. The following policy, procedure, and instructions are published for emergencies or disasters listed below. The definition of disaster, as used in this document is: a great sudden misfortune with the potential for loss of life, serious injury, or property loss. This plan discusses disaster planning, procedures to be followed, drills or "practices" to be followed, and prevention for situations such as the following:

1. Fire
2. Hazardous Chemical Releases or Spills
3. Bomb Threat
4. Tornado
5. Work Place Violence

We are implementing this plan, not because we anticipate emergency situations arising, but because we recognize that even the safest environments have emergencies "thrust upon them". We care enough about our employees, our visitors and the community around us to prepare to minimize the effects of an emergency on them, should one arise. We have and will continue to consult with our employees in reference to process safety of hazardous chemicals.

GENERAL RESPONSE:

- A. Evacuation of employees from threatened or affected areas
- B. Evacuate to _____ for a personnel accounting of all employees. Remain out of the way of emergency response personnel.
- C. In the case of tornado or severe storm, egress to either the

_____ OR
_____ OR

Determine the location nearest your work position at the time of the arising emergency and egress to that location immediately.

- D. Quickly and quietly account for all employees and report to incident commander (highest ranking official present) the results of your accounting.

DISTRIBUTION AND TRAINING:

All employees shall be given a copy of this policy and procedure, should they request it.

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This policy and procedure shall be posted in locations accessible to all employees for use in case of need. All employees shall receive training to ensure they fully understand the policies and procedures contained herein and can carry out these instructions.

All new employees will receive a copy of this policy and procedure at the time of hire and will be trained to ensure the new employee is knowledgeable and capable of carrying out the policies and procedures contained herein.

Annual training and drills shall be performed.

EVACUATION ROUTE GENERAL REQUIREMENTS:

1. All exit doorways shall remain unlocked and free of obstruction at all times when there are employees occupying the facility.
2. Each route of egress shall be continuously maintained free of obstruction.
3. Every exit shall be clearly visible or the route to reach it shall be conspicuously indicated in such manner that every occupant will readily know the direction of escape from any point, and each path of escape, in its entirety, shall be so arranged and marked that the way to a place of safety outside is unmistakable. Exit signs shall have the word "exit" in letters six (6) inches high and the strokes of the letters three-fourths (3/4) inch wide.
4. All doorways and passageways not constituting an exit or way to an exit shall be so arranged and marked to minimize possible confusion. These shall be identified by a sign reading "not an exit" or a sign indicating the actual character, such as; restroom, storeroom, closet, etc.
5. Adequate and reliable illumination shall be provided for all exit facilities.
6. Doors provided as means of exit shall be of the side-hinged, swinging type. It shall swing in the direction of exit travel.
7. Flammables, combustibles, and oxidizers shall not be stored in egress aisles or adjacent to egress aisles.
8. Snow and other impediments to egress shall be kept cleared of all exit facilities.
9. Egress aisles shall be continuously maintained free of all impediments, which would cause slipping, tripping, falling, or injury to the employee while attempting to egress during an actual emergency.

FORMAL DISASTER ORGANIZATION

The supervisor will take control of any emergency evacuation due to any disaster, until the general manager arrives to take control. The supervisor or general manager shall hereafter be referred to as the incident commander. Their duties include coordinating and directing all facets of the disaster operations.

The supervisors are listed on **Appendix C** of this policy.

The incident commander and the duty maintenance engineer shall evaluate the extent of damage (if any) and determine when workers can return to work, or send them home. All communication must go through the incident commander before being disseminated to employees.

Accounting for all employees, visitors, and contractors personnel is of utmost importance. Supervisors or their designee shall take a personnel accounting of all employees and visitors.

As soon as possible after the evacuation and report the findings to the incident commander. All contractors shall be responsible to account for all of their own employees and visitors immediately upon evacuation then report the results to the incident commander.

Emergency phone numbers are listed on **Appendix D** of this policy.

Communication notes: If the radio networks are not functioning due to the surrounding disaster, city (or county) sirens will send out the alarm. If electrical power is down, transistor radios should be used and tuned to appropriate disaster channels for the area. If transistor radios are not available, and it is safe to do so, car radios may need to be used.

If telephone communication is interrupted, a runner system must be implemented, including the use of C.B. radios if available. In a disaster, our telephone system should be able to handle all calls. If needed, pay telephones should be used, as they do not go through the switchboard.

EMERGENCY "CONSEQUENCE" EVALUATION

All emergency types have been discussed with employees during these training sessions with time being allowed for employee input and consultation. This plan shall be changed as needed when employee consultation shows a need.

EMERGENCY TYPE:

POSSIBLE CONSEQUENCE:

Tornado	Property Damage, Fire, Personnel Injuries, Chemical Releases, Chemical Spills
Ice Storm	Property Damage, Electrical Outage,
Railroad Car Derailment	Chemical Release or Spill, Property Damage, Fire
Equipment Malfunction	Pressure Burst-release or Spill, Fire
Chemical Release	Personnel Injuries, Fire, Product Contamination
Chemical Spill	Personnel Injuries, Fire, Product Contamination, Equipment Damage
Explosion	Personnel Injuries, Fire, Property Damage, Chemical Releases And/or Spills,
Utility Failures	
Bomb Threat	Personnel Injuries, Property Damage,
Arson	Personnel Injuries, Property Damage,
Work Place Violence	Personnel Injuries, Equipment damage

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CRISIS MANAGEMENT TEAM

The following persons make up **Express Transportation Services** crisis management team. Their duties and responsibilities, as well as personal data, are found on the pages following this listing.

POSITION	PERSON
Crisis Manager	_____
Communications Officer	_____
Public Relations Officer	_____
Engineering Officer	_____
Personnel Officer	_____
Security Officer	_____
Site Safety Officer	_____
Local Fire Chief	_____
Local Sheriff	_____
Nearest HazMat Team	_____
Trained Incident Commanders	_____
_____	_____
_____	_____
_____	_____

Incident Command Center Profile

This profile provides information about the Incident Command Center, its equipment, and supplies that are available for use during Emergencies.

Primary Center:

Secondary Center:

Equipment Located at Command Center:

Telephone _____	Copy of Emergency Plan _____
Two Way Radio _____	Emergency Phone #'s _____
Public Broadcast Radio _____	Emergency PPE _____
Facility Map _____	First Aid Supplies _____
Pa System _____	MSDS Book (Master) _____

Locations of Other Supplies:

Self Contained Breathing Apparatus _____

Chemical Protective Suits _____

Atmospheric Monitoring Equipment _____

First Aid and Medical Supplies _____

Stretchers _____

Ladders _____

Pry Bars _____

Cutting Torches _____

Bulldozer _____

Litmus Paper _____

Other _____

"MEDIA" Information

The following is information regarding contacts that may need to be made with the news media during an emergency.

Media contacts:

(Names and phone numbers)

Newspapers:

Radio stations:

Television stations:

Sample News Release

The following information should/may need to be provided to the media at various times during an emergency.

Date _____ **Time** _____

Facility Contact;

Name _____

Title _____

Address _____

Telephone Number _____

Time When Additional Info Will Be Released _____

Description of Incident;

Type of Incident _____

Location _____

Time of Occurrence _____

Cause _____

Known Effects _____

Procedures Being Used to Control Situation _____

Personnel Information;

Injuries _____

Deaths _____

Missing _____

Actions Being Taken;

Internal _____

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Evacuation Area _____

External Agencies Called in _____

Possible Effects of Incident

Portions of Facility to Be Closed _____

Disruption of "Production" and Other Activities _____

Layoffs _____

Return to Normal Operations _____

FIRE EVACUATION PROCEDURES

1. Sound alarm by dialing _____ on the telephone system, this is a facility wide paging system. Speaking clearly and slowly, state:

**"This Is Not a Drill.
There Is a Fire in the _____ Area, Evacuate Immediately,
I Repeat this Is Not a Drill,
There Is a Fire in the _____ Area, Evacuate Immediately".**
2. Dial 911 to call for emergency assistance. Stay on line to answer all questions unless the fire is dangerous to your life or limb.
3. If you will not be endangered, check area for injured fellow employees.
4. If you will not be endangered, shut down all machinery in area.
5. Close all doors behind you as evacuating.
6. Evacuate building via primary evacuation route as shown in appendix "A", unless this route is blocked by fire. When route is blocked, use the secondary route of evacuation.
7. Proceed to meeting area designated for your section.
8. Supervisor will make accounting of all employees and report to person in charge.
9. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

FIRE PREVENTION POLICIES

**This Facility Has Implemented
a Non-smoking Policy
for All Areas Except Those Designated.**

1. **The company has designated areas for smoking at this facility. These locations are: _____.**
2. Dust shall be kept off of electrical boxes and conduit
3. Combustible products (paper, cardboard, rags, trash, etc.) shall be kept in proper receptacles and not allowed to be indiscriminately disposed of. **Keep facility clean.**
4. Solvents and paints shall be kept in their proper storage area and not left out where they could be exposed to flame, spills, etc.
5. Any and all spills, leaks, or releases of flammable or combustible materials shall be reported immediately and cleaned up in a safe manner.
6. Welding, cutting, brazing, and grinding of metals shall be done as prescribed by 29 CFR 1910.252 through 1910.255.

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- A. No combustibles within 35 feet.
 - B. If combustibles cannot be moved and hot work cannot be moved then guards and/or covers shall be placed over combustibles.
 - C. If combustibles are within 35 feet a fire watch shall be utilized during operations and for one half hour following operations. Fire watch personnel shall have received proper training in use of the extinguishing medium they will be using, within the proceeding twelve (12) months.
7. Faulty, bare, and old electrical wiring shall be inspected for, reported, and replaced when found. As such, good housekeeping practices should be followed. Don't allow combustible and/or flammable products to accumulate.
8. Spark producing tools shall not be used in any area where flammable vapors or gases are likely to be present.
9. Listed below are the chemicals we have in sufficient quantities at the facility to be considered major fire or explosion hazards.
- A. Gasoline
 - B. Paints
 - C. Acetylene
 - D. Paint Reducers
 - E. Mineral Spirits
 - F. Propane
 - G. Natural Gas
 - H. Safety Solvent
 - I. Diesel Fuel

NOTE: REPORT ANY SUSPECTED FIRE POTENTIALS TO YOUR SUPERVISOR IMMEDIATELY.

FIRE FIGHTING PROCEDURES:

No company employee is trained to respond to sizable fires. **Do not attempt to handle fires!** All employees are to follow the above fire evacuation procedures. The local fire department will be notified for necessary response. Fire extinguishers have been provided at convenient locations for incipient fire stage fire fighting, those who have been trained in their usage and are competent to distinguish when the fire is beyond the extinguisher control shall be the only employees to use them. **Fire extinguisher trained employees are listed following the location listing of the extinguishers.**
Appendix E

HAZARDOUS MATERIAL RELEASE OR SPILL

EVACUATION PROCEDURES:

1. Sound alarm by dialing _____ on the telephone system, this is the paging system for the complete plant facility. On the page speak clearly and calmly

**"This Is Not a Drill,
There Is a Spill (Or Release) of _____ in the _____ Area.
I Repeat this Is Not a Drill,
There Is a Spill (Or Release) of _____ in the _____ Area.
Evacuate Immediately, I Repeat, Evacuate Immediately".**

2. Dial 911 to call for emergency assistance. Stay on line to answer all questions unless the release or spill is dangerous to your life or limb.
3. If you will not be endangered, check area for injured fellow employees.
4. If you will not be endangered, shut down all machinery area.
5. Close all doors behind you as evacuating.
6. Evacuate building via primary evacuation route as shown in **Appendix A** unless this route is blocked by the release or spill. In that situation use the secondary route of evacuation.
7. Proceed to meeting area designated for your section.
8. Supervisor will make accounting of all employees and report to person in charge.
9. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

DO NOT RE-ENTER BUILDING FOR ANY REASON

Only those employees who have received the minimum required 24-hour hazardous materials training course shall have the authority to re-enter and then only with proper personal protective equipment and authorization from the incident commander. A listing of those who have successfully completed the hazardous materials training course is otherwise known as the Crisis Management Team (refer to page 5) in this policy.

***Highly Hazardous Chemical
Locations and
Approximate Quantities***

Chemical (Substance)	Location	Quantity

BOMB THREAT EVACUATION PROCEDURES

NOTE: DO NOT DISTURB ANY SUSPICIOUS OBJECTS FOUND

1. Notify the nearest supervisor immediately.
2. Make sure no person is in immediate danger.
3. If it is decided to evacuate the building, you will be notified by the page:

"Please Proceed Quietly and Calmly to the _____Area.
Do Not Disturb Anything. Please Proceed to the _____Area".

4. Proceed via the primary route of evacuation unless this route has been cordoned off then use the secondary evacuation route as shown in appendix a.
5. Walk, do not run, and use handrails provided on stairways.
6. Make accounting of all employees.
7. Notify bomb squad by dialing 911.
8. Do not return to regular work or leave your designated area until authorized to do so by your supervisor or person in charge.

TORNADO EVACUATION PROCEDURES

1. Tell supervisor or sound alarm by dialing on the nearest telephone, this is the all plant page. Clearly and calmly state:

"This Is Not a Drill, this Is a Tornado Warning, Proceed to the Nearest Designated Tornado Shelter. I Repeat, this Is Not a Drill, This Is a Tornado Warning, Proceed to the Nearest Tornado Shelter".

2. Shut down and secure all machines in area.
3. Proceed to your designated meeting area. Two (2) areas have been designated as tornado shelters at this facility based upon their ability to protect the employees in the event of a tornado. *Please proceed to one of these locations in case of tornado.*
4. Supervisor will make accounting of all employees and report to the shift supervisor.
5. Person in charge will be monitoring the radio network to stay apprised of all updates and the all-clear signal. Remain calm and you will be kept informed of all developments.
6. Do not return to regular work or leave your designated area until authorized to do so by your supervisor or person in charge.

WORKPLACE ANTI-VIOLENCE POLICY

As **Express Transportation Services** is firmly committed to providing a workplace that is free from acts of violence or threats of violence. Although some kinds of violence result from social problems that are beyond our control, we believe that measures can be adopted to increase protection for employees and to provide a secure workplace. In keeping with this commitment, we have established a strict policy that prohibits any employee from threatening to commit or committing any act of violence in the workplace, while on duty, while on related business, or while operating any vehicle or other equipment owned or leased by **Express Transportation Services**. This policy applies to all employees, elected/appointed officials, and volunteers.

Violence or threats of violence on the part of customers, vendors, suppliers and the like also will not be tolerated and should be immediately reported to the Safety Officer so that appropriate responsive measures may be taken.

In order to achieve the goal of providing a workplace that is secure and free from violence, **we** must enlist the support of all its employees. Compliance with this policy and **our** commitment to a "zero tolerance" policy with respect to workplace violence is *every employee's responsibility*.

Employees are required to report any incident involving any act of violence, threat of violence, or perceived act or threat of violence immediately to the Safety Officer. When the employee contacts the Safety Officer, the Safety Officer must report the matter immediately to the company, which will investigate the matter and take appropriate corrective action. This may include recommending the imposition of disciplinary action upon any employee who violates this policy, up to and possibly including immediate termination. In addition, **Express Transportation Services** will take appropriate measures to address the violence, including but not limited to contacting local law enforcement.

If employees become aware of any workplace security hazards or can identify methods of increasing security in the workplace, they should report that information to the Safety Officer and to the **company** as well. Employees are required to report violations of this policy, including any incidents involving actual, threatened, or perceived violence. They may do so without fear of retaliation of any kind.

If you have any questions concerning this policy, please feel free to contact **Celebrity Coaches of America, Inc.** offices at your convenience.

SEVERE STORM

EVACUATION PROCEDURES:

1. Sound alarm by dialing _____ on the telephone system, this is the paging system for the facility. On the page speak clearly and calmly "This is not a drill; there has been a severe storm warning in the vicinity. Repeat this is not a drill; there has been a severe storm warning in the vicinity.
2. Dial 911 from the phone in the main conference room to call for emergency assistance. Stay on the line to answer all questions unless you are in danger to life and limb.
3. If you will not be endangered, check area for injured fellow employees.
4. If you will not be endangered, shut down all machinery in the area.
5. When it has been determined by your supervisor that conditions are safe, evacuate building via primary evacuation route as shown in appendix A, unless the storm has blocked this route. In that situation use the secondary evacuation route.
6. Proceed to meeting area.
7. Supervisor will make accounting of all employees and report to person in charge.
8. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

EXPLOSION

EVACUATION PROCEDURES:

1. Sound alarm by dialing _____ on the telephone system, this is the paging system for the facility. On the page speak clearly and calmly "This is not a drill; there has been an explosion in the area. I repeat this is not a drill; there has been an explosion in the area. Evacuate immediately, I repeat, evacuate immediately.
2. Dial 911 to call for emergency assistance. Stay on the line to answer all questions unless you are in danger to life and limb.
3. If you will not be endangered, check area for injured fellow employees.
4. If you will not be endangered, shut down all machinery in the area.
5. Evacuate building via primary evacuation route as shown in appendix A, unless the explosion has blocked this route. In that situation use the secondary evacuation route.
6. Proceed to meeting area.
7. Supervisor will make accounting of all employees and report to person in charge.
8. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

EARTHQUAKE

EVACUATION PROCEDURES:

1. In the event of an earthquake make your way to the nearest doorway or duck under your desk for immediate protection.
2. When quake stops evacuate the building via the primary evacuation route as shown in appendix A, unless the earthquake has blocked this route. In that situation use the secondary evacuation route.
3. If you will not be endangered, check area for injured fellow employees.
4. If you will not be endangered, shut down all machinery in the area.
5. Proceed to meeting area.
6. Supervisor will make accounting of all employees and report to person in charge.
7. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

UTILITY FAILURE

EVACUATION PROCEDURES:

1. In the event of utility failure evacuate the building via the primary evacuation route as shown in Appendix A, unless the utility failure has caused this route to be impassible. In that situation use the secondary evacuation route.
2. If you will not be endangered, check area for injured fellow employees.
3. If you will not be endangered, shut down all machinery in the area.
4. Proceed to meeting area.
5. Supervisor will make accounting of all employees and report to person in charge.
6. Do not return to regular work or leave your designated area until authorized to do so by your supervisor, or person in charge.

EQUIPMENT SHUTDOWN PROCEDURES

When time is available, without danger to employees, it is necessary to follow an orderly shutdown of all machinery and equipment. This shall be done according to predetermined procedures as listed here.

APPENDIX A

ROUTES OF EVACUATION

In All Cases, Once Outside the Building Proceed to the _____ Area.

Once in the _____ Area, Find Your Supervisor and He/she Will Position You for Accounting Purposes (If the Supervisor Is Not Available, the _____ Will Take the Accounting. Remain Quiet and Orderly and Do Not Leave until Instructed to Do So by Someone in Authority.

**THE PRIMARY GATHERING POINT FOR ASSEMBLY
OF ALL EMPLOYEES DURING AN EVACUATION IS**

**IF THE PRIMARY GATHERING AREA IS IN THE LINE
OF DANGER THEN THE SECONDARY LOCATION FOR
GATHERING SHALL BE**

APPENDIX B

***ALL LAYOUT AND
DESIGN DRAWINGS
OF THIS FACILITY
SHALL BE ATTACHED
HERE.***

***THESE MAPS SHALL
BE UPDATED AS
NECESSARY TO
REFLECT THE
CURRENT LAYOUT OF
THE FACILITY.***

APPENDIX C

A. Job Site Supervisors

APPENDIX D

EMERGENCY PHONE NUMBERS

Local Fire Dept.	- 911
Local Police Dept.	- 911
Ambulance	- 911
Local Hazmat Team	-
Main Plant #	-
General Manager	-
C.E.O.	-
Nat. Response (Spill)	- 1-800-424-8802
Poison Center	- 1-800-955-9119

APPENDIX E

Fire Extinguisher Locations

(Revision MM/DD/YY)

Type	Location

Employees Trained in Fire Extinguisher Usage

(Revision MM/DD/YY)

Name	Date Trained

THE CRISIS MANAGEMENT TEAM

RESPONSIBILITIES - Each facility should have a Crisis Management Team. This team will have a number of responsibilities in both developing and implementing the facility's Emergency Action Plan. Specifically, the team:

1. Establishes the objectives for site's Emergency Plan.
2. Formulates the scope of the plan.
3. Develops the actual Emergency Action Plan for the site.
4. Assigns duties and responsibilities within the plan to facility employees.
5. Establishes 'replacements' for team members in case they are unavailable.

Within the Emergency Action Plan itself, the team must also work to create the facility's "emergency procedures". These procedures should include:

1. Establishing communications links.
2. Maintaining site security.
3. Developing both internal and external emergency response actions.
4. Developing emergency "containment" methods.
5. Establishing media and community relations plans.
6. Setting up facility evacuation procedures.
7. Defining area and facility "shutdown" procedures.

COMPOSITION - The composition of the team will have a great deal to do with its effectiveness. Various departments within the facility should be represented. Positions to be filled on the Crisis Management Team include:

1. The Crisis Manager
2. Communications Officer
3. Public Relations Officer
4. Engineering Officer
5. Personnel Officer
6. Security Officer
7. Site Safety Officer

In larger facilities (or at sites with special areas of concern), some of these positions may be further "divided", and additional positions established such as:

1. Environmental Officer
2. Medical Officer
3. Transportation Officer

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Each of these positions has a number of responsibilities, and all are of the utmost importance. Therefore, the selection of facility personnel to fill these positions is extremely important. Not only must the employee filling each position have the appropriate background and knowledge, but they should have the appropriate personality makeup" to function effectively as part of the Crisis Management Team.

In addition to these positions employees with special skills, such as CPR1 EMT or other training, can be "attached" to the Crisis Management Team. These employees can be very effective in assisting various officers on the team with their responsibilities and an effort should be made to survey employees to determine who among them can be of special assistance in time of emergency. Also, it is often valuable to include one or more representatives from outside agencies to which the facility would look for assistance to the Team. This can be someone from the Fire Department, Police Department, local Emergency Management Office or other group(s). They can bring a valuable and different perspective to the facility's emergency planning efforts and will also be better able to assist with emergency situations, by knowing more about the facility's plans and situations.

It is important for Crisis Management Team members to recognize that to most effectively carry out their duties, not only must they all function together as a team, but in many cases, two or three of them must work especially closely in order to get things done. Examples include:

1. The Personnel and Security Officers coordinating medical assistance and transportation to hospitals, or other healthcare facilities.
2. The Site Safety and Engineering Officers evaluating an incident and some of the actions that can affect approaching the physical incident location.

(An important part of determining how such activities should be coordinated is to make sure each Crisis Team Member has their own copy of the Emergency Action Plan).

The following pages provide profiles of each of these team positions (this information can also be found in the section of this manual entitled A Blueprint of an Emergency Plan. These profiles describe the responsibilities and desired characteristics for each Crisis Management Team position. They should be studied closely by the Crisis Management Team members.

CRISIS MANAGER **(PROFILE)**

This profile is provided to help your facility select the best Crisis Manager possible for your Crisis Management Team. Just as with any function, there are personal and professional characteristics that are important to being a good Crisis Manager. By knowing this beforehand, and looking for a person who has many of these characteristics, your facility will be able to build the best Crisis Management Team possible.

RESPONSIBILITIES - The Crisis Manager oversees all operations at the facility during an emergency or crisis situation. To do this, he draws on his Team members to provide information on the various aspects and potential impact around locations of any emergency situation. While the Crisis Team members are selected so that they can provide as much assistance to the Crisis Manager as possible, ultimate decisions are left to the Crisis Manager. Specifically, the Crisis Manager has the following responsibilities:

1. Oversees the preparation of the Emergency Plan.
2. Assists in the selection of other Crisis Team members.
3. Assists in setting up Table Top and full-scale drills.
4. Runs the Command Center.
5. Obtains initial information regarding a crisis situation. "Briefs" the other Crisis Team members regarding the nature and status of the crisis.
6. Determines the need for emergency response.
7. Determines what outside agencies should be notified.
8. Decides if evacuation is in order, and for what area(s).
9. Instructs Team members as to their movements within the facility during the crisis.
10. Activates "replacement members" of the Crisis Team whenever original Team members are unavailable, and appoints additional replacement members if necessary.
11. Orders 'shutdowns' if called for.
12. Assigns "in-house" resources (such as the Emergency Response Squad) as appropriate.
13. Establishes initial interfaces with outside agencies.
14. Determines what information should be released to the media.

The Crisis Manager obviously has a number of important responsibilities. And they are spread over the activities of setting up, "practicing" and executing an Emergency Plan. One of the most important things to remember about the Crisis Managers role is that he or she is the ultimate authority in times of crisis. While the Crisis Manager should rely

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heavily on the information provided by other Team members, as well as their professional judgment and analyses, in a crisis situation there can be only one person who makes final decisions and issues instructions based on those decisions. And that must be the Crisis Manager.

DESIRABLE CHARACTERISTICS - The characteristics below are those desired of a Crisis Manager:

1. Should be able to work efficiently in highly pressurized situations.
2. Should be a good verbal communicator, able to both give and obtain information clearly and concisely.
3. Should have strong organizational capabilities and be able to recognize and understand the functional relationships between Crisis Team members.
4. Should have strong managerial capabilities and experience, and be able to manage and direct people.
5. Should be able to coordinate a large number of activities occurring both simultaneously and rapidly.
6. Should have strong leadership qualities, able to command respect and instill confidence in other Team members and employees.
7. Should have strong analytical skills, and be able to examine a situation and draw appropriate conclusions.
8. Should have strong "conceptualization" skills, being able to draw a picture of a crisis situation based on information from outside the Command Center.
9. Should have a good, overall knowledge of the facility.
10. Should be readily available 24 hours a day, seven days a week.

To assist the Crisis Manager in dealing with these responsibilities, the following "helpful operational hints" are provided. By having the Crisis Manager, as well as the rest of the Crisis Management Team familiarize themselves with these "operational hints" the Crisis Management Team will operate more smoothly, and the Crisis Manager will be better prepared to fulfill his or her role.

HELPFUL OPERATIONAL HINTS - It is important to remember that the Crisis Manager is the ultimate authority in time of crisis. He or she should rely heavily on other members of the Crisis Management Team, but must make the ultimate decisions, and issue instructions and directions based on those decisions, during times of crisis. Some helpful techniques and procedures for the Crisis Manager include:

1. Establish a written or "mental" checklist of other Crisis Team members who should contribute information and/or professional opinions regarding major decisions (such as whether to evacuate potential environmental impacts of an emergency situation, etc.).
2. Make sure information is gathered from each of the Team members on the

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checklist before a decision is made.

3. Make sure all lines of communication are directed through the Command Center, and that unless specifically authorized, other Team members, outside agency personnel, etc. do not communicate directly with one another.
4. Keep communications clear and concise. Insist other Team members do the same.
5. At any point during the crisis, determine what information you need to make necessary decisions. Then contact other Crisis Team members to obtain that information.
6. Conduct your communications with Crisis Team members by asking questions, which will provide the information you need for your decisions. Only after all questions are answered ask for any additional information the Team members feel is important.
7. Make sure Crisis Team members in the field are aware of actions of other crisis Team members, outside agencies, or other resources that will affect what they are doing.
8. Require periodic reporting of each Crisis Team member to make sure they are still "functioning", are in the location that you want them to be in and are performing the activities that you have instructed.
9. In determining what information should be released to the media, do not rely on initial reports, but make sure "confirming reports" are received on any important points.

COMMUNICATIONS OFFICER **(PROFILE)**

This profile is provided to help your facility select the best Communications Officer possible for your Crisis Management Team. Just as with any function, there are personal and professional characteristics, as well as knowledge, that are important to being a good Communications Officer. By knowing this beforehand, and looking for a person who has many of these characteristics, you will be able to build the best Crisis Management Team possible. (If your facility has a full-time Communications Officer they are the logical selection to fill this function for the Crisis Management Team).

RESPONSIBILITIES - The following are the responsibilities of the Communications Officer:

1. In the planning stages, assures that the appropriate communications systems are available and effective both on and off site.
2. During an emergency establishes and maintains communications with appropriate persons on the facility site.
3. During an emergency establishes and maintains communications with appropriate persons/agencies off the facility site.

DESIRABLE CHARACTERISTICS AND KNOWLEDGE - The characteristics below are those desired of a Communications Officer:

- a. Should be able to work efficiently in highly pressurized situations.
- b. Should be a good verbal communicator, able to both give and obtain information clearly and concisely.
- c. Should be able to take direction well and execute instructions quickly and efficiently.
- d. Should have a working knowledge of communications equipment including multi-line telephone handsets, two-way radios, radio telephones, walkie-talkies, etc.
- e. Should be able to frame questions that will elicit needed information quickly and concisely.
- f. Should be able to communicate effectively with multiple people simultaneously.
- g. Should be readily available 24 hours a day seven days a week.

PUBLIC RELATIONS OFFICER **(PROFILE)**

This profile is provided to help your facility select the best Public Relations Officer possible for your Crisis Management Team. Just as with any function, there are personal and professional characteristics as well as knowledge that are important to being a good Public Relations Officer. By knowing this beforehand, and looking for a person who has many of these characteristics, you will be able to build the best Crisis Management Team possible. (If your facility has a full-time Public Relations Officer they would be the logical selection to fill this function for the Crisis Management Team)

RESPONSIBILITIES - The following are the responsibilities of the Public Relations Officer:

- a. In pre-planning arranges with local radio and television stations to have periodic status announcements made during any emergency situations.
- b. Is the facility's communications representative to the media.
- c. Establishes a press headquarters in time of crisis.
- d. Provides quick, factual information to the public, through the media.

DESIRABLE CHARACTERISTICS AND KNOWLEDGE - The characteristics below are those desired of a Public Relations Officer:

- a. Should be able to work efficiently in highly pressurized situations.
- b. Should be a good verbal communicator, able to both give and obtain information clearly and concisely.
- c. Should be calm and evenly dispositioned, able to deal with aggressive and potentially antagonistic questioning in a professional manner.
- d. Should present a good "public appearance", potentially representing the facility to radio, television, the newspapers and other groups including the public.
- e. Should be able to construct a concise, organized "story" from "isolated" facts.
- f. Should be able to provide as much information as possible, while speaking to factual information rather than "suppositions" or "conclusions".
- g. Should be readily available 24 hours a day, seven days a week.

HELPFUL OPERATIONAL HINTS - The role played by the Public Relations Officer in dealing with the media during times of crisis is extremely important. The way information is reported regarding an emergency situation can make the difference between an organization being perceived as unprepared, and unconcerned about its employees safety, versus being viewed as a good "member of the community" who is

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experiencing an unfortunate situation, but is prepared and handling that situation as well as possible. Below are some helpful techniques and procedures that can be used by the Public Relations Officer:

1. Establish a specific media center and confine media representatives to it. Make sure the center is out of the way of emergency work being performed by crisis management and rescue personnel. (The fact that you are establishing such a center will indicate your facility's desire to be cooperative by setting specific space aside for the media.)
2. Continue to update yourself regarding the emergency situation. Release this information to the media as quickly as possible, once its accuracy has been verified and management of the facility has been consulted. Check with facility management on the text of all announcements and help formulate the answers to possible questions. Questions to expect will concern:
 - type of incident occurring.
 - number of deaths and injuries.
 - damage estimates.
 - time the incident occurred.
 - location of the incident.
 - cause of the incident (this information should only be released after appropriate studies and investigations are performed).
 - Log, record and date all statements given to the media. This will enable you to know exactly what was said to the media and when the statements were made.
3. Be especially alert to photography. You have no control over photos taken away from company property, but you have every right to control pictures taken within the facility. Remember, in isolation, pictures can "misrepresent" an emergency as badly as ill-chosen words.
4. Arrange for safety, labor and other appropriate employee records to be available for reference. Make sure you highlight successful safety records previously established by your facility.
 - Avoid speculation as to the cause of the disaster, amount of damage, responsibility, possible down time, layoff etc. It is often appropriate to do no more than confirm what is already known and make sure the media knows that the facility will provide all the assistance it possibly can.
5. Never release the names of victims until it is certain that their families have been notified. Make sure that the Crisis Management Team Personnel Officer (or their representative) has talked directly to next of kin before names are released.
 - Always accentuate the positive. If your public relations efforts are good, so will your chances be for fair treatment from the media.

ENGINEERING OFFICER **(PROFILE)**

This profile is provided to help your facility select the best Engineering Officer possible for your Crisis Management Team. Just as with any function, there are personal and professional characteristics, as well as knowledge, that are important to being a good engineering Officer. By knowing this beforehand, and looking for a person who has many of these characteristics, your facility will be able to build the best Crisis Management Team possible. (If your facility has a full-time Engineer they are the logical selection to fill this function for the Crisis Management Team).

RESPONSIBILITIES - The following are the responsibilities of the Engineering Officer:

- a. In pre-planning, develops plans on how to isolate damaged sections of pipelines, electric lines and other utilities or services.
- b. Determines what supplies are necessary to treat a release of any hazardous material at the facility.
- c. Maintains continuity of utility services ~including water, electricity, etc., if possible and desirable.
- d. Provides for on-site emergency "services" such as emergency lighting, etc.
- e. Controls hazardous spills and contains contaminated run-off from emergency operations such as fire fighting.
- f. Conducts tests to determine degree of environmental hazards.
- g. Initiates steps to detect, assess and handle special chemical, radiological and biological hazards, including measures necessary to decontaminate personnel or equipment.
- h. Advises when reporting to government agencies is necessary.
- i. Provides necessary facility and services diagrams and blueprints for inclusion in the Emergency Plan.

DESIRABLE CHARACTERISTICS AND KNOWLEDGE - The characteristics below are those desired of an Engineering Officer:

- a. Should be able to work efficiently in highly pressurized situations.
- b. Should be a good verbal communicator, able to provide information clearly and concisely.
- c. Should have a working knowledge of the entire facility, including:
 - Buildings and grounds.
 - Equipment and machinery.
 - Utilities and services.
 - Large storage containers.

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- d. Should be familiar with various 'shutdown' and "cutoff" procedures for machinery and services.
- e. Should be familiar with all diagrams, blueprints and drawings included in the Emergency Plan.

PERSONNEL OFFICER **(PROFILE)**

This profile is provided to help your facility select the best Personnel Officer possible for your Crisis Management Team. Just as with any function, there are personal and professional characteristics, as well as knowledge, that are important to being a good Personnel Officer. By knowing this beforehand, and looking for a person who has many of these characteristics, you will be able to build the best Crisis Management Team possible. (If your facility has a full-time Personnel Officer they are the logical selection to fill this function for the Crisis Management Team).

RESPONSIBILITIES - The following are the responsibilities of the Personnel Officer:

- a. In pre-planning, insures that site personnel are adequately trained to manage medical emergencies, including meeting with local medical officials and providing them with toxilogical and medical treatment information.
- b. Supervises the designated receptionist/switchboard operator and oversees external communications not associated with emergency response or media activity.
- c. Maintains accurate records of employee names and addresses so that families can be contacted.
- d. Establishes the procedure to account for all persons during an emergency, including visitors, contractors and additional staff present at shift changes.
- e. Arranges for necessary food, clothing and shelter for persons on the Crisis Management Team.
- f. Coordinates contact with families of injured, detained and deceased employees.
- g. Arranges for care of injured persons and those who may have had excessive exposure to toxic materials at the facility.

DESIRABLE CHARACTERISTICS AND KNOWLEDGE - The characteristics below are those desired of a Personnel Officer:

- a. Should be able to work efficiently in highly pressurized situations.
- b. Should be a good verbal communicator, able to give instructions and provide information clearly and concisely.
- c. Should have good organizational capabilities and be able to supervise several people and functions simultaneously.
- d. Should have a working knowledge of the employee base and be recognized by the general employee populations (and their families) as

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- empathetic to employee situations.
- e. Should be able to show a general concern for employee safety during an emergency.
- f. Should have a good working knowledge of the facilities communications capabilities, including telephone, switchboard, radio phone and other links to areas outside the facility.
- g. Should be comfortable talking with large groups.
- h. Should be readily available 24 hours a day, seven days a week.

HELPFUL OPERATIONAL HINTS - An especially important part of the Personnel Officer's responsibility during an emergency is notifying employee's families if any employee's are injured or killed. This can be a difficult and emotional process, but there are techniques and approaches that will make this easier and as positive as possible. These include:

- a. Determine the extent of the injury to any employee.
- b. Determine where the victim has been taken.
- c. Personally visit (or assign another member of management to visit) each victim's home as soon as it is known where the victim was taken.
- d. Upon arrival at the victim's home obtain any available update on the victim's condition.
- e. Arrange to have members of the victim's family transported to the hospital, arranging childcare if necessary.
- f. Find out who the family doctor and clergyman is.
- g. Offer to remain at the victim's home until other family members or friends arrive (or arrange to have another company representative do this).
- h. In the case of a fatality, assist the family in handling arrangements such as:
 - Travel for parents.
 - Providing food for the family.
 - Funeral arrangements (if desired).
 - Encourage spouse, parents, and friends to refer all calls from the media to the Crisis Management Team's Public Relations Officer.

SECURITY OFFICER **(PROFILE)**

This profile is provided to help your facility select the best Security Officer possible for the Crisis Management Team. Just as with any function, there are personal and professional characteristics, as well as knowledge, that are important to being a good Security Officer. By knowing this beforehand, and looking for a person who has many of these characteristics, your facility will be able to build the best Crisis Management Team possible. (If your facility has a full-time Security Officer they are the logical selection to fill this function for the Crisis Management Team).

RESPONSIBILITIES - The following are the responsibilities of the Security Officer:

- a. Controls entry and exit of persons and vehicles from the site, including securing necessary gates, etc.
- b. Contracts local police for roadblock and traffic control measures.
- c. Receives visitors such as representatives of the news media, and has them escorted to the proper location.
- d. Controls vehicle and pedestrian traffic within the facility and its grounds.
- e. Coordinates and controls all transportation needs including:
- f. Moving injured or disabled persons.
- g. Transporting medical emergency supplies.
- h. Transporting first aid, rescue and fire fighting personnel
- i. Making special vehicles available such as trucks, cranes, bulldozers, helicopters, etc.

DESIRABLE CHARACTERISTICS AND KNOWLEDGE - The characteristics below are those desired of a Security Officer;

- a. Should be able to work effectively in highly pressurized Situations.
- b. Should be a reasonably good communicator, able to both give and obtain information clearly and concisely.
- c. Should be able to take direction, as well as supervise a number of activities simultaneously.
- d. Should be familiar with the physical facility, its points of entry and exit.
- e. Should be readily available 24 hours a day, seven days a week.

SITE SAFETY OFFICER **(PROFILE)**

This profile is provided to help your facility select the best Site Safety Officer possible for the Crisis Management Team. Just as with any function, there are personal and professional characteristics, as well as knowledge, that are important to being a good Site Safety Officer. By knowing this beforehand, and looking for a person who has many of these characteristics, your facility will be able to build the best Crisis Management Team possible. (If your facility has a full-time Site Safety Officer he or she is the logical candidate for this position).

RESPONSIBILITIES - The following are the responsibilities of the Site Safety Officer:

- a. Spearheads the development of the Emergency Plan.
- b. Establishes the Command Center.
- c. Organizes and equips the Crisis Management Team.
- d. Arranges for training of the Crisis Management Team and other involved personnel (such as the facility fire brigade, etc.).
- e. Is the first team member physically "at the scene" of an emergency and furnishes initial situation evaluation.
- f. Organizes and directs emergency control activities.

DESIRABLE CHARACTERISTICS AND KNOWLEDGE - The characteristics below are those desired of a Site Safety Officer:

- a. Should be able to work effectively in highly pressurized situations.
- b. Should be a reasonably good communicator, able to both give and obtain information clearly and concisely.
- c. Should be able to take direction, as well as supervise a several activities simultaneously.
- d. Should have a good knowledge of the facility.
- e. Should have a working knowledge of basic fire fighting, first aid, evacuation and other emergency procedures.
- f. Should be able to evaluate incidents and emergency situations.
- g. Should be readily available 24 hours a day, seven days a week.
- a.

Fire Protection



9/14/2009

FIRE PROTECTION

1. **EQUIPMENT.** Management will:

- a. Provide fire extinguishers that have a current certification of acceptability, as required by size and type and OSHA Regulations.
- b. Conspicuously post necessary action to take in the event of fire.
- c. Mark and identify all fire hazard activities and materials.
- d. Provide clear access to all areas for fire fighting equipment.
- e. Provide and maintain clear aisle ways and means of egress.
- f. Provide Emergency Telephone Numbers. In the event of an emergency: Dial 911

2. **FIRE PREVENTION.** Management will:

- a. Continuously eliminate hazardous, combustible and flammable materials and debris.
- b. Clean up rubbish daily.
- c. Provide separate storage for flammable materials.
- d. Provide approved, contained storage for waste flammable and combustible materials that provide environmental protection in the event of a spill or leak.
- e. Provide regular inspections of internal combustion equipment, heating equipment and wiring.
- f. Cans and containers used for the storage or dispensing of flammable liquids will meet **OSHA** requirements.
- g. *Employees will be trained in the use of portable fire extinguishers.*

3. **EVACUATION:**

- a. The Safety Director will post schematics of the business facility and indicate emergency routes of evacuation.
- b. A uniform signal for evacuation will be devised and then communicated to all employees.
- c. Gathering points will be established for emergency evacuation and accountability methodology will be formulated.

Sexual Harassment

9/14/2009

SEXUAL HARASSMENT

In light of the increase in Sexual Harassment claims, wrongful termination and sexual discrimination and violence in the workplace, lawsuits alleging sexual harassment, and in view of the potential liability to which managers and supervisors are subject, and particularly in view of the employee notification requirements set forth in both Federal and State laws governing this subject, **Express Transportation Services**, in it's on going effort to provide a safe and healthful workplace and environment is instituting it's specific sexual harassment program.

1. **COVERAGE:** All **Express Transportation Services** employees are covered and regulated under this policy as a condition of employment/continued employment.
2. **AFFECTED PERSONS:**
 - a. Any **Celebrity Coaches of America, Inc.** employee, no matter what level employment, falls under the coverage of this policy.
 - b. Customers, vendors, independent contractors, clients and visitors are some of the other parties that fall under the coverage of this policy whether as suspected perpetrators or alleged recipients of sexual harassment.
3. **DEFINITION OF SEXUAL HARASSMENT:**
 - a. **Federal - Equal Employment Opportunity Commission (EEOC) - *Sexual Harassment is defined as unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. Such as requests, advances or sexual conduct constitutes sexual harassment when:***
 - i. Is it an employment condition - submission to such conduct is made a term or condition of employment.
 - ii. Is an employment consequence - submission to or rejection of such conduct is used as a basis for employment decisions affecting individuals.
 - iii. Is it offensive job interference?
 - b. **State – Nevada Employment Division Equal Rights Commission - *Sexual Harassment is defined to include:***
 - i. ***Verbal Harassment*** - such as jokes, epithets, derogatory comments or slurs
 - ii. ***Physical Harassment*** - such as assault, physical interference with movement at work
 - iii. ***Visual Harassment*** - such as derogatory cartoons, drawing or posters
 - iv. Unwelcomed sexual advancements by an employer representative towards an employee of the same sex
 - v. Harassment on the basis of pregnancy disability

4. CATEGORIES OF SEXUAL HARASSMENT:

- a. *"Quid Pro Quo"* (This for that) type of sexual harassment evolves when a manager or supervisor conditions an employment benefit or continuing employment on the employees' acquiescence in the form of sexual behavior.
- b. *"Hostile" or "Offensive"* - Work Environment Sexual Harassment - No employment benefits need be lost or gained and this type of harassment may be engaged in not only by supervisors, but also by co-workers or persons who are not even employed by the employer. Offensive work environment sexual harassment occurs where sexual jokes, suggestive remarks, cartoons, physical interference with movement such as blocking or following and sexually derogatory comments create an offensive working environment.

Note: or creation of a hostile environment by women towards men. In addition **discrimination** on the basis of actual or perceived sexual orientation is unlawful under state law. Sexual harassment can be considered a specific type of violence in the workplace.

5. **SAME SEX HARASSMENT:** Sexual harassment of a person of the same gender as the harasser has been held to violate the law. A California Appeals Court held that sexual harassment not only is conduct which discriminates against a person solely because of his/her gender, but also includes unwelcomed conduct of a verbal or physical nature regardless of the gender or sexual orientation of the harasser or victim. **The court further held that the harasser's motive was irrelevant.**
6. **SEXUAL HARASSMENT:** The "reasonable person of the same sex" standard viewpoint of a "reasonable person". If the challenged conduct would not substantially affect the work environment of a reasonable person, then no violation existed. However, in a 1991 case, the 9th U.S. Circuit Court of Appeals (which covers Nevada) held that when determining whether a sexually harassing hostile work environment exists, a court should determine whether a "reasonable person" would consider the conduct sufficiently severe or pervasive to create a hostile or abusive working environment. In rejecting the "reasonable person" standard, the court held that applying this theoretically "sex blind" standard to female employees "tends to be male/biased and systematically ignores the experiences of women."

The court also noted that the concept of what a "reasonable woman" would consider sufficiently severe or pervasive to create a hostile work environment may change over time, and that the standard of what is acceptable behavior should mirror those changes. However, although the federal statutory prohibition against sexual harassment does require a totally de-sexualized workplace, even the well-intentioned complaints of a coworker could form the basis of a sexual harassment claim if a "reasonable woman" would consider such compliments as altering her conditions of employment.

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Nevada law also specifically provides that hostile environment harassment is established where there is unwelcomed sexual conduct that a “reasonable person” of the same gender as the complainant would consider sufficiently severe or pervasive to alter the conditions of employment and create an abusive working environment.

Even where only limited offensive sexual conduct in the workplace is directed toward a complaining employee, the employee may still pursue a hostile environment claim. Both federal and Nevada courts have considered as relevant evidence of a hostile work environment proof that pervasive sexual harassment was directed at other female employees.

7. **SEXUAL HARASSMENT – Express Transportation Services strictly liable for supervisor:**

Strict Liability - means that even when the employer does not know of the harassment or acts immediately to stop conduct of which it knows, absolute liability is nonetheless imposed when a supervisor engages in “Quid Pro Quo” sexual harassment. The employer’s sexual harassment policy and complaint procedures are irrelevant since the court holds the employer absolutely liable for the acts of the high level supervisor. This means that it is more important than ever to train supervisors about sexual harassment. Supervisors should understand the company's liability, as well as their own personal liability for such conduct. Employers can no longer escape liability by claiming not to have known of a supervisor's conduct amounting to sexual harassment.

8. **SEXUAL HARASSMENT - Personal liability for supervisors**

Supervisors should be made aware that they might be held individually liable for sexual harassment in the workplace. While the **Express Transportation Services** may be held partially legally responsible for the conduct, the supervisor's personal assets are at risk as well.

9. **SEXUAL HARASSMENT CONTACT PERSON: Paulina Salen** has been designated the contact person for **Express Transportation Services**. All complaints along the lines of sexual harassment should initially be reported to **Paulina Salen** by the recipient or complainant or by his/her supervisor. All information will be kept confidential on a need to know basis only. The contact person will gather pertinent information from the complainant to include, the alleged harasser, what type of harassment on/off **Express Transportation Services** property, number of incidents, witnesses, seriousness of each incident, times, dates, etc. The contact person would then determine if the harasser were an employee, vendor, customer, independent contractor, etc.

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10. **SEXUAL HARASSMENT INVESTIGATION COORDINATOR:** (SO Name) has been designated as the chief investigator for **Celebrity Coaches of America, Inc.** concerning sexual harassment related matters.

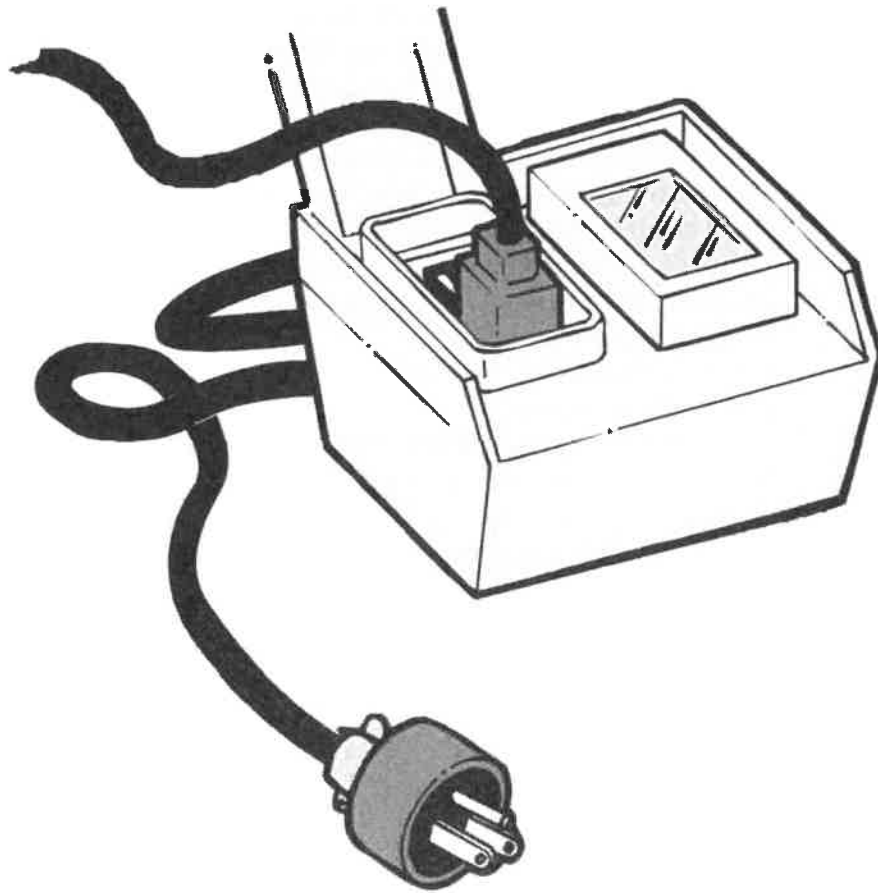
11. **INVESTIGATION PROCEDURES:** **Celebrity Coaches of America, Inc.** will vigorously investigate all allegations of sexual harassment to a successful conclusion. Investigation procedures will follow the guidelines and criteria herein.
 - a. *Complainant Interview:* This interview will accomplish many things including but not limited to:
 - i. Will cause complainant to feel better
 - ii. To begin the fact gathering/finding mission
 - iii. Issue confidentiality
 - iv. An outside OBJECTIVE person can decipher facts from the account given by the complainant.
 - v. Clarity - have facts restated, clarify statements recount important points, dates, times, etc. until the investigator has clear understanding of the scenario as the complainant perceives it
 - vi. File formal complaint
 - b. *Accused Interview:* This interview will accomplish many things also, including but not limited to:
 - i. Inform the accused at the onset, the purpose for the meeting
 - ii. Set parameters for the meeting - fact finding
 - iii. Assure confidentiality on a need to know basis
 - iv. Investigators role - not biased
 - v. Spell out parameters of investigation - the complainant and accused interviews, witness interview, interviews of others affected by accused in past who may/may not have filed a complaint
 - vi. What investigators will cover - Notice of Complaint
 - vii. Level of seriousness
 - viii. Cease & desist - stopping the harassing activity
 - ix. No retaliation against complainant or witnesses
 - x. Disciplinary action - Normally judged on frequency and severity
 - c. *Witness Interview Procedure:* Following is the procedure to be followed when interviewing witnesses.
 - i. Separate witnesses as soon as is appropriate.
 - ii. Interview witness as soon as possible.
 - iii. Assure each witness of confidentiality and non-retaliation policy
 - iv. **Express Transportation Services**
Either tape the interview or have each witness write their account, date and sign the statement and have it witnessed.

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- v. Have a third, non-biased person in the room for all witness interviews.
- vi. Make sure you have the witness answer WHO, WHAT, WHEN, WHERE, WHY and HOW in chronological order in their statement.
- vii. Compare and analyze all witness statements. Color code like items such as alleged perpetrator, victim, times, dates, areas, etc. so that each of these items can be compared across numerous witness statements with ease.
- d. *First Meeting Assessment: Contact Person and Investigator*
 - i. What type of harassment - physical, visual or auditory
 - ii. Who to notify - on a need to know basis - upper management, law enforcement, etc.
 - iii. Who else if anyone needed to investigate. Turn over to outside source?
 - iv. Who will make final decision on final outcome after all pertinent facts have been presented in an unbiased manner with all recommendations?
- e. *Follow-Up:*
 - i. Training records - to see if employee was trained
 - ii. Personnel file - to check for other complaints, etc.
 - iii. Analyze all information - any loose ends
 - iv. Complete investigation
 - v. Make a determination - to be turned over to final decision-maker
 - vi. Action to be taken:
 - (1) **Suspended**
 - (2) **Termination**
 - (3) **LAW ENFORCEMENT INTERVENTION**
 - vii. Report back to complainant, as this is the proper, legal and moral action

Express Transportation Services has a zero tolerance policy towards Sexual Harassment and will vigorously investigate any complaint and discipline any employee at any level found to be in violation of this policy to include false accusations filed, as well as actions taken against non-employees found to fall within the parameters of this policy.

Office Safety



9/14/2009

OFFICE SAFETY

While not all safety codes apply to those working in clerical positions, it is required that any code that may pertain to clerical duties, plus the following supplements, be followed:

1. Never open more than one drawer of a file cabinet at a time. **THIS IS THE MOST COMMON CAUSE OF OFFICE ACCIDENTS.**
2. Do not lay electrical extension cords in areas where people walk.
3. Do not overload circuits by plugging in more electrical devices than the electrical receptacle is designed to handle.
4. Do not place liquid containers near electrical machines. (Example: Do not sit a cup of coffee near your calculator or computer.)
5. Lifting heavy files or boxes beyond your physical ability is prohibited. When in doubt, get someone to help you.
6. Handrails must be used when using stairs.
7. Do not sit on or slide down handrails.
8. Proper lighting of your work area is of utmost importance. If the lighting is in need of repair report it to your supervisor or the Safety Officer at once.
9. When using microwave ovens you are to follow the manufacturer's safety recommendations.
10. You must know the location and proper use of the fire extinguishers. Should it be necessary to discharge an extinguisher, report it to your supervisor immediately so they can get it recharged.

Bloodborne Pathogens



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BLOODBORNE PATHOGENS
29 CFR SECTION 1910.1030

1. Selected Definitions

- 1.1 Blood** - means human blood, human blood components, and products made from human blood.
- 1.2 Bloodborne Pathogens** - means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).
- 1.3 Contaminated** - means the presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.
- 1.4 Contaminated Laundry** - is laundry which has been soiled with blood or other potentially infectious materials or may contain sharps.
- 1.5 Contaminated Sharps** - means any contaminated object that can penetrate the skin including, but not limited to, needles, scalpels, broken glass, broken capillary tubes, and exposed ends of dental wires.
- 1.6 Decontamination** - means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use or disposal.
- 1.7 Engineering Controls** - means controls (e.g., sharps disposal containers, self-sheathing needles) that isolate or remove the bloodborne pathogens hazard from the workplace.
- 1.8 Exposure Incident** - means a specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials that results from the performance of an employee's duties.
- 1.9 Handwashing Facilities** - means a facility providing an adequate supply of running potable water, soap and single-use towels or hot air drying machines.
- 1.10 Licensed Healthcare Professional** - is a person whose legally permitted scope of practice allows him or her to independently perform the activities required by paragraph (f) Hepatitis B vaccination and Post-exposure Evaluation and Follow-up.
- 1.11 HBV** - means hepatitis B virus.
- 1.12 HIV** - means human immunodeficiency virus
- 1.13 Occupational Exposure** - means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties.
- 1.14 Other Potentially Infectious Materials** - means
 - a. The following human body fluids: semen, vaginal secretions, cerebrospinal fluid, synovial fluid (muscle membrane fluid), pleural fluid, pericardial and all body fluids in situations where it is difficult or impossible to differentiate between body fluids;
 - b. Any unfixed tissue or organ (other than intact skin) from a human (living or dead); and

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- c. HIV-containing cell or tissue cultures, organ cultures, and HIV or HBV-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.
- 1.15 **Parenteral** - means piercing mucous membranes or the skin barrier through such events as needle sticks, human bites, cuts, and abrasions.
- 1.16 **Personal Protective Equipment** - is specialized clothing or equipment worn by an employee for protection against a hazard. General work clothes (e.g., uniforms, pants, shirts or blouses) not intended to function as protection against a hazard are not considered to be personal protective equipment.
- 1.17 **Regulated Waste** - means liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.
- 1.18 **Source Individual** - means any individual, living or dead, whose blood or other potentially infectious materials may be a source of occupational exposure to the employee. Examples include, but are not limited to, hospital and clinic patients; clients in institutions for the developmentally disabled; trauma victims; clients of drug and alcohol treatment facilities; residents of hospices and nursing homes; human remains; and individuals who donate or sell blood or blood components.
- 1.19 **Sterilize** - means the use of a physical or chemical procedure to destroy all microbial life including highly resistant bacterial endospores.
- 1.20 **Universal Precautions** - is an approach to infection control. According to the concept of Universal Precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, and other bloodborne pathogens.

2. Exposure Control

2.1 Exposure Control Plan

- 2.1.1 As an employer having an employee or employees with "occupational exposure" we are establishing a written exposure control plan designed to eliminate or minimize exposure to bloodborne pathogens.
- 2.1.2 The exposure control plan contains the following elements:
 - a. An exposure determination;
 - b. The schedule and method of implementation regarding the following:
 - 1. Methods of compliance;
 - 2. Hepatitis B vaccination and post-exposure evaluation and follow-up;
 - 3. Communication of hazards to employees; and
 - 4. Recordkeeping, of this standard.

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- d. The procedure for the evaluation of circumstances surrounding exposure incidents as required by the standard.
- 2.1.3 A copy of the exposure control plan is accessible to employees.
- 2.1.4 The Exposure Control Plan is reviewed and updated at least annually and whenever necessary to reflect new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure.
- 2.1.5 The Exposure Control Plan is made available to OSHA upon request for examination and copying.

2.2 Exposure Determination

- 2.2.1 As an employer who has an employee or employees with "occupational exposure" we have prepared an exposure determination. The exposure determination contains the following:
 - a. A list of all job classifications in which all employees in those job classifications have occupational exposure;
 - b. A list of job classifications in which some employees have occupational exposure; and
 - c. A list of all tasks and procedures or groups of closely-related tasks and procedures in which occupational exposure occurs and that are performed by employees in job classifications listed in (b) above.
- 2.2.2 This exposure determination is made without regard to the use of personal protective equipment.
- 2.2.3 This exposure determination is found in section 2.3 of this program.

2.3 Express Transportation Services Bloodborne Pathogens Exposure Control Plan

- 2.3.1 Exposure Determination - Out of concern for our employees we have performed an exposure determination as to which employees may incur occupational exposure to blood or other potentially infectious materials. The exposure determination is made without regard to the use of personal protective equipment (i.e. employees are deemed exposed even if they wear personal protective equipment). The exposure determination requires a list of all job classifications in which employees may be expected to incur such occupational exposure, regardless of frequency. At this facility, the following job classifications are in this category:

<u>Job Classification</u>	<u>Task or Procedure</u>
Janitor	Housekeeping

- 2.3.2 In addition, other job classifications in which some employees may have occupational exposure is listed below. Since not all the employees in these categories would be expected to incur exposure to blood or other potentially infectious materials, tasks or

Express Transportation Services

procedures that would cause these employees to have occupational exposure are also listed in order to clearly understand which employees in these categories are considered to have occupational exposure. At this facility, the following job classifications are in this category:

Job Classification

Tasks/Procedures

Supervisors

First Aid

- 2.3.3 Implementation Schedule and Methodology - OSHA also requires that this plan include a schedule and method of implementation for the various requirements of the standard. This is discussed in the following pages.

2.4 Compliance Methods

- 2.4.1 Universal precautions will be observed at this facility in order to prevent contact with blood or other potentially infectious materials. All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source individual.
- 2.4.2 Employee exposure at this facility is limited to two possible situations:
- a. In the infrequent situation where first aid is administered; and
 - b. General housekeeping within the facility.
- 2.4.3 As the employees' occupational exposure is limited to these situations, personal protective equipment shall be utilized at these times.
- 2.4.4 Handwashing facilities are also available to the employees who incur exposure to blood or other potentially infectious materials. These facilities are readily accessible after incurring exposure. At this facility, handwashing facilities are located in the men's and women's restrooms.
- 2.4.5 When provision for handwashing is not feasible, antiseptic towelettes are made available to employees. Employees will be required to wash their hands with soap and water immediately or as soon as feasible following the use of antiseptic towelettes.
- 2.4.6 After removal of personal protective gloves, employees shall wash hands and any other potentially contaminated skin area immediately or as soon as feasible with soap and water.

2.5 Contaminated Equipment

- 2.5.1 Equipment which has become contaminated with blood or other potentially infectious materials shall be examined and decontaminated as necessary unless the decontamination of the equipment is not feasible.
- 2.5.2 When such equipment or portions of such equipment cannot feasibly be decontaminated, a readily observable label shall be attached to the equipment until the equipment can be properly disposed of.

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2.6 Personal Protective Equipment (PPE)

- 2.6.1 All personal protective equipment used at this facility is provided without cost to employees. Personal protective equipment is and will be chosen based on the anticipated exposure to blood or other potentially infectious materials. The protective equipment will be considered appropriate only if it does not permit blood or other potentially infectious materials to pass through or reach the employees' clothing, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time which the protective equipment will be used.
- 2.6.2 Employees of **Express Transportation Services** have limited exposure incidents. First-aid designees will have rubber gloves, safety glasses and mouth protectors available to them. These will be located within the first aid kits. The janitor will wear rubber gloves while working in any area that is contaminated. These will be provided and kept in the storeroom. It is our responsibility to ensure that the employee uses PPE. If an employee is found to not be using PPE, he/she will be requested to do so.
- 2.6.3 All personal protective equipment will be cleaned or disposed of by the company at no cost to employees. All repairs and replacements will be made by the company at no cost to employees.
- 2.6.4 Gloves and safety glasses shall be worn during the administering of first aid or where it is reasonably anticipated that employees will have hand contact with blood, other potentially infectious materials, non-intact skin, or mucous membranes.
- 2.6.5 Disposable gloves used at this facility are not to be washed or decontaminated for re-use and are to be replaced as soon as practical when they become contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised. Utility gloves may be decontaminated for re-use provided that the integrity of the glove is not compromised. Utility gloves will be discarded if they are cracked, peeling, torn, punctured, or exhibit other signs of deterioration or when their ability to function as a barrier is compromised.

2.7 Housekeeping

- 2.7.1 This facility will be cleaned as regularly scheduled. If contamination occurs, decontamination will be accomplished using a commercially prepared disinfectant or a **solution of one part CLOROX to nine parts water** on all contaminated surfaces. All contaminated surfaces will be decontaminated immediately or as soon as feasible after any spill of blood or other potentially infectious materials. All trash bins, pails, cans and similar receptacles shall be inspected and decontaminated as needed by the janitor. All equipment contaminated in the field shall be decontaminated as soon as possible.
- 2.7.2 The regularly scheduled cleaning of this facility is as follows:

- DAILY:**
 - (1) All bathroom areas cleaned and trash emptied;
 - (2) All countertops and first aid area;
 - (3) All other areas where it can be reasonably assumed that

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- contamination may have occurred.
- MONTHLY:**
- (1) The First Aid kit in the facility;
 - (2) The First Aid kits in the company vehicles.

AS REQUIRED: All Blood or other potentially infectious bodily fluid spills will be cleaned up, as quickly as feasible, by the employee whose bodily fluid is spilled unless this is infeasible due to specific circumstances. The purpose of this practice is to limit the possibility of an exposure incident. Should the employee whose bodily fluid is spilled be unable to fulfill this obligation, the spill is to be cleaned up and disinfected by **AN EMPLOYEE DESIGNATED BY THE COMPANY AND TRAINED IN PROPER CLEAN-UP PROCEDURES.**

- 2.8 Regulated Waste Disposal** - Any regulated waste which may arise shall be placed in closeable, leakproof containers that are properly labeled or color-coded in accordance with the standard. Such containers are located in the supply room.

2.9 Laundry Procedures

- 2.9.1 This section applies to the contamination of clothing by an incident in which the blood or other potentially infectious bodily fluids of a source individual contaminates the clothing of another. This section does not apply to the contamination of the source individual's clothing (the source individual will be responsible to launder their own clothing).
- 2.9.2 Laundry contaminated with blood or other potentially infectious materials will be handled as little as possible. Such laundry will be placed in appropriately marked bags at the location where it was used. Such laundry will not be sorted or rinsed in the area of use.
- 2.9.3 All employees who handle contaminated laundry will utilize personal protective equipment to prevent contact with blood or potentially infectious materials.
- 2.9.4 Laundry for **Express Transportation Services** will be cleaned at:

IT IS OUR DECISION TO HAVE ALL CONTAMINATED CLOTHING DISPOSED OF AND NOT LAUNDERED

(NOTE: If laundry is sent off site, the laundry service accepting the laundry must be notified pursuant to §(d) of the standard.)

- 2.9.5 Laundry cleaning procedures for home-laundering is listed in appendix "G".

2.10 Hepatitis B Vaccine

- 2.10.1 All employees who have been identified as having exposure to blood or other potentially infectious materials are and will be offered the Hepatitis B vaccine, at no cost to the employee. The vaccine will be offered after the employee has received the training required under the standard and within ten days of his initial assignment to work

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involving the potential for occupational exposure to blood or other potentially infectious materials. (Unless, the employee has previously had the vaccine or wishes to submit to antibody testing which shows the employee to have sufficient immunity.)

- 2.10.2 Employees who decline the Hepatitis B vaccine will sign a waiver, which uses the wording in Appendix A of the OSHA standard. The declination follows this document. No other declination, no matter how complete, may be used to fulfill this obligation.
- 2.10.3 Employees who initially decline the vaccine but who later wish to have it, may then have the vaccine provided at no cost. The manager has the responsibility for assuring that the vaccine is offered, or that a waiver has been signed by the employee. The vaccine shall be administered by the company doctor.

2.11 Post-Exposure Evaluation and Follow-up

- 2.11.1 When the employee incurs an exposure incident, it is required to be reported to the manager. An Exposure Report Form should then be completed.
- 2.11.2 All employees who incur an exposure incident will be offered post-exposure evaluation and follow-up in accordance with the OSHA standard. This evaluation shall be administered by the company doctor.
- 2.11.3 The post exposure follow-up will include the following:
 - a. Documentation of the route of exposure and the circumstances related to the incident;
 - b. If possible, the identification of the source individual and, if possible, the status of the source individual. The blood of the source individual will be tested (after consent is obtained) for HIV/HBV infection;
 - c. Results of testing of the source individual will be made available to the exposed employee, if possible;
 - d. The employee will be offered the option of having their blood collected for testing of the employee's HIV/HBV serological status. The blood sample will be preserved for at least 90 days to allow the employee to decide if the blood should be tested for HIV serological status. However, if the employee decides prior to that time that testing will be conducted, then the appropriate action can be taken and the blood sample discarded;
 - c. The employee will be offered post exposure prophylaxis in accordance with the current recommendation of the U.S. Public Health Service;
 - d. The company doctor will give the employee appropriate counseling concerning precautions to take during the period after the exposure incident. The employee will also be given information by the company doctor on what potential illnesses to be alert for and to report any related experiences to the company doctor;
 - e. An Exposure Follow Up Form will be completed by the employer and kept with the employee's medical record.
- 2.11.4 **(Name)** has been designated to assure that this policy is effectively carried out and to maintain related records.

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2.12 Interaction with Health Care Professionals

- 2.12.1 A written opinion shall be obtained from the health care professional who evaluates employees of this facility. Written opinions will be obtained in the following instances:
- a. When the employee is sent to obtain the Hepatitis B vaccine;
 - b. Whenever the employee is sent to a health care professional following an exposure incident.
- 2.12.2 Health care professionals shall be instructed to limit their opinions to:
- a. Whether the Hepatitis B vaccine is indicated and if the employee has received the vaccine, or for evaluation following an incident;
 - b. That the employee has been informed of the results of the evaluation; and
 - c. That the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials. The written opinion to the employer is not to reference any personal medical information.

2.13 Labels and Signs: Communication of Hazards - To communicate hazards to employees, the following labeling system shall be used:

- 2.13.1 Warning labels shall appear as shown below, and will be orange-red or fluorescent orange with the lettering and symbols in a contrasting color.
- 2.13.2 These labels shall be placed on any containers of potentially infectious waste as necessary.
- 2.13.3 Red bags may be substituted for labels.

2.14 Training: Training will include an explanation of the following:

- 2.14.1 All employees with occupational exposure will receive training at no cost to them, which will occur during working hours;
- 2.14.2 The OSHA standard for Bloodborne Pathogens;
- 2.14.3 Epidemiology and symptomatology of bloodborne diseases;
- 2.14.4 Modes of transmission of bloodborne pathogens;
- 2.14.5 This Exposure control Plan, e.g. points of the plan, lines of responsibility, how the plan will be implemented, etc.;
- 2.14.6 Procedures which might cause exposure to blood or other potentially infectious materials at this facility;
- 2.14.7 Control methods which will be used at the facility to control exposure to blood or other potentially infectious materials;
- 2.14.8 Information on the type, use, location, removal, handling, decontamination, and disposal of PPE;
- 2.14.9 An explanation of the basis for selection of PPE;
- 2.14.10 Who to contact and the appropriate action to take if an emergency involving exposure to blood or other potentially infectious materials occurs;
- 2.14.11 The procedure to follow if an exposure incident occurs;

Express Transportation Services

- 2.14.12 A question and answer session with the trainer;
- 2.14.13 Post exposure evaluation and follow-up;
- 2.14.14 Signs and labels used at the facility;
- 2.14.15 Hepatitis B vaccine program for this facility; and
- 2.14.16 All employees will receive annual refresher training. Refresher training will be conducted within one year of the employee's previous training.

2.15 Recordkeeping: Medical Records and Training Records

- 2.15.1 The company establishes and maintains accurate records for each employee with occupational exposure, in accordance with 29 CFR 1910.20 and paragraphs (h)(1) of the Bloodborne Standard.
- 2.15.2 Training records are maintained in accordance with paragraph 2.14 be retained for 3 years from the date on which the training occurred.
- 2.15.3 Both training and medical records required by the standard are made available upon request to employees or their representatives.
- 2.15.4 All medical and training records required by the OSHA standard are maintained by:

MEDICAL RECORDS -

TRAINING RECORDS -

3. Methods of Compliance

- 3.1 General - Universal precautions shall be observed by **Celebrity Coaches of America, Inc.** employee's to prevent contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials.
- 3.2 Engineering and Work Practice Controls
 - 3.2.1 Engineering and work practice controls will be used to eliminate or minimize employee exposure. Where occupational exposure remains after institution of these controls, personal protective equipment shall also be used.
 - 3.2.2 Engineering controls are examined and maintained or replaced on a regular schedule to ensure their effectiveness.
 - 3.2.3 The company provides handwashing facilities which are readily accessible to employees.
 - 3.2.4 When provision of handwashing facilities is not feasible, we provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth or paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, hands shall be washed with soap and running water as soon as feasible.
 - 3.2.5 The company will ensure that employees wash their hands immediately, or as soon as feasible, after removal of gloves or other personal protective equipment.
 - 3.2.6 The company will ensure that employees wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible, for a

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minimum of five minutes, following contact of such body areas with blood or other potentially infectious materials.

- 3.2.7 Equipment which may become contaminated with blood or other potentially infectious materials shall be examined prior to further use and shall be decontaminated as necessary.

3.3 Personal Protective Equipment

- 3.3.1 **Provision.** When there is occupational exposure, the company will provide, at no cost to the employee, appropriate personal protective equipment such as, but not limited to, the following:

- a. Gloves;
- b. Face shield or masks and eye protection;
- c. One-way, flow type, mouthpieces;
- d. Resuscitation bags; and
- e. Pocket masks or other ventilation devices.

- 3.3.2 Personal protective equipment shall be considered "appropriate" only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time in which the protective equipment will be used.

- 3.3.3 **Use.** The company will ensure that the employee uses appropriate personal protective equipment unless the company shows that the employee temporarily and briefly declined to use personal protective equipment when, under rare and extraordinary circumstances, it was the employee's professional judgment that in the specific instance its use would have prevented the delivery of health care or public safety services, or would have posed an increased hazard to the safety of the worker or workers. When the employee makes this judgment, the circumstances shall be investigated and documented in order to determine whether changes can be instituted to prevent such occurrences in the future.

- 3.3.4 **Accessibility.** The company will ensure that appropriate personal protective equipment in the appropriate sizes is readily accessible at the worksite or is issued to employees. Hypoallergenic gloves, glove liners, powder less gloves, or other similar alternatives are readily accessible to those employees who are allergic to the gloves normally provided.

- 3.3.5 **Cleaning, Laundering, and Disposal.** The company will clean, launder, and dispose of personal protective equipment required by the program at no cost to the employee. This shall be accomplished as per section 2.9.4 of this program.

- 3.3.6 **Repair and Replacement.** The company will repair or replace personal protective equipment as needed to maintain its effectiveness, at no cost to the employee.

- 3.3.7 If a garment or garments is penetrated by blood or other potentially infectious materials, the garment or garments shall be removed immediately or as soon as feasible.

- 3.3.8 All personal protective equipment shall be removed prior to leaving the work area/job site.

- 3.3.9 When personal protective equipment is removed it shall be placed in an appropriately-designated area or container for storage, washing, decontamination, or disposal.

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Disposable personal protective equipment shall be placed in an appropriate container for disposal.

3.3.10 Gloves. Gloves shall be worn when it can be reasonably anticipated that the employee may have hand contact with blood, other potentially infectious materials, mucous membranes, and non-intact skin; and when handling or touching contaminated items or services.

- a. Disposable (single-use) gloves such as surgical or examination gloves, shall be replaced as soon as practical when contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised.
- b. Disposable (single-use) gloves shall not be washed or decontaminated for reuse.
- c. Utility gloves may be decontaminated for reuse if the integrity of the glove is not compromised. However, they must be discarded if they are cracked, peeling, torn, punctured, or exhibit other signs of deterioration or when their ability to function as a barrier is compromised.

3.3.11 Masks, Eye Protection and Face Shields. Masks in combination with eye protection devices, such as goggles or glasses with solid side shields, or chin-length face shield shall be worn whenever splashes, spray, splatter, or droplets of blood or other potentially infectious materials may be generated and eye-nose-or mouth contamination can be reasonably anticipated.

3.4 Housekeeping

3.4.1 The company will ensure that the worksite is maintained in a clean and sanitary condition. The company will determine and implement an appropriate schedule for cleaning and method of decontamination based upon the location within the facility, type of surface to be cleaned, type of soil present, and tasks or procedures being performed in the area. This schedule is listed in section 2.7.2 of this document.

3.4.2 All equipment and working surfaces shall be cleaned and decontaminated after contact with blood or other potentially infectious materials.

- a. Contaminated work surfaces must be decontaminated with an appropriate disinfectant after completion of procedures; immediately or as soon as feasible when surfaces are overtly contaminated, or after any spill of blood or other potentially infectious materials; and at the end of the work shift if the surface may have become contaminated since the last cleaning.
- b. Protective coverings, such as plastic wrap, aluminum foil, or other imperviously backed absorbent paper used to cover equipment and environmental surfaces, must be removed and replaced as soon as feasible when they become overly contaminated or at the end of the work shift, if they have become contaminated during the shift.
- c. All bins, pails, cans and similar receptacles intended for reuse which have a reasonable likelihood of becoming contaminated with blood or other potentially infectious materials shall be inspected and decontaminated on a regularly

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scheduled basis and cleaned and decontaminated immediately or as soon as is feasible upon visible contamination.

- d. Broken glassware, which may be contaminated, shall not be picked up directly with the hands. It must be cleaned up using mechanical means, such a brush and dustpan, tongs, or forceps.

3.4.3 Regulated Waste

- a. Contaminated sharps, discarding and containment. Contaminated sharps must be discarded immediately or as soon as feasible in containers that are closeable; puncture-resistant; leakproof on sides and bottom; and labeled or color-coded in accordance with the standard. Containers shall be closed as soon as possible to prevent spillage or protrusion of contents during handling. Secondary containers should be used if leakage is possible.
- b. Other waste containment. Other regulated waste shall be placed in containers which are closeable; constructed to contain all contents and prevent leakage of fluids during handling, storage, transport or shipping; labeled or color-coded in accordance with the standard; and closed prior to removal to prevent spillage or protrusion of contents during handling. If outside contamination of the regulated waste container occurs, it shall be placed in a second container. The second container shall comply with the rule above.
- c. Disposal of all regulated waste shall be in accordance with applicable regulations of the United States, states and territories, and political subdivisions of states and territories.

3.4.4 Laundry

- a. It is not anticipated that laundry will be a factor for the typical Rural Electric Cooperative, including **Express Transportation Services**.
- b. The standard provides that contaminated laundry must be handled as little as possible with a minimum of agitation. Employers must ensure that the employees who have contact with contaminated laundry wear protective gloves and other personal protective equipment.
- c. When a facility ships contaminated laundry off-site to a second facility which does not utilize universal precautions in the handling of all laundry, the facility generating the contaminated laundry must place such laundry in bags or containers which are labeled or color-coded in accordance with the standard.

4 Hepatitis B Vaccination & Post-Exposure Evaluation & Follow-up

4.1 General

- 4.1.1 As per the OSHA Bloodborne Pathogen Standard, 29 CFR 1910.1030, **Celebrity Coaches of America, Inc.** makes available the hepatitis B vaccine and vaccination series to all employees who have occupational exposure, and post-exposure evaluation and follow-up to all employees who have had an exposure incident.
- 4.1.2 First aid providers whose primary job is not first aid administration but may on occasion

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be called upon to perform first aid as a collateral duty, have been offered a pre-exposure hepatitis B vaccine.

- 4.1.3 The company has offered the HBV vaccination to the warehouse person who is responsible for the clean-up of blood and other potentially infectious materials spill when the janitor is not available.
- 4.1.4 The company ensures that all medical evaluations and procedures, including the hepatitis B vaccine and vaccination series and post-exposure evaluation and follow-up, including prophylaxis, are:
 - a. Made available at no cost to the employee;
 - b. Made available to the employee at a reasonable time and place;
 - c. Performed by or under the supervision of a licensed physician or by or under the supervision of another licensed health care professional; and
 - d. Provided according to recommendations of the U.S. Public Health Service at the time these evaluations and procedures take place.
- 4.1.5 The company will ensure that all laboratory tests are conducted by an accredited laboratory at no cost to the employee.

4.2 Hepatitis B Vaccination

- 4.2.1 A hepatitis B vaccination is made available after the employee has received the required training concerning the vaccination and within 10 working days of initial assignment to all employees who have occupational exposure unless the employee has previously received the complete hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated.
 - a. Hepatitis B vaccinations for first aid designees must be provided pursuant to Section 4.1.2 this program.
- 4.2.2 The company does not make participation in a prescreening program a prerequisite for receiving hepatitis B vaccination.
- 4.2.3 If the employee initially declines hepatitis B vaccination but at a later date while still covered under the standard decides to accept the vaccination, the company makes available the hepatitis B vaccination at that time.
- 4.2.4 The company ensures the employees who decline to accept hepatitis B vaccination offered by the company, sign the Declination Statement attached in the appendix of this notebook. If a routine booster dose(s) of hepatitis B vaccine is recommended by the U.S. Public
- 4.2.5 Health Service at a future date, such booster dose(s) will be made available to the employee as outlined above.

- 4.3 **Post-Exposure Evaluation and Follow-Up** - Following a report of an exposure incident, the company will make immediately available to the exposed employee a confidential medical evaluation and follow-up, including at least the following elements:

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- 4.3.1 Documentation of the route(s) of exposure and the circumstances under which the exposure incident occurred;
- 4.3.2 Identification and documentation of the source individual, unless the company can establish that identification is infeasible or prohibited by state or local law.
 - a. The source individual's blood must be tested as soon as feasible and after consent is obtained in order to determine HBV and HIV infectivity. If consent is not obtained, the company will establish that legally required consent cannot be obtained. When the source individual's consent is not required by law, the source individual's blood, if available, must be tested and the results documented.
 - b. When the source individual is already known to be infected with HBV or HIV, testing for the source individual's known HBV or HIV status need not be repeated. Results of the source individual's testing is to be made available to the exposed employee, and the employee must be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.
- 4.3.3 Collection and testing of blood for HBV and HIV serological status.
 - a. The exposed employee's blood must be collected as soon as feasible and tested after consent is obtained.
 - b. If the employee consents to baseline collection, but has not given consent at that time for HIV serologic testing, the sample must be preserved for at least 90 days. If, within 90 days of the exposure incident, the employee elects to have the baseline sample tested, such testing must be done as soon as feasible.
- 4.3.4 Post-Exposure Prophylaxis, when medically indicated, as recommended by the U.S. Public Health Service;
- 4.3.5 Counseling; and
- 4.3.6 Evaluation of reported illnesses.

4.4 Information Provided to the Healthcare Professional

- 4.4.1 The company does ensure that the health care professional responsible for the employee's hepatitis B vaccination is provided a copy of this regulation.
- 4.4.2 The company does ensure that the health care professional evaluating an employee after an exposure incident is provided the following information:
 - a. A copy of this regulation;
 - b. A description of the exposed employee's duties as they relate to the exposure incident;
 - c. Documentation of the route(s) of exposure and circumstances under which exposure occurred;
 - d. Results of the source individual's blood testing, if available; and
 - e. All medical records relevant to the appropriate treatment of the employee, including vaccination status, which are the company's responsibility to maintain.

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- 4.5 Healthcare Professionals Written Opinion** - The employer must obtain and provide the employee with a copy of the evaluating health care professional's written opinion within 15 days of the completion of the evaluation.
- 4.5.1 The health care professional's written opinion for hepatitis B vaccination must be limited to whether hepatitis B vaccination is indicated for an employee, and if the employee has received such vaccination.
- 4.5.2 The health care professional's written opinion for post exposure evaluation and follow-up must be limited to the following information:
- a. That the employee has been informed of the results of the evaluation;
 - b. That the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment; and
 - c. All other findings or diagnoses must remain confidential and cannot be included in the written report.
- 4.5.3 Medical Records required by the Bloodborne Pathogen Standard must be maintained in accordance with the recordkeeping section of this notebook.

5 Communication of Hazards to Employees

5.1 Labels

- 5.1.1 Warning labels are affixed to containers of regulated waste or other potentially infectious material.
- 5.1.2 Labels required by this section shall include the following legend:
- 5.1.3 These labels are fluorescent orange or orange-red or predominantly so, with lettering or symbols in a contrasting color.
- 5.1.4 Labels are affixed as close as feasible to the container by string, wire, adhesive, or other method that prevents their loss or unintentional removal.
- 5.1.5 Red bags or red containers may be substituted for labels.
- 5.1.6 Regulated waste that has been decontaminated need not be labeled or color-coded.

5.2 Information and Training

- 5.2.1 The company will ensure that all employees with occupational exposure participate in a training program which is provided at no cost to the employee and during working hours.
- 5.2.2 Training is provided as follows:
- a. At the time of initial assignment to tasks where occupational exposure may take place.
 - b. At least annually thereafter.
- 5.2.3 For employees who have received training on bloodborne pathogens in the year preceding the effective date of the standard, only training with respect to the provisions of the standard which were not included need be provided.

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- 5.2.4 Annual training for all employees is provided within one year of their previous training.
- 5.2.5 The company provides additional training when changes such as modification of tasks or procedures or institution of new tasks or procedures affect the employee's occupational exposure. The additional training may be limited to addressing the new exposures created.
- 5.2.6 Material appropriate in content and vocabulary to educational level, literacy, and language of employees is used.
- 5.2.7 The training program contains, at a minimum, the following elements:
 - a. An accessible copy of the regulatory text of this standard and an explanation of its contents;
 - b. A general explanation of the epidemiology and symptoms of bloodborne diseases;
 - c. An explanation of the modes of transmission of bloodborne pathogens;
 - d. An explanation of the company's exposure control plan and the means by which the employee can obtain a copy of the written plan;
 - e. An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials.
 - f. An explanation of the use and limitations of methods that will prevent or reduce exposure including appropriate engineering controls, work practices, and personal protective equipment;
 - g. Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment;
 - h. An explanation of the basis for selection of personal protective equipment;
 - i. Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine and vaccination will be offered free of charge [or, after exposure].
 - j. Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials;
 - k. An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available;
 - l. Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident;
 - m. An explanation of the labels and/or color-coding required by this standard; and
 - n. An opportunity for interactive questions and answers with the person conducting the training session.
- 5.2.8 The person conducting the training is knowledgeable in the subject matter covered by the elements contained in the training program as it relates to the workplace that the training will address.

6 Recordkeeping

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6.1 Medical Records

- 6.1.1 The company establishes and maintains an accurate record for each employee with occupational exposure, in accordance with 29 CFR 1910.20.
- 6.1.2 This record includes:
 - a. The name and social security number of the employee;
 - b. A copy of the employee's hepatitis B vaccination status including the dates of all the hepatitis B vaccinations and any medical records relative to the employee's ability to receive vaccination as outlined in Section V.B. of this notebook;
 - c. A copy of all results of examinations, medical testing, and follow-up procedures as outlined in Section V.C. of this notebook;
 - d. The company's copy of the healthcare professional's written opinion as outlined in Section V.E. of this notebook; and
 - e. A copy of the information provided to the health-care professional as outlined in Section V.D.2(b)(c) and (d).
- 6.1.3 Confidentiality. The company will ensure that employee medical records required by Section VII.A. are:
 - a. Kept confidential; and
 - b. Are not disclosed or reported without the employee's express written consent to any person within or outside the workplace except as required by this section or as may be required by law.
- 6.1.4 The company must maintain the records required by paragraph (h) of the standard for at least the duration of employment **plus 30 years** in accordance with 29 CFR 1910.20.

6.2 Training Records

- 6.2.1 Training records include the following information:
 - a. The dates of the training sessions;
 - b. The contents or a summary of the training sessions;
 - c. The names and qualifications of persons conducting the training; and
 - d. The names and job titles of all persons attending the training sessions.
- 6.2.2 Training records are maintained for three years from the date on which the training occurred.

6.3 Availability

- 6.3.1 The company ensures that all records required to be maintained by the standard will be made available upon request to OSHA for examination and copying.
- 6.3.2 Employee training records required by the standard must be provided upon request for examination and copying to employees, to employee representatives, and to OSHA.
- 6.3.3 Employee medical records required by the standard must be provided upon request for examination and copying to the subject employee, to anyone having the written consent of the employee, and to OSHA.

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6.4 Transfer of Records

- 6.4.1 The company will comply with the requirements involving transfer of records set forth in 29 CFR 1910.20(h).
- 6.4.2 If the company ceases to do business and there is no successor employer to receive and retain the records for the prescribed period, the company will notify OSHA, at least three months prior to their disposal and transmit them to OSHA, if required by OSHA to do so within that three month period.

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EMPLOYEES WHO HAVE ATTENDED TRAINING

DATE:

9/14/2009

Express Transportation Services

EMPLOYEE VACCINATIONS AND DECLINATIONS

EMPLOYEES WHO RECEIVED VACCINATIONS

DATES

EMPLOYEES WHO SIGNED DECLINATIONS

DATES

EMPLOYEES WHO RECEIVED VACCINATION ELSEWHERE

DATES

**HEPATITIS B VACCINE DECLINATION
(MANDATORY)**

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to me. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Name (Type or Print)

Signature

Social Security Number

Date

Express Transportation Services

**EXPOSURE REPORT FORM
EVALUATION OF EXPOSURE INCIDENT**

To be completed if blood or other potentially infectious material contacts an employee's eyes, mouth, or other mucous membranes; or if contact occurs through a break in the skin or a puncture wound. (One copy to employee. One copy to healthcare professional. One copy to employee's medical record file at central office.)

Employee name _____
Social Security number _____ Job title _____
Dates of employee's hepatitis B vaccination series _____
Date and time of exposure incident _____
Date and time employee was referred to licensed healthcare professional. _____

Description of the incident, including employee's duties as they relate to the incident, circumstances surrounding the incident, and route of exposure (type of material contacted, and whether contact was through eyes, mouth, etc.): _____

Did you have any open cuts, sores, rashes, etc., at the time you came in contact (Yes or No)? Describe: _____

Was personal protective equipment utilized to prevent this type of contact (Yes or No)? Describe: _____

If no, explain circumstances: _____

Name, address, and other identifying information regarding the **source individual**: _____

Has source individual been tested to determine HIV/HBV infectivity (Yes or No)?

Has exposed employee been notified of results of source individual's testing (Yes or No)?

Has exposed employee been notified of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual (Yes or No)?

If source individual refuses testing, document that legally required consent for testing can not be obtained: _____

Person making this report: _____

Signature

Date

The company must provide the exposed employee with a confidential medical evaluation and follow-up from a licensed healthcare professional immediately after exposure (within 24 hours). The information on this form along with a copy of the OSHA Standard must be provided to the healthcare professional. The cooperative must also provide the healthcare professional with all medical records in the possession of the cooperative which are relevant to the treatment of the employee. Within 15 days of the completion of the evaluation, the cooperative must provide the employee with a copy of the healthcare professional's written opinion.

EXPOSURE FOLLOW UP FORM

Name _____

Position _____

Exposure Date _____

Time of Exposure _____

Department _____

Division _____

Exposure Location _____

Exposure Source _____

Source's infectious disease diagnosis _____

Date employee received HBV vaccination _____

Other vaccinations and dates

**MEDICAL RECORDS FOR THE HEPATITIS B
VACCINATION**

Additional medical information connected with the hepatitis B vaccination will be kept in each employee's personal file at the Central Office and will include: (1) All medical records relative to the hepatitis vaccination; (2) All results of examinations, medical testing, and follow-up procedures; (3) The healthcare professional's written opinion; and (4) A copy of the information provided to the healthcare professional.

Name of Employee

**Social Security
Number**

**Date of
Hepatitis B Vaccinations**

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**CIRCUMSTANCES SURROUNDING EMPLOYEE'S JUDGEMENT
TO TEMPORARILY DECLINE THE USE OF PERSONAL PROTECTIVE EQUIPMENT**

To be completed if an employee temporarily and briefly declined to use personal protective equipment under rare and extraordinary circumstances when it was the employee's judgment that the use of such equipment would have posed an increased hazard to the worker.

Employee name _____

Social Security Number _____ Job title _____

Dates of employee's hepatitis B vaccination series _____

Date, time, and location of incident _____

Description of circumstances surrounding the incident, including basis for employee's decision to decline the use of personal protective equipment:

What changes will be made to prevent similar occurrences in the future:

Person making this report: _____
(Signature) (Date)

**INSTRUCTIONS FOR HOME-LAUNDERING OF
CONTAMINATED CLOTHING**

Clothing should be transported home in an impervious bag. The bag itself should be bagged in another plastic bag, closed tightly, and discarded with other household trash. Hands must be washed thoroughly after handling the soiled clothing in transferring it from the impervious bag to the home washing machine or other container used for terminal disinfection; handling must be kept to the absolute minimum. A good technique is to grasp the soiled clothing through the outside of the plastic bag, and to complete the transfer without hands-on contact.

WHITE & COLORFAST COTTONS, LIN

EN, RAYON, NYLON, DACRON, OR ORLON - should be washed in water as hot as the fabric can tolerate, in a home washing machine with 1 cup of household bleach added to the wash water and laundry detergent, or they can be washed by hand after soaking at least 10 minutes in again, as hot of water as is tolerated by the fabric, to which laundry detergent and 1 ounce (2 tablespoons) of household bleach per gallon of water have been added.

SILK, WOOL (or any other fabric that the previous method would damage), NONFAST COLORS - should be washed in warm water in a home washing machine with Lysol or other phenolic household disinfectant added to the wash water and laundry detergent. For Lysol or other products with approximately 5% phenols, add 1 cup of product to the washing machine. After washing and rinsing, these clothes must be washed without phenols and rinsed a second time to remove all possible toxic residues of phenols. Clothing can also be washed by hand with phenols in warm water; add 1 ounce (2 tablespoons) of approximately 5% phenolic household disinfectant per gallon of warm water together with the laundry detergent, and rinse thoroughly at least 3 times after washing.

Substance Abuse



Express Transportation Services

Express Transportation Services SUBSTANCE ABUSE POLICY

1. Purpose

Alcohol and drug abuse ranks as one of the major health problems in the United States. Our employees are our most valuable resource and their safety and health is of paramount concern. We are committed to providing a safe working environment to protect our employees and others; to provide the highest level of service; and to minimize the risk of accidents and injuries.

2. General Policy

Each Company employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair your reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic results. For these reasons, we have adopted a policy that all employees must report to work completely free from the presence of drugs and the effects of alcohol.

3. Drug Use/Distribution/Possession/Impairment

All employees are prohibited from manufacturing, cultivating, distribution, dispensing, possessing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on company property (including parking areas and grounds), or while otherwise performing their work duties away from company. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with their prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work, and from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

4. Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distribution, dispensing, possessing or using alcohol while at work or on duty. Furthermore, all employees are prohibited from having alcohol in their system while at work or on duty.

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5. Prescription Drugs

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. In addition, employees can report the use of prescription or nonprescription drugs that may affect drug tests by completing a written consent form. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

6. Notification of Impairment

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his or her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his or her immediate supervisor.

7. Who is Tested

Company shall conduct drug tests in the following circumstances:

Post-Accident. Employees involved in an injury-producing incident or illness during work where medical treatment by a medical practitioner is sought or required will be tested. This test shall be done within 8 hours of the injury/illness incident that resulted in medical attention. Failure to comply will be considered a "refusal to test".

8. Discipline

Violation of this policy or any of its provisions may result in discipline up to and including termination of employment.

9. Enforcement Policy

In order to enforce this policy and procedure, Company may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises and job sites, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and company vehicles, etc. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, to submit to screening or for failing to execute consent forms when requested by supervisor for testing.

10. Employee Assistance

The Company expects employees who suspect they have an alcohol or drug problem to seek treatment. The Company will help employees who abuse alcohol or drugs by providing a referral to an appropriate professional organization. However, it is the responsibility of the employee to seek, accept and pay for needed assistance before drug and alcohol problems lead to disciplinary action, including termination. Failure to enter, remain or successfully complete a prescribed

Express Transportation Services

treatment program may result in termination of employment. Confidentiality of records and information will be maintained in accordance with all local, state, and federal laws.

Entrance into a treatment program does not relieve an employee of the obligation to satisfy the Company's standards regarding an employee's performance, and participation will not prevent the Company from administering discipline for violation of its policies or relieve the employee of his/her responsibility to perform his/her job in a satisfactory, safe and efficient manner.

11. **Confirmation Testing** All urinalysis drug tests will utilize an initial immunoassay methodology or an equivalent. All positive results shall be confirmed by a licensed laboratory using gas chromatography/mass spectrometry (GC/MS) or an equivalent.

12. What Happens When An Employee Tests Positive For Prohibited Substances

All employees who test positive in a confirmed substance test will be subject to discipline up to and including discharge.

In those rare circumstances in which an employee is not immediately terminated for testing positive or for some other violation of the policy, the Company, in its sole discretion, may allow the employee to return to work pursuant to the employee executing an agreement acknowledging:

- a. That they tested positive or otherwise violated the policy; and
- b. That in exchange for Company not terminating them for this instance of testing positive or otherwise violating the policy, they agree to undergo rehabilitation counseling or other activities prescribed by Company coordinating physician in conjunction with management; to undergo periodic unannounced screening for a set period; and be subject to termination for any future violation of the policy.

13. Return/Continuing to Work

Employees who test positive, admit to drug or alcohol use or related misconduct, or voluntarily seek assistance, and are not terminated, will not be returned to work or continue working until they have been evaluated by a Company selected physician to determine if they can safely return to work.

Substance Abuse - CDL



SELF INSURED GROUP

Procedures for Establishing a Substance Abuse Testing Program

The following steps are provided as a guide to help you implement the Substance Abuse Testing Program. If you have any questions regarding these guidelines, contact Bob Arnold, Director of Safety with PGM Safety Services, at 775-887-2480 or 800-859-3177.

- Once you have established a drug-testing program, you must have a written policy. PGM Safety Services can provide you with a sample program. This program should be modified to include only the specific drug testing that you wish to implement, for example pre-employment and/or post-accident drug testing.
- This written policy must become part of your personnel policies. Have each new employee sign the policy receipt/notification form upon hire and keep this form in his/her personnel file. For your current employees, have each one sign the policy receipt/notification and add it to his/her personnel file. *The existing employees may not be drug tested for 30 days from the date the policy is signed. The policy is immediately effective for all new employees.*
- You must then contact a facility that does drug testing. The easiest approach is to establish the policy and give a copy of the policy to the occupational health center that you prefer and that is conveniently located. Emergency rooms at hospitals, usually, will not do drug testing. Pro Group Management has negotiated a price of \$35 for non-DOT drug testing with all Concentra Occupational Health Clinics for members of our groups. The usual fee for DOT drug testing is \$50. If you elect to use a different clinic, or if there is not a Concentra Clinic near you, you may contact the most convenient urgent care center to set up drug testing. We can usually provide suggestions. Again, the facility may ask for a copy of your drug-testing policy.
- After completing the written policy and establishing the drug testing at a local facility, send all employees to that center according to your specific policy. If an employee is treated in an emergency room for a workers' comp injury and not drug tested, you may still send him/her for post-accident drug testing to the contracted clinic. Drug testing should be done as quickly after a reported accident as possible.

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Appendices

- Appendix A - Drug Panel Chart
- Appendix B - Retention Times of Drugs in Urine
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- Appendix D - Drug Abuse & Alcohol Misuse Training Guide

SUBSTANCE ABUSE

1. **PURPOSE:** It is the policy of **Express Transportation Services** that its drivers be free of substance and alcohol abuse. Consequently, the use of illegal drugs by drivers is prohibited. Further, drivers shall not use alcohol or engage in "prohibited conduct" as defined herein. The overall goal of this policy is to ensure a drug-and alcohol-free transportation environment and to reduce accidents, injuries, and fatalities.
2. **CONSEQUENCES OF POLICY VIOLATION:** Any driver who becomes unqualified or engages in prohibited conduct as set forth herein may be subject to termination of employment.
3. **PROHIBITED CONDUCT:**
 - a. No driver shall report for duty or remain on duty while having an alcohol concentration of .02 or greater.
 - b. No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol unless the alcohol is manifested and transported as part of a shipment.
 - c. No driver shall use alcohol while performing safety-sensitive functions.
 - d. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
 - e. No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident or until he or she undergoes a post-accident alcohol test, whichever occurs first.
 - f. No driver shall refuse to submit to a post-accident, random, reasonable suspicion, return-to-duty, or follow-up alcohol or drug test.
 - g. No driver shall report for duty or remain on duty when the driver uses any controlled substance, except when use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to operate a commercial motor vehicle. Drivers must report use of prescription medicine to a Company management official prior to driving.
 - h. If a driver engages in prohibited conduct, the driver is not qualified to drive a commercial motor vehicle and shall be immediately removed from service. The Company may, in its discretion, at the request of the driver, keep the driver's position open while such driver attempts to become re-qualified. The Company may also take action against the driver up to and including termination.

4. **DEFINITIONS:**

Alcohol - The intoxication agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcohol Concentration (or content) - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

Alcohol Use - The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Company Property - All company owned or leased property used by Employees including but not limited to working facilities, apartments, parking lots, vehicles, lockers, desks, closets, etc.

Confirmation Test - For alcohol testing means, a second test, following a screening test with a result of .02 or greater alcohol concentration. For controlled substances testing means a second analytical procedure to identify the presence of a specific drug or a metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GS/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

Consortium - Means an entity, including a group or association of employers or contractors, that provides alcohol or controlled substances testing as required by this policy, or other DOT alcohol or controlled substances testing rules, and that acts on behalf of the employers.

Controlled Substance - Any substance identified in Part 40.21(a) of the FMCSR.

Driver - Means any person who operates a commercial motor vehicle for the company and/or in behalf of the company.

Drug - A drug is any chemical substance that produces physical, mental, emotional or behavioral change in the user. "Drug," as used herein, includes Controlled Substances, Illegal Drugs, and prescription drugs.

Drug Paraphernalia - Equipment, product or material that is used or intended for use in concealing an illegal drug or Controlled Substance or for use in injecting, ingesting, inhaling, or otherwise introducing into the human body and Illegal Drug or Controlled Substance.

Employer-(Management) - Means any person who owns or leases a commercial motor vehicle and/or assigns persons to operate such a vehicle in the course of employ. The term employer includes an employer's agents, officers and representatives.

Illegal Drug - Any Drug or derivative thereof which the use, possession, sale, transfer, attempted sale or transfer, manufacture or storage is illegal or regulated under any federal, state, or local law or regulation and any other drug, including (but not limited to) a prescription drug, used for any reason other than a legitimate medical reason and inhalants used illegally. Included is marijuana or cannabis in all forms.

Reasonable Cause - A belief by the Company that the actions or appearance of conduct

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of a driver are indicative of the use of a Controlled Substance, Illegal Drug, or alcohol or are indicative of a violation of this Policy or for which no other explanation is readily available. Reasonable Cause includes the concept of reasonable suspicion.

Refuse to Submit (to an alcohol or controlled substance test) - An employee and/or manager who: (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he/she has received notice of the requirement for urine testing, (3) engages in conduct that clearly obstructs the testing process.

Safety-sensitive function - Means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibilities for performing work; and as further defined in 382.107 of the FMCSR.

Screening test (also known as initial testing) - In alcohol testing, an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

Testing - A urine, and/or breath test as applicable to determine drug or alcohol content in the Employee's system. Testing will be required in the following instances:

- i. Pre-employment (alcohol test not required)
- ii. Reasonable Cause.
- iii. Random testing - without notice - 50% annual rate (drugs), 10% annual rate (alcohol)
- iv. On-the-job Injury Accident.
- v. Post-accident involving a motor vehicle per 49CFR 382.302.

Under the Influence - A state of having a blood alcohol concentration of 0.04 or more, or the state of not having the normal use of mental or physical faculties resulting from the introduction of alcohol into the body.

Testing - Random Testing without notice:

- vi. - 50% annual rate for drugs
- vii. - 10% annual rate for alcohol

3. **REFUSAL TO TEST:** Refusal to submit to the types of drug and alcohol tests employed by the Company will be grounds for refusal to hire driver/applicants and to terminate employment of existing drivers. A refusal to test is defined to be conduct that would obstruct the proper administration of a test. Refusing to sign the Alcohol Test Release Form is considered **refusal** to test. A delay in providing a urine, breath or saliva specimen could be considered a refusal. If a driver cannot provide a sufficient quantity of urine or breath, he/she will be evaluated by a physician of the company's choice. If the physician cannot find a legitimate medical explanation for the inability to provide a specimen (either breath or urine), it will be considered a refusal to test. In that

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circumstance the driver has violated one of the prohibitions of the regulations.

4. **TYPES OF TESTS:** Pursuant to regulations promulgated by the Department of Transportation (DOT), the Company has implemented six circumstances for drug and alcohol testing: (1) pre-employment (drug testing only); (2) post-accident testing/on-the-job injury accident; (3) random testing; (4) reasonable suspicion testing; (5) return-to-duty testing; and (6) follow-up testing.
 - a. **PRE-EMPLOYMENT TESTING:** No employer shall allow a driver to perform a safety sensitive function until they have received the negative controlled substance test result.
 - b. **RANDOM TESTING:** The company is to randomly test drivers at a minimum annual percentage rate of 10% of the number of drivers for alcohol testing, and 50% for controlled substances testing. The random alcohol test must be performed immediately prior, during or immediately after a driver is about to, or has performed a safety sensitive function as defined in Section 382.107. All drivers must have an equal chance of being selected.
 - c. **POST-ACCIDENT TESTING:** As soon as practicable following an accident involving a commercial motor vehicle operating on a public road in commerce, each employer shall test for alcohol and controlled substances each surviving driver; Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or Who receives a citation under State or local law for a moving traffic violation arising from the accident, if the accident involved: Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
 - d. **ON-THE-JOB INJURY ACCIDENT:** The Company will require a driver involved in any injury producing incident to submit to drug testing. Any driver that tests positive on the drug test at the levels set forth in this Policy will be subject to immediate disciplinary action, up to and including termination.
 - e. **REASONABLE SUSPICION TESTING:** An employer shall require a driver to submit to an alcohol and/or controlled substance test when the employer has reasonable suspicion to believe that the driver has violated the prohibitions concerning alcohol and/or controlled substances. The employer's determination that controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body orders of the driver. The required observations shall be made by a supervisor or company official who is trained in accordance with 382.603.
 - f. **RETURN-TO-DUTY:** Each employer shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by subpart B of this part concerning alcohol or controlled

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substances, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02, or the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

- g. **FOLLOW-UP:** If a Substance Abuse Professional has determined that a driver needs assistance for the misuse of alcohol, or for use of a controlled substance, an employer must ensure that the driver is subject to follow-up testing. A minimum of six tests must be conducted in the first 12 months, and the driver may only be subject to this test for a maximum of 60 months.
- 5. **INQUIRIES TO PREVIOUS EMPLOYERS:** A motor carrier, with the driver's written authorization, shall inquire about the following information on a driver from the driver's previous employers for a period of two years preceding the driver's date of application:
 - a. Alcohol tests with a result of 0.04 alcohol concentration or greater;
 - b. Verified positive controlled substances test results; and
 - c. Refusals to be tested.
- 6. **DRUG URINALYSIS:**
 - a. Drug testing will be performed through urinalysis. Urinalysis will test for the presence of drugs and/or metabolites of the following controlled substances: (1) marijuana; (2) cocaine; (3) opiates; (4) amphetamines; and (5) phencyclidine (PCP). The urinalysis procedure starts with the collection of a urine specimen. Urine specimens will be submitted to a DHHS-certified laboratory for testing. As part of the collection process, the specimen provided will be split into two vials; a primary vial and a secondary vial. The DHHS-certified laboratory will perform initial screening on all primary vials. In the event that the primary specimen tests positive, a confirmation test of that specimen will be performed before being reported by the laboratory to the Medical Review Office (MRO) as a positive. All laboratory results will be reported by the laboratory to a Medical Review
 - c. Officer (MRO) designated by the Company. Negative test results shall be reported by the MRO to the Company. Before reporting a positive test result to the Company, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact the Company management official designated in advance by the Company, who shall, in turn, contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. In the MRO's sole discretion, a determination will be made as to whether a result is positive or negative. If, after failing to contact the MRO after 5 days, or if the driver cannot be contacted at all within 14 days, the MRO may

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verify the test as positive. After any positive verification the driver may petition the MRO to reopen the case for reconsideration.

- d. Pursuant to DOT regulations, individual test results for driver/applicants and drivers will be released to the Company and will be kept strictly confidential unless consent for the release of the test results has been obtained. Any individual who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.
- e. An individual testing positive may make a request of the MRO to have the secondary vial tested. The secondary vial may be tested by a different DHHS-certified lab than tested the primary specimen. The individual making the request for a test of the second specimen is timely if it is made to the MRO within 72 hours of the individual being notified by the Company of a positive test result.

7. ALCOHOL TESTS:

- a. The Company will perform alcohol testing using a device that is on the National Highway Traffic Safety Administration's (NHTSA) Conforming Products List (CPL) and meets the DOT's testing requirements. This may be a breath testing device or a saliva-based testing device, and may be provided through a vendor or agent. The device will be operated by a technician who is certified and trained on the specific device he or she will be operating. The driver shall report to the alcohol testing site as notified by the Company. The driver shall follow all instructions given by the alcohol technician.
- b. Any initial test indicating a blood alcohol concentration (BAC) of .02 or greater will be confirmed on an evidential breath testing device (EBT) operated by a breath alcohol technician (BAT). The confirmation test will be performed no sooner than 15 minutes and no later than 30 minutes following the completion of the initial test. In the event the confirmation test indicates a BAC of .02 to .0399, the driver shall be removed from duty for 24 hours or until his/her next scheduled on-duty time, whichever is longer. Drivers with tests indicating a BAC of .04 or greater are considered to have engaged in prohibited conduct, which may result in disciplinary action up to and including termination. All alcohol tests shall be performed just prior to, during, or just after duty.

8. TRAINING: Every motor carrier shall provide educational materials explaining the requirements of the regulations as well as the employer's policies regarding alcohol misuse and controlled substance abuse. At a minimum, detailed discussions should include:

- a. The identity of the person designated to answer drug and alcohol questions
- b. Which drivers are subject to these requirements what behavior is prohibited, and a clarification of what a "safety sensitive function" is.
- c. The circumstances under which a driver will be tested, and the procedures that

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- will be used for testing.
- d. Explanations of the requirements that a driver submit to the testing, as well as what constitutes a driver's refusal to submit to testing
 - e. The consequences for drivers who have violated the testing requirements.
 - f. Information concerning the effects of alcohol misuse, and controlled substances abuse on health, work, and personal life.
9. **EMPLOYEE ASSISTANCE PROGRAM:** Normal Company benefits, such as sick leave and the group medical plan, are available to aid in the rehabilitation process. If the available assistance fails or is obviously inappropriate given the nature of the drug use/alcohol and the employees position, the penalty for drug use or alcohol abuse may be termination of employment.
- Note: Additional information and assistance may be obtained by referring to the *Drug Abuse and Alcohol Misuse Training Guide for CDL Drivers* that is being made a part of this policy. Included with this guide is the "designated person" information to call for answering questions and/or referral.
10. **EDUCATIONAL MATERIALS:** The Company shall provide educational materials that explain the requirements of § 382.601, consequences of violating the regulations, and the employer's policies and procedures with respect to meeting these requirements. The materials supplied to drivers may include information on additional employer policies with respect to the use or possession of alcohol or controlled substances, for example, the consequences for a driver found to have a specified alcohol or controlled substances level based on the employer's authority independent of § 382.601. The Company shall ensure each driver is required to sign a statement certifying that he or she has received a copy of these materials described in § 382.601.
11. **LOCATION OF RECORDS:** All required records shall be maintained in a secure location with limited access, and shall be made available for inspection by an authorized representative of the Federal Motor Carrier Safety Administration.

This policy is not intended nor should it be construed as a contract between the Company and the employee. This policy may be changed at any time at the sole discretion of the Company.

The Substance Abuse Program Manager for **Express Transportation Services** is *(Name)*.

Program Manager Signature

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Appendix A

DRUG PANEL CHART

Drug	Screening Method	Screening Test Level	Confirmation Method	Minimum Confirmation Level
Amphetamines Amphetamine Methamphetamine	RIA RIA	1000ng/ml 1000ng/ml	GC/MS GS/MS	500ng/ml 500ng/ml
Cocaine Benzoylecgonine	RIA	300ng/ml	GS/MS	150ng/ml
Marijuana THC Metabolite	RIA	50ng/ml	GS/MS	15ng/ml
Opiates Codeine Morphine	300ng/ml RIA	GC/MS 300ng/ml	300ng/ml GC/MS	300ng/ml
Phencyclidine (PCP)	RIA	25ng/ml	GC/MS	25ng/ml

Note: In certain instances, EIA may replace RIA as the screening method.

RIA - Radio Immunoassay
 EIA - Enzyme Immunoassay
 GC- Gas Chromatography
 GC/MS - Gas Chromatography/Mass Spectrometry
 ng/ml - Nanograms per millimeter (a nanogram is one billionth of a gram)

NOTE:

I. THE DRUG AND ALCOHOL TEST AUTHORIZATION IS MANDATORY PART OF THE DRUG/ALCOHOL TEST PROGRAM.

- A. If an applicant refused to sign this form and to permit proper samples to be collected, the employment procedure must be halted and the applicant **WILL NOT** be hired.
- B. If an existing or current Employee refuses to sign this form as part of a Reasonable Cause test or any federally required test for driver, the refusal should be treated as a **VOLUNTARY QUIT**.

II. PROCEDURAL STEPS FOR USE OF THE TEST AUTHORIZATION

- A. Have the applicant or Employee sign this form prior to any test samples being collected.
- B. Give the clinic or doctor the second/pink copy when the applicant/Employee is sent in for the purpose of a blood or urine sample being collected.
- C. Retain the third/yellow copy of the signed form and send the original/white copy to Safety.

Appendix B

RETENTION TIMES OF DRUGS IN URINE

DRUG	APPROXIMATE RETENTION TIME
Amphetamines	48 hours
Barbiturates	Short-acting (e.g., secobarbital) 24 hours Long-acting (e.g., phenobarbital) 2-3 weeks
Benzodiazepines	3 days if therapeutic dose ingested
Cocaine Metabolite	2 to 4 days
Methadon	Approximately 3 days
Opiates	2 days
Propoxyphene	6 to 48 hours
Cannabinoids	Moderate smoker (4 times/week) – 5 days Heavy smoker (smoking daily) – 10 days *Retention time for chronic smokers may be 20
Methaqualone	2 weeks
Phencyclidine	Approximately 8 days

*Note: interpretation of retention time must take into account variability of urine specimens; drug metabolism and half-life; patient's physical condition; fluid intake; and method and frequency of ingestion. These are general guidelines only. Detection limits may also be affected by the type of test and/or the analytical sensitivity.

Appendix C

BAC CHART

APPROXIMATE BLOOD ALCOHOL PERCENTAGE										
DRINKS	BODY WEIGHT IN POUNDS									
PER HR	100	120	140	160	180	200	220	240		
1	.04	.03	.03	.03	.02	.02	.02	.02		
2	.08	.06	.05	.05	.04	.04	.03	.03		
3	.11	.09	.08	.07	.06	.06	.05	.05		
4	.15	.12	.11	.09	.08	.08	.07	.06		
5	.19	.16	.13	.12	.11	.09	.09	.08		

Appendix D

Drug & Alcohol Misuse Training Guide

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INTRODUCTION

DRUNK DRIVER COLLIDES WITH BUS - 37 DIE!

BUS OVERTURNS - 1 DEAD, 18 INJURED. DRIVER DUI!

***AMTRAK TRAIN SLAMS INTO LOCOMOTIVE - 16 DIE.
175 INJURED. ENGINEER HIGH ON MARIJUANA.***

***HEAD-ON COLLISION KILLS MOTHER AND CHILD.
SLIGHTLY INJURED PICKUP DRIVER
☺ DRUNK AS A SKUNK, ☹ SAYS WITNESSES.***

These are just a few of the headlines that have shocked the nation in recent years, resulting in a wide-spread "call-to-action" against substance abuse and alcohol misuse.

Today, more than ever, drugs and alcohol in the workplace have become a serious problem.

Let's look at some statistics:

1. Every 23 minutes a death occurs as a result of a drug or alcohol related accident.
2. A typical abuser is:
 - a. Late to work 3 times more often
 - b. Requests twice as much time off
 - c. Is absent 2 ½ times more than the average worker
 - d. Uses 3 times as many sick benefits
 - e. Collects 5 times as much worker's compensation
 - f. Has 300% higher medical costs and benefits.

If these statistics haven't convinced you that the problem is serious, let's look at a few more.

A recent national survey reported that:

1. 19% of ALL children over the age of 12 have used some type of illegal drug.
2. 65% of 18 to 25 year olds have used some type of illegal drug, which his an increase of 1600% in eleven years!
3. 30 to 40 million Americans stated they have used cocaine.
4. By age 17, 70% of American teenagers have tried alcohol.

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So, as you can see, drug and alcohol abuse is a serious problem, having a major effect on all our lives. Even though you may not be abusing drugs or alcohol, you are affected by the results of drug and alcohol abuse in our society. You pay higher medical costs to help cover the costs for abusers who cannot afford the cost of treatment. You pay higher insurance costs to help fund the drug and alcohol abuse programs paid for by insurance companies. The materials and services you buy cost more because of decreased worker productivity, as well as increased costs to employers.

You pay more in automobile insurance to help cover the costs of accidents caused by drunk or drug impaired drivers. As many as 50% of all traffic fatalities are a result of drug or alcohol abuse. According to the National Safety Council, 40,300 deaths occurred in 1992 because of vehicle collisions. As many as 50% of them could have been prevented if those drivers were not drinking and driving.

Because drug and alcohol abuse has become such a major problem, the Department of Transportation has passed regulations requiring that all employees in safety sensitive positions undergo drug and alcohol awareness training, and be tested for drug or alcohol abuse.

Whether you drive a tractor-trailer, school bus, motor-coach, dump truck or some other type of vehicle, you are affected by these regulations. As the operator of a commercial motor vehicle, you have an important responsibility. Every time you get behind the wheel of your vehicle you become the caretaker of not only your life, but the lives of all the motorists with whom you share the road.

Because of this responsibility, the Department of Transportation and your employer want you to be aware of the effects of drugs and alcohol, and want you to know where to get help if you, or someone you know needs it.

HISTORY OF DRUG AND ALCOHOL TESTING IN THE TRANSPORTATION INDUSTRY

In December of 1990, certain segments of the transportation industry began drug testing and training of their employees. The original regulation requiring this testing and training was found in the *Federal Motor Carrier Safety Regulations (FMCSR), Part 391, Subpart H*. It required that all companies involved in the interstate shipment of goods test and train their drivers for substance abuse.

Generally, this regulation, *FMCSR Part 391, Subpart H*, only pertained to trucking companies which crossed state lines, or in some way were involved in the interstate shipment of goods or products. Excluded from drug testing under this regulation were intrastate (which means the drivers do not cross state lines) carriers, school bus operators, utility companies, transit operators, drivers employed by city, state or county governments and other modes of transportation not involved in the interstate shipment of goods or products.

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In the fall of 1991, the United States Congress passed into law the **Omnibus Transportation Employee Testing Act of 1991**. This Act required the Department of Transportation to establish drug **and alcohol** testing and training regulations for all drivers of commercial motor vehicles, who are required by law to have a commercial drivers license.

The Department of Transportation responded, and on March 17, 1994, issued the **FMCSR 49 CFR, Part 392, Subparts A through F**.

WHEN DOES FMCSR 49 CFR, PART 382 GO INTO EFFECT?

These regulations go into effect on January 1, 1995, for organizations with 50 or more drivers.

Organizations with less than 50 drivers have until January 1, 1996 to implement these regulations.

WHO MUST COMPLY WITH FMCSR 49 CFR, PART 382?

When fully implemented, this new regulation will completely replace the old drug testing regulations which were contained in Part 391.

You must comply with these regulations if:

You hold a commercial drivers license and

1. Operate a commercial motor vehicle with a gross weight vehicle rating (GWVR) of 26,000 lbs. or higher.
2. Operate a vehicle with a manufacturer's rating to transport 16 or more persons, including the driver.
3. Operate a vehicle requiring hazardous material placards to be displayed.

Simply put, any driver who is required by job function to be in possession of a CDL and to be "Driver Qualified", must be tested for both alcohol and drugs.

DRIVER TRAINING REGULATIONS

Your employer must tell you who in your organization has been designated to answer questions regarding FMCSR 49 CFR, Part 382. Record that information on the inside back cover of this handbook.

These materials must explain your employer's policies and procedures with respect to the requirements of Part 382. The regulations require that your employer give you the "educational material" in writing. Your employer is also required to give written notice to any employee organization that these "educational materials" are available.

The material found in this **DRUG ABUSE and ALCOHOL MISUSE TRAINING GUIDE** for

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CDL DRIVERS meets all of the requirements for training and distribution or educational materials.

Enclosed with this handbook is a "Driver Handbook Receipt and Certification of Training". Upon receipt of this educational material your employer will request that you complete and sign this form and return it to the Company. This is the verification that you received the "educational material" required by the regulations. This form will be kept in your Driver Qualification File.

WHEN DOES FMCSR 49 CFR, PART 382 APPLY?

These regulations apply to employees involved in the transportation industry when they are performing "safety-sensitive" functions. For commercial drivers, safety-sensitive means on-duty time.

On-duty time is defined as all time from the time a driver begins to work, or is required to be in readiness to work, until the time the driver is relieved from work.

Of course, this includes all time spent driving. But it also includes all time spent inspecting the vehicle, loading or unloading, all time waiting to load or unload or to leave on a trip unless the driver has been specifically relieved of duty.

Simply stated, a driver is considered to be performing a safety-sensitive function during any period in which he is actually performing, ready to perform or immediately available to perform a safety-sensitive function.

As it pertains to drinking any alcoholic beverages, the regulation also says that no driver may consume alcohol within 4 hours of going on duty. Therefore, the period of the work day for which you must be in compliance would be 4 hours prior to actually reporting for work and during all time thereafter while on duty or available to be on duty.

For more information regarding the term "on-duty time", refer to the *Federal Motor Carriers Safety Regulations (FMCSR) Part 395.2*.

PROHIBITIONS

If you violate any of the alcohol or drug prohibitions found under *Subpart B of 49 CFR 382*, the regulations require your employer to take certain, specific actions.

Before discussing the actions which your employer must take, let's look at the prohibited practices.

Part 382.201 - ALCOHOL CONCENTRATION

No driver shall report for duty or remain on duty in a safety-sensitive function while having an

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alcohol concentration of 0.04 or greater. *However, a driver whose alcohol test indicates an alcohol concentration of 0.02 or greater but less than 0.04, must not perform or continue to perform any safety-sensitive functions for the employer for a minimum of 24 hours.*

Part 382.204 - ALCOHOL POSSESSION

No driver will be on duty or operate a commercial motor vehicle while the driver possesses any alcohol. The only exception to this is if the alcohol is manifested and being transported as part of a shipment. In which case, obviously, it had better not be in the cab or in reach of the driver while driving.

Part 382.205 - ON-DUTY USE

No driver shall use alcohol while performing a safety-sensitive function.

Part 382.207 - PRE-DUTY USE

No driver shall perform a safety-sensitive function within four hours after using alcohol.

Part 382.209 - USE FOLLOWING AN ACCIDENT

No driver required to take a post-accident alcohol test shall use alcohol for eight (8) hours following the accident, or until the driver has taken the post-accident alcohol test, whichever occurs first.

Part 382.211 - REFUSAL TO SUBMIT TO A REQUIRED ALCOHOL OR CONTROLLED SUBSTANCE TEST

No driver shall refuse to submit to any of the following alcohol or controlled substance test:

- a) Pre-Employment
- b) Post-Accident
- c) Random
- d) Reasonable Suspicion
- e) Follow-Up
- f) Return to Duty

Part 382.213 - CONTROLLED SUBSTANCE USE

No driver shall report to work, or shall work in a safety-sensitive function, if that driver uses any controlled substance. The only exception to this would be if a physician prescribes any medication containing a controlled substance and the physician advises you that the substance will not adversely affect your ability to operate a commercial motor vehicle. Your employer has the right to require you to report the use of any therapeutic drug.

Part 382.215 - CONTROLLED SUBSTANCES TESTING

No driver shall report for duty, remain on duty or perform any safety-sensitive function if that driver tests positive for controlled substance.

WHAT DRUGS ARE COVERED UNDER FMCSR 49 CFR, PART 382?

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As stated in Part 382, screening will be done for the following drugs:

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine (PCP)

FACTS ABOUT AMPHETAMINES

Amphetamines are central nervous system stimulants. They tend to make people "hyper" and "jumpy". They can be taken either orally or injected. They are often used by drivers to stay awake and to counteract the effects of drowsiness. They are especially dangerous to take while driving.

Signs and Symptoms of Amphetamine Use:

• Hypersensitivity	• Grinding Teeth	• Loss of Appetite
• Exhaustion	• Numerous Pills	• Dry Mouth
• Dilated Pupils	• Sweating	• Excessive Talking

Effects on Driving:

• More likely to take risks	• Delayed reaction time
• Impaired judgment	• Impaired muscle coordination

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- | | |
|---|--|
| <ul style="list-style-type: none">• Over-actions when driving, such as:<ul style="list-style-type: none">Over-brakingOver-accelerationOver-steering | |
|---|--|

FACTS ABOUT COCAINE

Cocaine also stimulates the central nervous system. It gives the user an intense feeling of well-being, or euphoria, known as a "high". The "high" will last for 10 to 60 minutes. A more potent form of the drug called "crack" cocaine is especially addicting and dangerous. Although its "high" lasts only about 5 to 8 minutes, "crack" cocaine can be addicting after only one use, and can cause death the first time it is used. Cocaine can be injected, snorted, or free-based. Snorting is sniffing the drug up the nose, and free basing is done by heating the drug and inhaling the vapors.

Signs and Symptoms of Cocaine Use:

• Mood Swings	• Depression	• Bad Breath
• Weight Loss	• Nose Bleeds	• Euphoric Feeling
• Restlessness: Difficulty sitting or standing in one place	• Irritable, angry, nervous, argues easily	• Running Nose, Uncontrollable sniffing

Effects on Driving:

• Slowed reaction time	• Slow to make decisions
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<ul style="list-style-type: none">• Slower response to traffic situations	<ul style="list-style-type: none">• Unable to correctly measure time and distance.
<ul style="list-style-type: none">• Distorted vision and depth perception	

FACTS ABOUT MARIJUANA

Marijuana is a depressant and mind altering drug. Marijuana does not depress the central nervous system's reaction, it works on the brain. Mind altering means it causes hallucinations. It can be eaten or smoked. Street names for marijuana are "dope", "grass" "joint", "hash", or "hooch". Drivers of commercial motor vehicles put themselves and others in danger when they use marijuana and drive. Tests have shown that a driver's reflexes and thought processes are slower under the influence of marijuana. The effects of this drug are longer lasting than first thought. In fact, impairment can last more than 24 hours after using marijuana. The body actually stores the drug for days, weeks, and in some cases, months, depending on the frequency of use.

Signs and Symptoms of Marijuana Use:

<ul style="list-style-type: none">• Dilated Pupils	<ul style="list-style-type: none">• Slowed Reflexes	<ul style="list-style-type: none">• Slowed Thinking
<ul style="list-style-type: none">• Giddiness	<ul style="list-style-type: none">• Moodiness	<ul style="list-style-type: none">• Trance-Like State
<ul style="list-style-type: none">• Impaired Visual Tracking	<ul style="list-style-type: none">• Reduced Concentration	<ul style="list-style-type: none">• Odor of Burning Rope
<ul style="list-style-type: none">• Unable to Sleep After Prolonged Use	<ul style="list-style-type: none">• Often Drives Slower Than Speed Limit	<ul style="list-style-type: none">• Short-Term Memory Loss

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Signs To Look For:

• Cigarette rolling paper	• Hash pipe (very small pipe)
• Roach clip (device to hold joint)	• Dried plant material, either crumbled or pressed together in a small, hard clump

Effects of Driving:

• Slowed reaction time	• Slow to make decisions
• Slower response to traffic situations	• Unable to correctly measure time and distance
• Distorted vision and depth perception	

Whenever marijuana is taken with alcohol, the effects of both are magnified many times over. It is very important that a driver knows that the effects of marijuana are unpredictable. The effects will vary depending on the quality of the drug, the tolerance of the user, and the dosage or amount taken. Be aware that the marijuana of today is up to 15 times stronger or more potent than the marijuana of the 60's, and it sometimes contains fillers such as PCP, or other more dangerous chemicals.

FACTS OF OPIATES

Opiates are classified as a narcotic analgesic. They tend to have a sedating, calming effect, and act as a depressant to the central nervous system. Opiates were more commonly known as morphine, codeine, and heroin. Street names for opiates are "junk", "smack", "horse" and "brown sugar".

Opiates are prescribed by doctors to relieve pain, but they are used by the abuser to relax or "escape from the real world". They can either be taken orally, injected or smoked.

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When the drug is injected, the user feels an immediate "rush", usually followed by a very relaxed and soothing feeling. However, some opiates can cause very unpleasant side effects such as nervousness, nausea, and restlessness, and, if taken in excess, may cause coma or death.

Signs and Symptoms of Opiate Use:

• Mental Confusion	• Slurred Speech	• Unsteadiness
• Memory Loss	• Hostility	• Drowsiness
• Excess Talking	• Euphoria	• Depression
• Cold, Moist or Bluish Skin	• Short Attention Span	• Reduced Feeling to Pain

Effects on Driving:

• No concentration on driving-day dreaming	• Distorted sense of time and distance
• Distorted vision	

FACTS ON PHENCYCLIDINE (PCP)

Phencyclidine, commonly called "Angel dust", is known as a disassociative anesthetic. Users of PCP may experience hallucinations and signs of intoxication. They may not be able to focus their attention or will experience confusion and lack of coordination. Although PCP has immediate short term effects, it is also known for its long term effect of causing psychotic behavior often associated with violent acts. Other street names for PCP include "hog", and "crystal". PCP may be smoked, snorted or injected.

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Signs and Symptoms of PCP Use:

• Delusions	• Increased Blood Pressure
• Confusion	• Anxiety
• Panic	• Flashbacks

Effects on Driving:

• More likely to take risks	• Impaired coordination
• Aggressive actions with vehicle	

OVER-THE-COUNTER and PRESCRIPTION DRUGS

Just because it's legal to purchase non-prescription medicine over the counter, it doesn't mean they are legal or safe to use while driving. DOT regulations do not permit drivers to take anything that can affect their ability to drive. For example, certain cold remedies contain antihistamines. Antihistamines may make the driver drowsy. If the warning on the box or label clearly states: *"Product may cause drowsiness: Do not operate heavy equipment or machinery while taking"*, **it is a violation of DOT regulations to take it and drive a commercial motor vehicle.**

Over-the-counter stimulants such as "Be-Alert" or "No-Doz" or "Stay Awake", are all considered legal, and are used by drivers to stay awake. However, these products only keep the driver's eyes open. They cannot overcome the effects of fatigue on the body. Thought processes and reaction speed are still those of a person who is tired and fatigued. And in an emergency, this driver may not be able to perform as well as if he were well rested.

What About Prescription Medicine?

It is okay to take prescription medicine as long as it has been prescribed by a doctor? Well,

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maybe...but not if the prescription medication contains ingredients which may make you drowsy. When talking with a doctor, be sure the doctor knows what kind of work you do so the doctor can prescribe a medicine that won't affect your ability to drive. ***Your employer has the right to require that you inform him of any medications you are taking.***

DRUG TESTING PROCEDURES

The DOT prescribes that a process known as a urinalysis be used to test for the five drugs. To maintain the accuracy and integrity of the tests, and to protect the rights of the employee, a very strict procedure must be followed. Let's discuss each procedure in detail so that you understand exactly how the process will be performed.

Specimen Collection:

1. When it is your turn to report for a drug test, you will be sent to a collection site, usually a clinic or doctors office, hospital, etc., which has ben approved for the collection of urine and blood samples for testing. The site must have the authorized personnel, equipment and facilities to properly obtain the samples and forward them a DHHS certified drug testing laboratory.

The collection site must have adequate security to prevent the specimen from being tampered with in any way. Only you and an authorized collection person will be permitted to handle the specimen. It will be done in such a way as to assure that the specimen has not been adulterated or contaminated in any way, and that the specimen is in fact yours.

2. When you arrive at the testing site, the collection site person must make a positive identification. This can be done with your photo ID, or if the employer has sent a company representative with you, the representative can provide identification or verification. If the person to be tested cannot be positively identified, the procedures will stop at that point and no specimens will be taken.
3. Once proper identification has been established, you will be asked to take off any unnecessary clothing such as a coat or jacket. This is done so that you cannot conceal or hide anything which may be used to contaminate or adulterate the specimen. It is also done to prevent anyone from bringing urine donated by someone else. Some collection sites have policies that require you to remove all clothing and put on a hospital type gown. In either case, you may keep your wallet. You also have the right to request a receipt for items removed.
4. You will be requested to wash and dry your hands. This is done to remove any substances which may be on the hands or under the fingernails which may be used to contaminate the specimen. Once this has been done, you will be required to remain in the presence of the authorized collection site person, and will not be permitted to go near anything which could be used to contaminate the specimen.

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5. Next, you will be given a specimen bottle and asked to provide a specimen. You will be permitted to go into the rest room or stall alone to provide the specimen. Once inside you will see that the water in the toilet has been dyed blue and that there is no access to a workable faucet.

What if you can't provide a specimen? Collection site personnel will instruct you to drink up to 24 oz. of fluids during a two hour period, during which time you may try again to provide a specimen.

6. Once you have provided the sample, give to the appropriate site person. You must remain in view of the specimen at all times until it has been sealed in the proper shipping container.

The site personnel perform several tests on the sample, to make sure it is in fact yours and that it has not been contaminated. First he or she will look at the specimen to detect any impurities or discolorations. Then the specimen will be checked to determine if it is the proper temperature.

The temperature must be read within four minutes from the time it leaves your body. The temperature range must be between 90.5 degrees Fahrenheit and 99.8 degrees Fahrenheit. If it is not within this range, that is reason to believe that the specimen has either been altered or substituted. In other words, you will be suspected of either sneaking in someone else's urine, or watering the specimen down, or altering it in some way.

7. Assuming that the temperature is within the proper range, and the sample looks as it should, a tamper proof seal will be placed over the top of the bottle and down both sides. Written on the seal will be your identifying number, date and any other information required by your employer, such as company name. You will be asked to initial the seal guaranteeing that its content is in fact the sample you provided. The sample will then be placed in an envelope. The site collection person will fill out and sign the drug testing custody form, certifying that the sample was obtained in accordance with the federal requirements. You will be asked to read and sign a statement certifying that the sample enclosed is in fact yours. The site collection person will complete the "Chain of Custody and Control" form. They will be sealed in an envelope, then the specimen and envelope will be sealed in a shipping container and sent to a US DHHS approved lab for testing.

However, if a site collection person receives a specimen that does not appear to be the right color or the temperature is not in the proper range, the driver will be asked to provide another specimen. This time a person of the same sex will accompany him/her into the bathroom, and watch the sample being provided. After that, the same procedures for testing, sealing and initializing will be provided and both this sample and the one suspected of being tampered

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with will be sent to the US DHHS approved lab for testing.¹

DRUG TESTING PROCEDURES:

Assuming that the specimen was not tampered with, and the Chain of Custody Form and the Control Form were completed correctly, and the shipping container arrived at the designated lab unopened, the specimen will then be processed.

1. Once the sample is received at the US DHHS approved lab, the lab begins their own internal Chain of Custody Form to assure the specimen is not tampered with. The shipping container will be opened and a lab technician will inspect the Chain of Custody Form, Control Form, and the seal on the bottle looking for any discrepancies. If any discrepancies are noted, the lab has the right to request that a new sample be obtained.
2. Assuming no discrepancies are noted, the lab will inspect the sample for contamination or alteration. This inspection will be conducted by looking at the sample and testing the sample for specific gravity. If the specific gravity is not within certain tolerances, or if any other discrepancies are noted with the sample, the lab has the right, and obligation, to require that another sample be obtained.

There is no way that a driver can alter the urine to avoid detection. The alteration will be detected and new samples must be provided under direct observation. This system can't be beat. For a driver to try simply makes matters worse.

3. Assuming the urine sample has been determined to have been collected properly, and that no alterations or contaminants are suspected, the sample will undergo an Initial Screen Test. This test is called the **EMIT Test** or **EMIT Assay**. If any of the five drugs being tested for are present in the urine, a chemical reaction will occur. The amount of the drug(s) in the urine determines the strength of the chemical reaction. Certain cutoff levels for the Emit Assay Test, for the selected 5 tested drugs have been established by the DOT. A nanogram is the measure of unit used for this test.

If the initial Emit Assay Test shows that one or more of the drugs are present at a certain level, it is required that a second, extremely accurate test be conducted on the sample. This test is called the **GAS CHROMATOGRAPHY/MASS SPECTROMETRY (GS/MS)**.

This test is believed to be the most sensitive and accurate drug test available. Each drug has its own fingerprint. The GC/MS basically looks for the fingerprint, identifies it, and determines the level of that drug in the urine. The scientific community agrees that if an initial EMIT Test is positive, then confirmed by the GC/MS, this then is evidence of drug

¹Effective August 15, 1994, samples will be split. Security provisions in (7) above must be followed for both resulting samples.

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use. Scientists state that this combination of tests is 99.9% accurate, and will be upheld in a court of law.

Can the lab be wrong?

Can they make an error?

Can their equipment be malfunctioning?

The answer is **YES**, error may occur. What protection then, do you have to guarantee that you will not be falsely accused of drug abuse because of some type of mistake by the lab?

First, the lab to which your urine sample will be sent must be approved by the U. S. Department of Health and Human Services (US DHHS). The approval procedures are stringent. In order to receive this approval, the lab must prove that they adhere to the highest standards of quality control. In order for approval to be granted, the lab must also agree to have blind samples sent to them for testing. A large number of blind samples are routinely sent to each DHHS approved lab. The blind samples contain a known quantity of a known drug. These blind samples are sent to the lab by the government and companies. The lab management also routinely sends through its own blind sample. The laboratory technicians conducting the test have no way of knowing which of the samples are blind and which belong to an actual driver. If the technician conducting the testing misses a blind sample or incorrectly reports a wrong drug or amount, that lab risks losing their DHHS certification. Obviously, since there are so few DHHS approved labs, losing the certification could cost the lab millions of dollars in revenue. If for no other reason, labs work very hard to maintain the highest quality control standards available. Also, think about this. If a lab is suspected of finding false positives, they could be required to re-test every positive result they have reported. Labs are required to keep positive urine samples in refrigerated storage for a specified amount of time in order to be able to retest if necessary. Can you imagine what that would cost a lab reporting a large number of positive test results?

4. Assuming the GC/MS test proves that the level of drugs in the urine meets the requirements for a verified positive test, the results of the drug test will be reported to your company's MRO or Medical Review Officer as verified positive.

MEDICAL REVIEW OFFICER (MRO):

Under these regulations, each organization must have on staff or contract for the services of a Medical Review Officer or MRO. The MRO is a medical doctor who has received extensive training on drugs and drug abuse. The lab must send the results of positive tests to the MRO within an average of 5 working days once the results are determined.

It is the responsibility of the MRO to make the final determination of a positive result. If the report he receives indicates a positive drug test for one or more of the drugs tested, the MRO will

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examine possible alternatives which may have resulted in this positive finding. He has the authority to check medical records and interview a driver in order to determine if a positive report has a justifiable reason. For example, perhaps the driver was taking a prescribed medication under a doctor's order, such as cough syrup which contains codeine. This would obviously show up as a positive. After talking to the driver or reviewing his medical records, it is possible that the test results will be reported as negative to the employer.

If your test is positive, and there are no mitigating circumstances, the MRO will attempt to talk to you directly. If the MRO is unable to get in contact with you within a reasonable amount of time (usually 24 hours), the MRO will contact your employer and request that your employer tell you to contact the MRO. The MRO will tell your employer why he wants to talk to you. Your employer must contact you and request that you contact the MRO within 5 days. Then your employer must contact the MRO and inform the MRO that you have been notified to contact the MRO.

If you fail to contact the MRO within the prescribed time, the MRO has no choice but to notify your employer that your test result was verified positive. Obviously, it is to your benefit to talk with the MRO if it is requested.

HOW ALCOHOL IS COVERED UNDER FMCSR 49 CFR, PART 382

When consumed in moderation, for enjoyment, alcohol is classified as a recreational beverage. But when alcohol is consumed in quantity producing physical or mood altering effects, it becomes a substance of abuse.

Effects on Driving:

• Slurred Speech	• Nausea	• Memory Loss
• Aggressiveness	• Hostility	• Unsteadiness
• Blackouts	• Drowsiness	• Odor or Alcohol

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• Tunnel Vision	• Coma	• Incoherent
• Slowed Reaction Times	• Increased Tolerance Levels	• Short Attention Span
• Impaired Judgment	• Distorted Sense of Time and Distance	• Blurred or Distorted Vision

As can be seen, signs and symptoms of alcohol use and misuse are very similar to other prohibited drugs.

The effects of alcohol vary dependent on many factors. The first and most obvious factor is the quantity of alcohol consumed. Other factors include, a person's body weight, whether the person is rested or tired, sick or healthy, stomach content, age, altitude and gender.

When discussing the effects of alcohol the term impairment is used. Research has shown that women will become more impaired than men of the same size and body weight and from the same quantity of alcohol because they metabolize alcohol differently than men. As a general rule, a large person will be less impaired than a smaller person drinking the same quantity of alcohol. An individual who is sick or tired will become impaired quicker than one who is rested and healthy. And drinking at higher altitudes will cause greater impairment than drinking at lower altitudes. For example the difference between having a drink in Denver, Colorado with an altitude of 5,280 feet above sea level, and Key West, Florida with an altitude of 2 feet above sea level.

The impairment observed will be dependent upon all of these factors. Tests have shown that a driver's "reaction time" increases as much as 60% after just 2 drinks.² But one thing is certain: the degree of impairment and the effects on a person's body changes significantly as more alcohol is ingested. As a rule, consuming one or two drinks tends to relax an individual and create a feeling of well being. Beyond one or two drinks, however, alcohol begins to react differently on individuals, depending on the factors previously discussed, which determine the rate of metabolism in the body.

ALCOHOL TESTING PROCEDURES

²Alcohol and the Commercial Driver, @CTTS™/Safety Products, Inc. Video
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The DOT regulations requires that a process called breath analysis be performed to determine if alcohol is present in the body, and if so, in what concentration. The procedures for alcohol testing are not nearly as comprehensive as those for controlled substances. This is true because the alcohol testing can be performed at the company location by a trained supervisor. Alcohol testing, unlike controlled substances testing does not involve complicated and expensive chemical tests and trained technicians to perform them.

The alcohol testing also does not involve an MRO, since the results of the alcohol test are obtained immediately from a computerized instrument known as a breathalyzer. This is the same instrument used by police agencies throughout the United States. They have been determined to be extremely reliable and accurate and are accepted by the courts as "prima - facie" evidence in DUI and DWI proceedings.

As stated, the alcohol tests can be conducted at the company location by a representative of the company. That representative can be a supervisor or a person under contract to the employer. These regulations do require that the person administering the test must be trained, through hands-on training, on how to administer the test and interpret the results. Not only will the person administering the test have had thorough training, but that person must also have taken a written test on the administration and interpretation of the alcohol breath testing procedures.

1. To take an alcohol breath test, you will simply be required to blow into a tube connected to the breathalyzer. Your breath travels through the breathalyzer and will be analyzed by its computer. Within minutes the computer will analyze your breath sample and provide the operator with a read-out as to what alcohol concentration, if any, is in your sample.
2. If the breathalyzer indicates a blood alcohol concentration of 0.02 or higher, you will be asked to take a second breathalyzer test. *The first test is called a **screening test**. The second test is referred to as a **confirmation test**.* A confirmation test, in most circumstances, will only be administered if the screening test indicates a blood alcohol concentration of 0.02 or higher.
3. If the confirmation test confirms a blood alcohol concentration of 0.02 or greater but less than 0.04., the regulations require that you not be permitted to perform any safety-sensitive function for at least 24 hours.
4. If the confirmation tests confirms a blood alcohol concentration level of 0.04 or higher, the regulations require that you be referred to a substance abuse professional for evaluation (SAP)..

TYPES OF TESTS

The regulation requires testing for drugs or alcohol under 6 different circumstances. They are:

Part 382.303 - Post Accident Testing

If a driver is involved in an accident, as defined in 49CFR390.5, while operating a CMV (Commercial Motor Vehicle) and the accident resulted in:

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1. *A fatality is involved; or*
2. *The driver receives a citation for a moving violation arising from the accident, and any party involved requires immediate treatment for an injury away from the accident scene, or*
3. *If any vehicle involved incurs "disabling damage" (i.e., must be towed away).*

If at the time of the accident, federal, state or local officials perform an alcohol or drug test on you, the requirement for testing has been met, provided your employer obtains the results of the test. If the federal, state or local officials do not test you, it becomes the responsibility of your employer to have the test administered.

Your employer must provide educational materials to assure that you are familiar with the requirements, procedures and instructions for post-accident alcohol and drug testing. These materials may be provided prior to allowing you to operate a CMV. Drivers must be informed that except for receiving medical attention for themselves, or for other injured persons, and for leaving the scene to notify appropriate authorities, they must make themselves available for post-accident alcohol and drug testing.

Your employer must inform you that failure to make yourself available for post-accident alcohol and drug testing will be deemed as a "refusal to submit" and will carry with it the appropriate penalties.

Part 382.305 - Random Testing

Your employer must randomly select drivers to be tested throughout the year for drug and alcohol use. By the end of the calendar year, at least 50% of the drivers must have been tested for drugs and at least 25% of the drivers must have been tested for alcohol. *At each selection time all driver's must have an equal chance of being selected.*

The selection process must be a scientifically valid method such as a computer-based random number generator which uses a unique identifier for each driver. The unique identifier could be the driver's social security number, payroll number or any other comparable identifying number. If you are selected for random testing, it is entirely possible that you could be chosen again during the year. Once you have been tested, your name is not removed, but goes back into the general list.

The selection times MUST be unannounced and MUST be reasonably spaced throughout the year. Since random drug testing is a major deterrent to substance abuse use, the DOT is very concerned that the random selection of drivers and the dates tested be spread throughout the year.

For example, let's say that a company with 100 drivers conducts its random testing in such a way that 50 drivers have been randomly selected and tested by July. The DOT may require that more random tests be performed throughout the remainder of the year because the deterrent effect of

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the random testing program would have been reduced.

If the employer participates in a consortium, the number of drivers to be tested may be calculated on each individual employer or based on the total number of drivers in the consortium subject to controlled substance testing.

Drivers who have been chosen for a random test must proceed immediately to the test site. The only exception is the driver on duty, performing a safety-sensitive function. The employer must ensure that this driver ceases performing the safety-sensitive function and proceed to the test site as soon as possible.

REFUSAL TO SUBMIT TO TESTING

If you refuse to submit to a required drug or alcohol test, you will not be permitted to perform or continue to perform any safety-sensitive functions until you have complied with the regulations set forth in *Part 382, Subpart F, 382.605*, which refer to the portion of the regulations on referral, evaluation and treatment.

What Constitutes A Refusal?

Obviously if you say "no" and refuse to take a required test that would be a refusal.

Under the regulations, if a driver fails to provide adequate breath for testing without a valid medical explanation, that would constitute a refusal.

In the event of a controlled substances test, if the driver fails to provide adequate urine for testing, without a valid medical explanation, this would also constitute a refusal.

If a driver engages in conduct that "clearly obstructs" the testing process, that would be considered a refusal.

If after an accident where a fatality occurred or a driver was issued a citation for a moving violation arising from the accident, and any party involved requires immediate treatment for an injury away from the accident scene, or if any vehicle involved incurs "disabling damage" (i.e., must be towed away) and the driver failed to make him or herself available for a test, that would be considered a refusal.

If you refuse to take a required test, your employer is required to refer you to a substance abuse professional. The substance abuse professional will evaluate you and determine if treatment is necessary. If the substance abuse professional determines that treatment is necessary, you must successfully complete the treatment and undergo a return-to-duty test before you will be allowed to return to work. The substance abuse professional can also determine that the return-to-duty test can be for both alcohol and drug, regardless of why you were originally referred. If the return-to-duty test is for controlled substances you must receive a verified negative test result. If

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it is for alcohol, your breath concentration must be less than 0.02.

PENALTIES & CONSEQUENCES

The consequences for drivers who engage in prohibited substance abuse or alcohol misuse practices are outlined in *Sub-part E of Part 382* and in *49 CFR, Part 383, The Commercial Driver's Licensing Standards*.

These consequences for drivers and employers who violate the rules are strict.

FOR DRIVERS, violations of these rules may mean loss of income, loss of job, loss of license, referral to a substance abuse professional and subsequent counseling, and civil as well as criminal penalties including incarceration (jail time).

Subpart E states that a driver found to have engaged in prohibited conducted as outlined in *Subpart B*, shall not perform a safety-sensitive function until he has complied with the regulations found in *Subpart F* which requires referral, evaluation and/or treatment for substance abuse, and has undergone return-to-duty testing and is participating in follow-up testing as prescribed by a substance abuse professional.

FOR EMPLOYERS, violations of *Part 382* can result in major fines from the DOT, the levy of an unsatisfactory rate from the DOT, possible loss of insurance and the possibility of major liability in the event of a lawsuit involving an accident where a driver under the influence of a controlled substance was involved.

Subpart E states that the employer shall not permit any driver to perform a safety-sensitive function if the driver has violated the prohibitions found in *Subpart B* until the driver has satisfied the provisions of referral, evaluation, and/or treatment and has received a negative return-to-duty test.

OTHER PENALTIES AND CONSEQUENCES

If a driver is found guilty by a court of law to be operating a commercial motor vehicle under the influence of a controlled substance, the driver is also subject to the penalty provisions outlined in *49 CFR Part 383.51, the Commercial Driver's License Standards*.

These rules state that while operating a commercial motor vehicle, any driver who refuses to take a controlled substance test or has a verified positive test result will, upon conviction for first offense, lose his/her license for a period of one year. A second conviction will result in a lifetime loss of license. (If hauling hazardous material, the loss of license for first offense will be for three years. A second conviction will result in a lifetime loss of the drivers commercial drivers license).

Please be aware that under this section, the employer is not prohibited from taking other punitive action which is consistent with a law or any existing bargaining agreements, or

company policy.

For example, let's say that company policy states that if a driver is found to be under the influence of a controlled substance while operating a commercial motor vehicle as verified by a positive controlled substance test, he/she will be terminated immediately. That action is permitted under the independent authority of the employer, provided the employer has provided the driver with the company policies and procedures and the driver is informed that he/she is being terminated due to violation of company policies. In addition to these penalties, the driver is also subject to any penalties, fines or jail time imposed by local or state jurisdictions.

PART 382.605 REFERRAL, EVALUATION AND TREATMENT

This part of the regulation is very specific regarding the actions of the employer in the event a driver has a verified positive controlled substance test. It is also very specific in regards to the required actions for a driver who has had an alcohol breath test indicating an alcohol concentration of 0.04 or more.

As opposed to simply levying penalties against the driver, the regulations requires the driver to be referred to a substance abuse professional to help determine if the driver needs to undergo counseling for a substance abuse problem.

Let's look at the chain of events which are triggered if you have a verified positive controlled substance test:

1. Your employer must give you a list of resources available indicating where you can be evaluated and receive help to resolve any problems associated with substance abuse. This list must include the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs.
2. You must be evaluated by a substance abuse professional who shall determine what assistance, if any, you need to help you resolve any problems associated with substance abuse.
3. Before returning to duty you must undergo a return-to-duty controlled substance test that returns a verified negative test or an alcohol test indicating less than 0.02 alcohol concentration.

If the initial evaluation by the substance abuse professional indicated a need for assistance in resolving a substance abuse problems, you must be re-evaluated by a substance abuse professional to ensure that you have properly followed any rehabilitation program prescribed by the substance abuse professional.

Once back to work in a safety-sensitive function, you will be required to take a minimum of six (6) follow-up tests during the first 12 months following your return-to-duty. If so indicated by the substance abuse professional, the follow-up testing may continue for up to 60 months.

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Note: Even though you may have only violated the prohibitions regarding the controlled substance use, the substance abuse professional may require that you submit to alcohol *and* controlled substance testing if he/she determines during the evaluation that a problem may have also existed with alcohol misuse. The substance abuse professional can require both alcohol and controlled substance testing for the return-to-duty test, as well as the follow-up tests.

The substance abuse professional may terminate the requirement for follow-up testing anytime after the six (6) tests have been administered.

The evaluation and rehabilitation may be provided by the employer if the employer has a certified substance abuse professional on staff, provided the substance abuse professional meets the requirements as outlined in the definitions section of the requirements.

The evaluation and rehabilitation may also be performed by a substance abuse professional under contract to the employer or by a substance abuse professional not affiliated with the employer.

It is the employer's responsibility to ensure that the substance abuse professional who recommends treatment for a driver, does not refer you to the substance abuse professional's private practice or to a program to which the substance abuse professional will receive remuneration.

The employer is not required by these regulations to pay for the evaluation, treatment, rehabilitation or counseling. When creating these regulations, the FHWA decided to permit the company or organization to determine who would pay for evaluation and any subsequent treatment.

These requirements for referral, evaluation and rehabilitation do not apply to applicants who refuse to submit to pre-employment drug and alcohol testing or who have a pre-employment drug or alcohol test with a verified positive result.

WHERE TO FIND HELP

Many companies have an Employee Assistance Program (EAP). Check with your supervisor to see if such a program is available through the company.

Many company-sponsored health insurance programs, as well as some private health insurance programs pay for treatment of substance abuse or alcohol abuse.

If you think that you, or a co-worker may have a substance abuse or alcohol misuse problem, please seek help.

HELP IS AS CLOSE AS YOUR TELEPHONE.

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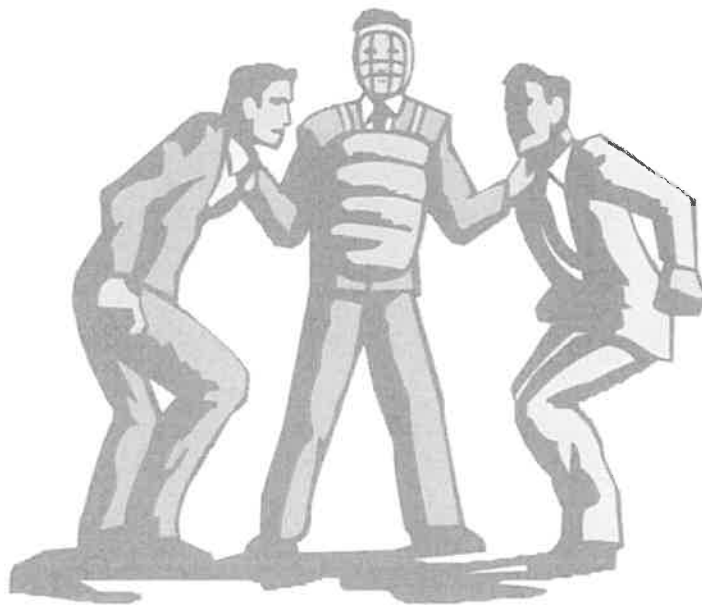
To find the name and number of a treatment program available in your community, look in the **YELLOW PAGES** under the heading of *Alcoholism, Counseling, Drug Rehabilitation* or *Substance Abuse*. Or, you can contact one of the following agencies who will be able to refer you to a substance abuse professional:

National Institute on Drug Abuse: 1-800-662-4357

Or

National Institute on Alcoholism: 1-800-622-4357

Workplace Violence



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WORKPLACE ANTI-VIOLENCE POLICY

As a company, **Celebrity Coaches of America, Inc.** is firmly committed to providing a workplace that is free from acts of violence or threats of violence. Although some kinds of violence result from social problems that are beyond our control, we believe that measures can be adopted to increase protection for employees and to provide a secure workplace. In keeping with this commitment, **Express Transportation Services**, has established a strict policy that prohibits any employee from threatening to commit or committing any act of violence in the workplace, while on duty, while on related business, or while operating any vehicle or other equipment owned or leased by . This policy applies to all employees, elected/appointed officials, and volunteers.

Violence or threats of violence on the part of customers, vendors, suppliers and the like also will not be tolerated and should be immediately reported to the Safety Officer so that appropriate responsive measures may be taken

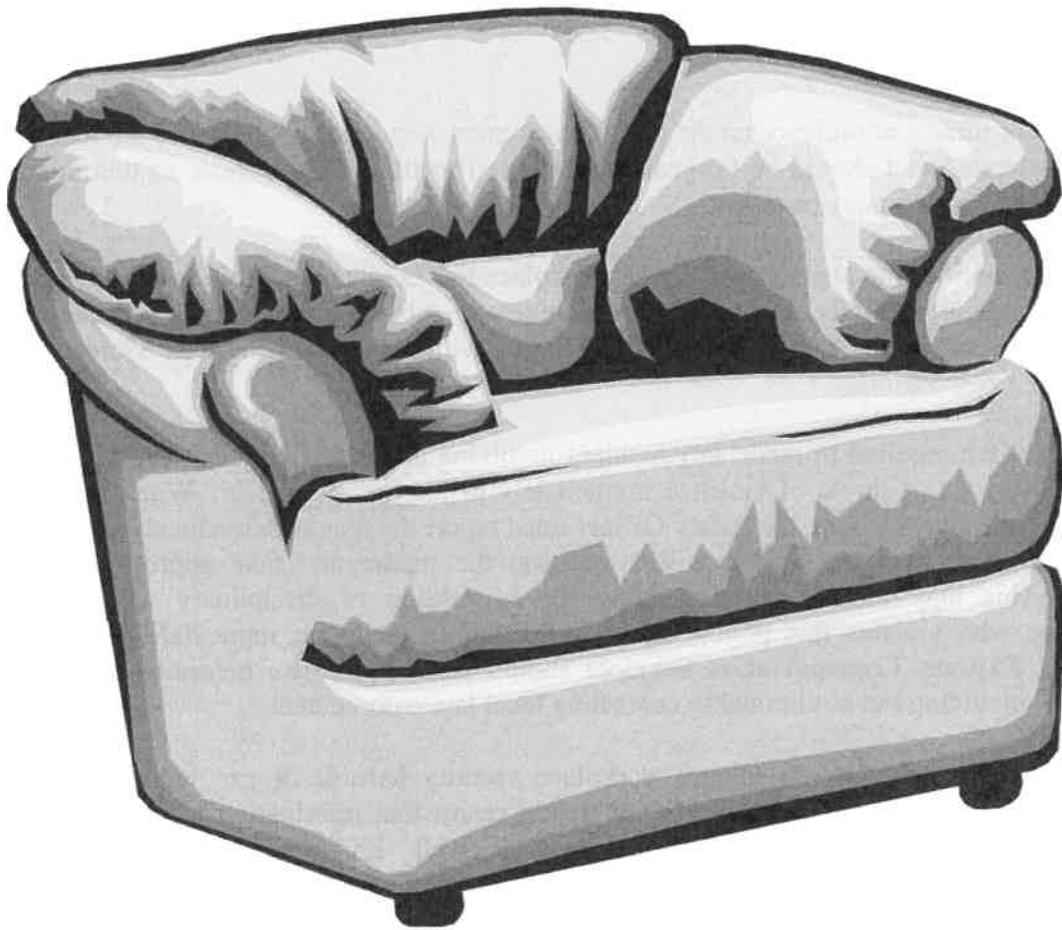
In order to achieve the goal of providing a workplace that is secure and free from violence, must enlist the support of all its employees. Compliance with this policy and **Express Transportation Services's** commitment to a "zero tolerance" policy with respect to workplace violence is *every employee's responsibility*.

Employees are required to report any incident involving any act of violence, threat of violence, or perceived act or threat of violence immediately to the Safety Officer. When the employee contacts the Safety Officer, the Safety Officer must report the matter immediately to the **Express Transportation Services**, which will investigate the matter and take appropriate corrective action. This may include recommending the imposition of disciplinary action upon any employee who violates this policy, up to and possibly including immediate termination. In addition, **Express Transportation Services** should take appropriate measures to address the violence, including but not limited to contacting local law enforcement.

If employees become aware of any workplace security hazards or can identify methods of increasing security in the workplace, they should report that information to the Safety Officer and to the **Express Transportation Services** as well. Employees are require to report violations of this policy, including any incidents involving actual, threatened, or perceived violence. They may do so with fear of retaliation of any kind.

If you have any questions concerning this policy, please feel free to contact offices at your convenience.

Housekeeping



9/14/2009

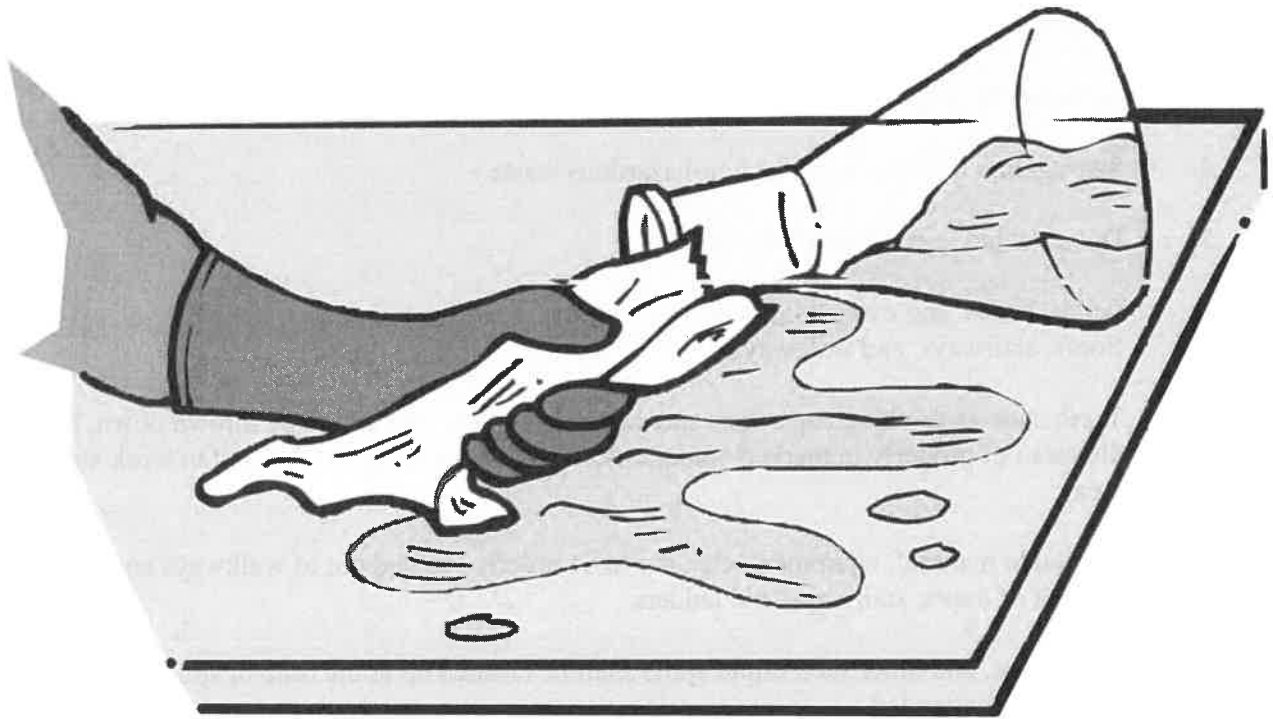
Express Transportation Services

HOUSEKEEPING

Express Transportation Services employees will at all times keep all debris clear from work areas, passageways, stairs and in and around buildings or other structures. The following will be performed to ensure a safe work environment:

1. Continuous policing of all work areas.
2. Daily and regular clean up and waste disposal of non-regulated material.
3. Assignment of personnel to regular clean-up duties and responsibilities.
4. Segregation of hazardous and non-hazardous waste.
5. Documented legal disposal of debris.
6. Leads, hoses, and extension cords will be hung up with a nonconductive material, off all floors, stairways, and walkways.
7. Trash such as drinking cups, cans and scraps from lunch are not to be thrown down, but disposed of properly in marked containers. No food products are allowed in work station areas.
8. Available material, equipment, etc., are to be orderly stacked out of walkways and from in front of doors, stairways, and ladders.
9. Oil, grease, and other such liquid spills shall be cleaned up at the time of spill and are not to be left unattended.
- 1.

Material Handling

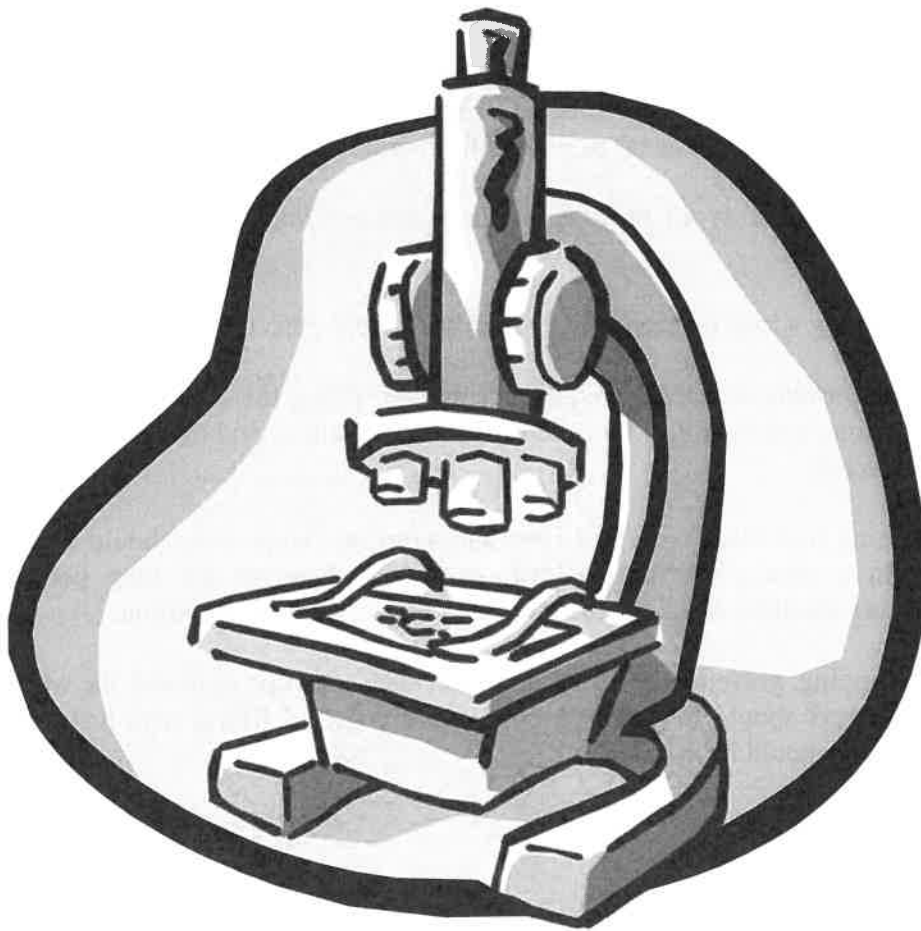


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MATERIAL HANDLING

1. An employee shall obtain assistance in lifting heavy objects or power equipment shall be used. Back belts or back braces shall be used as required.
2. When two or more persons carry a heavy object that is to be lowered or dropped, there shall be a prearranged signal for releasing the load.
3. When two or more persons are carrying an object, each employee, if possible, should face the direction in which the object is being carried. The right way to lift is easiest and safest. Crouch or squat with the feet close to the object to be lifted, secure good footing, take a firm grip, bend the knees, keep the back vertical, and lift by bending at the knees and using the leg and thigh muscles. Employees shall not attempt to lift beyond their capacity. (Caution shall be taken when lifting or pulling in an awkward position.)
4. Employees should avoid twisting or excessive bending when lifting or setting down loads.
5. When moving a load horizontally, employees should push the load rather than pull it.
6. When performing a task that requires repetitive lifting, the load should be positioned to limit bending and twisting. The use of lift tables, pallets, and mechanical devices should be considered.
7. When using such tools as screwdrivers and wrenches, employees should avoid using their wrists in a bent (flexed), extended, or twisted position for long periods of time. Employees should maintain their wrists in a neutral (straight) position.
8. When gripping, grasping, or lifting an object such as a pipe or board, the whole hand and all the fingers should be used. Gripping, grasping, and lifting with just the thumb and index finger should be avoided.

Exposure Control



EXPOSURE CONTROL

Express Transportation Services has the responsibility to provide a safe and healthy workplace to all employees. The Exposure Control Program was designed to protect employees from exposure to infection, including but not limited to Human Immunodeficiency Virus (HIV) and Hepatitis B Virus (HBV).

This program applies to all **Express Transportation Services** employees who, at the workplace, have the potential for becoming exposed to Bloodborne Pathogens.

(**Name**) will be the administrator of the Exposure Control Program. The Administrator will be responsible for determining exposure hazards, in the workplace, training of employees, administering the HBV vaccination program and maintaining the proper documentation. The Administrator will review and update the plan, at least **annually** and whenever necessary to reflect modified processes or tasks which may introduce new exposure hazards.

1. DEFINITIONS:

1. **Blood** - means human blood, human blood components and products made from human blood.
2. **Other potentially infectious materials** - refers to human body fluids including, semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids. This definition also refers to any unfixed tissue or organ (other than intact skin) from a human (living or dead); and HIV-containing cell or tissue cultures, organ cultures, and HIV or HBV-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.
3. **Bloodborne Pathogen** - means the presence or reasonable anticipated presence of blood or other potentially infectious materials on an item or a surface.
4. **Contaminated** - means the presence or reasonable anticipated presence of blood or other potentially infectious materials on an item or a surface.
5. **Decontamination** - means the use of physical or chemical means to remove, inactivate or destroy Bloodborne Pathogens on an item or surface to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use or disposal.
6. **Universal Precautions** - refers to all employees treating blood or other body fluids, as if they contain Bloodborne Pathogens.
7. **Engineering Controls** - means controls; e.g., sharps disposal containers, self-sheathing needles, brooms and dustpans, etc. that isolate or remove the Bloodborne Pathogens hazard from the workplace.

1. **Work Practice Controls** - refers to controls that reduce the likelihood of exposure by altering the manner in which a task is performed; e.g., using a broom and dustpan to pick up broken glass, contaminated with blood, or other potentially infectious materials.
2. **Regulated Waste** - means liquid or semi-liquid blood or other potentially infectious material; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious material and are capable of releasing these materials during handling; contaminated sharps, and pathological and microbiological wastes containing blood or other potentially infectious materials.
3. **Exposure Control Plan** - each employer who would have an employee(s) with occupational exposures to Bloodborne Pathogens must have a written Exposure Control Plan.

2. **EXPOSURE CONTROL PLAN: Express Transportation Services**=s written plan consists of the following:

1. All occupations and the employees performing those occupations have been evaluated as to the potential for employees to become exposed to Bloodborne Pathogens. Those employees and occupations who might become exposed to Bloodborne Pathogens are defined, as follows:

2. This listing is created without regard to the use of personal protective equipment.
3. These employees and employees working within these occupations will be involved in **Express Transportation Services**=s Exposure Control Program. This written program will be available to all employees, for review, at their request.

3. **TRAINING:**

1. All employees who may be occupationally exposed to Bloodborne Pathogens, will be given training, upon hire or at the time of initial assessment of potential exposure and annually, thereafter. Training will also be provided whenever a new exposure potential is found. This training will be provided at no cost to the employee and will be given during working hours.
2. The training program will consist of the following:

1. The location of **Express Transportation Services**'s written Exposure Control Plan and a copy of the regulatory text of the Bloodborne Pathogen Standard, for viewing by employees.
2. An explanation of the contents of the standard.
3. A general explanation of the epidemiology and symptoms of Bloodborne diseases.
4. An explanation of the employers exposure control plan and the means of which the employee can obtain a copy.
5. An explanation of the use and limitations of methods that will prevent or reduce exposure, including the use of Universal Precautions, engineering controls, work practices and personal protective equipment.
6. Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment. How PPE is selected, distributed and used.
7. Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, and the benefits of being vaccinated.
 - (1) That the vaccination will be given at no cost to the employee.
 - (2) The employee has the right to deny being vaccinated, but must sign a denial.
8. Information on the appropriate actions to take and persons to contact in the event of an exposure incident.
9. An explanation of the procedure to follow if an exposure event occurs, including the method of reporting the incident and the medical follow-up that will be made available.
10. Information on the post-exposure evaluation and follow-up that the Company is required to provide for the employee following the exposure event.
11. An explanation of the signs and labels and color coding of signs and disposal containers.
12. An opportunity for interactive questions and answers with the person conducting the training session.

4. TRAINING RECORDKEEPING REQUIREMENTS:

1. Training records will include the following:
 1. The dates of the training sessions
 2. The contents or summary of the training session.
 3. The names and qualifications of person conducting the training.
 4. The names and job titles of all persons attending the training sessions.
1. Training records will be kept, on file, for 3 years from the date on which the training

occurred.

2. These training records will be made available to employees, at their request or upon receipt of a written authorization of the employee to release the records to another individual or Division of Occupational Safety & Health (DOSH) representative.

5. OTHER RECORDKEEPING REQUIREMENTS:

1. **Express Transportation Services** will keep accurate records relative to the Bloodborne Pathogens standard. Requirements include:
 1. The name and social security number of the employees.
 2. A copy of the employee's hepatitis B vaccination status including the dates of all hepatitis B vaccinations and any medical records relative to the employee's ability to receive the vaccination.
 3. If the employee denies vaccination, the signed denial must be kept in the record.
 4. A copy of all results of examinations, medical testing and follow-up procedures.
 5. The employer's copy of the Healthcare Professional's written opinion.
2. These records will be kept in strict confidence and will not be released to any individual without the written consent of the employee. The records will be kept, on file, for the duration of employment plus 30 years, minimum.

6. METHODS OF COMPLIANCE:

1. ***Universal Precautions*** shall be observed to prevent contact with blood or other potentially infectious materials. When differentiation of body fluids is improbable or impossible, all body fluids shall be treated as if known to contain Bloodborne Pathogens.
2. ***Engineering Controls and Work Practices*** will be used to eliminate or minimize employee exposure to Bloodborne Pathogens.
 1. Engineering controls shall be examined and maintained or replaced on a regular schedule to ensure their effectiveness.
 2. Hand washing facilities are provided which are readily accessible to all employees.
 1. When Hand washing facilities are not feasible, the company will provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, hands shall be washed with soap and running water as soon as feasible.

2. The company ensures that all employees will wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.
 3. The company ensures that all employees wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact with blood or other potentially infectious materials.
 4. Contaminated needles or other contaminated sharps, if found in the workplace shall not be bent, recapped, or removed. Removal and disposal of sharps will be disposed of in accordance with Federal, State and Local Regulations.
 5. Eating, drinking, applying lip balm, cosmetics, smoking and handling contact lenses in an area where a potential for exposure exists is strictly prohibited.
 6. Food and drink shall not be kept in the same location where blood or other potentially infectious materials are present.
3. ***Disposal of Contaminated Waste.*** Any item which is suspected of being contaminated by a human body fluid which may contain a Bloodborne Pathogens must be handled in a very specific way when collecting, handling, processing, storing, transporting or shipping.
1. The container for storage, transport, or shipping shall be labeled or color-coded with appropriate signage and closed prior to being stored, transported or shipped. Labels shall be fluorescent orange or red-orange with lettering and Bio-hazard symbols in a contrasting color.
 2. If outside contamination of the primary container occurs, a secondary container must be used to prevent spillage or leakage. This secondary container must be labeled or color-coded, as well, reflecting that the contents contain a Bio-hazard waste.
 3. If the specimen could puncture the primary container, the primary container shall be placed in a secondary container which will prevent the spillage or leakage of the specimen.
 4. Equipment which may become contaminated with blood or other potentially infectious material shall be examined prior to servicing or shipping and shall be decontaminated as necessary, unless the employer deems this decontamination not feasible. (Employers should list any equipment that cannot be decontaminated before servicing or shipping.)

7. **PERSONAL PROTECTIVE EQUIPMENT:**

1. When exposures may be present, Express Transportation Services will provide all affected employees with Personal Protective Equipment (PPE), at no cost to the employee. Types of PPE include:
 1. Gloves
 2. Gowns
 3. Face Shields
 4. Masks
 5. Laboratory coats
 6. Eye Protection
 7. Mouthpieces
 2. The Company ensures that all PPE will be accessible to all employees who may be exposed to Bloodborne Pathogens. This includes equipment of various sizes to fit employees properly.
 3. Employees are required to remove and properly dispose of all PPE before leaving the work area. Any disposable type of PPE is not to be reused once contamination has occurred or if the equipment becomes cracked, peeled or torn. Non-disposable type of PPE can be decontaminated and reused, if not cracked, peeled, torn or damaged, in any way.
 4. Disposal of PPE will be accomplished in accordance with Federal, State and Local Standards.
8. **HEPATITIS B VACCINATION PROGRAM:**
1. Hepatitis B Vaccinations will be made available to all employees in the Exposure Control Program, once they have received their initial training and within 10 working days of assignment of their tasks which have occupational exposure.
 2. As stated previously, an employee may decline to be vaccinated. If so, a signed declination will be kept in the employees file. If, at a later date, the employee decides to receive the vaccination, they may do so, at no cost to them.
 3. If an employee is exposed and has not been vaccinated, a possible accelerated vaccination may be prescribed by medical personnel
9. **PROCEDURES IN THE EVENT OF EXPOSURE:**
1. Once a report of exposure has been received by an employee(s), Celebrity Coaches of America, Inc. will make immediately available to the exposed employee(s) a confidential medical evaluation and follow-up, including:
 1. Documentation of the route(s) of exposure, and the circumstances under which the exposure incident occurred.

2. Identification and documentation of the source individual, if known.
 3. The source individual's blood shall be tested as soon as feasible, after consent is obtained, in order to determine HBV and HIV infectivity.
 4. Results of the source individual's testing will be made available to the exposed employee.
 5. The exposed employee's blood will be collected, as soon as feasible and tested, after consent is obtained.
2. The healthcare provider, evaluating an employee after an exposure incident, is provided the following information:
1. A copy of the OSHA Bloodborne Pathogens Standard.
 2. A description of the exposed employee's duties as they relate to the exposure incident.
 3. Documentation of the route(s) of exposure and circumstances under which exposure occurred.
 4. Results of the source individual's blood test, if available.
 5. All medical records relevant to the appropriate treatment of the employee, including vaccination status which are the employer's responsibility to maintain.
3. The healthcare provider will:
1. Provide the employer with a written opinion within 15 days of the completion of the evaluation.
 2. Indicate if an HBV vaccination is called for and if it has been given.
 3. Indicate that the employee has been informed of the results of the evaluation.
 4. Indicate that the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials which require further evaluation or treatment.
4. All other findings or diagnoses shall remain confidential and shall not be included in the written report.
- 1.

Back & Lifting



BACKS & LIFTING

The most important principle to remember when lifting is to keep the head upright and back in an arched position. This arched position tends to put the muscles in a shortened and strengthened position. It also distributes the weight more evenly between the disc and the facet joints, and it places a more balanced weight on the disc.

It is often helpful to place one foot ahead of the other in order to get the object being lifted closer to the body. This is especially important when lifting large bulky items. This diagonal lifting position also balances the weight within a wide, safe base of support.

It is essential to keep weight close to the body. A ten pound weight held at arm's length increases the load by as much as seven to ten times the actual weight of the object. If the weight is held close to the body, there is not a great increase in the amount of stress on the lower back. And remember, activities which are stressful to the lower back are almost always bad for the neck too.

HOW TO LIFT - THE EIGHT COMMANDMENTS OF LIFTING:

1. ***Test the weight before you lift*** — Before you lift, think about the item you are going to move and ask yourself "Can I lift this alone?" "Is the path clear?" "Is it too awkward for one person?" also test the load to see approximately how heavy it is **before** lifting.
2. ***Ask for help*** — If the load is too heavy or too awkward for you to lift, ask for assistance.
3. ***Get a firm footing*** — Keep you feet apart for a stable base.
4. ***Bend your knees*** — Don't bend at the waist. Keep the principles of leverage in mind.
5. ***Tighten your stomach muscles*** — Abdominal muscles support your spine when you lift. Train muscles groups to work together.
6. ***Lift with your legs*** — Let your powerful leg muscles do most of the work.
7. ***Keep the load close*** — The closer the load is to your body, the less force it exerts on your back.
8. ***Keep your back upright*** — Don't add the weight of your body to the load.

PREVENTION — THE BEST INSURANCE

Proper Lifting Techniques



PROPER LIFTING TECHNIQUES

1. Lift with your mind, instead of your back.
2. Plan ahead!
3. If something looks awkward, it is!
4. **BEFORE LIFTING:**
 - a. Test the weight before you lift.
 - b. Back injuries have occurred when an employee jerks suddenly to avoid injury. Be properly equipped:
 - i. Do you need gloves?
 - ii. Are your feet protected?
 - c. Can you slide or push the object and eliminate the lift?
 - d. Do you know where you're going with the item?
 - e. Is there a clear path so you don't trip or fall?
 - f. Prepare to lift without twisting or bending.
 - g. Do not reach to lift an item when you are sitting.
 - h. **Do not reach!**
5. **WHEN LIFTING:**
 - a. Use the large leg muscles, not your small back muscles.
 - b. Hold your abdominal muscles in tightly while lifting.
 - c. Maintain the natural curves of your back; chest and chin up, bending your legs, rear-end out.
 - d. Lift smoothly, no jerking motion.
 - e. Keep the item close to your body.
 - f. Always use proper lifting equipment provided, or another person to "TEAM LIFT" with you.
6. **TYPES OF LIFTS:**
 - a. Squat Lift
 - b. Tripod Lift
 - c. Diagonal Lift
 - d. Golfers Lift
 - e. Power Lift
 - f. Team Lift

Eye & Face Protection

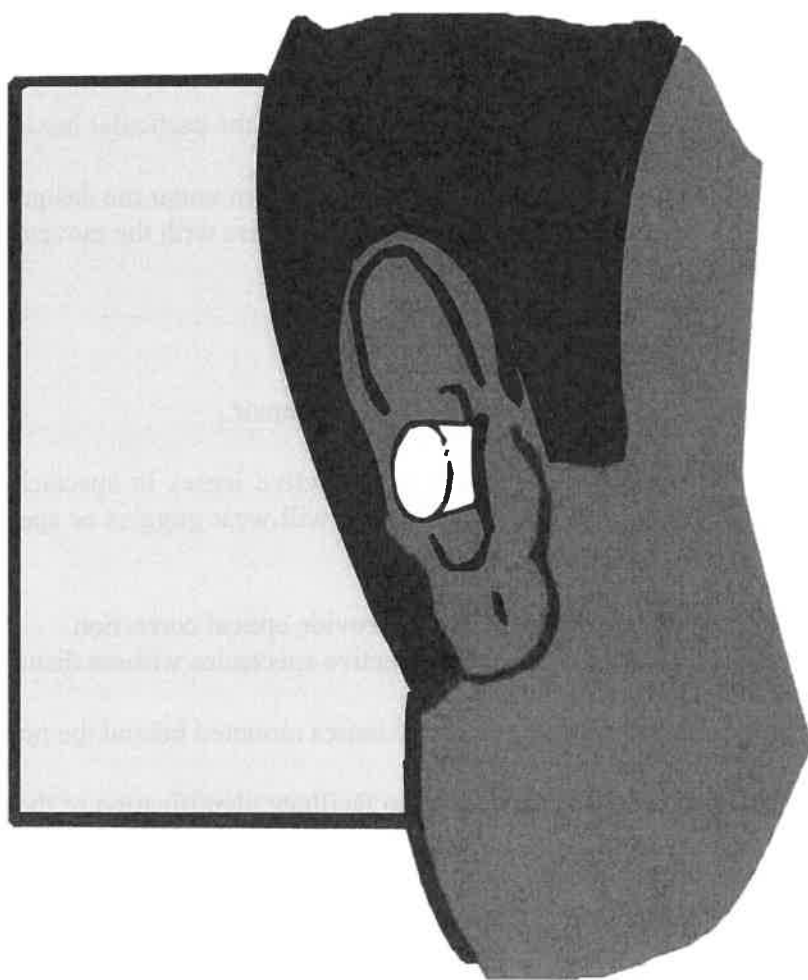


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EYE AND FACE PROTECTION POLICY

1. Protective eye and face equipment is required where there is a reasonable probability of injury that can be prevented by such equipment. In such cases, Express Transportation Services will make conveniently available a type of protector suitable for the work to be performed, and employees will use such protectors. No unprotected person will knowingly be subjected to a hazardous environmental condition. Suitable eye protectors will be provided where machines or operations present the hazard of flying objects, glare, liquids, injurious radiation, or a combination of these hazards.
2. Protectors will meet the following minimum requirements:
 - a. They will provide adequate protection against the particular hazards for which they are designed.
 - b. They will be reasonably comfortable when worn under the designated conditions.
 - c. They will fit snugly and will not unduly interfere with the movements of the wearer.
 - d. They will be durable.
 - e. They will be capable of being disinfected.
 - f. They will be easily cleanable.
 - g. Protectors must be kept clean and in good repair.
3. Persons whose vision requires the use of corrective lenses in spectacles, and who are required by this policy to wear eye protection, will wear goggles or spectacles of one of the following types:
 - a. Spectacles whose protective lenses provide optical correction.
 - b. Goggles that can be worn over corrective spectacles without disturbing the adjustment of the spectacles.
 - c. Goggles that incorporate corrective lenses mounted behind the protective lenses.
4. Every protector will be distinctly marked to facilitate identification of the manufacturer.
5. When limitations or precautions are indicated by the manufacturer, they will be transmitted to the user and care taken to see that such limitations and precautions are strictly observed.
6. Design, construction, testing, and use of devices for eye and face protection will be in accordance with American National Standard for Occupational and Educational Eye and Face Protection, Z87.1-1968.
- 1.

Hearing Conservation



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HEARING CONSERVATION PROGRAM

STANDARD OPERATING PROCEDURE

1. OBJECTIVES :

- a. It is the Commitment of **Express Transportation Services** to provide a safe and healthy work environment for its miners.
- b. Compliance of MSHA 30 CFR Part 62 Health Standards for Occupational Noise Exposure.
- c. Prevention, in so far as possible, through education and facilitating of miners obtaining proper hearing protection devices (HPD) at work and away from work, and hearing loss due to off time exposures to various noises.

2. POLICIES:

- a. All work environments which have enough background noise to require individuals in that area to speak louder than their normal conversational tone in order to be understood, shall be tested to determine if it meets or exceeds the action level or "permissible exposure level" (PEL).
 - i. MSHA Action Level is an eight (8) hour time weighed average (TWA) of 85 dBA or its equivalent.
- b. If any miner's noise exposure exceeds the "permissible exposure level" (PEL) or "action level" during any work shift, the miner will be enrolled in a "Hearing Conservation Program" (HCP) and the employer will use all feasible engineering and administrative controls to reduce the miner's noise exposure to the PEL, so far as reasonable, considering the economic viability.
- c. Audiometric testing will be offered to each miner enrolled in the HCP; however, miners are not required to take the test. The test will be provided at no cost to the miner.
- d. All miners shall have a valid audiogram, as a part of their pre-employment physical examination.
- e. It is a condition of employment that all miners wear hearing protective devices when working in an area at or above the action level. The employer will post administrative controls on the mine bulletin board and provide a copy to the affected miners.

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- f. It is a company policy that all supervisors ensure that miners, vendors and contractors who do not wear appropriate hearing protection are immediately removed from any placarded area that requires hearing protection.
- g. All **Express Transportation Services** miners shall be trained as to the causes and prevention of hearing loss while away from work.

3. PROCEDURES:

- a. All work areas where the noise exposure, at any time, requires miners to speak louder than normal, then the area shall be tested by the area department's miner that has been certified by the Safety department to determine the actual noise level.
- b. **Express Transportation Services** plant operators are responsible to ensure their miner's work area are appropriately evaluated and placarded for hearing protection.
 - i. Include re-testing of areas in which the noise exposure has increased after a change in the work environment.
- c. The plant operator/Safety department shall:
 - i. Ensure that the noise exposure tests are conducted with the appropriate equipment and approved by the Safety department.
 - ii. Ensure that the Safety department currently certifies all noise exposure.
 - iii. Ensure that the tester will perform the noise testing according to the
 - iv. Manufacturer's specifications.
 - v. Inform the Safety department of the results in a timely manner.
 - vi. Conduct an annual noise monitoring survey of the work areas as required.

4. HEARING PROTECTION REQUIREMENTS FOR LEVEL OF NOISE EXPOSURE:

- a. Upon notification of test results, the Safety department, in conjunction with the plant operator will establish the appropriate hearing protection:
 - i. **None** – less than the MSHA action level.
 - ii. **Single Hearing Protection** – at or above the MSHA action level of 85 dBA.
 - iii. **Double Hearing Protection** – at or above 105 dBA or equivalent on an eight (8) hour TWA.
 - iv. **Over Permissible Exposure Level** – at or above 115 dBA or equivalent – requires miners to be removed from the area immediately until engineering and/or administrative controls are implemented.

Express Transportation Services

- v. After any engineering controls have been implemented, testing of the area will be conducted for evaluation of reduction in noise levels.

5. AREA PLACARDING: Express Transportation Services plant operators shall:

- a. Ensure that all work areas are placarded with the appropriate hearing protection needed for that area.
- b. When administrative controls are used, the plant operator will post the procedures for the controls and provide a copy to the affected miners.
- c. Change placard when intermittent events require greater or lesser hearing protection.
- d. Ensure that placards clearly state the level of hearing protection required.
- e. All miners will be trained on placards during new hire orientation by the plant operator or Safety department and during annual refresher training.
- f. If a miner transfers to another **Express Transportation Services** mine, they will be trained on work area specifics by the plant operator of that mine or the Safety department.
- g. Enroll the affected miners in an HCP, and provide and require that miners use personal hearing protectors.

6. ENGINEERING CONTROLS:

- a. Engineering controls are procedures and processes, other than administrative or personal hearing protective devices (HPD), that reduce sound level, either at the sources or within the hearing zone of the workers.
- b. **Express Transportation Services** will identify, evaluate, develop, monitor and implement engineering controls to reduce noise levels that meet or exceed (PEL) 90 dBA TWA and/or 100 percent dose. Also, the maximum allowable exposure of 115 dBA.
- c. Examples of engineering controls are:
 - i. ***Maintenance*** – replacement or adjustment of worn; loose; unbalanced parts of machines; lubrication of machine parts and use of properly shaped and sharpened cutting tools.
 - ii. ***Substitution of machines and processes*** – replaced louder machines and task activity with quieter machine and tools.
 - iii. Reduce sound transmission through solids, gases and air by flexible sections of pipe, flexible shaft couplings, resilient flooring, intake/exhaust mufflers, baffles, reduce air turbulence and/or pressure, using sound

Express Transportation Services

absorption materials and barriers, complete enclosure of individual machines and isolate operators with soundproof booths.

- d. Plant Operators shall:
 - i. Ensure that all of their work areas have been evaluated for hearing protection requirements that exceed the over permissible level (115 dBA) for engineering changes that will decrease the noise exposure.
 - ii. Implement remedial action for removal of miners until engineering controls are in place if noise level exceeds the over permissible exposure level (115 dBA).
 - iii. Ensure that re-testing has been conducted after implementation of engineering controls for confirmation of decreasing sound levels and/or hearing protection requirements.
 - iv. Inform **Express Transportation Services** Safety Department of their remedial action, evaluation and implementation of engineering controls.

7. ADMINISTRATIVE CONTROLS:

- a. Administrative Controls may be appropriate in some cases for control of noise exposure. Example: rotating task activity in the work area during the work shift from the higher noise exposure to lower noise exposure for compliance to MSHA action level (85 dBA TWA).
- b. Plant Operator shall:
 - i. Implement and monitor administrative controls to reduce the specific miners work time in areas requiring hearing protection.
 - ii. Develop and implement standard operating procedures for the rotation of their miners conducting work tasks in an area that requires hearing protection.
 - iii. Ensure that re-testing has been conducted after implementation of administrative controls for confirmation that the miner's exposure is below MSHA action level (85 dBA TWA).
 - iv. Inform **Express Transportation Services** Safety Department of the administrative controls, post the procedures of such controls and provide a copy to the affected miners.

8. HEARING PROTECTION:

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- a. **Express Transportation Services** Safety department will administer hearing protection and training requirements.
- b. Provide the affected miner (miner) a choice of hearing protectors, including at least (2) muff types and (2) earplug types of hearing protectors. The hearing protectors, along with any replacement will be provided at "no cost" to the miner, except for situations of mis-use. **Express Transportation Services** will train to achieve comfort and proper fit of the protectors offered.
- c. **Express Transportation Services** Safety department will provide HPD and proper fit testing and will evaluate the effectiveness of the miners HPD on annual basis and/or when a Standard Threshold Shift (STS) has occurred.
- d. Documentation of HPD fit testing will be maintained by the Safety Department and a copy of the record will remain in the miner's training file.
- e. All **Express Transportation Services** miners shall be trained as to the causes and prevention of hearing loss while away from work. **Express Transportation Services** will provide disposable hearing protection devices (earplugs) at no cost to the miner.

9. TRAINING:

- a. New hire miners will receive Part 62 Health Standards for Occupational Noise Exposure training in new hire orientation by Safety Department. Also, within 30 days of enrollment into **Express Transportation Services** Hearing Conservation Program.
- b. All **Express Transportation Services** affected miners will receive annual refresher training at least every 12 months for as long as the noise exposure continues to equal or exceed the action level. Also, within 30 days of enrollment into **Express Transportation Services** Hearing Conservation Program. **Express**
- c. **Transportation Services** miners will be trained in:
 - i. General requirements of MSHA'S noise rule.
 - ii. Effects of noise on hearing.
 - iii. Purpose and value of wearing HPD.
 - iv. Advantages and disadvantages of HPD on the job and off the job.
 - v. Selection of HPD and proper fitting
 - vi. Various types of hearing protectors offered and the care, fitting and use of each type.
 - vii. **Express Transportation Services** and miner responsibilities regarding administrative/engineering controls

Express Transportation Services

- viii. Employer and miner's respective tasks in addressing noise, administrative and engineering controls.

Definition: **STS** = Standard Threshold/Shift
 RHL = Reportable Hearing Loss

- d. All **Express Transportation Services** vendors and/or contractors that must enter hearing protection required areas for work activity shall provide their own MSHA certificate of training and their own hearing protection. Also, they must comply with MSHA 30CFR Part 62 Health Standards for Occupational Noise Exposure.
- e. All **Express Transportation Services** vendors and/or contractors shall receive notice of Part 62 training in sites-specific hazard training before conducting work activity in a hearing protective area by the plant operator and/or Safety department.
- f. **Express Transportation Services** will request a follow-up evaluation when a STS or RHL has occurred and been sustained by a repeat audiogram.
- g. Invalid, STS & RHL Audiogram Follow-up Evaluation Procedures.
- i. **Express Transportation Services** Safety department shall schedule the miner to have a retest within 30 days, and request:
- ii. A recent audiogram.
- iii. If a valid audiogram is obtained, they shall report the results to the **Express Transportation Services** Safety department within 5 days. If
- iv. the audiogram is still invalid, they shall:
- (1) Perform an examination, if pre-employment physical exam was done elsewhere.
 - (2) When necessary schedule further examinations or consultations in order to accurately diagnosis the reason for the invalid hearing test.
 - (3) Obtain an audiological consultation for all miners whose cause is not otherwise determined.
 - (4) Insure that a valid audiogram or "best" audiogram (if the cause can not be further treated) is obtained at the end of treatment or the evaluation process and
 - (5) Designate this exam as the miner's baseline audiograms.
- v. The results of its evaluation shall be reported to **Celebrity Coaches of America, Inc.** Safety department.
- vi. Include the cause of determination:

Express Transportation Services

- (1) Work related
 - (2) Not work related
 - (3) Can not be determined
 - (4) The designated baseline audiogram results
 - (5) When the next audiogram should be scheduled
 - (6) **Express Transportation Services** Safety department shall evaluate the cause of initially invalid audiogram and for work related cause. non-industrial related exposure, refer the miner to their private
 - vii. For physician for further evaluation and medical care.
 - viii. For work related cause, the miner will be referred to the company's industrial insurer for treatment.
 - ix. For a "cannot be determined cause", referred to a consultation from an Audiologist.
 - x. Schedule the miner for their next audiogram.
 - xi. Establish the valid or best audiogram as the miner's baseline audiogram.
 - xii. Inform the miner of the results within 10 days.
 - xiii. Schedule the miner for hearing protection and training when they are assigned to work activity in an area that requires hearing protection.
- h. Initial Audiogram Testing:
- i. An initial audiogram shall be conducted on all new miners during pre-employment.
 - ii. When the pre-employment is done elsewhere, a copy of the audiogram results will be sent to **Express Transportation Services** Safety department for confirmation of a valid baseline audiogram.
 - iii. **Express Transportation Services** Safety department will ensure that the audiogram was conducted by a qualified technician defined by Part 62.101.
 - iv. If **Express Transportation Services** Safety department determines that audiogram is invalid, the new miner shall be sent for repeat of the audiogram for confirmation.
 - v. **Express Transportation Services** new miners or transferred miners from other operations, shall have a baseline audiogram established, if they work in a required hearing protection area.
 - vi. If the baseline audiogram results are invalid, **Express Transportation Services** Safety department shall re-schedule the miner for confirmation within 30 days.

Express Transportation Services

- vii. Upon receipt of the final determination and report, **Celebrity Coaches of America, Inc.** Safety department shall evaluate the report and if a work-related cause exists, refer the miner to the company's industrial insurer for treatment.
- viii. For non-work related exposures, refer the miner to their private physician for further evaluation and medical care.
- i. Annual Audiometric Testing:
 - i. All **Express Transportation Services** miners that are enrolled into **Express Transportation Services** Hearing Conservation Program shall have an annual audiogram:
 - (1) At the times when a mobile clinic is onsite.
 - (2) Upon receipt of the results of audiograms, **Express Transportation Services** Safety department shall within 10 days:
 - (a) Inform the miner of results and provide the miner a copy of audiogram.
 - (b) Schedule any miner who has had a Standard Threshold Shift (STS) or Reportable Hearing Loss (RHL) for a repeat audiogram and/or a follow-up evaluation.
 - (3) Upon receipt of the results of the repeat audiogram and/or the follow-up evaluation **Express Transportation Services** Safety department shall:
 - (a) If neither a STS or RHL has been sustained by the repeat audiogram and or follow-up evaluation, the miner shall be notified that no other action is necessary.
 - (b) If an STS or RHL has been confirmed and is judged to be work related **Express Transportation Services** Safety department will initiate remedial action to prevent further hearing loss by re-evaluation of engineering and administration controls, transferring the miner to another area and/or enforcement of compliance to **Express Transportation Services** Hearing Conservation Policy and Procedures.
 - (c) If a miner has a 25 dBA shift or more at 2000, 3000, and 4,000 Hz in either ear and has been determined by the

Express Transportation Services

evaluation physician to be work related, **Celebrity Coaches of America, Inc.** Safety department will process a 7000-1 MSHA Reportable according to CFR 30 part 50. (Effective: October, 2000)

10. Record Keeping

Express Transportation Services Safety department shall comply with all aspects of 30 CFR Part 62.190.

The authorized representatives of the Secretaries of Labor and Health and Human Resources have access to all records required under 62.190. Upon written request **Express Transportation Services** will provide, within 15 calendar days of the request; access to records as per specifications of 62.190.

Express Transportation Services will comply with specifications that are included in the regulations as to the storage and transfer of records should the business cease operations.

The following records shall be kept by:

Environmental noise testing and monitoring

Tests

Calibration of testing devices

Certification of Testers

Results

Action taken

Engineering and Administration Controls

Evaluation of E & A Considered

Implemented standard operating procedures

Implementation of noise reduction equipment

Record of placarded areas

Crusher

Process

Metallurgical Lab

Mobile Equipment

Other Mine Operations

Acknowledgment of providers

Receipt of 30 CFR Part 62

Receipt of this hearing conservation program

Willingness to comply with 30 CFR Part 62

Express Transportation Services

Individual Miners

Initial testing

Annual testing

Training and Fit Testing

When a RHL has occurred – 30 CFR Part 62.175(b)

When an STS has occurred – 30 CFR Part 62.174

Any actions taken

Express Transportation Services Safety department will maintain all written formal records of miner exposures.

Express Transportation Services

MSHA Key Definitions

Action Level – An 8-hour time-weighted average sound level (TWA8) of 85 dBA, or equivalently a dose of 50% integrating all sound levels from 80 dBA to at least 130dBA.

Audiologist – A professional specializing in the study and rehabilitation of hearing, who is certified by the American Speech-Language-Hearing Association (ASHA) or licensed by the state board of examiners.

Baseline Audiogram – The audiogram recording in accordance with 62.170 (a) of this part against which subsequent audiograms are compared to determine extent of hearing loss.

Criterion Level – the sound level which if constantly applied for 8 hours results in a dose of 100% of that permitted by the standard.

Decibel (dB) – A unit used to express sound power level (L_w), the decibel is 20 times the common logarithm of the ratio of measured sound pressure to the standard reference sound pressure of 20 micropascals (uPa) which is the threshold of normal hearing sensitivity at 100 hertz (Hz). Also for measuring hearing threshold levels, the decibel is the difference between audiometric zero (reference pressure equal to 0 hearing threshold level) and threshold of hearing of the individual being tested at each test frequency.

Dual Hearing Protect Level – A TWA of 105 dBA or equivalently a dose of 800% of that permitted by the standard, integrating all sound levels from 90 dBA to at least 140 dBA.

Hearing Protector – Any device or material, capable of being worn on the ear or in the ear canal, sold wholly or in part on the basis of its ability to reduce the level of sound entering the ear, and which has a scientifically accepted indicator of noise reduction value.

Hertz (Hz) – Unit of measurement of frequency numerically equal to cycles per second.

Medical Pathology – A condition or disease affecting the ear.

Qualified technician – A technician who has been certified by the Council for Accreditation in Occupational Hearing Conservation (CAOHC) or by another recognized organization offering equivalent certification.

Permissible exposure level – A TWA8 of 90 dBA or equivalently a dose of 100% of that permitted by the standard, integrating all sound levels from 90 dBA to at least 140 dBA.

Express Transportation Services

Reportable Hearing Loss (RHL) – A change in hearing sensitivity for the worse relative to the baseline audiogram, or the revised baseline audiogram where one has been established in accordance with 62.170 (c)(2) of an average of 25 dBA or more at 2000, 3000 and 4000 Hz in either ear.

Safety Department – wherever safety department is referred to will also mean Administrative Officer and/or Plant Manager.

Standard Threshold Shift (STS) – A change in hearing sensitivity for the worse relative to the baseline audiogram where one has been established, of an average of 10 dBA or more at 2000, 3000 and 4000 Hz in either ear.

Time-weighted average – 8 hour (TWA). The sound level which, if constant over 8 hours, would result in the same noise dose as is measured.

Express Transportation Services

MSHA 30 CFR Part 62 Occupational Noise Exposure Sites.

Electrical



9/14/2009

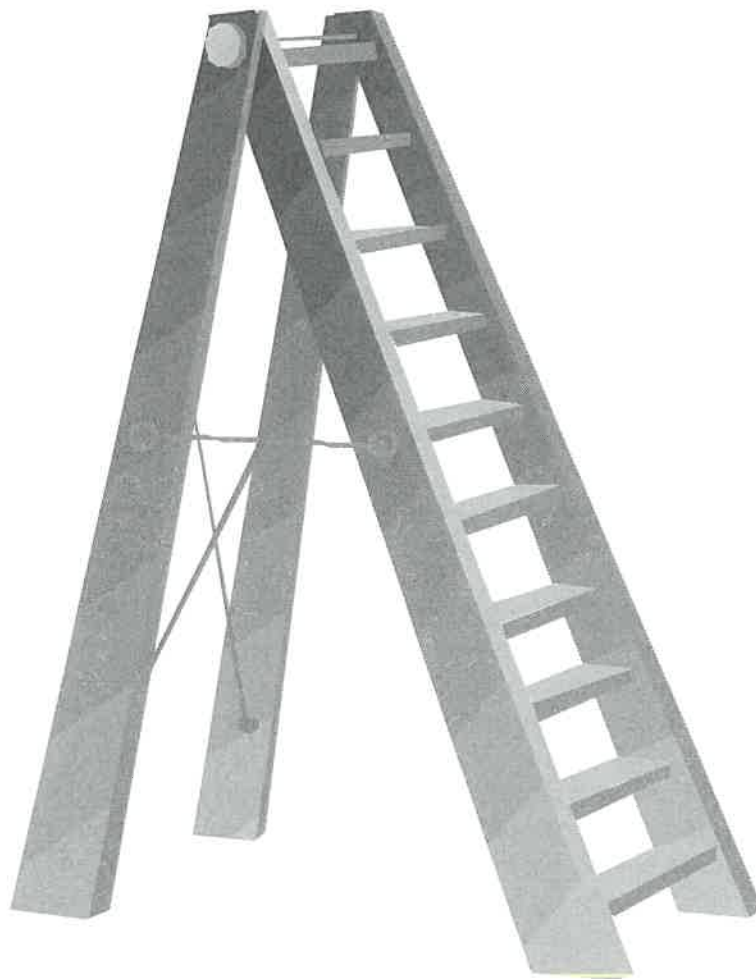
ELECTRICAL

Express Transportation Services will remain in compliance with current NEC codes and will provide approved ground-fault circuit interrupters for all 120-volt, single phase, 15 and 20 ampere receptacle outlets on construction sites which are not a part of the permanent wiring of the building or structure and which are in use by employees. Receptacles on the ends of listed extension cords are not part of the permanent wiring and therefore will be protected by ground-fault circuit interrupters whether or not the listed extension cord is plugged into permanent wiring. No job made extension cords will be accepted.

Electrical work on or near energized electrical circuits will be performed by a qualified individual. As a minimum, individuals performing work on or near energized electrical circuits will be either: a licensed electrician in the state in which the work is being performed; or, a 5th year apprentice or Journeyman electrician who has been trained by a recognized trade or union training program. Additionally, the individual will be experienced in working with the type of electrical circuits on which energized electrical work is to be performed.

Minimum requirements to work on or near energized electrical circuits also include the use of rated, insulated tools and the necessary personal protective equipment. Personal protective equipment will always include eye protection. It is **Express Transportation Services's** responsibility to assess the work hazards associated with the work and to ensure our employees and sub contractor's employees use any additional safety equipment over and above these minimum requirements.

Ladders



9/14/2009

LADDERS

1. **COMPLIANCE:** All stairways and ladders will be in compliance with the following:
 - a. Self-supporting and nonself-supporting portable ladders will be rated to support 4 times the maximum intended load.
 - b. Two or more ladders or a double-cleated ladder will be provided for access to or egress from a structure on which more than 25 people are working.
 - c. Ladder rungs and cleats will be parallel, level, and spaced uniformly. The rungs will be uniformly set at an interval between 10 and 14 inches.
 - d. The minimum distance between the 2 side rails of a fixed ladder and individual rung stepladders will be 16 inches.
 - e. The rungs of portable and fixed metal ladders will be corrugated, knurled, dimpled, or coated with skid-resistant material.
 - f. Ladders will not be tied or fastened together vertically unless they are specifically designed for that purpose.
 - g. If two or more separate fixed ladders are used to reach an elevated work area, they will be offset and include a platform, guardrails, overhead protection, and toe boards.
 - h. Permanently attached ladders will have a back clearance of 7 inches or more.
 - i. There will be at least a 30-inch clearance at the base of the climbing side of a ladder.
2. **USE REQUIREMENTS FOR LADDERS:**
 - a. A worker who ascends or descends a ladder will face the ladder and not hand-carry objects or loads that could affect stability.
 - b. All points of access to ladders will be clear of construction materials.
 - c. If used in an area where it can be displaced by activity or traffic, a ladder will be secured to prevent its accidental displacement.
 - d. All ladders will be periodically inspected for defects (for example, broken or missing rungs) by a competent person. If a ladder has been damaged in any way, it will be thoroughly inspected; if any defects are found, the ladder will be tagged **"DO NOT USE"** and removed from service. Do not paint wooden ladders as painting will hide defects.
 - e. Portable ladders used to reach an upper landing of a structure will have side rails that extend at least 3 feet above the landing.
 - f. Ladders will be free of oil, grease, and other hazards that may cause a worker to slip.

- g. Ladders will be used only for the purpose for which they were designed. Ladder bases will have slip-resistant feet (unless secured) and be used on a surface that is stable and level.
- h. Ladders will not be moved, shifted, or extended when workers are on them.
- i. Ladders that may come in contact with exposed energized electrical equipment will have nonconductive side rails.
- j. Single-rail ladders will not be used.
- k. Stepladders should only be used fully unfolded, and workers will not stand above the second from the top step.
- l. Wooden ladders will not be painted so as to obscure a defect in the wood; only a clear, nonconductive finish will be used.
- m. Ladders will be sufficiently strong for their intended use.
- n. Portable metal ladders will not be used in the vicinity of energized electrical circuits.
- o. Ladders shall not be placed in front of a door that opens toward the ladder, unless the door is open, locked, or guarded.
- p. Only one employee will work from a ladder at one time (except for hook type ladders.) If two employees are required, a second ladder will be used.
- q. When ascending or descending ladders, employees will have both hands free and shall face the ladder.
- r. Ladders will not be used as scaffold platforms.
- s. Boxes, chairs, etc., will not be used as ladders.
- t. Employees will not use a ladder until they have been properly trained in its use.

3. STRAIGHT LADDERS:

- a. Portable straight ladders will not be used without nonskid bases.
- b. The ladder will be placed so that the distance between the bottom of the ladder and the supporting point is approximately one-fourth of the ladder length between supports.
- c. Straight ladders will not be climbed beyond the third step from the top.
- d. When working from a portable ladder, the ladder must be securely placed, held, tied, or otherwise made secure to prevent slipping or falling.
- e. When dismounting from a ladder at an elevated position (as at a roof) the employee shall ensure that the ladder side rails extend at least 3 feet above the dismount position, or that grab bars are present.
- f. Ladders will not be spliced together to form a longer ladder.
- g. A ladder will not be placed against an unsafe support.
- a.

Welding & Cutting



9/14/2009

WELDING AND CUTTING

1. Welding and cutting will be performed only by experienced and properly trained persons. Before welding or cutting is started, the area will be inspected for potential fire hazards.
2. Suitable fire extinguishing equipment shall be immediately available at all locations where welding and cutting equipment is used.
3. Matches will not be carried by welders or their helper when engaged in welding or cutting operations.
4. Where combustible materials such as paper clippings, coal, or wood shavings are present, the floor shall be swept clean for a radius of 35 feet before welding.
5. To protect eyes, face, and body during welding and cutting, the operator will wear an approved helmet or goggles, proper protective gloves and clothing. Helpers or attendants shall wear proper eye protection. Other employees will not observe welding operations unless they use approved eye protection.
6. Proper eye protection will be worn to guard against flying particles.
7. Welders will place welding cable, hoses, and other equipment so that it is clear of passageways, ladders, and stairways.
8. Gas Welding and Cutting - Only approved gas welding or cutting equipment will be used.
9. Approved back flow check valves will be used on gas welding rigs in both gas and oxygen lines.
10. Welding hose will not be repaired with tape.
11. Matches will not be used to light a torch; a torch will not be lighted on hot work. A friction lighter or other approved device will be used.
12. Rules and instructions supplied by the manufacturer or affixed to the machine will be followed.
- 1.

FEE SCHEDULE



September 6, 2023

Cesar Roldan
City of Huntington Park
6550 Miles Ave
Huntington Park, CA 90255

Express Transportation Services LLC ("ETS") is pleased to present our fee schedule for the management and operation of Fixed-Route Shuttle Bus Transportation Services for the City of Huntington Park ("City").

We propose to provide the services as described in our accompanying proposal for the following fee structure:

- \$79.00 per operating hour
 - Annual increases will be the greater of 3% or a published regional cost of living adjustment.
 - Extensions beyond the fifth year to be negotiated with the City of Huntington Park.
 - Reimbursable expenses are not applicable.
 - Subcontractors are not applicable as ETS will use employees only in the performance of this contract.

ATTACHMENT "B"

Fixed-Route Shuttle Bus Transportation Services

City of Huntington Park



LAZ Transportation Services

Part 1: Technical Proposal

September 6th, 2023

COVER LETTER

September 6th, 2023

City of Huntington Park
ATTN: Cesar Roldan, Director of Public Works
6550 Miles Avenue | Huntington Park, CA 90255

RE: REQUEST FOR PROPOSAL FOR FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES

Dear Mr. Roldan:

On behalf of the entire LAZ Parking family, our Southern California team, and our national Transportation Services group, we are honored to present the enclosed proposal to operate the Fixed-route Shuttle Bus Transportation Services for the City of Huntington Park. We are very grateful for the opportunity to participate in this process and guarantee, that should LAZ be fortunate enough to become your transportation partner for this project, we will bring the same customer-centric and dedicated management oversight we have delivered several similar clients and communities across the country.

LAZ is at the forefront of best-in-class transportation management operations. We serve in markets across the nation, including suburban Washington, D.C., Chicago, San Francisco, and Los Angeles. Additionally, we have several mobility clients in Southern California, with an established transportation management talent pool to grow from.


Our management model is based on creating relationships and developing partnerships with local community transportation operators.

- A safety focused professional team with extensive transportation experience
- A large resource base of support – locally and nationally
- A seamless transition from previous contractor
- A transparent reporting and management style
- A customer first attitude and a clear understanding performance management


I have read, understood, and agreed to all statements in this request for proposal and acknowledge receipt of all addendums/amendments as well as to the terms, conditions and attachments referenced.

In closing, we want to say thank you once again for the opportunity to present this proposal. We are hopeful that we will be afforded the privilege of developing a long-term and successful relationship together and expanding our scope of services to become the City of Huntington Park's mobility partner for years to come.

Sincerely,



CONRAD MIDOLO
Regional Vice President, Los Angeles
1200 Wilshire Blvd, Suite 100B
Los Angeles, CA 90017
C: (562) 332-8619
cmidolo@lazparking.com



PAULA HENRY
Vice President, Transportation Services
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Los Angeles, CA 90017
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phenry@lazparking.com



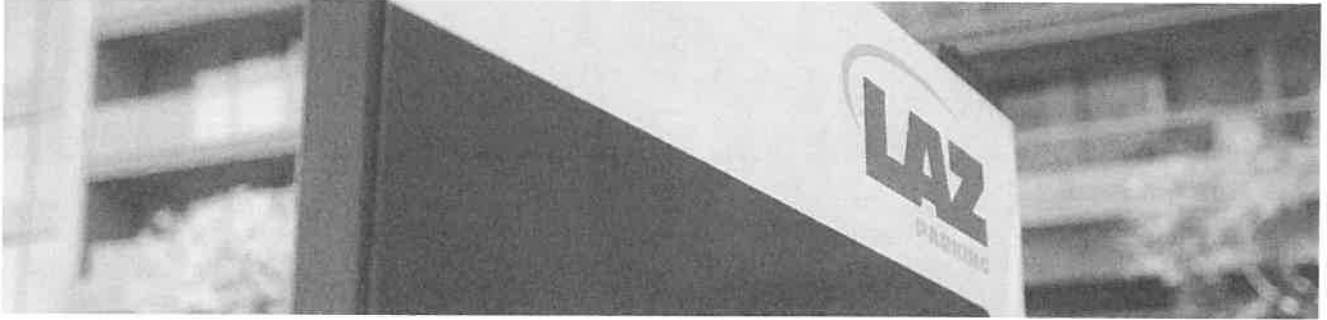


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Fixed-Route Shuttle Bus Transportation Services

City of Huntington Park

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1. COMPANY BACKGROUND

*Vendor's Background: **Maximum 2-page** background on the vendor and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the vendor and the specific task(s) or functions the subconsultant will perform.*

LAZ Parking is the largest and fastest-growing privately-owned parking and transportation operator in the United States and a pioneer in digital technology. Founded in Hartford, CT, in 1981, with four decades of experience providing best-in-class parking management and transportation services, LAZ operates over 80 transportation locations across the country in 41 states. We pride ourselves in being best in class in operational excellence, customer experience, sustainability, safety, and security.

Over the past decade, LAZ has led the industry with business intelligence, bus telematics, and customer solutions, and innovation. LAZ's mission is to "Create Opportunities for Our Employees and Value for Our Clients". We are a people-driven company that believes in elevating the customer experience through partnerships. For more information, visit www.lazparking.com.

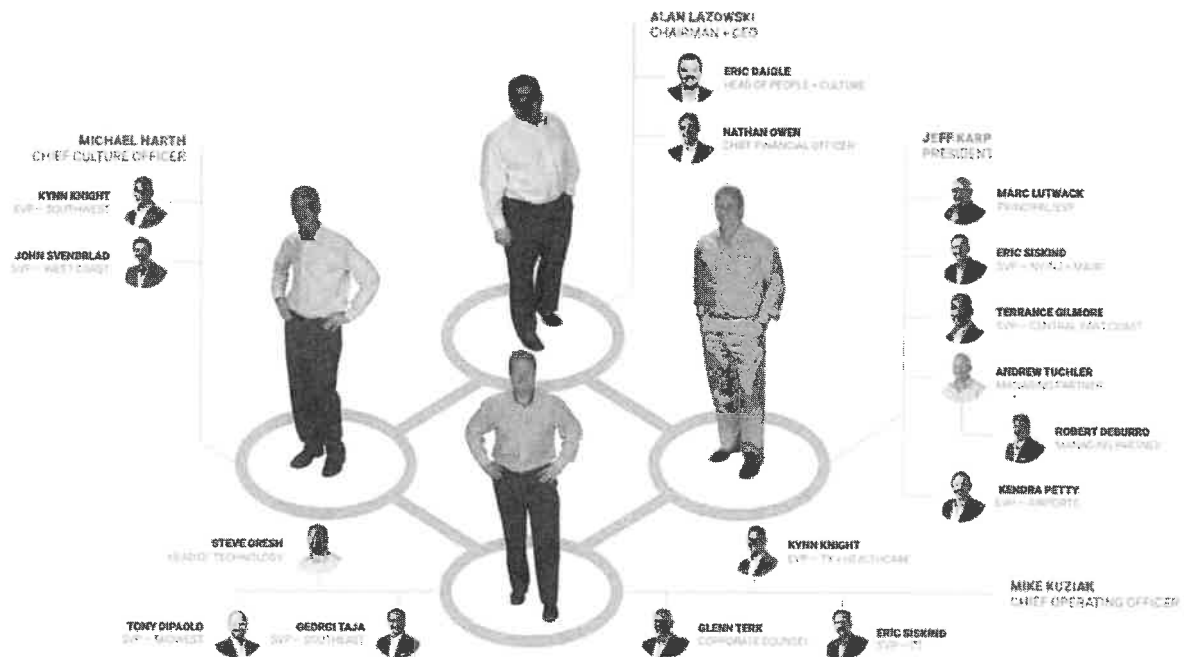


Corporate Organizational Chart

Principal Leadership: Our principal officers, described below, have decades of experience in the parking industry and will guide our leadership team throughout this contract. LAZ Parking was formed when three longtime best friends – Alan Lazowski, Jeff Karp, and Michael Harth – combined the experience and success of their independent businesses to create one of the largest parking and transportation companies in America.



Four decades later, our founders and their original values continue to guide the LAZ Parking of today. With a laser-focused mission, we are passionately committed to living up to "The LAZ Way."



Financial Qualifications

LAZ Karp Associates, LLC (d/b/a "LAZ Parking") is a limited liability corporation organized pursuant to the laws of the State of Connecticut. In 2021, LAZ Parking announced an investment from Argo Infrastructure Partners, a leading infrastructure investor based in New York with a focus in long-term investments, targeting higher quality infrastructure assets and businesses, including EV and sustainability initiatives. This new partnership will strengthen our existing capabilities, contribute, and sustain its strong relationships with employees and customers. As demonstrated by its sound financial performance, LAZ has grown to become the second largest parking operator in the United States, overseeing traffic revenues in excess of \$1.4 billion annually.



LAZ provides transportation services nationwide. We employ a core team of specialists to oversee every operation, but we pride ourselves on providing jobs and opportunities for the people in the communities we serve. Putting people first means supporting local businesses. It is our mission to provide a safe, successful, and enjoyable experience for everyone. LAZ's custom shuttle solutions benefit a variety of clients: Universities, Medical facilities and hospitals, Class A office buildings, Mixed-use residential and retail developments, airports, and additional municipal assets.

We believe LAZ's approach to creating an authentic Culture of Service is contagious. We understand every client holds high expectations for customer service excellence and safe transport, LAZ has always been up to this challenge. We are proud to boast a 98% client retention rate, one of the highest in the industry. The combination of customer focus, operational technology, industry partnerships and compliance with local, state, and federal guidelines is key to our success. Our comprehensive approach to shuttle management provides sustainable solutions that enhance rider experience, streamline shuttle operations, and improve the financial position for our clients.

LAZ Parking is a national parking company, headquartered in Hartford, CT, with regional offices across the US - **the closest of which to Huntington Park is 1200 Wilshire Blvd, in Los Angeles**. We operate through these regional offices headed by officers of the company. This organizational structure enables LAZ to offer its clients the resources of a large company but with the attention and responsiveness more typical of a local company.

LOCAL FOCUS, NATIONAL SUPPORT

Support from our home office includes:

- Human Resources
- Wellness, People and Culture
- Training and Development
- Audit and Claims
- Insurance and Risk
- Accounts Payable / Receivable
- Customer Support Center
- Business Intelligence
- Data Management
- Marketing



Our Valued Partnerships

Over its vast history in the industry, LAZ Parking has fortified numerous partnerships in both municipal and transit operations alike. The following clients can attest to our excellence and professionalism:



COUNTY OF ALAMEDA, CA

LAZ Parking operates a shuttle service for the County of Alameda employees as well as transportation services for County outreach participants. This shuttle service includes 7 - 24 passenger shuttles transporting from the BART and to various County buildings during weekdays. In addition, we operate an on-demand service for County special event requests.

Contact: Scott Transou, Logistics Services Manager – Transit			
Address:	1401 Lakeside Dr.	City, State:	Alameda, CA
Phone:	(510) 272-6401	Email:	Scott.Transou@acgov.org
Service:	Fixed – Shuttle Service	Value:	\$1.3M annually
Start Date:	May 2018	End Date:	Currently serving
Scheduling/Telematics Systems:	Ride System/Samsara	Passenger Volume:	74,270 Annually
Vehicles:	7 diesel shuttle buses 24 passenger		

CITY OF DANA POINT, CA

LAZ Parking operates a fixed-route service within the City of Dana Point utilizing cutaway shuttle buses and trolleys. The 20 route supports the hotel and restaurant venues, residents, and community parks. In addition, we provide increased services during special events such as the BBQ festival, Tall Ships Festival, Music Festival, Food and Wine Festival, and annual holiday Boat Parade.

Contact: Matt Sinacori, Deputy Director of Public Works – City Engineer			
Address:	33282 Golden Lantern	City, State:	Dana Point, CA
Phone:	(949) 248-3574	Email:	msinasori@danapoint.org
Service:	Fixed – Shuttle Service	Value:	\$ 8M annually
Start Date:	May 2016	End Date:	Currently serving
Scheduling System:	Transloc	Passenger Volume:	380,000 annually
Vehicles:	5 CNG and 1 gasoline shuttle bus/trolley ranging from 22-26 passenger		

CITY OF LAGUNA BEACH, CA

LAZ Parking operates a fixed route service with a combination of up to 24 shuttle buses, and trolleys running 6 routes daily in the City of Laguna. The service supports the local community accessing venues within the city limits. In addition, we operate an on-demand service for passengers with special needs as well as the public offering reservation-based transportation.

Contact: Michael Litschi, Deputy Director of Public Works - Transit			
Address:	1875 CA 133	City, State:	Laguna Beach, CA
Phone:	(949) 497-0303	Email:	mlitschi@lagunabeachcity.net
Service:	Fixed & Para – Shuttle Service	Value:	\$2.2M annually
Start Date:	June 2021	End Date:	Currently serving
Scheduling System:	Transloc	Passenger Volume:	725,000 annually
Vehicles:	24 propane shuttle buses ranging from 18-22 passenger		





3. PROJECT APPROACH

*Project Approach: **Maximum 2-page** of the proposed approach to providing this specific service. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP. Include a brief overview of the Vendor's understanding of the program. The content will reflect the particular viewpoint of the Vendor.*

We are excited by the opportunity to provide our tried-and-true operation methods and services to the City of Huntington Park's Fixed-Route Shuttle Bus Transportation Services program. LAZ Parking agrees to provide these services to the City of Huntington Park in accordance with the terms and conditions, as laid out in THE REQUEST FOR PROPOSAL FOR FIXED ROUTE SHUTTLE BUS TRANSPORTATION SERVICES.

Hiring – Only the Best

LAZ Parking has a comprehensive pre-employment screening program in place to make sure that only the most qualified candidates are chosen for employment for the Fixed-Route Shuttle Bus Transportation Services Contract. Pre-employment screening is an effective risk management tool that promotes a safe and profitable workplace by helping to limit the uncertainty inherent in the hiring process. Included in our process are:

- Intensive Interview Process
- DOT Pre-employment Testing
- Post-accident, Reasonable Suspicion, and Random Alcohol & Drug Testing
- DMV H-6 Review
- Compliance with California Pull Notice Program
- Compliance with all California Background Check Programs

Driver Training

Within our Safety Management System is a curriculum which includes basic to advanced skills required to operate commercial vehicles of varying passenger counts, performance of thorough inspections, preparation for adverse driving condition, up to studying defensive driving practices reinforced by empirical studies, among other disciplines. Our thorough approach emphasizes commitment to best-in-class safety and training. The ultimate benefit is received by our passengers and the individuals we serve.

As a people first company, LAZ has made an active effort to tailor our training plan to our drivers. We focus on preparing them for the decisions they will make moment by moment, rather than incident by incident. By focusing on choices, and encouraging the best decisions, we empower our drivers to provide a safe environment for themselves and others.

At the core of our program are the 5 Principles of Decision Driving:

1. Expand Your Look Ahead Capacity
2. Get the Bird's Eye View
3. Signal Your Intentions Early
4. Plan and Escape Route
5. Take Decisive Action

Operations Plan

The management team at LAZ Transportation, led the Project/Operations Manager assigned, will be accountable for all performance, activities, and compliance with the requirements of the City of Huntington Park's Fixed-Route Shuttle Bus Transportation Services contract.

As part of the overall Operational Plan, LAZ will be responsible for management of the shuttle operations, including but not limited to:

- Ensuring that operations staff and bus drivers are trained properly and are equipped with the tools required to complete their job duties
- Ensuring adherence and compliance by personnel to all established customer service and operations policies, rules, procedures, and regulations
- Ensuring all staff have complete understanding of job description and understand customer service expectations
- Ensuring that passengers are picked up in a timely manner and transported safely, and that the clients' expectations for service delivery are exceeded
- Daily use and evaluation of data through a world class telematics and camera system
- Ensuring appropriate staffing schedules at all locations
- Ensuring all employees are in their proper uniform
- Directing and coordinating the customer service activities of all personnel
- Building a schedule to ensure that adequate resources are allocated for daily operations
- Incorporation of our ESG practices

We believe in fostering a partnership based on straightforward, open, and honest communication. Cultivating trust increases loyalty, engagement, and commitment between both our customers and employees. Transparency and integrity are the basis of our operational plan.

Start Up Plan

The essential components of any start-up plan are preparation and having the fundamentals in place. As such, we will take full responsibility and ownership of the process providing you with our full commitment to do everything necessary to ensure a smooth start-up. Close coordination with the City's Project Manager, including agreement on the start-up process, and regular meetings and communication with internal staff on the plan are crucial for a successful start-up.

The Shuttles Operations' Start-up Plan will be focused on capturing information, developing, and implementing plans in all aspects of the operation to meet the contractual requirements of the City of Huntington Park's Fixed-Route Shuttle Bus Transportation Services program.

The initial start-up plan is very robust and entails detailed tasks, personnel, and timelines. The format and content of the plan has been successfully utilized in many other fixed route start-up operations.

This plan is meant to be fluid and can be adjusted to meet the needs of the stakeholders and operation. A comprehensive outline of the projected activities and timelines will be finalized after an initial meeting between LAZ and the City's Project Manager.

More detailed information about our operations and start up plans' approach can be shared as requested.





4. PROPOSED PERSONNEL

*Proposed Personnel: **Maximum 2-page resume** for the project manager/operator and **1-page resume** for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.*

To fully support the needs of the Fixed-Route Shuttle Bus Transportation Services, LAZ will hire a full-time Project/Operations Manager to be assigned to the City of Huntington Park's Fixed-Route Shuttle Bus Transportation Services program. Should the Project/Operations Manager not be fully onboard at the start of the service, LAZ will draw from its extensive SoCal operations leadership team to oversee the service in the interim period. For this project, we have identified Marco Carrillo as the interim Project/Operations Manager. See attachment 4 for his resume.

In addition, LAZ has included a Shuttle Operations Supervisor in the operation plan for the City of Huntington Park's Fixed-Route Shuttle Bus Transportation Services program. The primary role of the Supervisor will be to be in the field monitoring service, handling issues, reacting to emergencies, and overall support of the drivers. Job descriptions for both positions are below.

Job Description: Shuttle Project/Operations Manager

The Shuttle Project/Operations Manager oversees the operations of the shuttle location to ensure 24/7 professional shuttle operations management.

RESPONSIBILITIES:

- Lead, direct, and develop a team of shuttle drivers and road supervisors.
- Manage, plan, schedule, train and direct the activities of on-site shuttle drivers and ensure safety is top priority.
- Responsible for payroll processing; ensuring sign off on hours in timely manner; collaborate with the local payroll department to ensure pay data is completed properly; work with Human Resources Manager to ensure proper wage and hour compliance.
- Understand, implement, and deliver all requirements that are outlined within the contractual agreement between LAZ Parking and our client.

- Manage daily, weekly, monthly operational reports as required.
- Monitor and maintain shuttle technology.
- Ensure that customer satisfaction is maximized by maintaining the highest level of service thresholds and initiatives that are aligned with the expectations of our client.
- Implement and complete other projects, programs, and initiatives that may arise from the operation of assigned location.
- Communicate with local police department and emergency management teams regarding operations.
- Additional related duties as assigned.

EXPERIENCE:

- Must have experience running a shuttle program with Class A/B drivers with Passenger endorsement.
- Must possess current CDL with passenger endorsement.
- Must have experience with DOT compliance and record keeping.
- Must have experience with routine and preventative maintenance.
- Must have dispatch and scheduling experience.
- Basic understanding of vehicle mechanics is preferred.
- Previous experience with GPS and onboard camera is preferred.
- 3+ years in Management role.
- Knowledge of Excel, Word, Power Point and General Microsoft Office Applications.
- Ability to be flexible in schedule to meet operational needs. After hours and weekends may be necessary.

Job Description: Shuttle Operations Supervisor

The Supervisor supports the Operations Manager during their off-shift times. This position provides guidance and assistance to the drivers in the field.

RESPONSIBILITIES:

- Ensures staff adheres to rules of conduct, policies, and procedures.
- Supervises, mentors, and trains staff on day-to-day activities.
- Assists in establishing performance standards, recommends and implements necessary procedure changes.
- Promotes good customer relations by consistently providing premier customer satisfaction with a friendly demeanor, can-do attitude, and willingness to help at all times.
- Assists customers over intercom system, in lobbies, lanes, and in the parking office.
- Responsible for running any reports related to daily revenue, credit cards, garage data or other reports requested by management
- Assists with periodic training as needed.
- Assists with creation of weekly garage schedule.
- Resolves customer service issues or questions as needed.
- Greets by/use name, is responsive and timely with correspondence and problem resolution, and displays a caring attitude, develop a rapport with the customer base.
- Accepts monthly and debit payments and process credit cards.
- Basic computer skills in the parking revenue control system (add/delete accounts, key in required information from monthly applications).
- Other related duties as assigned.

EXPERIENCE:

- Supervisory experience is preferred but not required.
- Strong customer service experience.
- Transportation shuttle industry experience is required.





5. REFERENCES

*References: Each vendor must include **at least 2** agency references going back **not more than five (5) years** from the issuance of this RFP in which the vendor was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by vendor for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the vendor's work.*

Over its vast history in the industry, LAZ Parking and Transportation has fortified numerous partnerships in both municipal and transit operations alike. The following clients can attest to our excellence and professionalism (additional references available upon request):



COUNTY OF ALAMEDA, CA

LAZ Parking operates a shuttle service for the County of Alameda employees as well as transportation services for County outreach participants. This shuttle service includes 7 - 24 passenger shuttles transporting from the BART and to various County buildings during weekdays. In addition, we operate an on-demand service for County special event requests.

Contact: Scott Transou, Logistics Services Manager – Transit

Address:	1401 Lakeside Dr.	City, State:	Alameda, CA
Phone:	(510) 272-6401	Email:	Scott.Transou@acgov.org
Service:	Fixed – Shuttle Service	Value:	\$1.3M annually
Start Date:	May 2018	End Date:	Currently serving
Scheduling/Telematics Systems:	Ride System/Samsara	Passenger Volume:	74,270 Annually
Vehicles:	7 diesel shuttle buses 24 passenger		

CITY OF DANA POINT, CA

LAZ Parking operates a fixed-route service within the City of Dana Point utilizing cutaway shuttle buses and trolleys. The 20 route supports the hotel and restaurant venues, residents, and community parks. In addition, we provide increased services during special events such as the BBQ festival, Tall Ships Festival, Music Festival, Food and Wine Festival, and annual holiday Boat Parade.

Contact: Matt Sinacori, Deputy Director of Public Works – City Engineer

Address:	33282 Golden Lantern	City, State:	Dana Point, CA
Phone:	(949) 248-3574	Email:	msinasori@danapoint.org
Service:	Fixed – Shuttle Service	Value:	\$.8M annually
Start Date:	May 2016	End Date:	Currently serving
Scheduling System:	Transloc	Passenger Volume:	380,000 annually
Vehicles:	5 CNG and 1 gasoline shuttle bus/trolley ranging from 22-26 passenger		

CITY OF LAGUNA BEACH, CA

LAZ Parking operates a fixed route service with a combination of up to 24 shuttle buses, and trolleys running 6 routes daily in the City of Laguna. The service supports the local community accessing venues within the city limits. In addition, we operate an on-demand service for passengers with special needs as well as the public offering reservation-based transportation.

Contact: Michael Litschi, Deputy Director of Public Works - Transit

Address:	1875 CA 133	City, State:	Laguna Beach, CA
Phone:	(949) 497-0303	Email:	mlitschi@lagunabeachcity.net
Service:	Fixed & Para – Shuttle Service	Value:	\$2.2M annually
Start Date:	June 2021	End Date:	Currently serving
Scheduling System:	Transloc	Passenger Volume:	725,000 annually
Vehicles:	24 propane shuttle buses ranging from 18-22 passenger		





6. FEE STRUCTURE PROPOSAL

*Fee Structure Proposal: **Maximum 1-page** detailed cost estimate to fully operate and oversee the system; in compliance with all applicable federal, state, county and local requirements. Keep in mind all tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Task 1. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the vendor's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Task 1, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.*

Fee Structure Proposal

STAFFING PLAN

Position Category	Labor Hour Allocation	# of Employees (FT/PT)	# of Hours (FT/PT)
Manager (salary position)	\$36-\$40 per hour	1	2080 (FT) per staff
Ops Supervisor (Salary)	\$28-\$32 per hour	1	2080 (FT) per staff
Operators	\$15-\$18 per hour	12-15	2080 (FT) per staff
Other (HR and ADMIN)	Supported by the Region	As needed	As needed

DETAILED BUDGET

	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Year One Total
REVENUE:	\$ 156,961	\$ 156,961	\$ 156,961	\$ 156,961	\$ 156,961	\$ 156,961	\$ 156,961	\$ 156,961	\$ 156,961	\$ 156,961	\$ 156,961	\$ 156,961	\$ 1,883,538
EXPENSES:													
SALARIES	\$ 40,712	\$ 40,712	\$ 40,712	\$ 40,712	\$ 40,712	\$ 40,712	\$ 40,712	\$ 40,712	\$ 40,712	\$ 40,712	\$ 40,712	\$ 40,712	\$ 488,544
BENEFITS AND TAXES	\$ 9,771	\$ 9,771	\$ 9,771	\$ 9,771	\$ 9,771	\$ 9,771	\$ 9,771	\$ 9,771	\$ 9,771	\$ 9,771	\$ 9,771	\$ 9,771	\$ 117,250
Payroll Tax	\$ 4,092	\$ 4,092	\$ 4,092	\$ 4,092	\$ 4,092	\$ 4,092	\$ 4,092	\$ 4,092	\$ 4,092	\$ 4,092	\$ 4,092	\$ 4,092	\$ 49,089
Workers Compensation	\$ 489	\$ 489	\$ 489	\$ 489	\$ 489	\$ 489	\$ 489	\$ 489	\$ 489	\$ 489	\$ 489	\$ 489	\$ 5,867
Group Health Insurance	\$ 4,885	\$ 4,885	\$ 4,885	\$ 4,885	\$ 4,885	\$ 4,885	\$ 4,885	\$ 4,885	\$ 4,885	\$ 4,885	\$ 4,885	\$ 4,885	\$ 58,623
401k Company Match	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 305	\$ 3,666
Total Wages & Benefits	\$ 65,505	\$ 65,505	\$ 65,505	\$ 65,505	\$ 65,505	\$ 65,505	\$ 65,505	\$ 65,505	\$ 65,505	\$ 65,505	\$ 65,505	\$ 65,505	\$ 777,114
Operating Supplies	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 3,000
Uniforms	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 208	\$ 2,496
Office Supplies	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 1,500
Total Operating Supplies	\$ 583	\$ 583	\$ 583	\$ 583	\$ 583	\$ 583	\$ 583	\$ 583	\$ 583	\$ 583	\$ 583	\$ 583	\$ 6,996
Shuttle Insurance	\$ 6,913	\$ 6,913	\$ 6,913	\$ 6,913	\$ 6,913	\$ 6,913	\$ 6,913	\$ 6,913	\$ 6,913	\$ 6,913	\$ 6,913	\$ 6,913	\$ 82,950
Deductibles/Claims	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	\$ 3,200	\$ 38,400
Total Insurance	\$ 12,113	\$ 12,113	\$ 12,113	\$ 12,113	\$ 12,113	\$ 12,113	\$ 12,113	\$ 12,113	\$ 12,113	\$ 12,113	\$ 12,113	\$ 12,113	\$ 145,351
Start-up Costs	\$ 27,370												\$ 27,370
Shuttle Fuel	\$ 77,634	\$ 77,634	\$ 77,634	\$ 77,634	\$ 77,634	\$ 77,634	\$ 77,634	\$ 77,634	\$ 77,634	\$ 77,634	\$ 77,634	\$ 77,634	\$ 931,612
Shuttle Cleaning Service	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 16,800
Technology	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 8,400
Communications	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 525	\$ 6,300
Safety	\$ 5,025	\$ 5,025	\$ 5,025	\$ 5,025	\$ 5,025	\$ 5,025	\$ 5,025	\$ 5,025	\$ 5,025	\$ 5,025	\$ 5,025	\$ 5,025	\$ 60,300
Information Technology Services	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275	\$ 3,300
Total Operating Costs	\$ 112,929	\$ 85,559	\$ 85,559	\$ 85,559	\$ 85,559	\$ 85,559	\$ 85,559	\$ 85,559	\$ 85,559	\$ 85,559	\$ 85,559	\$ 85,559	\$ 1,054,082
Total Annual Costs	\$ 191,129	\$ 152,855	\$ 152,855	\$ 152,855	\$ 152,855	\$ 152,855	\$ 152,855	\$ 152,855	\$ 152,855	\$ 152,855	\$ 152,855	\$ 152,855	\$ 1,883,538



ATTACHMENTS



Throughout our proposal, LAZ Parking has referenced a variety of supplemental attachments and documentation. These are summarized below and included in the following pages.

Contents

1.	Sample Certificate of Insurance	Verification of our insurance capabilities	Page 18
2.	Addendum 1	Signed Addendum 1	Page 20
3.	Addendum 2	Signed Addendum 2	Page 21
4.	Marco Carrillo's Resume	The resume of our proposed Project/Operations Manager	Page 38

Attachment-01: Sample Cert. of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amity Ins., a Division of Brown & Brown of MA, LLC 500 Victory Rd. Marina Bay North Quincy MA 02171		CONTACT NAME: Frank Griffin PHONE (AC, Ho, Ext): (617) 471-1220 FAX (AC, Ho): (617) 470-8241 E-MAIL ADDRESS: fgriffin@amityins.com															
INSURED LAZ Parking California, LLC 1200 Wilshire Boulevard Suite 100 B Los Angeles CA 90017		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Fire Insurance</td> <td>23035</td> </tr> <tr> <td>INSURER B: IM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER C: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER D: Markel American Insurance Company</td> <td>28932</td> </tr> <tr> <td>INSURER E: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER F: Everest National Insurance Company</td> <td>10120</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Insurance	23035	INSURER B: IM Insurance Corporation	33600	INSURER C: Berkley Insurance Company	32603	INSURER D: Markel American Insurance Company	28932	INSURER E: Federal Insurance Company	20281	INSURER F: Everest National Insurance Company	10120
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COVERAGES CERTIFICATE NUMBER: 22-23 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EB2611260451032	7/31/2022	7/31/2023	MED EXP (Any one person) \$ EXCLUDED
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COM/PROP AGG \$ 2,000,000
							SELF-INSURED RETENTION \$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO			AS2611260451072	7/31/2022	7/31/2023	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						DEDUCTIBLE (Per Occurrence) \$ 500,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB			SEE ATTACHED LIST OF POLICIES	7/31/2022	7/31/2023	EACH OCCURRENCE \$ 100,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 100,000,000
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUS: <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)	Y/N	N/A	KA5610260451052	7/31/2022	7/31/2023	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	GARAGEKEEPERS LIABILITY			AS2611260451072	7/31/2022	7/31/2023	\$1,000,000 LIMIT / DEDUCTIBLE: \$750,000
C	CRIME/EMPLOYEE DISHONESTY			BO345002892	7/31/2022	7/31/2023	\$5,000,000 LIMIT / DEDUCTIBLE: \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 30 Days' Notice of Cancellation provided, 10 days for non-payment of premium. . If agreed upon in a written contract or agreement, the certificate holder is included as an additional insured for general liability, but only with respect to the operations of the named insured. This insurance is primary and non-contributory to the additional insureds if agreed upon in a written contract or agreement. Waiver of subrogation applies in favor of the additional insureds if agreed upon in a written contract or agreement.

CERTIFICATE HOLDER SAMPLE CERTIFICATE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Frank Griffin/KATHY
--	---

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Fixed-Route Shuttle Bus Transportation Services
 City of Huntington Park | Attachments



AGENCY CUSTOMER ID: 25084

LOC #: See ACORD 25

ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY Amity Insurance A Division of Brown & Brown of MA LLC		NAMED INSURED	
POLICY NUMBER See Certificate		See ACORD 25	
CARRIER See Certificate	NAIC CODE	EFFECTIVE DATE: 7/31/2022	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25

FORM TITLE:

Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER G: American Guarantee & Liability Insurance Company		26247
INSURER H: Great American Assurance Company		26344
INSURER I: Houston Casualty Company		42374
INSURER J: Westchester Fire Insurance Company		10030

ADDITIONAL POLICIES		If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits						
INSR LTR	TYPE OF INSURANCE	ADOL INSC	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yyyy)	POLICY EXPIRATION DATE (mm/dd/yyyy)	LIMITS	
D	EXCESS GENERAL LIABILITY			MKLM1EUL101922	7/31/2022	7/31/2023	AGGREGATE	\$4,000,000
E	UMBRELLA LIABILITY			79663543	7/31/2022	7/31/2023	AGGREGATE	\$25,000,000
F	EXCESS LIABILITY			XC9EX00286221	7/31/2022	7/31/2023	AGGREGATE	\$15,000,000
G	EXCESS LIABILITY			AEC011173108	7/31/2022	7/31/2023	AGGREGATE	\$25,000,000
H	EXCESS LIABILITY			EXC4457469	7/31/2022	7/31/2023	AGGREGATE	\$10,000,000
E	EXCESS LIABILITY			78167246	7/31/2022	7/31/2023	AGGREGATE	\$25,000,000
I	EXCESS PROFESSIONAL & CYBER LIABILITY			H22CXS20741	7/31/2022	7/31/2022	AGGREGATE	\$2,000,000
J	EXCESS PROFESSIONAL & CYBER LIABILITY			G72560723	7/31/2022	7/31/2023	AGGREGATE	\$5,000,000

ACORD 101 (2008/01)

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Attachment-02: Addendum 1 (Signed)

August 12, 2023

CITY OF HUNTINGTON PARK

ADDENDUM NO. 1

REQUEST FOR PROPOSAL

FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES

The following modifications are hereby made a part of the contract documents and supersede, replace, and/or amend the provisions included in the original RFP documents as stated above. The following addendum is hereby made a part of the RFP:

1. RELEASE OF INFORMATION REQUESTED: MONDAY, AUGUST 21, 2023 AT 5:00 PM
2. PROPOSAL DUE DATE: WEDNESDAY, SEPTEMBER 6, 2023, 2:00 P.M.

End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: 
Cesar Roldan, Director of Public Works

Date: 8/12/2023

Any and all notifications or Addendums must be acknowledged via signature by the Proposer and made part of and incorporated as part of the proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Paula Henry
Contractor Name

9/6/2023
Date


Signature

Vice President, Transportation Services
Title

1 | Page

Attachment-03: Addendum 2 (Signed)

August 21, 2023

CITY OF HUNTINGTON PARK

ADDENDUM NO. 2

REQUEST FOR PROPOSAL

FIXED-ROUTE SHUTTLE BUS TRANSPORTATION SERVICES

Questions pertaining to the Request for Proposal (RFP) for Fixed-Route Shuttle Bus Transportation Services. Answers are highlighted in yellow.

1. What are the operating hours for the (2) trolleys that you reference in the INTRODUCTION section of the RFP?

Trolley Schedule attached. Attachment 1

2. What are the annual miles operated for the total service? Please also breakdown by vehicle type, i.e. shuttle or trolley.

1,102,815 annual miles for the shuttles only.

3. Please confirm all 5 shuttle vehicles run daily. There is no spare ratio.

All five (5) shuttles run daily, except for Sundays and Holidays. See Attached schedule flyer. There is no spare bus shuttle.

4. Please provide daily schedule for the driver.

See attached brochure for hours of operation.

5. Are there drivers who provide breaks or does the schedule allow for breaks?

Drivers take their mandated breaks, though are relieved by another driver that continues the driving the route.

6. Please confirm who pays for fuel, bus cleaning/washing.

Fuel is paid for by the bus shuttle company. Company is responsible to clean inside and out.

7. What are the current driver wages?

State of California minimum wage.

8. Is the driver staff unionized? If yes, please provide a copy of the CBA.

1 | Page

No.

9. Is there a requirement to hire the current staff?

No.

10. Please provide a list of the vehicles including make, model, age, mileage and any major component repair.

- Unit 001 – Ford E-450 – (2016) – 244,108 miles – Replaced transmission
- Unit 002 – Ford E-450 – (2016) – 227,363 miles - Replaced transmission
- Unit 003 – Ford E-450 – (2016) – 214,031 miles
- Unit 004 – Ford E-450 – (2016) – 224,717 miles – Replaced transmission and engine
- Unit 963 – Ford E-350 – (2009) – 170,726 miles – Overhauling transmission

City mechanics along with third party mechanics conduct routine maintenance.

11. Is the operator responsible for reconciling the fare collection?

Yes. Everyday and report to the City.

12. Would the City be willing for the contractor to utilize their own buses?

That is a possibility. May provide a cost proposal so that the City may evaluate.

13. Would the city allow the contractor to submit an alternate bid?

That is a possibility. May provide a cost proposal so that the City may evaluate.

14. Can you please release a copy of the previously executed contract?

Contract attached as part of Addendum No. 2.

The following modifications are hereby made a part of the contract documents and supersede, replace, and/or amend the provisions included in the original RFP documents as stated above. The following addendum is hereby made a part of the RFP:

Request for Proposal

End of Addendum No. 2

By order of the City of Huntington Park, Public Works Department

By: 
Cesar Roldan, Director of Public Works


Date: August 21, 2023

Any and all notifications or Addendums must be acknowledged via signature by the Proposer and made part of and incorporated as part of the proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Paula Henry
Contractor Name

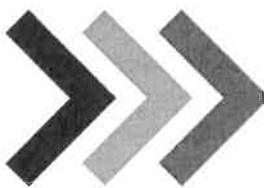

Signature

9/6/2023
Date

Vice President, Transportation Services
Title

H.P. TROLLEY

NORTHBOUND RUTA NORTE



STOPS PARADAS

Pacific Blvd - NORTH BOUND

- #1 Casa De café, 7100 Pacific Blvd.
- #2 Boost Mobile, 6726 Pacific Blvd.
- #3 Medical Uniforms Outlet, 6512 Pacific Blvd.
- #4 Salon Rivera, 6334 Pacific Blvd.
- #5 Walgreens, 6100 Pacific Blvd.
- #6 In N Out, 6000 Pacific Blvd.
- #7 Reliant Urgent Care, 5900 Pacific Blvd.
- #8 Pacific Blvd School, Corner of 57th and Pacific Blvd.
- #9 Apartment Building, 5420 Pacific Blvd.



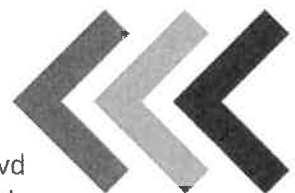
SOUTHBOUND RUTA SUR



STOPS PARADAS

Pacific Blvd - SOUTH BOUND

- #1 Union Medical Clinics, 5421 Pacific Blvd
- #2 commercial building, 5625 Pacific Blvd
- #3 CYSM Colombia y Su Moda, 5807 Pacific Blvd.
- #4 Bank of America, 5931 Pacific Blvd.
- #5 Healthy People, 5965 Pacific Blvd.
- #6 UEI College, 6055 Pacific Blvd.
- #7 Heritage Plaza, 6325 Pacific Blvd
- #8 Tortas Ahogadas, 6503 Pacific Blvd
- #9 Fallas Paredes, 6719 Pacific Blvd
- #10 Intershoes Inc., 7025 Pacific Blvd



Days of Service: Friday, Saturday & Sunday

Times of Service: 10:00am - 8:00pm

Cost: 5 cents per ride



Días de Servicio: Viernes, Sabado y Domingo

Horario de Servicio: 10:00am - 8:00pm

Costo: 5 centavos por viaje

**For more H.P Trolley information
call (323) 476-7766**

DAYS OF SERVICE

The HP Express operates every day of the year, except on the following Holidays: Thanksgiving, Christmas, New Years, and Labor Day and runs on a Saturday schedule for President's Day, Memorial Day, and Independence Day.

METRO

HP Express is a project of the City of Huntington Park and is a component of Metro, the region's integrated transportation systems.

ACCESSIBILITY

All HP Express shuttles are wheelchair accessible.

FARES

General Admission
\$0.75

TAP/Access cards are acceptable forms of payment.

Qualifications for FREE service

- Persons 62 years of age and older with a SENIOR photo ID, or Senior Metro (MTA) bus pass.
- Persons with Disabled ID issued by a government agency and a photo ID.
- Medicare cardholders with a photo ID.
- Children 4 years of age or younger, maximum of two per person when accompanied by a fare paying adult or senior passenger.

DÍAS DE SERVICIO

El HP Express funciona todos los días del año, excepto en los siguientes días festivos: Día de Acción de Gracias, Navidad, Año Nuevo y Día del Trabajo. Para los días festivos: Día del Presidente, Memorial y el Día de la Independencia, las horas de servicio son de 8:00 a.m.—5:30 p.m.

METRO

HP Express es un servicio de la ciudad de Huntington Park, y es parte de METRO, el sistema de transportación de la región.

ACCESIBILIDAD

Todos los autobuses HP Express son completamente accesibles para silla de ruedas.

TARIFAS

Admisión General
\$0.75

Tarjetas de TAP/Access son formas aceptables de pago.

Requisitos para servicio GRATIS

- Personas mayores de 62 años con comprobante de edad o pase de autobus del Metro (MTA) para personas mayores.
- Personas con tarjeta de Incapacidad de alguna agencia gubernamental y tarjeta de identificación con fotografía.
- Personas con tarjeta de Medicare y tarjeta de identificación con fotografía.
- Niños menores de 4 años, con un máximo de dos niños por persona, cuando viajen acompañados de un adulto o una persona mayor que pague la tarifa regular.

NOTE

Schedules are subject to traffic-weather and other conditions. Please be patient, as these conditions are out of the control of the driver and HP Express. Also, remember to allow sufficient time to make transfers to other services.

NOTA

Los horarios están sujetos al tráfico, condiciones climáticas y condiciones fuera del control del conductor y de HP Express. Por favor le pedimos paciencia. También, recuerde daros suficiente tiempo para transbordar a otros servicios de transportación.

COMPLAINTS AND QUESTIONS

Please feel free to call HP Express at (323) 476-7766 to ask questions or register a complaint. You may also call the City of Huntington Park at (323) 584-6223 for general questions about the program or to express a complaint.

QUEJAS Y PREGUNTAS

Por favor de comunicarse con HP Express al número (323) 476-7766 para preguntas o para reportar quejas. También puede llamar a la ciudad de Huntington Park al (323) 584-6223 para preguntas generales acerca del programa o para reportar quejas.



HUNTINGTON PARK EXPRESS

Huntington Park Local Transit Shuttle
Autobús Del Transporte Local de Huntington Park



FOR INFORMATION CALL / PARA MAS INFORMACION FAVOR DE LLAMAR AL

(323) 476-7766

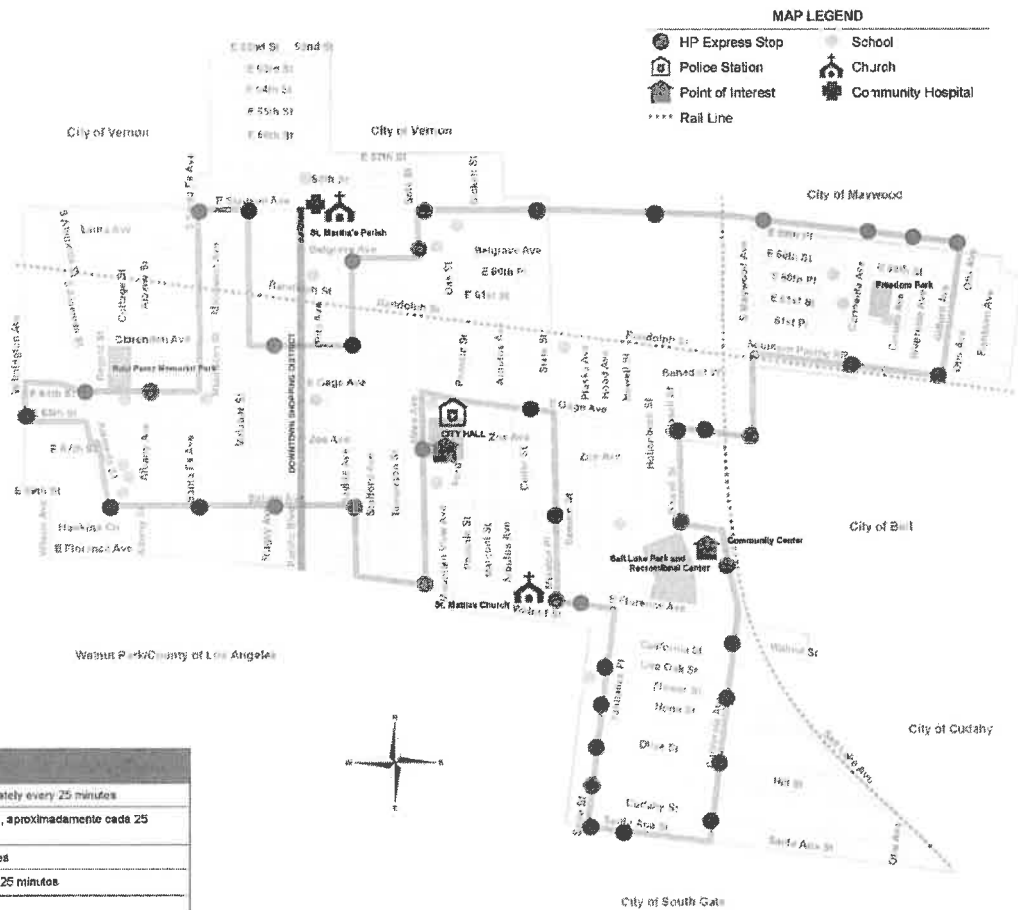


City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90256
(323) 582-6161



Huntington Park Express Stops		
1	Bissel St & Gage Ave	23 Saturn & Alameda
2	Bissel St & Bell Avenue	24 Wilmington & 65th St
3	Community Center	25 Alameda & Gage
4	Walnut & California Ave	26 Albany & Gage
5	Flower & California	27 Santa Fe & Slauson
6	Olive & California	28 Malabar & Slauson
7	Cudahy & California	29 Rugby & Clarendon
8	Santa Ana & Victoria	30 Seville & Clarendon
9	State & Santa Ana	31 Seville & Belgrave
10	State & Broadway	32 Miles & Slauson
11	State & Olive	33 Boyle & Slauson
12	State & Hope	34 Alcoa & Slauson
13	State & Live Oak	35 Downey RD/Malburg & Slauson
14	Plaska & Florence Ave	36 Slauson, between Maywood & Everett
15	Mission & Florence	37 Carmelita & Slauson
16	Saturn & State	38 Corona & Slauson
17	Cedar & Gage	39 Gifford & Slauson
18	Miles & Zoe	40 Randolph & Gifford
19	Miles & Florence	41 Carmelita & Randolph
20	Seville & Saturn	42 Gage & Maywood Ave
21	Saturn, between Pacific & Rugby	43 Gage & Salt Lake Ave
22	Saturn & Santa Fe	

Huntington Park Express	
WEEKDAYS	Service operates Monday-Friday, between 6:00 a.m. - 6:30 p.m., approximately every 25 minutes
DIAS LABORABLES	Las horas de servicio son los Lunes-Viernes entre las 6:00 a.m. - 6:30 p.m., aproximadamente cada 25 minutos
SATURDAYS	Service operates from 8:00 a.m. - 5:30 p.m., approximately every 25 minutes
SABADOS	Las horas de servicio son de 8:00 a.m. - 5:30 p.m. aproximadamente cada 25 minutos
SUNDAY	No service
DOMINGO	No hay servicio



**SECOND AMENDMENT TO THE ASSIGNMENT OF THE AGREEMENT FOR THE
OPERATION OF PUBLIC TRANSIT SERVICES, AS AMENDED, IN THE CITY OF
HUNTINGTON PARK BETWEEN THE CITY OF HUNTINGTON PARK AND METRO
TRANSIT SERVICES**

This SECOND AMENDMENT TO THE ASSIGNMENT is made and entered into this 6 day of August 2019, by and between the City of Huntington Park ("City") and Express Transportation Services, LLC dba Metro Transit Services ("Contractor").

RECITALS

WHEREAS, City had previously entered into an "Agreement for the Operation of Public Transit Services in the City of Huntington Park between the City of Huntington Park and Oldtimers Foundation ("Oldtimers")," dated April 4, 2004 ("Agreement") which set forth certain terms and conditions for the management and operation of transit services as set forth and defined in the Agreement; and

WHEREAS, the Agreement has been amended by the First Amendment dated March 20, 2007, the Second Amendment dated June 16, 2008, the Third Amendment dated September 17, 2012, and the Fourth Amendment dated September 3, 2013 (collectively, the "Amendments"); and

WHEREAS, Oldtimers provided notice to the City dated March 31, 2015 that it intended to terminate its services under the Agreement and Amendments effective May 1, 2015, but that Oldtimers was willing to continue service until June 1, 2015; and

WHEREAS, as a result of the termination of services by Oldtimers, the City was obligated to secure an alternative transportation service provider to provide similar services; and

WHEREAS, City has previously entered into an "Assignment of Agreement for the Operation of Public Transit Services in the City of Huntington Park between the City of Huntington Park and Metro Transit Services ("Contractor")," dated May 26, 2015 ("Assignment of Agreement") which set forth certain terms and conditions for the management and operation of transit services as set forth and defined in the Agreement; and

WHEREAS, the City assigned the Agreement as amended by the Amendments to Contractor pursuant to the terms of the Agreement and the Amendments and Contractor accepted the assignment of the Agreement and the Amendments from the City to provide transportation services to the City under the same terms and conditions set forth in the Agreement and Amendments, subject to the modification of such terms and conditions as set forth herein; and

WHEREAS, the parties amended the Assignment of Agreement on February 16, 2016 ("First Amendment to Assignment of Agreement"); and

WHEREAS, the parties desire to amend the First Amendment to Assignment of Agreement by modifying the Scope of Services; and

NOW, THEREFORE, it is agreed as follows:

1. Scope of Service. Section 7 of the First Amendment to Assignment of Agreement is hereby amended to be replaced with the following:

City Manager retains the right to adjust the service by increasing or decreasing the Scope of Service by 20% without affecting a change in rates. City Manager shall also have the authority to restore services under this Agreement to the levels previously prescribed in the Second Amendment so long as such service does not exceed the operation of seven (7) shuttles at once. However, unless and until the City Manager exercises their discretion to modify the service levels, the Contractor will operate the following service henceforth:

Days	Hours	# of Shuttles	Frequency	Route	Direction	Revenue Hours*
Monday - Friday	6:00 AM – 6:30 PM	2	25 min	1, 2	Clockwise	6,688
Monday - Friday	6:00 AM – 6:30 PM	2	25 min	3, 4	Counter Clockwise	6,688
Monday - Friday	6:00 AM – 9:00 AM 1:00 PM – 4:00 PM	1	25 min	5 "Tripper"	Clockwise	3,348
Saturday	8:00 AM – 5:30 PM	1	25 min	1	Clockwise	1,248
Saturday	8:00 AM – 5:30 PM	1	25 min	1	Counter-Clockwise	1,248
Sunday	None	None	None	None	None	0
Annual total						19,220

Trolley Services shall be added to current existing services. Trolley maintenance and repairs shall be the sole responsibility of the City. Trolley Service will consist of transportation of residents on Friday, Saturday, and Sunday from 10am – 8pm. Contractor will provide City with recommendation of route and service. City Manager retains the right to adjust the service by increasing or decreasing the Scope of Service by 20%.

2. Term. The term of this agreement shall be five (5) years which shall commence upon the expiration of its current active term. Upon the conclusion of this Agreement Term, this Agreement shall have two (2), One Year extensions of terms, unless City issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time with cause.

3. Termination. CITY may only terminate this Agreement at any time with cause by giving Contractor a minimum of thirty (30) calendar day's prior written notice of City's intent to terminate this Agreement. Upon such termination for cause, Contractor shall be compensated only for those services and tasks which have been performed by Contractor up to the effective date of the termination. Contractor may not terminate this Agreement except for cause as provided under the master Agreement. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data, as defined in this agreement, and other information of any kind prepared by Contractor in connection with the performance of the Work. Contractor shall be required to provide such Documents and Data within twenty (20) calendar days of City written request.

4All Other Terms of Agreement and Amendments in Full Force and Effect.

Except as set forth herein, all terms, conditions, obligations, duties and responsibilities of the parties as defined and provided for in the Agreement, the Amendments, the Assignment of the Agreement of the First Amendment to the Assignment of Agreement shall be in full force and effect.


IN WITNESS WHEREOF, the undersigned have executed the Second Amendment to the Assignment of Agreement effective as of the date first set forth above.

[SIGNATURES ON FOLLOWING PAGE]


CITY
CITY OF HUNTINGTON PARK


Ricardo Reyes, City Manager

CONTRACTOR
EXPRESS TRANSPORTATION SERVICES


By: Victor Caballero
Its: President

ATTEST:


Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman, City Attorney

4818-2078-5699, v. 2

**ASSIGNMENT OF THE AGREEMENTS, AS AMENDED AND PREVIOUSLY
ASSIGNED, FOR THE OPERATION OF PUBLIC TRANSIT SERVICES IN THE CITY
OF HUNTINGTON PARK BETWEEN METRO CARS WEST, LLC DBA METRO
TRANSIT SERVICES AND EXPRESS TRANSPORTATION SERVICES, LLC AS
CONSENTED TO BY THE CITY OF HUNTINGTON PARK**

This ASSIGNMENT is made and entered into this ~~30~~th day of June, 2017 ("Effective Date"), by and between, Metro Cars West, LLC dba Metro Transit Services ("MTS" or "Assignor") and Express Transportation Services, LLC ("ETS" or "Assignee") (the "ETS Assignment") and approved and consented to by the City of Huntington Park ("City").

RECITALS

WHEREAS, City has previously entered into an "Agreement for the Operation of Public Transit Services in the City of Huntington Park between the City of Huntington Park and Oldtimers Foundation ("Oldtimers")," dated April 4, 2004 ("Agreement") which set forth certain terms and conditions for the management and operation of transit services as set forth and defined in the Agreement; and

WHEREAS, the Agreement has been amended by the First Amendment dated March 20, 2007, the Second Amendment dated June 16, 2008, the Third Amendment dated September 17, 2012, and the Fourth Amendment dated September 3, 2013 (collectively, the "Amendments"); and

WHEREAS, on or about May 27, 2015, the Agreement with Oldtimers was assigned to MTS (the "Assignment"), subject to all terms and conditions of the Agreement and Amendments, which was amended on February 16, 2016 ("Amended Assignment"); and

WHEREAS, pursuant to its public procurement process, the City sought proposals for Dial-A-Ride Services and awarded and entered into the "Agreement with the City of Huntington Park for Dial-A-Ride Services," dated as of July 16, 2016 ("Dial-A-Ride Agreement") with MTS which set forth certain terms and conditions for the management and operation of its dial-a-ride transit services as set forth and defined in the Dial-A-Ride Agreement; and

WHEREAS, the City and MTS executed the June 2, 2017 Memorandum of Understanding ("MOU" attached hereto and incorporated herein) regarding assignment of the agreements described herein and obligations of an assignee of the agreements.

WHEREAS, MTS has advised the City that it desires to assign its rights and obligations under the Amended Assignment and Dial-A-Ride Agreement subject to the terms of the Amended Assignment and Dial-A-Ride Agreement to Express Transportation Services, LLC ("ETS"); and

WHEREAS, ETS has become a signatory to the MOU and is in agreement with the terms and conditions of the MOU.

WHEREAS, upon full execution of this ETS Assignment, and subject to consent and approval of the City, MTS hereby assigns to ETS and ETS hereby accepts the Amended Assignment and Dial-A-Ride Agreement (as described herein) (collectively hereinafter referred to as the "Transit Services Agreements") so as to continue the provision of transportation services to the City under the same terms

and conditions set forth in the Transit Services Agreements, subject to the modification of such terms and conditions as set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. Assignment of Agreement and Amendments

In consideration of the good and valuable consideration set forth in this ETS Assignment receipt of which is acknowledged, and subject to consent and approval of the City, MTS assigns, transfers and conveys to ETS, and ETS accepts the obligations, duties and responsibilities of the Transit Services Agreements. All terms, conditions, responsibilities and obligations of the City and ETS as set forth in the Transit Services Agreements shall be in full force and effect, except as modified below. MTS shall be deemed released from obligations of the Transit Services Agreements subject to Section 3, herein.

Notwithstanding the foregoing, the assignment authorized in this ETS Assignment shall only be effective upon the City receiving from ETS proof of insurance as required in the Transit Services Agreements, relevant limited liability company formation documents and such other documents as reasonably requested or required by the City or the Interim Finance Director. At such time that the City is satisfied that all required documentation has been presented to the City, the Interim Finance Director shall provide written acknowledgement to ETS that the ETS assignment takes effect.

2. ETS' Liability/Indemnification

Commencing upon the Effective Date, ETS shall defend, indemnify and forever hold Assignor and the City harmless from any loss, damage, injury or death arising from any act or omission of ETS, its ETSs, invitees, licensees, employees, agents or subcontractors caused to person or property of any other individual or entity, including any governmental entity, during the term of this ETS Assignment and for a period of two (2) years after the term of this ETS Assignment is concluded.

3. MTS and City Mutual Release of Liability/Indemnification.

a. MTS shall defend, indemnify and hold the City harmless for any claims incurred and/or that may arise from any loss, damage, injury or death arising from any act or omission of MTS during the term of the MTS' Service Assignment and prior to the Effective Date of the ETS Assignment

b. The City shall defend, indemnify and hold MTS harmless for any future claims incurred after the Effective Date of the ETS Assignment and/or that may arise from any loss, damage, injury or death arising from any act or omission of ETS and/or the City.

4. Enforcement.

This ETS Assignment may be enforced by any means or remedy available at law or in equity, including the right to seek injunctive relief and the right to the remedy of specific performance.

5. Binding Effect.

This ETS Assignment extends to and is binding upon the parties and their respective heirs, personal representatives, successors and assigns.

6. Attorney's Fees.

In the event of any controversy, claim or dispute relating to this ETS Assignment, the prevailing party shall be entitled to recover all costs of suit, including without limitation reasonable attorney's fees.

7. All Other Terms of Agreement and Amendments in Full Force and Effect.

Except as set forth herein, all terms, conditions, obligations, duties and responsibilities of the Parties as defined and provided for in the Transit Services Agreements shall be in full force and effect.

8. MTS' Good Standing

Upon the City's consent and approval of this ETS Assignment, and due to MTS' successful performance under the Transit Services Agreements, the City acknowledges that MTS remain eligible and in good standing to pursue future business opportunities with the City and participate in any of the City's future competitive bid processes.

IN WITNESS WHEREOF, the undersigned have executed the ETS Assignment of the Transit Services Agreements effective as of the date first set forth above.


CONSENT AND APPROVAL:

CITY OF HUNTINGTON PARK


John Ornelas
Interim Finance Director

ASSIGNEE:

EXPRESS TRANSPORTATION
SERVICES, LLC


By: Victor Caballero
Its: *ONE PRESIDENT*

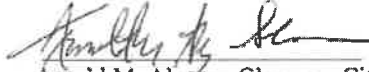
ATTEST:


Donna Schwartz, City Clerk

ASSIGNOR:

METRO CARS WEST, LLC dba METRO
TRANSIT SERVICES

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman, City Attorney

Daniel Ret. Managing Member

5. Binding Effect.

This ETS Assignment extends to and is binding upon the parties and their respective heirs, personal representatives, successors and assigns.

6. Attorney's Fees.

In the event of any controversy, claim or dispute relating to this ETS Assignment, the prevailing party shall be entitled to recover all costs of suit, including without limitation reasonable attorney's fees.

7. All Other Terms of Agreement and Amendments in Full Force and Effect.

Except as set forth herein, all terms, conditions, obligations, duties and responsibilities of the Parties as defined and provided for in the Transit Services Agreements shall be in full force and effect.

8. MTS' Good Standing.

Upon the City's consent and approval of this ETS Assignment, and due to MTS' successful performance under the Transit Services Agreements, the City acknowledges that MTS remain eligible and in good standing to pursue future business opportunities with the City and participate in any of the City's future competitive bid processes.

IN WITNESS WHEREOF, the undersigned have executed the ETS Assignment of the Transit Services Agreements effective as of the date first set forth above.

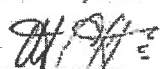
CONSENT AND APPROVAL:

CITY OF HUNTINGTON PARK


John Ornelas
Interim Finance Director

ASSIGNEE:

EXPRESS TRANSPORTATION
SERVICES, LLC


By: Victor Caballero
Its: VAS PRESIDENT.

ATTEST:


Donna Schwartz, City Clerk

ASSIGNOR:

METRO CARS WEST, LLC dba METRO
TRANSIT SERVICES

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney


Daniel Ret, Managing Member

**AMENDMENT TO THE ASSIGNMENT OF THE AGREEMENT FOR THE
OPERATION OF PUBLIC TRANSIT SERVICES, AS AMENDED, IN THE CITY OF
HUNTINGTON PARK BETWEEN THE CITY OF HUNTINGTON PARK AND METRO
TRANSIT SERVICES**

This AMENDMENT TO THE ASSIGNMENT is made and entered into this **16 day of February 2016**, by and between the City of Huntington Park ("City") and Metro Cars West, LLC dba Metro Transit Services ("Contractor").

RECITALS

WHEREAS, City had previously entered into an "Agreement for the Operation of Public Transit Services in the City of Huntington Park between the City of Huntington Park and Oldtimers Foundation ("Oldtimers")," dated April 4, 2004 ("Agreement") which set forth certain terms and conditions for the management and operation of transit services as set forth and defined in the Agreement; and

WHEREAS, the Agreement has been amended by the First Amendment dated March 20, 2007, the Second Amendment dated June 16, 2008, the Third Amendment dated September 17, 2012, and the Fourth Amendment dated September 3, 2013 (collectively, the "Amendments"); and

WHEREAS, Oldtimers provided notice to the City dated March 31, 2015 that it intended to terminate its services under the Agreement and Amendments effective May 1, 2015, but that Oldtimers was willing to continue service until June 1, 2015; and

WHEREAS, as a result of the termination of services by Oldtimers, the City was obligated to secure an alternative transportation service provider to provide similar services; and

WHEREAS, City has previously entered into an "Assignment of Agreement for the Operation of Public Transit Services in the City of Huntington Park between the City of Huntington Park and Metro Transit Services ("Contractor")," dated May 26, 2015 ("Assignment of Agreement") which set forth certain terms and conditions for the management and operation of transit services as set forth and defined in the Agreement; and

WHEREAS, the City assigned the Agreement as amended by the Amendments to Contractor pursuant to the terms of the Agreement and the Amendments and Contractor accepted the assignment of the Agreement and the Amendments from the City to provide transportation services to the City under the same terms and conditions set forth in the Agreement and Amendments, subject to the modification of such terms and conditions as set forth herein.

WHEREAS, the City seeks the following clarification and adjustments to the Assignment of the Agreement as amended by the Amendments, pursuant to the terms of the Agreement and the Amendments and Contractor hereby wishes to accept the Amendment to the Assignment of the Agreement, the Amendments, and the Agreement with the City to provide transportation services to the City under the same terms and conditions set forth in the Agreement and Amendments, subject to the modification of such terms and conditions as set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. Amendment of Assignment of Agreement and Amendments.

In consideration of the good and valuable consideration set forth in this Amendment to the Assignment, receipt of which is acknowledged, the City affirms that it grants, assigns, transfers and conveys to Contractor, and Contractor accepts the obligations, duties and responsibilities of the Amendment of the Assignment, Assignment of Agreement and the Amendments. All terms, conditions, responsibilities and obligations of the City and the Contractor as set forth in the Agreement and the Amendments shall be in full force and effect, except as modified herein.

2. Name of Service.

Transit services in the City of Huntington Park will henceforth be known as the Huntington Park Express and will be promoted as such by the City and Contractor.

3. City Vehicles to be Leased to Assignee.

City agrees to provide a minimum of five (5) working vehicles to Contractor for the transportation services required herein. Assignee agrees to lease said vehicles for the amount of One Hundred and 00/100 Dollars (\$100.00) per month payable on the 1st day of each month during the term of this Assignment. Once vehicles are accepted by the Contractor, the Contractor shall be responsible for the repair of any negligent or intentional damage caused to the vehicles by the Contractor or its operators.

4. Maintenance of Vehicles.

Contractor agrees to be responsible for the routine maintenance and repair of all vehicles leased from the City that were acquired by the City after January 1, 2016. These vehicles are currently inventoried as Vehicles 1000, 1001, 1002 and 1003. Contractor shall make certain that adequate maintenance is taking place and that it is properly logged and documented and shall make those records available to the City upon request. Contractor shall be responsible for all vehicle fuel costs. City shall continue to maintain all other vehicles currently utilized by the Contractor as identified on the vehicle inventory attachment.

5. Farebox Collection.

Contractor agrees to assist City with its procurement and installation of fare collection equipment and transit pass readers on all vehicles in service and all fares will be credited to the account of the City.

6. Additional Complimentary Services.

Contractor agrees to make available at least 20 hours of complimentary service annually for City sponsored events as authorized by the City Manager.

7. Scope of Service.

City Manager retains the right to adjust the service by decreasing the Scope of Service by 20% without affecting a change in rates. City Manager shall also have the authority to restore services under this Agreement to the levels previously prescribed in the Second Amendment so long as such service does not exceed the operation of seven (7) shuttles at once. However, unless and until the City Manager exercises their discretion to modify the service levels, the Contractor will operate the following service henceforth:

Days	Hours	# of Shuttles	Frequency	Route	Direction	Revenue Hours*
Monday - Friday	6:00 AM – 6:30 PM	2	25 min	1, 2	Clockwise	6,688
Monday - Friday	6:00 AM – 6:30 PM	2	25 min	3, 4	Counter Clockwise	6,688
Monday - Friday	8:00 AM – 9:00 AM 1:00 PM – 4:00 PM	1	25 min	5 "Tripper"	Clockwise	3,348
Saturday	8:00 AM – 5:30 PM	1	25 min	1	Clockwise	1,248
Saturday	8:00 AM – 5:30 PM	1	25 min	1	Counter-Clockwise	1,248
Sunday	None	None	None	None	None	0
Annual total						19,220

8. Amendment of Route, Stops and Scope of Service.

City and Contractor agree to work in tandem on future amendments of routes, stops and scope of service as dictated by ridership demand, the needs of the community and the City Council.

9. Promotion of Service.

City and Contractor agree to work in tandem to promote the new Huntington Park Express Service and to promote public transit as a means to ease congestion issues and reduce the carbon footprint of Huntington Park.

10. Liability/Indemnification.

Contractor shall defend, indemnify and forever hold City harmless from any loss, damage, injury or death arising from any act or omission of Contractor, its assignees, invitees, licensees, employees, agents or subcontractors caused to person or property of any other individual or entity, including any governmental entity, during the term of the Amendment to Assignment of the Agreement, Agreement and Amendments and for a period of two (2) years after the term of the Amendments to the Assignment of Agreement, Agreement and Amendments is concluded.

11. Enforcement.

This Assignment may be enforced by any means or remedy available at law or in equity, including the right to seek injunctive relief and the right to the remedy of specific performance.

12. Binding Effect.

This Assignment extends to and is binding upon the parties and their respective heirs, personal representatives, successors and assigns.

13. Attorney's Fees.

In the event of any controversy, claim or dispute relating to this Assignment, the prevailing party shall be entitled to recover all costs of suit, including without limitation reasonable attorney's fees.

14. All Other Terms of Agreement and Amendments in Full Force and Effect.

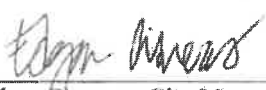
Except as set forth herein, all terms, conditions, obligations, duties and responsibilities of the Parties as defined and provided for in the Agreement and the Amendments shall be in full force and effect.

15. Duty to Negotiate to Address Issues of Concern.

The Parties, throughout the Term of this Assignment, if necessary, shall meet and negotiate in good faith in order to address issues of concern that may arise during Term of this Assignment and in providing the transportation services required under this Assignment and the Agreement, as amended.

IN WITNESS WHEREOF, the undersigned have executed the Assignment of the Assignment effective as of the date first set forth above.

CITY
CITY OF HUNTINGTON PARK


Edgar Cisneros, City Manager

CONTRACTOR
METRO TRANSIT SERVICES


By: Craig Smedman
Its: Senior Vice President

ATTEST:


Donna Schwartz, City Clerk

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman, City Attorney

4818-2078-5699, v. 2

Attachment-04: Marco Carrillo's Resume

Marco Carrillo

17613 Virginia Ave. Bellflower, CA, 90706
Cell: 310-651-1583 or Email: mcarrillo@lazparking.com
Marco_carrillo@me.com

OBJECTIVE

Accomplished and integrity-driven professional offering over 22 years of Management success, with intense concentration and enormous success in project management and customer service. Outstanding record of achievement in delivering substantial revenue, productivity, and quality improvements through well-managed, on-time projects. Particularly strong in staff development, including training, coaching, and evaluation.

- Problem Resolution
- Strategic Planning
- Client Resolution & Negotiations
- Scheduling
- Operations Management
- Team Building and Leadership
- Safety Training Programs
- Revenue Control systems implementation.
- Commercial Drivers License Class B- Passenger Endorsement- Airbreaks.

EXPERIENCE

LAZ Parking, Los Angeles, CA **05/2016 - Present**

Senior Director Of Operations - Transportation.
Responsible for the daily operation of the Kaiser portfolio and other transportation locations in southern California. Maintained schedules for 20 different routes and provided transportation for Kaiser members from Harbor City, West Los Angeles, Sunset, Ontario, Wildomar, Lancaster, Ventura, Woodland Hills, Panorama City, Victorville, Anaheim, Baldwin Park, Downey, Pasadena, and Thousand Oaks.
Responsible for the daily transportation operation at CSULB, CSUDH, CSU LA, and EBCC.
Maintained accurate records/ documentation of training, testing, and driving records.
Maintained all scheduling and payroll for 75 employees.
Ensure that daily, monthly, and annual inspections of shuttles buses occur.
Maintained detailed records as required by DOT, PUC, and Highway Patrol to ensure compliance.
Consistently build and maintain strong relationships with vendors, employees, and unions through close and effective communication. Ensured project and contract compliance were held during the contract.

Modern Parking Inc., Glendale, CA **07/2014 - 04/2016**

Parking Director for the City of Glendale.
Responsible for daily operations of parking portfolio for the City of Glendale locations.
Maintained all scheduling and payroll for 40-plus employees. Oversee all management responsibilities for the city of Glendale parking lots. Ensured project and contract compliance were held during the contract.
Develop, train, and motivate staff to ensure resources are available to provide quality customer service for operations.

Aflac, Torrance, CA **08/2010- 12/2014**

Insurance Agent.
Providing excellent customer service to policyholders.
Educating customers on their policies.
Obtaining pertinent licenses and keeping them current.
Staying abreast of evolving industry and product changes.

Coast Parking, Hollywood, CA **01/2008 - 07/2014**

Area Manager / Auditor
Responsible for daily operations of multiple self-park and valet locations.
Prepare all necessary work schedules.
Select, develop, train, and motivate staff to ensure that resources are available to provide quality customer services for operations.

Responsible for all special events for the company.

Central Parking System, Bob Hope Airport Burbank, CA

11/2007 – 05/2010

Transportation Manager.

Manage, direct, and operate the parking operations for the Bob Hope Airport transportation and cashier department.

Recruit, hire, train, and supervise the staff to run an efficient operation.

Leadership and motivation of staff of at least 80-90 employees

Attend all weekly staff meetings and pre-cons for the Airport to anticipate and prepare for any special requirements that the Airport may have

Maintain and provide payroll to the corporate office on a bi-weekly basis

Prepare all necessary work schedules

Handle all guest-related concerns, claims, and Airport issues

Maintain the levels of service that the company strives for

Staff meetings are to be held bi-monthly to maintain the level of service

Prepare and submit monthly audits of the Airport's parking operations to the corporate office

Be the direct liaison between the company and the Airport

Select, develop, train, and motivate staff to ensure that resources are available to provide quality customer service

Maintained accurate records/documentation of training, testing, and driving records.

Ensure that daily, monthly, and annual inspections of shuttles buses occur.

Maintained detailed records as required by DOT and Highway Patrol to ensure compliance.

Consistently build and maintain strong relationships with vendors, employees, and union through close and effective communication.

PRG Parking Management, Los Angeles, CA

5/2003-11/2007

General Manager / Transportation Manager.

Responsible for daily operations of Airport based locations.

Maintained all scheduling and payroll for 100 employees. Oversaw all management responsibilities for Valet services.

Ensured project and contract compliance were maintained during the contract.

Manage and develop budgets.

Develop, conduct, and administer training and safety compliance programs

Assist with employee evaluation

Mile Hi /Sun Park, Inc. LAX Marriott, Los Angeles, CA

1/1997 –4/2003

Transportation Manager

Responsible for daily operations of Hotel parking and shuttle service near the Airport based location.

Demonstrating the ability to positively move business metrics and performance measures for forecasting, productivity, claims, customer service, and turnover.

Managing payroll and ensuring that controls are in place for scheduling, overtime, tip reporting, and timekeeping

Effectively utilizing standardized business systems as developed and ensuring compliance with policies and procedures.

Actively engaging in the recruitment and hiring processes to ensure the best people are selected for the location and fostering an environment that retains talented associates.

Recognizing where the team and individual performers need to improve and adequately training and coaching

Identifying talent and helping to develop future leaders for the organization

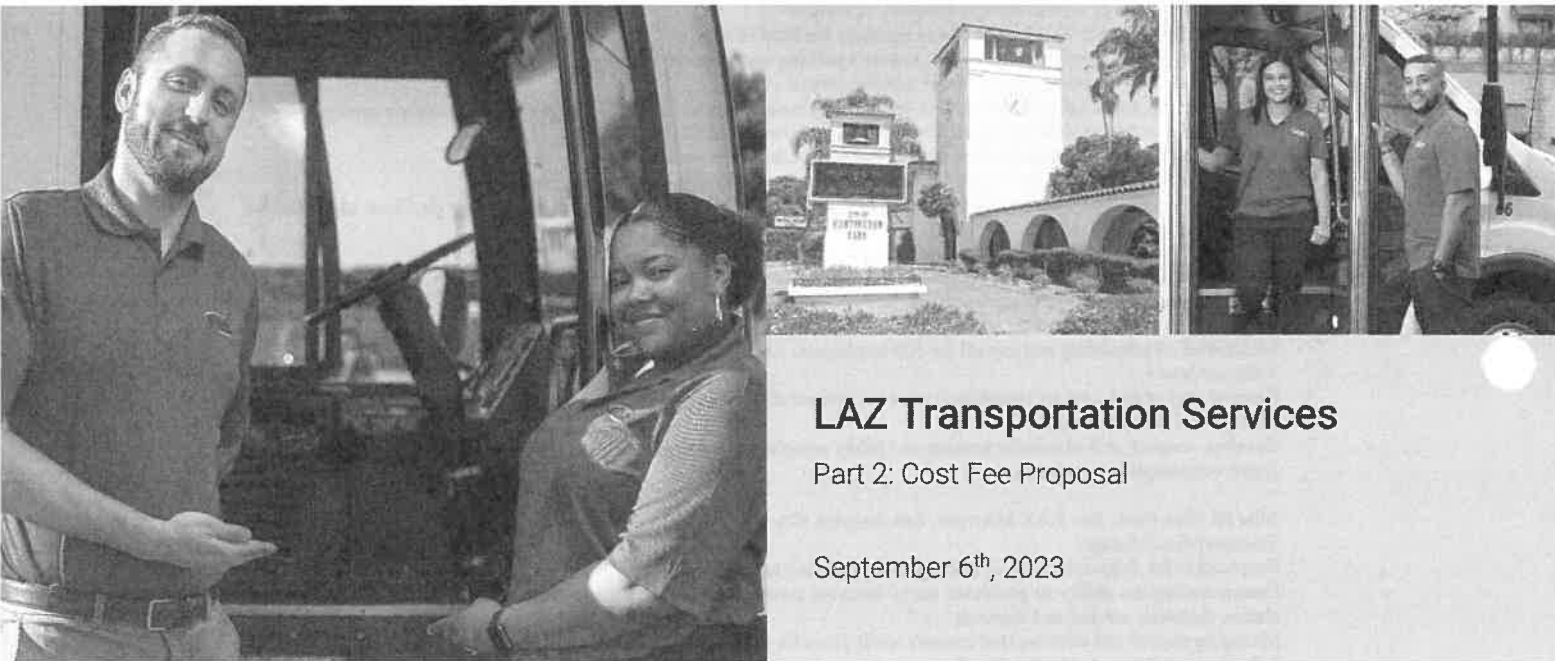
Delegating by allocating decision-making and other responsibilities appropriately and effectively.

Understanding the client's service standards and effectively integrating Towne Park's standards to complement them

Understanding what objectives are essential to the client and ensuring the entire team is focused on exceeding expectations.

Fixed-Route Shuttle Bus Transportation Services

City of Huntington Park



LAZ Transportation Services

Part 2: Cost Fee Proposal

September 6th, 2023

FEE COST PROPOSAL

The Fee Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "Fixed-Route Shuttle Bus Transportation Services" and addressed to the above-mentioned location. The envelope shall contain the name and address of the vendor clearly marked on the outside.

The per hour rate was based on the fixed and variable cost associated with the providing service to the route and requirements outlined in the RFP. The provided revenue hours of 19220 and estimated annual miles of 1,114,774 were used as a baseline. Any large fuel increases, additional fees, and taxes imposed during the contract period will be added to the hourly rate and the billing will be adjusted to reflect the new cost impact.

The Rate Per Hour: \$98.00 for year one of the contract. LAZ has assumed a 3% increase in subsequent years.

LEASE DEAL SUMMARY - Driver Only							
Item	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL	Average for Term
Project Cost	\$1,883,538	\$1,940,044	\$1,998,245	\$2,058,193	\$2,119,938	\$9,999,958	\$1,999,992
Hours	19,220	19,220	19,220	19,220	19,220	96,101	19,220
Cost per Hour	\$98.00	\$100.94	\$103.97	\$107.08	\$110.30	\$104.06	\$104.06

ITEM 14



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED FIRMS TO PREPARE A WATER MASTER PLAN

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified water engineering and environmental firms for the preparation of the Water Master Plan.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The goals of the master plan are to develop a 20-year capital improvement program to:

- Meet water demand.
- Improve the resiliency of existing infrastructure.
- Ensure compliance with current and potential future regulations.
- Better understand the needs and priorities of the entire water system.
- Provide cost estimates for the recommended improvements to guide the City's capital improvement program (CIP).

The master plan includes:

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED FIRMS TO PREPARE A WATER MASTER PLAN

September 19, 2023

Page 2 of 4

- Assessment of the existing water network that includes the pump stations, water distribution system and storage tanks to identify problems arising from the aging infrastructure.
- Water quality, regulatory, facilities, and water distribution system improvements and additional staff to implement a 20-year CIP.
- Calculations and analysis to examine current and 20-year forecasted water supply and demand.
- Solid basis for a financial plan and future water rate evaluation and study.

A water rate study is integral as this evaluates the current costs and revenues of the water system. The master plan develops a financial plan and rate strategy that meets the needs of the City's water consumers. A water rate study includes factors such as water supply, water quality, capital projects, debt obligations, and cost of service standards. A water rate study may result in rate adjustments or increases to prevent a shortfall in the water fund balance or to fund water system upgrades and replacements. Though this data is shared with the City Council and the City Council ultimately decides a course of action after obtaining all of the information. Proposition 218 is in effect with respect to any changes associated with the water rates.

Support from an outside consultant versed in water engineering and environmental master planning is necessary to accomplish drafting the water master plan. A formal RFP (Attachment 1) will be published to solicit proposals from qualified firms to provide the necessary services for the project.

The following is a tentative schedule:

RFP ISSUED	September 22, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	October 9, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	October 16, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	October 25, 2023
TENTATIVE CITY COUNCIL AWARD DATE	November 7, 2023
APPROXIMATE NOTICE TO PROCEED DATE	November 13, 2023

CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED FIRMS TO PREPARE A WATER MASTER PLAN

September 19, 2023

Page 3 of 4

LEGAL REQUIREMENT

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act.

The City Clerk's Office shall publish the RFP in the local newspaper of general circulation and staff will post the RFP on the City's website and other forms of electronic media will be able to obtain the RFP for further distribution. The RFP shall describe the document requested and provides the tasks required from professional engineering firms to draft and completed the water master plan. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT/FINANCING

At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform this task. Though once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED
FIRMS TO PREPARE A WATER MASTER PLAN**

September 19, 2023

Page 4 of 4

ATTACHMENT(S)

1. Water Master Plan RFP

ATTACHMENT "A"



**CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Professional Planning, Environmental, Water Engineering Design Services
Of Water Master Plan & Rate Study
PROPOSAL DUE DATE: OCTOBER 25, 2023, 2:00 P.M.**

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6320
croldan@hpcal.gov

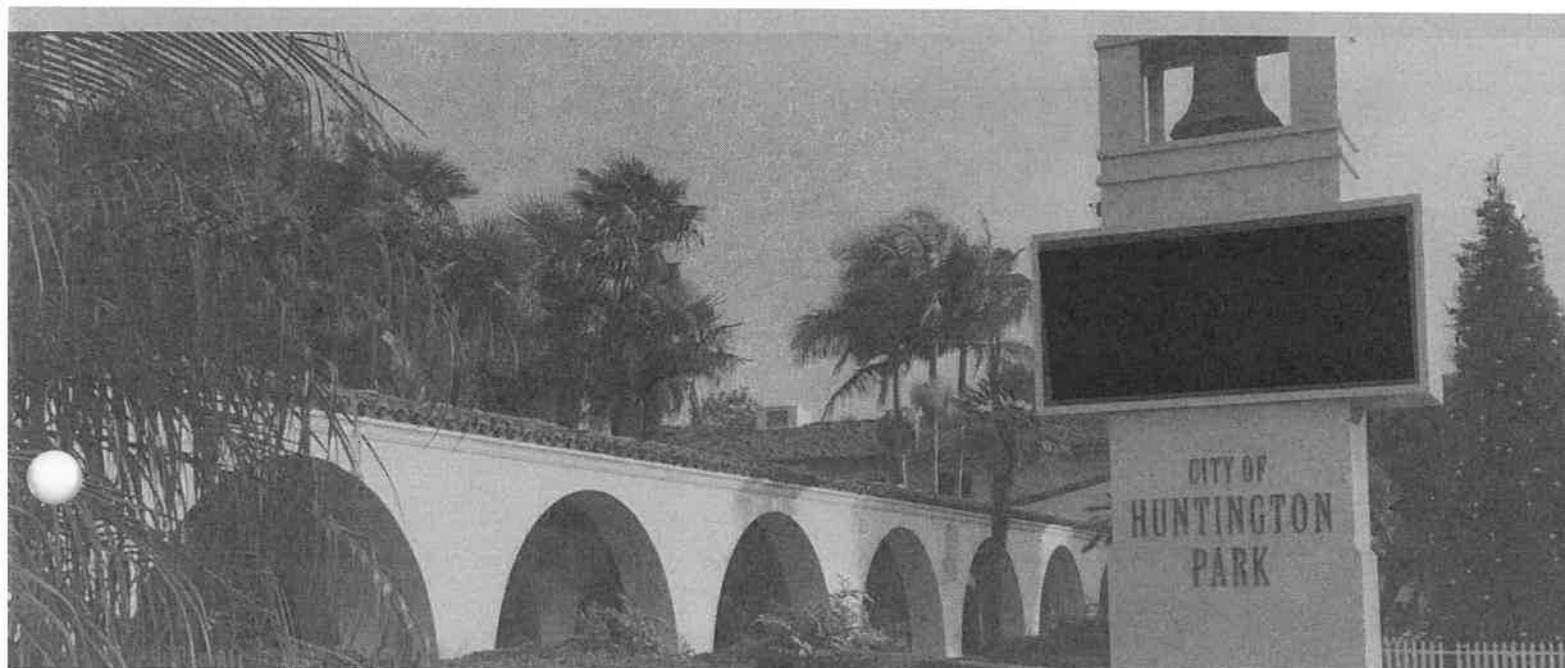


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1. INTRODUCTION

The City of Huntington Park (City) is soliciting proposals from qualified and experienced professional planning, environmental, water engineering firms to draft and complete the Water Master Plan.

The City's Public Works Maintenance Division contracts out the operations and maintenance of the water system through Inframark, who is responsible for the maintenance and repair of 66 miles of mainline water pipeline (gravity mains) and 44.15 miles of laterals. The main objective of this Water Master Plan is to update the current and projected system capacity needs and demands, document the physical condition of the water system and identify future improvements including a comprehensive and prioritized ten-year Capital Improvement Plan.

All responses to this RFP are due to The City by 2:00 p.m. on Wednesday, October 25, 2023 (Proposal Due Date).

2. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide technical professional services related to the drafting and completion of the Water Master Plan. The consultant applying should have significant experience in planning, researching and preparing Water Master Plans.

Following are the key tasks to be addressed in the Technical Proposal:

- The City reserves the right to delete specific task(s).

A. Task 1 – Meetings

Consultant shall prepare for, attend, and provide summary minutes for the following meetings:

- Kick-off meeting. Prepare for and lead a kick-off meeting with the City.
- Operational workshop(s) and field visit(s). Prepare for and attend workshops/site visits with the City's staff. The workshop(s) will include a detailed discussion of the water system operation, including water quality and monitoring, known hot spots, key issues, and future needs.
- Progress meetings. The consultant shall present information at briefing meetings with City staff at critical points in the preparation process. It is anticipated that these meetings will be generally organized around key milestones or important information transfer periods. In addition, upon completion of each draft report (Master Plan and

Rate Study), the consultant shall be prepared, if requested, to present the study to City staff, City Council, and the residents in a public format. The presentation capabilities and public involvement processes proposed by the consultant is a key factor in determining the successful proposer for the study.

- Consultant shall prepare for, attend, and support presentations of Water Master Plan results at up to three Executive Team meetings. Consultant shall prepare PowerPoint support slides and any other needed presentation information.
- City Council Study Sessions and Regular City Council Meetings. Consultant shall prepare for, attend, and support presentation of Master Plan results at City Council Study Sessions and Regular City Council Meetings. Consultant shall prepare PowerPoint support slides in coordination with the City presentation/staff reports.
- Meetings with Executive Team. Consultant shall prepare for, attend, and support presentation of Water Rate Study results at up to three Executive Team meetings. Consultant shall prepare PowerPoint support slides and any other needed presentation information.
- Public Meetings. Consultant shall be prepared, when requested, to present the Master Plan and Water Rate Study to residents in a public format(s). Consultant may be responsible for coordinating the meeting venue(s), advertising the meeting(s), and preparing the PowerPoint support slides and any other needed presentation information.

B. Task 2 – Research

Document Research, Data Collection, System Review, Project Planning: Review all available plans and documents in the City's possession. Formulate a comprehensive Work Plan for the project. Historical documents available for review may not be available, so the proposer will have to make assumptions utilizing engineering judgement. Consultant shall maintain a schedule of all activities identifying all of the consultant's work tasks with start and finish dates. The schedule shall be evaluated and updated, if necessary, on a monthly basis.

- Utility Research – Consultant shall obtain comprehensive utility data for all alternative layouts from all utility purveyors.
- Hydrologic Model – Consultant shall undertake a study to enact a hydraulic model of the City's water system.

C. Task 3 – City Water Master Plan

The following is a list of key topics which shall be included in the City Water Master Plan.

- Demand and Supply Analysis
 - Demand forecast;
 - Drought regulation and its short and long-term impacts;
 - Storm water capture and utilization for irrigating medians, parkways, and other sites;
 - Recycled water utilization;
 - Utilization of groundwater pumping rights; and
 - Evaluation of the City's water conservation program, including Drought Resiliency Planning.
- Optimization of Supply Facility Operation
 - Detailed analysis supply, storage, and pump utilization and optimization;
 - SCADA improvement needed for "total" automation and energy efficiency;
 - Utilization of MWD connections, inter-connections for peak demand/fire flow; and
 - Variable frequency drive (VFD) applications to smooth system pressure and demand variations.
- Distribution System
 - Evaluate pipeline replacement program and identify future pipeline replacement needs;
 - Evaluate flushing program and its benefits/frequency;
 - Evaluate valve maintenance and inspection program;
 - Evaluate cross-connection control program, including cross-connection control ordinance;
 - Evaluate tank inspection program;
 - Assess condition and replacement program of reservoirs, pumps, mains and laterals; and
 - Evaluate uses of different pipeline materials (i.e. DI, PVC, etc.).
- Water Quality and Treatment
 - Review the City's water quality monitoring plan and determine adequacy which should include, but not be limited to, sample location and frequency of sampling;
 - Review monitoring data and discuss any concern with anticipated water quality regulations;
 - Review and evaluate the chloramine treatment plan; and

- Evaluate and recommend improvements to current practices in anticipation of pending legislation.
- Asset Management and Sustainability
 - Water facility management and replacement, including remaining service life;
 - Evaluate the appropriateness of initiating and maintaining a CMMS for asset management of the City's water system;
 - Data collection and database management; and
 - Review cost/benefits of smart meter and other smart analytics.
- Capital Improvement Program (CIP)
 - Develop five-year (short-term) and 20-year (long-term) CIP;
 - Employ an asset management approach using risk and consequence of failure analyses to create a CIP that addresses aging infrastructure needs in addition to capacity;
 - Provide a prioritized phased approach, which includes planning level cost estimates and contingencies;
 - CIP software should allow the City to adjust the CIP after Water Master Plan completion; and
 - Any costs associated with proposed software needs will be discussed in the Consultant's proposal since City software costs are not included in the overall budget.
- Recycled Water System Incorporation
 - Review and make recommendations for a recycled water system, including, but not limited to, existing system, increased demands and construction costs.

D. Task 4 – Water Rate Study & Fees

- The Scope of Services involves all necessary analyses and documentation to perform the study of the City's water utility rates and recommendation of a five-year rate schedule. In general, the Scope of Services shall involve the following:
 - The general intent of the Water Rate Study is to independently evaluate and make recommendations related to the City's:
 - Existing water rates and fee schedule's revenue generation capacity and ability to meet the City's capital, operations, and maintenance infrastructure needs;

- Prioritization of identified water infrastructure needs;
 - Five-year (short-term) and 20-year (long-term) CIP programmatic schedule;
 - Financing ability to address the City's capital needs for water infrastructure improvements; and
 - The final goal of this Water Rate Study is to develop a fair and reasonable rate structure, and adopt new water rates and fees for a five-year period and a ten-year Financial Plan, that will provide the necessary revenue to meet the City's water related CIP needs.
- Review Key Background Information for the Water System, including, but not limited to:
 - Regulatory requirements, bond covenants, and other contractual requirements and operations;
 - Historical revenues, operating expenses, debt service requirements, reserve policies (i.e., working capital and renewal and replacement), billing and collection procedures, approved rates and charges, customer information, and usage data;
 - Source(s) of supply, current system facilities, and the proposed CIP;
 - The City's projected revenues, operating expenses, debt service, and other funding requirements; and
 - Develop a comparative survey data of a minimum of 20 local water purveyors both by rate levels, as well as, typical customer groups, such as average single-family users, and by typical meter sizes for non-residential customers. City reserves the right to review, modify, and approve survey content and add to or delete from the list of local water purveyors surveyed.
 - Project operating results reflecting only previously approved rate increases.
 - Comment as to the extent to which the projected revenues meet projected operating and capital needs to satisfy bond covenants and required and/or recommended reserve levels.
 - Project rate increases and recommended structure needed to meet operating requirements, capital improvements, regulatory obligations, and reserve funding levels assuming no additional obligations.
 - Propose a methodology for annual inflationary adjustments in compliance with Proposition 218.

- Identify various scenarios for additional debt and alternative rate design structures. The alternatives should consider the utility's fiscal health, as well as, ratepayer impacts. Additional debt scenarios will be developed in conjunction with the City.
- For each debt or rate scenario, assess the sensitivity of the projected results to changes in certain key variables.
- Attend meetings and conference calls with staff and consultants as needed. Present results to City Council at public workshops and meetings.
- Report(s): The consultant shall prepare a draft and a final report which includes the following:
 - A brief description of the Water system, including facilities, reservoir capacity, etc.;
 - Source(s) of supply (including a description of water rights/entitlements including status of City's assertion to water rights); historical and projected net sustainable yield and statement of the consultant's opinion as to the expected sufficiency to meet demand;
 - Provide a revised service area description, including service area population;
 - Overview of financial operations over the last five years with any corrective recommendations, if needed;
 - A description of the capital improvement program, including State and Federal regulatory requirements, a five-year (short-term) and 20-year (long-term) summary of proposed capital expenditures and a statement regarding the sufficiency of improvements to meet operating needs and regulatory requirements and reasonableness of the cost estimates;
 - The comprehensive revenue, expense projection described above;
 - The rate comparison described above; and
 - Identify and evaluate potential funding sources, including grants and loans.
- The consultant will provide guidance and advice to the City to assure compliance with the Proposition 218 process as it applies to water services. The consultant will include, as an option, the preparation and completion of the Proposition 218 process as a service to the City. It is the intent of the City to complete and adopt, if at all, the Water rates at the conclusion of the Proposition 218 process at a public hearing.

3. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

4. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

5. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

6. APPENDIX 1

Water Master Plan (1977)

7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Understanding (30%) – Understanding of the Scope of Work, familiarity and knowledge with drafting a Water Master Plan and demonstrated understanding of the work required.
- Approach (25%) – The overall capabilities of staff and the firm, knowledge of the proposed methodology and understanding of the project needs and commitment to the project.
- Experience (30%) – The technical qualifications and background of key staff and the experience of the firm on similar projects. References and performance on similar projects.
- Project Schedule (10%) – The project schedule provided by the Consultant will be compared to the projected costs/man-hours for accuracy. The proposed project schedule will be considered in the overall evaluation as the City.
- Proposal (5%) – Completeness and thoroughness of the proposal, initiative, compliance with RFP instructions attention to detail and creativity, and exception(s) or deviations from the RFP.

*** Use of the City of Huntington Park City Seal is prohibited.**

8. SELECTION PROCESS

City staff will review the proposals. Proposals will be ranked on qualifications and the City may choose to interview several of the top ranked consultants. However, at its sole discretion the City may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

Cover Letter: Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

Consultant's Background: Maximum 5-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 2-page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 4-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Project Approach: Maximum 3-page of the proposed approach to designing this improvement project. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP along with any estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.

Proposed Personnel: Maximum 2-page resume for each key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Schedule and Schedule Control: Maximum 2-page schedule detailing when the specific Tasks will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

Fee Schedule/Cost Proposal: Maximum 2-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Tasks (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement

expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside **"Water Master Plan & Rate Study"** and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hpca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, OCTOBER 9, 2023**. In response to all questions received by this date, City will issue an Addendum on or before **5:00 PM, OCTOBER 16, 2023**. The addendum will be emailed to all RFP recipients on record.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit two (2) hard copies and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, OCTOBER 25, 2023**, to:

City of Huntington Park – City Clerk's Office

Attn: Cesar Roldan, Director of Public Works

6550 Miles Avenue

Huntington Park, CA 90255

Late proposals will not be accepted.

13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity

participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

APPENDIX 1 – WATER MASTER PLAN (1977)

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	September 22, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	October 9, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	October 16, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	October 25, 2023
TENTATIVE CITY COUNCIL AWARD DATE	November 7, 2023
APPROXIMATE NOTICE TO PROCEED DATE	November 13, 2023

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE CONSULTING SERVICES TO BE PERFORMED],

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

NOW, THEREFORE, for and in consideration of performance by the Parties of the mutual covenants and conditions herein contained, the CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year / (\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: INDEPENDENT CONSULTANT:

The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.

2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.

2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.
INDEPENDENT CONTRACTOR

- 3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV.
INSURANCE

- 4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.
- 4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 forms if later revisions used).
- 4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

4.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

4.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

4.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V. INDEMNIFICATION

5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTs, subCONSULTANTs or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTs or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VI. TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violate any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior

to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part.
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

6.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

6.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VII.

MISCELLANEOUS PROVISIONS

7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT

7.4 WARRANTIES: Each of the Parties represents and warrants to one another as follows:

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

7.5 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

7.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
[NAME AND ADDRESS]

CITY:
City of Huntington Park
[DEPARTMENT]
6550 Mile Avenue
Huntington Park, CA 90255
Attn: [REP FOR CITY, TITLE]
Phone: (626) XXXXX
Fax: (626) XXXXX

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

7.7 COOPERATION. FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

7.8 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

7.9 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.

7.10 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains 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 and represents 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 member, 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.

7.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

7.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

7.13 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

7.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

7.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

7.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

7.17 SEVERABILITY: If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.

7.18 NON-WAIVER: The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.

7.19 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

7.20 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

7.21 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

7.22 MISCELLANEOUS:

A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.

C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

7.23 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

7.24 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

7.25 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

7.26 **FORCE MAJEURE:** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God, (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
 - **\$1,000,000** per occurrence and **\$2,000,000** general aggregate;
 - **\$2,000,000** per occurrence and **\$4,000,000** general aggregate; or
 - Other: _____for bodily injury, personal injury and property damage, including operations, products and completed operations
- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than **\$1,000,000** per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Note – required only if vendor has employees)

Special Events serving/selling alcohol must also include **Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.



Certificate Holder:

- City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM
CERTIFICATE OF LIABILITY.**



SUBJECT TO CHANGE ACCORDING TO EVENT

DATE

Must have a Contact Name & Phone number or email address

Insurance Company Name(s)

ACORD
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Agent or Broker Name & Address

INSURED: Insured Name & Address

INSURER A: _____
INSURER B: _____
INSURER C: _____
INSURER D: _____
INSURER E: _____

COVERAGES: _____ CERTIFICATE NUMBER: _____ REVISION NUMBER: _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDENDUM NO.	POLICY NUMBER	POLICY PERIOD	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> AGENT AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> AGENT <input type="checkbox"/> AGG <input type="checkbox"/> OTHER		Policy Number	Current Policy Period	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any One Person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPOUND ANNUAL
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AUTO & AUTO <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTO ONLY		Policy Number	Current Policy Period	BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Occurrence) BODILY INJURY (Per Person) BODILY INJURY (Per Accident)
<input type="checkbox"/> UMBRELLA LIABILITY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> OTHER		Policy Number	Current Policy Period	EACH OCCURRENCE AGGREGATE EXCESS
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> EMPLOYER'S LIABILITY		Policy Number	Current Policy Period	EACH ACCIDENT DISEASE - EA EMPLOYEE EMPLOYEE - POLICY LIMIT

EXCEPTION OF OPERATIONS - LOCATIONS / VEHICLES (ACORD 591, Additional Remarks Schedule, may be attached if more space is required)

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

CERTIFICATE HOLDER: City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: SIGNATURE

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

APPENDIX 1 – WATER MASTER PLAN (1977)

CITY OF HUNTINGTON PARK

WATER SYSTEM MASTER PLAN

APRIL 1977

JAMES M. MONTGOMERY, CONSULTING ENGINEERS, INC.

PASADENA • IRVINE • LA JOLLA • RANCHO CALIFORNIA • WALNUT CREEK
BOISE • FORT LAUDERDALE • LAS VEGAS • CHARLESTON WV. • WASHINGTON
C & G ENGINEERING (PORTLAND • ROSEBURG • SALEM, OR.)



CITY OF HUNTINGTON PARK
WATER SYSTEM MASTER PLAN

APRIL 1977

CITY COUNCIL

Thomas E. Jackson, Mayor
Jack W. Parks, Mayor Pro Tem
Herbert A. Hennes, Jr.
Jim Roberts
William P. Cunningham

CHIEF ADMINISTRATIVE OFFICER

Harold M. Campbell

CITY ENGINEER

Maurice E. Neisler

WATER OPERATIONS SUPERINTENDENT

Robert Storey



JAMES M. MONTGOMERY, CONSULTING ENGINEERS, INC.

555 East Walnut Street, Pasadena, California 91101/(213) 796-9141/(213) 681-4255

Cable Address: Montgomery Pasadena California Telex: 67-5420

April 15, 1977

City of Huntington Park
Civic Center
Huntington Park, California 90255

Attention: Mr. Maurice Neisler, City Engineer

Subject: Water System Master Plan

Gentlemen:

It is with pleasure that we submit herewith a report entitled "City of Huntington Park - Water System Master Plan - April 1977."

The Plan provides recommendations for maintaining, updating and improving the City's water system. The recommendations are based on pay as you go financing which would require a ten-fold increase in the Water Department's Annual Capital Improvement Program. Such an increase can be supported by increased water rates which would be comparable to existing rates of other in-City water purveyors.

The assistance and cooperation by City staff in the preparation of the Plan has been greatly appreciated.

Very truly yours,

Miles E. Wollam
Vice President

Shahnawaz Ahmad
Project Engineer

/ps

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CHAPTER

1

JAMES M. MONTGOMERY, CONSULTING ENGINEERS, INC.

CHAPTER 1

SUMMARY AND RECOMMENDATIONS

The following Summary and Recommendations are presented ahead of the detailed text for convenience and ease of review.

SUMMARY

1. The City of Huntington Park encompasses an area of 1909 acres. It has a current population of about 37,850 people. Water service to 1585 acres of the City is provided by the City water system. The remaining 324 acres of the City is divided into five water service areas served by four mutual water companies and one public utility water company.
2. The City overlies the Central Basin, a groundwater basin that has historically been the principal water source for the City. The basin was adjudicated in 1965 with 3830 acre-feet being allocated annually to the City. Additional supplemental waters from northern California and the Colorado River are provided the City through facilities of the Metropolitan Water District (MWD).
3. The City is within the Central Basin Municipal Water District, a member agency of the MWD. The City is also within the Central and West Basin Water Replenishment District (CWBRD). This latter District is responsible for the basin management of Central Basin.
4. The City's water supply from Central Basin and MWD meets all mineral quality standards of the U.S. Public Health Service and the Environmental Protection Agency.
5. The City utilized 5292 acre-feet of water in FY 1974-75 with 1393 acre-feet being supplied from MWD, and 3898 acre-feet being extracted from Central Basin. Projections of water requirements for the City system are 5631 acre-feet in year 1986. If the City were to extend its system to serve all the City, the water requirements are projected to be 6905 acre-feet in year 1986. Present water supply capacity from wells and MWD are considered sufficient to meet the needs of the City for the next 10 years.

Summary and Recommendations

6. Fire protection service is provided the City by the Los Angeles County Fire Department through the Consolidated Fire Protection District. The District reimburses the City for maintaining fire hydrants on the City system. It recommends to the City locations for installation of new fire hydrants. The District's criteria for fire hydrant locations is based on criteria established by the Insurance Services Office (ISO) for rating of municipal water systems for fire protection. The criteria is based on type of land use (residential, commercial, industrial) and land area. Fire flow requirements varies from 1000 gpm for 2 hours to 5000 gpm for 5 hours. Fire hydrant spacing varies from 600 ft for residential to 300 ft for commercial-industrial. Past fire protection ratings of the City system by ISO have been very high with a few deficiencies for fire hydrant spacing.
7. The City water system has the hydraulic capability to serve water to the five service areas served by the other in-City water purveyors without constructing major water system improvements except for the area west of Alameda Street, served by the Southern California Water Company and the area north of Randolph Street and east of Maywood Avenue served by the Maywood Mutual Water Company No. 2. For these areas, if the supply and storage facilities of the aforementioned purveyors are not acquired, then increased pipeline capacity from the City system to these areas would be required. The extension of City service to these areas is subject to legal and financial constraints.
8. The City presently has six deep wells designated No. 9, No. 11, No. 12, No. 14, No. 15 and No. 16, ranging in depths from 1200 ft to 1500 ft. The wells have 14-inch to 18-inch casing with pumping levels from 150 to 380 ft. Two of the wells, No. 9 and No. 11, were constructed prior to 1939 by the cable tool method. The remaining wells No. 12, No. 14, No. 15 and No. 16 were constructed after 1945 by the rotary method. Total capacity of the wells is about 7500 gpm. Well No. 11 has waters with an excessively high bacteria count and its specific capacity (water inflow) has decreased significantly.
9. The City presently has 14 booster pumps ranging in capacity from 200 gpm to over 3200 gpm. Twelve of the booster pumps are horizontal centrifugal pumps installed between 1925 and 1947. Five of the pumps are over 45 years old. All the pumps are electrically driven with two having standby gas power.

Summary and Recommendations

Two pumps are vertical turbine pumps installed in 1958. Efficiencies of the pumps range from 50 to 74 percent except one which is 20 percent. The booster pumps are controlled, in a predetermined sequence set at the Central Control, from the water levels in the elevated tank at Miles and Slauson Plant. The pumps boost directly into the City system from the surface storage reservoirs.

10. The City has eleven reservoirs. Three are elevated steel tanks with a total storage of 360,000 gallons. The elevated tank at Salt Lake and Florence (60,000 gallons) is not in service. The remaining eight reservoirs are ground storage facilities with a capacity of 13.9 mg, three are steel tanks, three are concrete-lined earth fill with wood roofs, and two are circular concrete above ground with wood roofs. The 3.0 mg Bear Avenue Reservoir roof has dry rot in its wood members. The three steel ground storage tanks have deteriorated interior coating systems.
11. The City has over 260,000 ft of transmission and distribution pipeline within the City's system. The pipelines vary in size from 1-1/2 inch to 18-inch in diameter. Approximately 55,000 ft of the pipeline is 4-inch diameter pipe constructed prior to 1929. The 4-inch pipeline is unlined causing coloration or rusty water conditions from interior pipe corrosion. The City maintains an effective flushing program which minimizes the coloration problem. The economic life of the 4-inch pipe based on well established data and similar installations in Southern California ranges from 50 to 60 years. A major portion of the 4-inch pipelines are located in alleys. Replacement of this pipe is effected by two factors: (1) Reinstallation of the pipe in alleys would locate the pipe within 10 feet of the existing sanitary sewers which is contrary to the County Health Code adopted by the City in 1964 and (2) Future fire hydrant locations based on the City's General Land Use Plan (Figure 4-1) and ISO criteria used by the Fire District in its hydrant recommendations would require hydrants spaced at 300 ft intervals in areas currently residential but which in the future could be multiple residential, commercial or industrial. Fire hydrants as a policy are not installed in alleys. Fire Hydrants installed on the City system at intersections of alleys with crossing streets would exceed the 300 ft spacing. An added factor for pipelines in alleys is that the meters located in alleys are damaged from vandalism and vehicular traffic and at times, these meters are inaccessible due to parked cars and trash.

Summary and Recommendations

12. Records of the City show that unaccounted-for waters (difference between production and sales) have increased in the last five years from 6 percent to over 13 percent. This increase suggests increased inaccuracies in meter recordations as well as increased non-metered water use for City parks, street sweeping, pipeline flushing, and fires.

RECOMMENDATIONS

The following summary of recommendations is presented ahead of the detailed text.

1. A rate study should be performed to establish an appropriate water rate base by commodity to obtain an additional \$300,000 in funds. The City water system requires certain improvements in order to maintain and improve its reliability and service performance. The improvements can be financed on a pay-as-you-go basis by increasing the water rates some 75 percent. This would provide \$300,000 annually for system improvements. Such an increase makes the rates comparable to the existing water rates of other in-City purveyors.
2. Capital Improvement Programs should be initiated for the next ten years (FY 1977 to FY 1987) covering the following improvements as described in Schedules A to F of the Appendix:
 - a. Recoat the interior coating systems of the
 - 1) 4.375 mg steel reservoir at Miles and Slauson Plant
 - 2) 1.5 mg steel reservoir at Cottage Plant
 - 3) 1.5 mg steel reservoir at Salt Lake and Florence Plant

Inspections of the three reservoirs in recent years have noted significant deterioration of the interior coating systems. The interiors should be recoated to maintain the tanks integrity.

- b. Replace the existing Bear Avenue Reservoir Roof which has "dry rot" in its wood members, with a complete new roof system.

Inspection of the reservoir roof in 1976 noted significant "dry rot" conditions in the wood members caused by poor air circulation. The roof should be replaced to maintain the reservoirs functional capabilities.

Summary and Recommendations

- c. Construct a new water well with pumping equipment at the Miles and Slauson Plant. The existing Well No. 11 has high bacteria count and low specific yield. It is 38 years old and should be abandoned. The new well will be a replacement for Well No. 11 as well as Well No. 10 previously abandoned.
- d. Initiate an annual meter replacement program for replacement of about 600 meters per year in order to improve water sales and reduce unaccounted for waters. Replacing 600 meters per year will permit each meter to be replaced once in 10 years which is considered appropriate.

Also a meter installation program should be initiated for those parcels (City owned) presently not metered. City departments using water should submit a monthly report of water use in accordance with Section 6-5-222 of the City code.

- e. Raise the existing Cottage Plant elevated tank approximately 9.5 feet so that it can operate in conjunction with the elevated tank at Miles and Slauson Plant. Construct a new 0.25 mg elevated tank at Miles and Slauson Plant to replace the existing elevated tank.

An alternative to raising the Cottage Plant elevated tank is to construct the future 0.25 MG elevated tank at Miles and Slauson Plant at the same water level as the existing elevated tank at Cottage Plant. This is not considered viable since it would reduce the City's pressure 4 psi which would make service to the City's area north of Slauson Avenue, now less than 45 psi, marginal.

- f. Replace Booster Pumps No. 1, No. 6, No. 7, No. 10 and No. 11 with equivalent horizontal centrifugal units. Replace the electrical switch gear on Booster Pumps No. 6, No. 7 and No. 11 at the time the new pumps are installed.

The booster pumps should be replaced because of their age, exceeding 45 years, and because their efficiency is less than 60 percent. The existing auxiliary gas engines for Booster Pumps No. 1 and No. 10 should be maintained as long as they continue to be maintenance free. When a major maintenance problem occurs they should be abandoned.

Summary and Recommendations

- g. Remove existing 0.60 mg elevated tank at Salt Lake and Florence Plant which is surplus and is not required since City has a one pressure zone system controlled by the elevated elevated tank at Slauson and Miles Plant.
- h. Replace 57,000 ft of 4-inch unlined pipe with 6-inch pipe as described in Schedules A to E of the Appendix. The pipe being replaced has an economic life of 50 to 60 years. It was installed prior to 1929. Replacement will improve the water quality (minimize water coloration), provide increased fire protection capability, minimize pipe maintenance, and insure continuing service to City customers. Replacement of the pipe is recommended in the fronting streets rather than in alleys where the installation is practical and appropriate. Of the 41,000 ft of 4-inch pipe in alleys 24,000 ft is recommended to be relocated to the fronting streets and 17,000 ft is to be reinstalled in the alleys.
- i. Repair the two circumferential cracks in the Santa Ana and Salt Lake Reservoir with sealant material.

CHAPTER

2

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.

CHAPTER 2

INTRODUCTION

GENERAL

The City of Huntington Park is a community confronted with many civic challenges as many other cities throughout the nation: older residences are conceivably to be replaced in the future with apartments and multiple residences, revitalization of the business and industrial community is desired for improved and expanded commercial capabilities, costs for municipal services are increasing. Significant financial resources are being expended by the City to meet these challenges. The Water System Master Plan described herein is one element of the City's continuing effort to provide a cost-effective and reliable water service to its citizens.

HISTORY

The City of Huntington Park is a community with well-kept homes, spacious parks, many commercial establishments, and significant industries. The City, centrally located in Southern California, is about six miles south of downtown Los Angeles and 15 miles north of San Pedro Bay. The Long Beach Freeway to the City's east and the Harbor Freeway to the City's west are easily accessible via the City's thoroughfares of Slauson Avenue, Gage Avenue and Florence Avenue. The City presently encompasses approximately 1910 acres. It is surrounded by the Cities of Vernon and Maywood on the north, the Cities of Bell and Cudahy on the east, the City of South Gate on the south, and unincorporated areas of Los Angeles County on the west and south.

The City was incorporated in September, 1906. The City at its beginning was a rural community encompassing an area of one square mile with a population of 500 people, one newspaper, and one two-story building. It was named for Henry E. Huntington, a western railroad magnate in gratitude for running his Pacific Electric "Red Car" line through the City along Randolph Street. Prior to its incorporation, a portion of the City was known as "La Park." The City's area was

Introduction

originally part of the 29,000 acre Rancho San Antonio, a Spanish land grant patented by the United States in the mid-1800's. The rancho extended from Long Beach to the Pueblo of Los Angeles.

The City has typical Southern California climate. Average rainfall is 12 inches and the annual mean temperature is 60°F. Summer days are warm; nights are pleasantly cool. Elevations in the City vary from 120 ft to 190 ft. Over the years, the City has grown and expanded from its early rural beginning to its present-day status as a "City of Perfect Balance."

AUTHORIZATION

The City of Huntington Park authorized James M. Montgomery, Consulting Engineers, Inc., by an agreement dated February 17, 1976, to prepare a Water System Plan. An addendum to the agreement providing for additional services relative to the other in-City water service areas was approved by the City on March 30, 1976. The Water System Master Plan described herein is in fulfillment of the agreement and its addendum.

PURPOSE AND SCOPE

The Master Plan is to provide recommendations through year 1986 that will maintain, update, and improve the service and reliability of the City's Water System.

The Master Plan is also to provide recommendations of facilities required if the City's water system were extended to serve those areas in the City presently served by the other in-City water purveyors.

The water purveyors and their service areas in the City are:

Water Purveyor	Service Area
Maywood Mutual Water Company No. 1	East of Maywood Avenue and North of Randolph Street
Maywood Mutual Water Company No. 2	West of Maywood Avenue and North of Randolph Street
Tract No. 349 Mutual Water Co.	East of Salt Lake Avenue and South of Olive Street

Introduction

Walnut Park Mutual Water Co.

Walnut Street from State Street
to Mountain View Avenue

Southern California Water Co.

West of Alameda Street and
South of 60th Street at State Street

The scope of work for the Master Plan is as follows:

1. Review all available data and reports on the City's water system.
2. Review the City's existing and proposed zoning and land use plans for the City's water service area, including those portions within the City presently being served by other water purveyors.
3. Review population projections and develop rates of growth and areas for the growth to occur. Project population for each year from 1977 to 1981, inclusive, and 1986.
4. Develop future water requirements for the City's water service area, including those portions within the City presently being served by other water purveyors, for each year from 1977 to 1981, inclusive, and 1986.
5. Perform a hydraulic analysis of the City's existing water system and water service area, including those areas served by other water purveyors.
6. Based on the above hydraulic analysis and the water system operational problems identified by the City, determine any deficiencies in sources of supply, transmission, and distribution pipelines, well and booster pumps, reservoirs, and elevated tanks. Also determine the water system facilities and water supply requirements for the year 1986 if the City's water were extended to the area served by other water purveyors.
7. Develop a staged program of water system improvements, based on the hydraulic analysis and operational problems, to correct the City's water system deficiencies and to meet the anticipated water requirements for each year from 1977 to 1981, inclusive, and 1986. Included would be recommendations for:

Introduction

- a) Optimum utilization of the existing and future sources of water supply from local ground water and imported Metropolitan Water District (MWD) waters.
 - b) An efficient and reliable well and booster pump operation, considering alternate gas or electric power.
 - c) The size, type and location of reservoirs and elevated tanks.
 - d) The size and locations of transmission and distribution mains which would meet the necessary peak hour or maximum day plus fire flow requirements.
 - e) A meter installation, replacement and repair program.
8. Prepare cost estimates for the recommended improvements to the City's water system for each year from 1977 to 1981, inclusive.
 9. Discuss alternative methods for financing the water improvement program.

Introduction

ABBREVIATIONS

Abbreviations used in this Master Plan are as follows:

City	City of Huntington Park
MWD	Metropolitan Water District
DWR	California Dept. of Water Resources
CBMWD	Central Basin Municipal Water District
CWBWRD	Central and West Basin Water Replenishment District
LACFCD	Los Angeles County Flood Control District
JMM	James M. Montgomery, Consulting Engineers, Inc.
USPHS	United States Public Health Service
AWWA	American Water Works Association
ENR	Engineering News Record
mgd	million gallons per day
cfs	cubic feet per second
gpm	gallons per minute
gpcd	gallons per capita per day
M. G.	million gallons
A. F.	acre-feet
cu. ft.	cubic feet
mg/l	milligrams per liter
TDS	total dissolved solids
ISO	Insurance Services Office

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.

Introduction

hp

horsepower

ppm

parts per million

ACKNOWLEDGEMENTS

James M. Montgomery, Consulting Engineers, Inc. is appreciative of the assistance received from the City of Huntington Park in conducting the study and preparing the master plan. In particular, Mr. H. M. Campbell, Administrative Officer, Mr. Maurice E. Neisler, City Engineer, and Mr. Robert Storey, Water Operations Superintendent, provided significant contributions. Additionally, we wish to acknowledge the cooperation of the Metropolitan Water District of Southern California, Southern California Water Company, Central Basin MWD, Maywood Mutual Water Company No. 1, Maywood Mutual Water Company No. 2, Tract No. 349 Mutual Water Company, and Walnut Park Mutual Water Company.

CHAPTER

3

JAMES M. MONTGOMERY, CONSULTING ENGINEERS, INC.

CHAPTER 3

SOURCES OF SUPPLY

GENERAL

The City of Huntington Park overlies the Central Basin, a ground water basin which historically has provided the City with its principal source of water. The City is also within the Central Basin Municipal Water District (CBMWD) [a member district of the Metropolitan Water District of Southern California (MWD)] and within the Central and West Basin Water Replenishment District (CWBWRD). CBMWD is responsible for contracting and delivery of imported MWD water from northern California and Colorado River. CWBWRD is responsible for the ground water basin management of the Central and West Ground Water Basins.

Central Basin Municipal Water District was formed in 1952 to provide a supplementary water supply to major producers within the Central Basin. CBMWD covers an area of 187 square miles with a total assessed valuation in 1975 of \$3.5 million. Portions of the Cities of Compton, Los Angeles, and Long Beach which are also member cities of MWD also overlie the Central Basin and import MWD waters for use in the Central Basin. Distribution facilities of MWD in the southern California area are shown on Figure 3-1. CBMWD presently has no tax rate and is supported entirely from water revenues which are based on a surcharge of \$1.00 per acre-foot to the water rates of MWD.

The Central and West Basin Water Replenishment District was formed in 1959 and has the responsibility to maintain the ground water basin through purchase and recharge of imported water. The District in 1962 filed a suit in Los Angeles against 700 parties as defendants including the City of Huntington Park. The purpose of the suit was to seek title to the right to the use of ground water and regulating withdrawals from the Central Basin. A subsequent stipulated judgement was entered in 1965 allocating the City an allowed pumping allocation of 3,830 acre-feet per year. The stipulated amount has remained unchanged since the judgement was entered. The allocation can be increased or decreased by the court and can be increased or decreased through lease or sale/purchase of existing rights from one party to another within the Central Basin. The stipulated judgement is monitored by a court appointed Watermaster, the State Department of Water Resources (DWR).

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.



CITY OF HUNTINGTON PARK
LOCATION MAP

FIGURE 3-I

Sources of Supply

In addition to the yearly allocation, each party is allowed to carry over any unused portion not extracted from the previous year's allocation. This carry over is not to exceed 10 percent of the party's allocation or 10 acre-feet, whichever is greater. According to the Watermaster, the City had an allowable carry over from water year 1973-74 of 256.54 acre-feet to be added to the water year 1974-75.

All parties to the judgement with access to imported waters such as the City are required to subscribe 20 percent of the party's allocation to an Exchange Pool. The pool allows parties without imported water connections to supply, through purchase, their entire demand utilizing ground water from the Central Basin. The City's subscription to the exchange is 766 acre-feet per year. The amount actually sold in 1974-75, however, was only 13 acre-feet. Summation of the above items gives an allowable extraction for 1974-75 of 4,073.54 acre-feet. Actual extraction for this period was 3,898.34 acre-feet leaving an allowable carry over into 1975-76 of 175.20 acre-feet. Table 3-1 presents a summary of the pumping data for the last five years.

Over extraction of the basin is allowed on the premise that the over-extraction will be eliminated during the following water year. The over-extraction may not exceed 10 percent of the party's allocation without special permission from the Watermaster. Water required to meet the City's demand and not met by the pumping allocation must be purchased from MWD or by purchasing or leasing pumping rights of other parties in Central Basin. According to City records, during 1974-75, the City purchased 1,393.79 acre-feet of imported water from MWD in addition to the 3,898 acre-feet pumped from Central Basin.

Water purchased by CWBWRD for spreading and injection for Water Year 1976-77 has the following costs:

1. Injection

Filtered Imported Water	\$53.75
-------------------------	---------

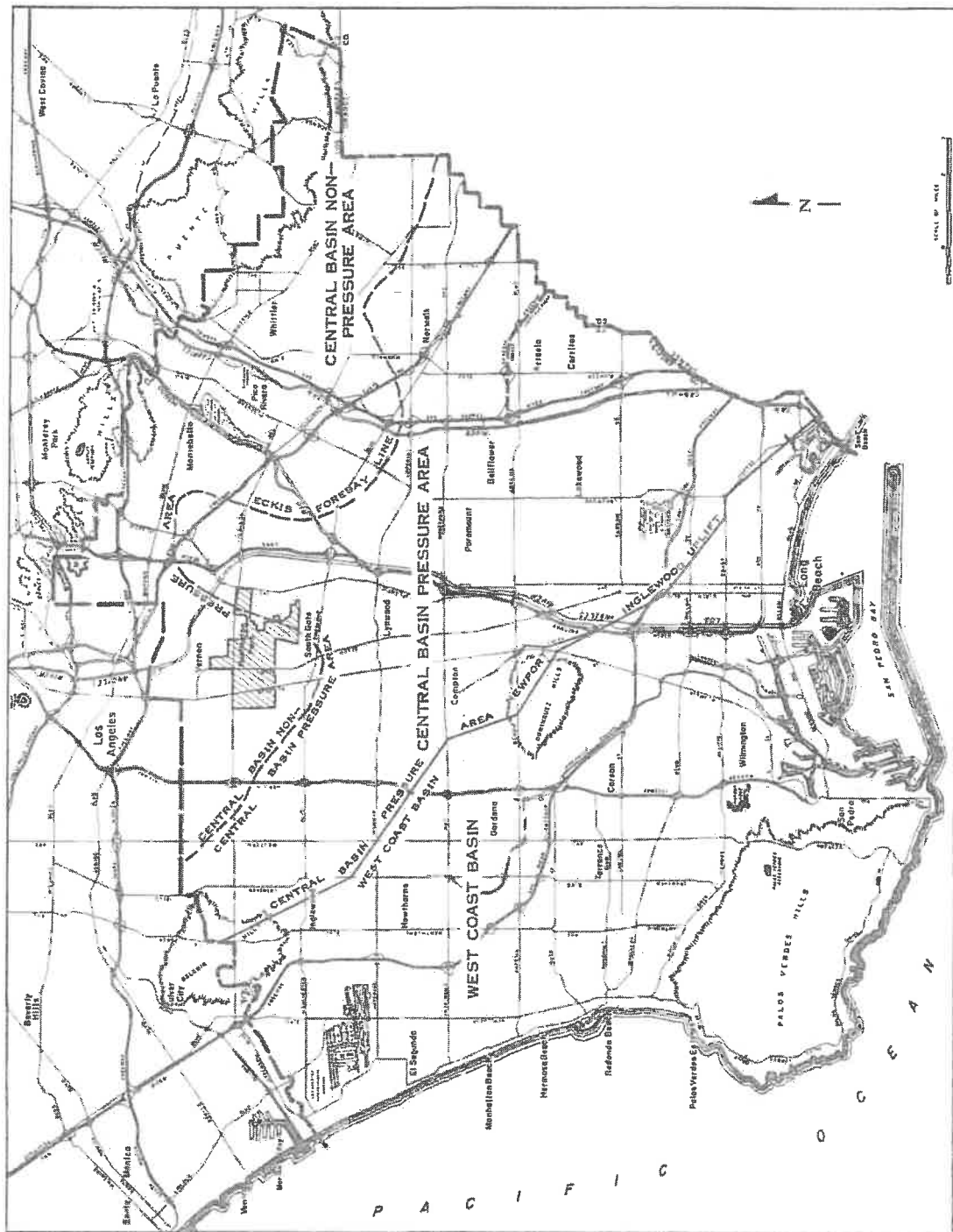
2. Spreading

Untreated Imported Water	\$42.00
Reclaimed Water	\$ 7.00

The weighted price for the spreading and injection water is \$40.00 per acre-foot.

The replenishment assessment to the City for withdrawing Central Basin waters is \$21.00 per acre-foot. CWBMWD also imposes a tax of

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CENTRAL AND WEST BASIN
WATER REPLENISHMENT
DISTRICT MAP

FIGURE 3-2

Sources of Supply

TABLE 3-1
CITY OF HUNTINGTON PARK
ALLOWED PUMPING ALLOCATION AND AMOUNT
OF WATER PUMPED AND EXCHANGED
(in acre-feet)

WATER YEAR Oct through Sept.	ALLOWED PUMPING ALLOCATION	ALLOWABLE CARRY OVER FROM PREVIOUS YEAR	EXCHANGE WATER ^a	NET LEASE	ALLOWABLE EXTRACTION	AMOUNT PUMPED	ALLOWABLE CARRY OVER TO FOLLOWING YEAR
1970 - 71	3,830.00	326.50	-340.00	-200.00 ^b	3,616.50	3,388.41	228.09
1971 - 72	3,830.00	228.09	-238.00	-	3,820.09	4,018.88	-198.79
1972 - 73	3,830.00	-198.79	-123.00	-	3,508.21	3,835.58	-327.37
1973 - 74	3,830.00	-327.37	- 52.00	-	3,450.63	3,194.09	256.54
1974 - 75	3,830.00	256.54	- 13.00	-	4,073.54	3,898.34	175.20

^a Purchased (+)
Sold (-)

^b Leased to La Habra Heights Mutual Water Company

Sources of Supply

\$0.0025 per \$100 assessed valuation on properties within the City. MWD imposes a tax of \$0.12 per \$100 assessed valuation.

GROUND WATER SUPPLY

GROUND WATER BASIN

The City overlies the Central Basin which extends over much of the Coastal Plain of Los Angeles County. It is bounded on the north by the Hollywood Basin and a series of low lying hills from Elysian Hills on the northwest to the Puente Hills on the northeast. Faults and anticlinal folds of the Newport-Inglewood uplift mark the west and southwest boundary while the Los Angeles-Orange County line is used as the eastern margin of the Central Basin. The basin has been divided into four parts -- the Los Angeles Forebay Area, the Montebello Forebay Area, the Whittier Area, and the Central Basin Pressure Area. The City of Huntington Park lies within the southern portion of the Los Angeles Forebay. Figure 3-2 shows the basin's location.

Recent alluvium and Pleistocene age Lakewood and San Pedro formations comprise the water bearing zones of the Central Basin. These deposits include unconsolidated and semi-consolidated marine and nonmarine alluvial sediments. Several recognized individual aquifers and aquicludes make up these formations, with the Sunnywide Aquifer forming the base of the Pleistocene deposits throughout most of the Central Basin. Underlying the San Pedro formation, Pliocene and Miocene rocks yield some fresh water to wells in localized areas, but generally are not penetrated by water wells. The total thickness of the water bearing units varies throughout the basin with a maximum depth of approximately 1600 feet in the Paramount Syncline.

Structurally the material of the basin has been generally downwarped into what is called the South Gate-Santa Ana depression. The depression extends from south of the Beverly Hills into Orange County bounded by the Puente and Repetto Hills on the northeast and the Newport-Inglewood uplift on the southwest. Recent sediments in this depression are generally flat lying, overlying the Lakewood formation. The San Pedro formation is moderately folded and is unconformably overlain by the younger formations. The Paramount syncline is one of the major structural features of this larger depression.

Aquifers that underlie the Central Basin can be easily recharged in the Los Angeles and Montebello Forebays because they are in direct hydraulic continuity with the surface in both location. In addition, not all of the aquicludes are continuous, thus allowing vertical recharge in other portions of the basin.

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Sources of Supply

Most of the aquifers have moderate to high transmissivity values (a measure of the rock and soils ability to transmit a liquid from one area to another, in gallons per day per foot of width). The following is a list of approximate transmissivity values for each of the aquifers underlying the City.

<u>Formation</u>	<u>Aquifer</u>	<u>Transmissivity</u> (gpd/ft)
Recent	Gaspar & Ballona	150,000
Lakewood	Artesia & Exposition	30,000
	Gage & Gardena	30,000
San Pedro	Lynwood	20,000
	Silverado	40,000
	Sunnyside	100,000

Based on the above figures, the total transmissivity for the combined aquifers underlying the Huntington Park area is in the range of 300,000 to 400,000 gallons per day per foot.

GROUND WATER LEVELS

Ground water levels in the Central and West Basins declined steadily from the middle 1920's until 1962. With increased water demands, ground water extractions exceeded the natural recharge of the basins. The declining levels caused increased costs of pumping and allowed sea water to intrude portions of the ground water basin near the coast. Attempts to stabilize the basin and reverse the intrusion patterns were begun in the early 1950's with an injected ground water barrier. The reduction of pumping in the Central Basin which took place in 1962, together with the effects of the replenishment operation at the Montebello forebay has resulted in a water level recovery of more than 40 feet. Ground water levels have remained at the same general elevation for the past several years. Currently the static ground water levels within the City vary from 153 ft at Well No. 12 to 250 ft at Well No. 15.

GROUND WATER RECHARGE

Natural recharge to the ground water basin is limited to the deep percolation of precipitation and the amount of water that inflows through Whittier Narrows from the San Gabriel and Rio Hondo Rivers. To maximize percolation and recharge, CWBWRD in conjunction with the Los Angeles County Flood Control District (LACFCD) diverted the majority of the post-storm flows to adjacent spreading basins to be used for artificial

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Sources of Supply

replenishment. Water is ponded at both the San Gabriel and Rio Hondo Spreading Grounds in the Montebello Forebay where it can percolate into the underlying aquifers. These are the only spreading grounds currently operating which directly affect the Central Basin. Because of high cost of land, no spreading grounds are located or planned within the Los Angeles Forebay.

In addition to replenishment of natural precipitation and storm runoff, untreated imported water purchased from MWD and reclaimed water purchased from the Los Angeles County Sanitation District also are spread in the same manner. Until the 1974-75 water year, MWD supplied only Colorado River water for this purpose, but in the last two years supplies have included the better quality State Project Waters. Reclaimed water from the nearby Whittier Narrows and San Jose Treatment Plants are of poorer quality than the imported sources but the cost is considerably less. Also, the amount of waters available from these reclaimed sources is limited. Table 3-2 presents a summary of the spreading operations in the Montebello Forebay from 1970-71 through 1974-75 water years.

Through a cooperative effort, LACFCD operates the grounds and spread water purchased by CWBRWD for the recharge of the Central and West Basins. Because of this continual recharge effort, ground water levels within the Central and West Basins have been stabilized and utilization of the basins have been maximized.

GROUND WATER QUALITY

Several ground water analyses were evaluated for each of the City's wells. Available records show most of the wells were sampled and analyzed in 1959, 1970, 1971, 1974 and 1976. Mineral analyses from the seven City wells exhibit similar characteristics. For the purpose of comparison through time, the analyses have been generalized and presented in Table 3-3.

The ground water is of good mineral quality. Concentrations of all constituents are below the maximum allowable concentrations recommended by the U.S. Public Health Service and EPA's Standards for Drinking Water.

Analyses for overall mineral constituents show the chemical character of the ground water to be of a calcium bicarbonate type. From available quality records, the chemical character of the ground water has changed only slightly over the period 1959 to 1976. As seen in Table 3-3, the concentration of calcium and bicarbonate has declined slightly, while magnesium, sodium, and chloride concentrations have increased by about the same proportion. This change has resulted in a slight net decline in total

Sources of Supply

TABLE 3-2

SUMMARY OF WATER SPREAD IN MONTEBELLO FOREBAY AREA(a) (in Acre-Feet)

Source	1970-71	1971-72	1972-73	1973-74	1974-75
Local Runoff ^(b)					
Rio Hondo S.G.	24,368	10,964	33,061	20,627	19,305
San Gabriel S.G.	20,389	6,726	12,016	9,169	10,360
MWD Import ^(c)					
Colorado River	72,134	34,400	91,900	92,100	12,112
California State Project Water	0	0	0	0	58,660
Reclaimed Water ^(c)					
Whittier Narrows Plant	19,494	17,543	13,622	13,385	14,676
San Jose Plant	0	0	8,327	7,957	7,208
Total	136,385	69,633	158,926	143,238	122,321

(a) Spread water is utilized by both Central and West Basins.

(b) As reported by LACFCD.

(c) Based on Watermaster's and CWBWRD's annual reports.

NOTE: S.G. denotes spreading grounds.

Sources of Supply

TABLE 3-3
SUMMARY OF MINERAL CONSTITUENTS IN MG/L
FOR AN AVERAGE HUNTINGTON PARK WELL IN 1959 and 1976
AND IMPORTED WATER FROM METROPOLITAN WATER DISTRICT

	Ca	Mg	Na	K	HCO ₃	SO ₄	Cl	NO ₃	F	Mn	B	Fe	SiO ₂	E.C. (a)	Hardness	pH	TDS
Ground Water																	
1959	69.6	10.7	40.1	2.7	231	75	26.7	1.3	0.4	0.0	0.08	0.08	26	620	219	7.64	-
1976	53.8	13.8	42.25	2.5	216	55	30.4	1.6	0.53	0.16	-	0.03	-	568	191	7.77	337

MWD Imported Water (Treated)

	Ca	Mg	Na	K	HCO ₃	SO ₄	Cl	NO ₃	F	Mn	B	Fe	SiO ₂	E.C. (a)	Hardness	pH	TDS
Colo- rado River 1976	84	31	108	5	151	302	95	0.4	0.4	-	0.17	-	8.9	1130	337	8.1	710
State Project 1976	30	13	37	2	100	60	44	1.1	0.2	-	0.2	-	12.8	440	128	8.4	251
State / Colorado 60/40 Blend 1976	44	19	65	3	111	139	66	0.6	0.15	0.01	0.15	0.08	6.2	680	188	8.3	398

Water Quality Standards (c)

Recommended Limit

250	260	0.7- 1.2(b)	0.05	0.3	500
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Mandatory Limit

45	1.4- 2.4(b)
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- (a) E.C. $\times 10^6$ at 25° in Micromhos per cm
(b) Temperature dependent
(c) U.S. Public Health Service (1962) and
P.L. 93-523 (Safe Drinking Water Act)

Sources of Supply

hardness and total dissolved solids over the 17-year period. The other constituents either remained unchanged or fluctuated, thereby indicating no set trend through this period.

IMPORTED WATER

Metropolitan Water District of Southern California (MWD) supplies treated imported water to Central Basin Municipal Water District and the City of Huntington Park through the Palos Verdes Feeder. The City's connection to the feeder is located on Miramonte Boulevard at Gage Avenue and is rated at 10 cfs. Historically, the waters to the City connection have been supplied from the F. E. Weymouth Memorial Softening and Filtration Plant which was entirely Colorado River water. However, since October, 1975, the City has been supplied from the Joseph Jensen Filtration Plant using strictly State Project water. This condition is expected to continue until about August, 1976, when the Weymouth Plant will resume distribution to the City of Huntington Park. By that time all waters from both the Robert B. Diemer and Weymouth Plants will be a blend of about 60 percent State project and 40 percent Colorado Waters. Table 3-3 shows the May 1976 water quality of both sources in comparison to local ground waters. The treated water supply from MWD is filtered to remove suspended solids and chlorinated to provide a domestic supply suitable for direct use when delivered to the City system.

Because the total capacity of the connections exceeds the capacity of the feeder lines, MWD has made policy statements governing distribution during critical and emergency conditions. During these periods the first delivered water to be terminated will be replenishment project water followed by agriculture deliveries. Should the amount of deliverable water still be critical, deliveries to each of the municipal and industrial users along the feeder will be decreased by equal proportions.

In the past some cities had little or no storage capabilities and used the deliveries directly from the feeder line. During such times regulations limiting deliveries were enforced frequently. However, with new rules on peaking procedures, delivery of State Project water, and construction of several new feeders and a treatment plant, MWD does not anticipate critical distribution problems for at least 20 years.

MWD is presently evaluating its water rate policies to assure sufficient revenues for its operation and maintenance and debt service obligations.

Two principal problems exist which affects MWD's current operation and those of its member agencies like CBMWD. The problems are:

Sources of Supply

1. A need to reduce system peaking in the operation of MWD's distribution system.
2. A need to develop a pricing structure which provides equity to MWD's member agencies for water purchased.

To resolve these problems the MWD staff prepared a three volume report commonly referred to as the "1974 Water Pricing Study". Volume III of this study proceeds to solve the problems by providing recommendations for revised rate structures and water rates to commence in FY 1977-78.

The recommended rate structure for domestic and municipal purposes and for ground water replenishment purposes are in two parts: a commodity charge and a peaking charge. The rates would be charged to the City's member agency CBMWD who would pass on to the City the MWD costs plus CBMWD costs. The recommended MWD rates to CBMWD are attached as Table 3-4.

To meet the needs of the anticipated increasing population, the Metropolitan Water District has contracted with the State of California for an ultimate delivery by 1990 of 2,011,500 acre-feet of water annually from the State Water Project. Initial delivery began with 71,938 acre-feet in 1972. By 1990, MWD will be receiving almost 50 percent of the State Project water for use in southern California. This supply, along with Colorado River water, is expected to meet needs for the southern California water users past the year 2000.

FUTURE WATER SUPPLY

The maximum amount of annual extractions from the ground water basin by the City of Huntington Park has been determined by the courts, and any change in this supply is not anticipated in the future. Any increase in future water needs will have to be provided from MWD through the Palos Verdes Feeder or from increased pumping of Central Basin by leasing or purchasing of existing water rights of other Central Basin parties.

Historically leasing of water rights have varied on an annual basis from \$10 to \$50 per acre-foot. There are no published records on current sale prices for buying Central Basin water rights, however, the County Assessor has valued the rights at \$350 per acre-foot.

Sources of Supply

TABLE 3-4

RECOMMENDED WATER RATES METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (1)

Effective Date	For Domestic and Municipal Purposes		Source of Water
	Untreated Water	Treated Water	
1 July 1975	\$58.00 68.00	\$67.00 77.00	Colorado State
1 July 1976	62.00 68.00	75.00 81.00	Colorado State
	<u>Commodity Charge</u> <u>Peaking Charge</u>		
1 July 1977	\$50.00	\$67.00	\$15.00 Colorado and/or State
Effective Date	For Agricultural Purposes		Source of Water
	Untreated Water	Treated Water	
1 July 1975	\$25.00 35.00	\$34.00 44.00	Colorado State
1 July 1976	29.00 35.00	42.00 48.00	Colorado State
1 July 1977	31.00	48.00	Colorado and/or State
Effective Date	For Groundwater Replenishment		Source of Water
	Untreated Water	Treated Water	
1 July 1975	\$32.00 42.00	\$41.00 51.00	Colorado State
1 July 1976	36.00 42.00	49.00 55.00	Colorado State
	<u>Commodity Charge</u> <u>Peaking Charge</u>		
1 July 1977	\$50.00	\$67.00	(2) Colorado and/or State

(1) MWD 1974 Water Pricing Study, Volume III, Appendix N, Page 3.

(2) MWD 1974 Water Pricing Study, Volume III, Appendix N, Page 4.

Subject to terms of purchase and with scheduled purchase with interceptible conditions.

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CHAPTER

4

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CHAPTER 4

WATER REQUIREMENTS

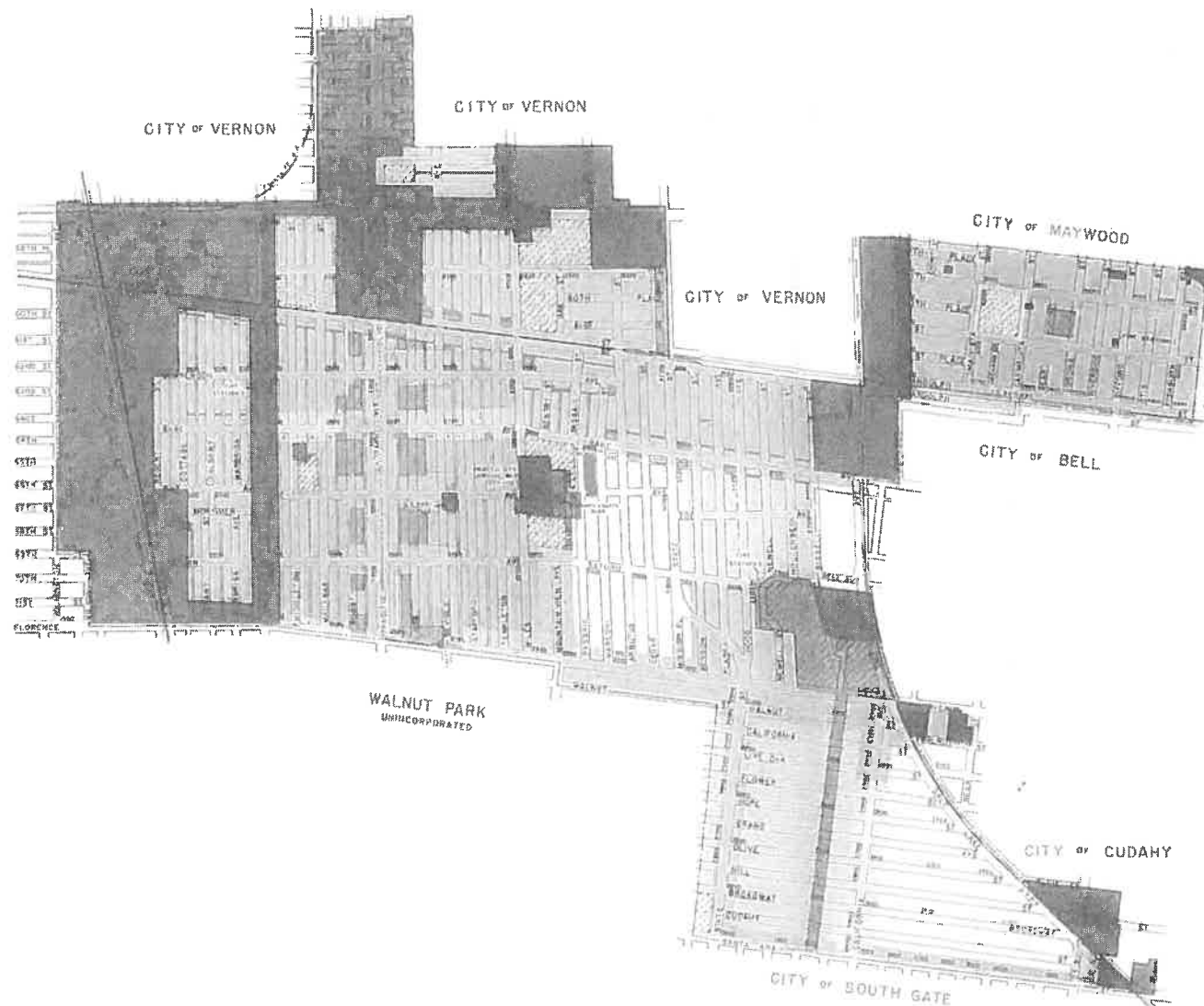
GENERAL

To determine future capacity and size of water mains, booster pumps, wells, reservoirs, and other water system facilities, it is necessary to develop and project future water requirements. Such requirements are based on projections of population and land use, and the historical pattern of water use.

POPULATION

A survey of residential housing in the City indicates that the population of Huntington Park is made up primarily of families of moderate income whose principal income is derived from employment in industrial areas of the City and nearby communities. A special census conducted in November 1976 found the population to be 37,852 (preliminary). As indicated in Table 4-1, the population of the City of Huntington Park has shown a moderate growth the past 30 years. The population, as of November, 1976, of 37,852 reflects an average annual growth rate of 0.74 percent for the 30-year period.

Table 4-2 indicates the projected population through the study period. The population growth rate was selected after analysis of population projections by the Los Angeles County Planning Department and the Southern California Association of Governments (SCAG). The projected population growth rate selected in this study results in an average annual growth rate of 0.70 percent for the study period to the year 1986. This is approximately the same growth rate as the historic 0.74 percent average annual growth rate since 1945. It is projected that the population will increase by approximately 2,200 persons in 10 years. Growth in the City will stabilize and future fluctuations in the population will probably be due primarily to the economic conditions and employment cycles of the in-City and adjacent industries.



LEGEND

- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- UNLIMITED DENSITY RESIDENTIAL
- CENTRAL BUSINESS DISTRICT
- GENERAL COMMERCIAL
- NEIGHBORHOOD COMMERCIAL
- PROFESSIONAL COMMERCIAL
- COMMERCIAL MANUFACTURING
- LIGHT INDUSTRY
- MEDIUM INDUSTRY
- PARKING
- GOVERNMENT FACILITIES
- SCHDOLS
- PARKS AND RECREATION



0 800 1600
400 1200
SCALE IN FEET

CITY OF HUNTINGTON PARK
LAND USE MAP

FIGURE 4-1

Water Requirements

TABLE 4-1

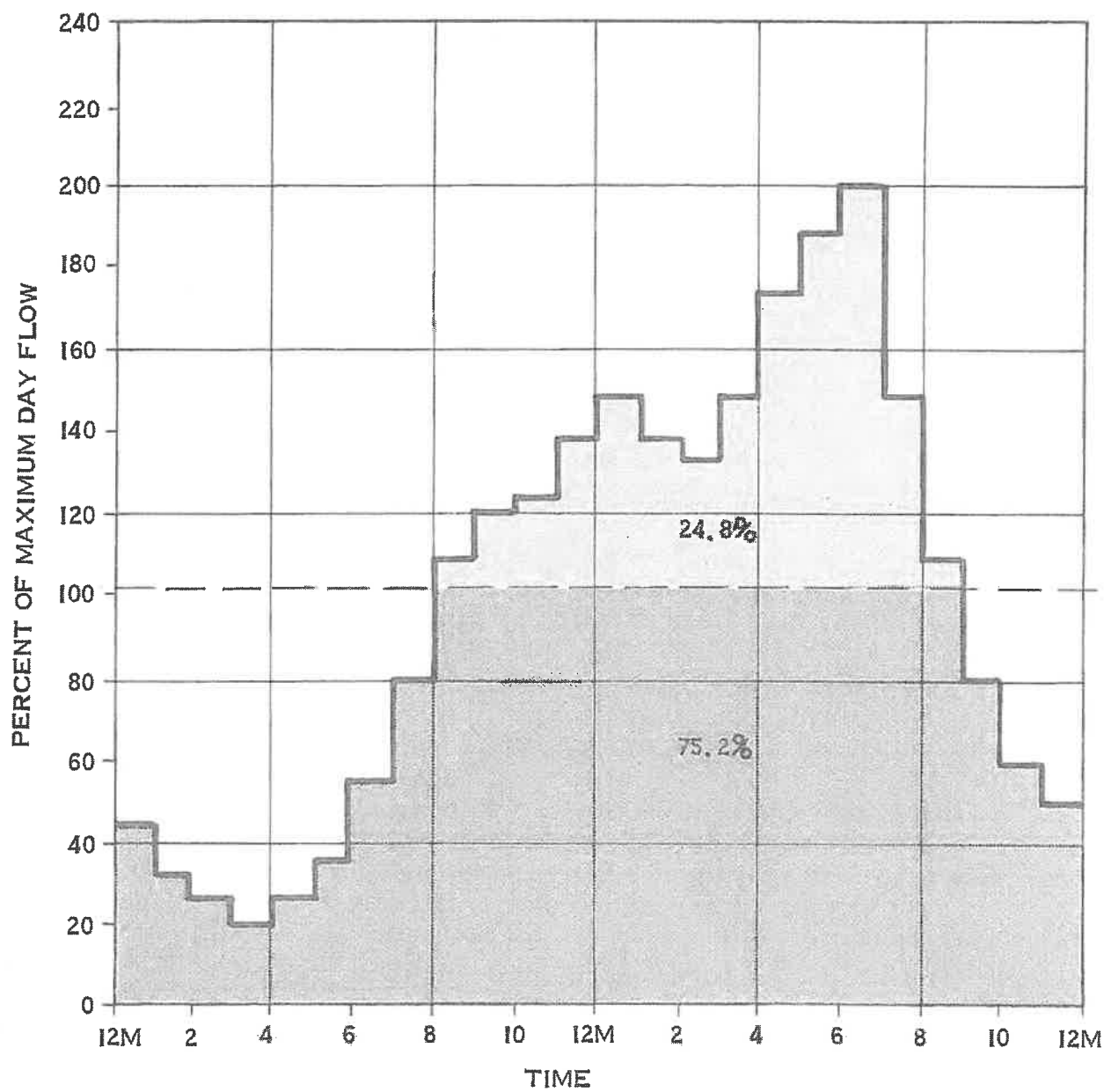
HISTORICAL POPULATION

Year	Population
1945	30,977
1950	31,153
1955	31,049
1960	29,920
1965	31,938
1970	33,744
1976	(preliminary) 37,852

TABLE 4-2

PROJECTED POPULATION

Year	Population
1977	38,500
1978	38,750
1979	39,000
1980	39,250
1981	39,500
1986	40,000



ASSUMED HOURLY DEMAND
MAXIMUM DAY

FIGURE 4-2

Water Requirements

LAND USE

The City of Huntington Park presently consists of approximately 1,909 acres. The particular land use classifications utilized by the City are presented in Table 4-3. The areas shown in this table represent ultimate developed areas. The total acreage of these areas served by other water purveyors is also shown in Table 4-3. These areas are further separated by land use category and water agency, in Table 4-4. These areas comprise 17 percent of the total City area. Figure 4-1 shows the distribution of the various land use classifications in the City. This plan is the City's current General Land Use Plan.

The residential districts comprise over 50 percent of the total developed area in the City, with approximately 50 percent of this being high density. Industrial areas occupy approximately 25 percent of the City's land. Major irrigation areas are limited to the City Park and to areas in the proximity of the City public schools.

An evaluation of the land use within the City shows very little vacant land available for development. Therefore, any significant population increase of any magnitude will only be accomplished by redevelopment within the City boundaries. This may be possible, but will probably only occur when such a program is economically feasible.

HISTORICAL WATER REQUIREMENTS

The annual water production for the City (excluding those areas served by other water purveyors) during the past five years is summarized in Table 4-5. Historically, the City's water use has fluctuated slightly from year to year. The City's Water Department estimates the water requirements for its service area for the water year October 1, 1975 through September 30, 1976 to be approximately 5,300 acre-feet, with 3,880 acre-feet being pumped from City wells and 1,420 being purchased from MWD. As of May, 1976, 2,337 acre-feet had been pumped from the wells and 1,137 acre-feet had been purchased from MWD.

FLUCTUATIONS IN WATER USE

The hourly and daily fluctuations in water consumption are important factors in the determination of production, storage and distribution system requirements. The following ratios of maximum day demand to an average day demand and a peak hourly demand to an average maximum day demand are utilized in this study.

Water Requirements

TABLE 4-3
LAND USE CLASSIFICATIONS

LAND USE CATEGORY	AREA (ACRES)			PERCENT OF TOTAL AREA
	CITY ^(a)	OTHERS ^(b)	TOTAL	
Low density residential	184	-	184	9.6
Medium density residential	160	-	160	8.4
High density residential	350	159	509	26.7
Unlimited density residential	156	-	156	8.2
Central business district	63	-	63	3.3
General commercial	124	-	124	6.5
Neighborhood commercial	23	-	23	1.2
Professional commercial	16	-	16	0.8
Commercial manufacturing	118	8	126	6.6
Light industry	5	16	21	1.1
Medium industry	224	19	243	12.7
Parking	36	-	36	1.9
Government facilities	28	1	29	1.5
Schools	47	9	56	2.9
Parks and recreation	51	2	53	2.8
Heavy manufacturing	-	110	110	5.8
TOTAL	1,585	324	1,909	
Percent of total	83	17	-	100

(a) Area served by City Water System.

(b) Area served by other Water Purveyors.

Water Requirements

TABLE 4-4
LAND USE CLASSIFICATIONS
FOR AREAS SERVED BY OTHER WATER PURVEYORS

AREA SERVED BY	LAND USE CATEGORY	AREA (Acres)	PERCENT OF TOTAL AREA OF CITY
Maywood Mutual Water Co. No. 1	High Density Residential	153	
	Commercial Manufacturing	8	
	Government Facilities	1	
	Schools	9	
	Parks and Recreation	2	
Total		173	9.1
Maywood Mutual Water Co. No. 2	Medium Industry	19	1.0
Tract No. 349 Mutual Water Co.	Light Industry	16	0.8
Walnut Park Mutual Water Co.	High Density Residential	6	0.3
Southern California Water Co.	Heavy Manufacturing	110	5.8
Total		324	17.0

Water Requirements

TABLE 4-5
ANNUAL WATER PRODUCTION
CITY OF HUNTINGTON PARK
1970-75
(in acre-feet)

WATER YEAR ^(a)	CITY WELLS ^(b)	MWD ^(c)	TOTAL PRODUCTION
1970-71	3,388.41	1,542.99	4,931.40
1971-72	4,018.88	1,097.56	5,116.44
1972-73	3,835.58	1,186.17	5,021.75
1973-74	3,194.09	2,015.81	5,209.90
1974-75	3,898.34	1,393.79	5,292.13

(a) From October 1 to September 30.

(b) From the "Watermaster Service in the Central Basin, Los Angeles County" bulletins for each water year.

(c) From the Water Department of the City of Huntington Park.

Water Requirements

Maximum-Day

The fluctuations in daily water use in the City are primarily influenced by the temperature and rainfall. Consequently, water use during hot summer days is considerably higher than during the winter. Seasonal variations in industrial and agricultural demands also cause fluctuations in daily water use.

It was determined from City water production records that the present maximum-day to average-day ratio for the total City system is approximately 1.75. For this study, it is assumed that the future maximum-day to average-day ratio will be 1.75 for all residential, commercial, and industrial water use. The ratio is in accord with similar water system operations in southern California.

Peak-Hour

Sufficient water production records are not available to quantitatively determine a ratio for the peak hour demand to average maximum-day demand. In lieu of actual data, a synthetic hydrograph is constructed based on data developed in other communities. The hydrograph, shown in Figure 4-2, indicates that the peak-hour demand would be twice the mean maximum-day demand and would occur between 6 pm and 7 pm. The synthetic hydrograph also shows that approximately 24.8 percent of the water used during the maximum day would have to be delivered at a rate exceeding the average demand for the maximum day.

FUTURE WATER REQUIREMENTS

Future water requirements for the City water service area are computed by the "Water Duty Method." "Duty," as used in this report, is the amount of water in acre-feet applied annually to an acre of land exclusive of rainfall and including all system losses. The duties per gross acre for each land use zone are shown in Table 4-6.

Based on the land use shown on Table 4-3 and the water duty factors shown in Table 4-6, maximum projected water requirements were determined for the City water service area and also for those areas served by other water purveyors. These values are also shown in Table 4-6. Maximum projected water requirements for areas served by other water purveyors are shown in Table 4-7.

Estimated future water demands for water years 1976-77, 1977-78, 1978-79, 1979-80, 1980-81, and 1985-86 are based on the assumption that the growth in water demand will be approximately proportional

TABLE 4-6

MAXIMUM PROJECTED WATER REQUIREMENTS
CITY OF HUNTINGTON PARK

LAND USE CATEGORY	WATER DUTY (AF/Acre/Yr)	AREA (Acres)			MAXIMUM PROJECTED WATER REQUIREMENTS (AF/YR)		
		CITY	OTHERS	TOTAL	CITY	OTHERS	TOTAL
Low density residential	2.75	184	-	184	506	-	506
Medium density residential	3.50	160	-	160	560	-	560
High density residential	4.50	350	159	509	1,575	716	2,291
Unlimited density residential	4.75	156	-	156	741	-	741
Central business district	3.25	63	-	63	205	-	205
General commercial	2.50	124	-	124	310	-	310
Neighborhood commercial	2.50	23	-	23	58	-	58
Professional commercial	2.50	16	-	16	40	-	40
Commercial manufacturing	3.00	118	8	126	354	24	378
Light industry	3.00	5	16	21	15	48	63
Medium industry	3.50	224	19	243	784	67	851
Parking	2.00	36	-	36	72	-	72
Government facilities	2.25	28	1	29	63	2	65
Schools	2.50	47	9	56	118	23	141
Parks and recreation	4.50	51	2	53	230	9	239
Heavy manufacturing	3.50	-	110	110	-	385	385
Total		1,585	324	1,909	5,631	1,274	6,905
Percent of total		83	17	100	82	18	100

Water Requirements

TABLE 4-7

MAXIMUM PROJECTED WATER REQUIREMENTS
FOR AREAS SERVED BY
OTHER WATER PURVEYORS

AREA SERVED BY	LAND USE CATEGORY	AREA (Acres)	WATER DUTY (AF/Acre/Yr)	MAX. PROJ'ED. WATER REQ'MT. (AF/YR)
Maywood Mutual Water Co. No. 1	High Density Residential	153	4.50	689
	Commercial Manufacturing	8	3.00	24
	Government Facilities	1	2.25	2
	Schools	9	2.50	23
	Parks and Recreation	2	4.50	9
	Total	173		747
Maywood Mutual Water Co. No. 2	Medium Industry	19	3.50	67
Tract No. 349 Mutual Water Co.	Light Industry	16	3.00	48
Walnut Park Mutual Water Co.	High Density Residential	6	4.50	27
Southern California Water Co.	Heavy Manufacturing	110	3.50	385
Total		324	—	1,274

Water Requirements

to the projected population growth. The water demand projections are shown in Table 4-8 for the water purveyors with the City limits.

CHAPTER

5

JAMES M. MONTGOMERY, CONSULTING ENGINEERS, INC.

CHAPTER 5

WATER FACILITIES

GENERAL

The existing City water system serves an area of 1,585 acres in the City and is operated by the City's Water Department which has jurisdiction, supervision, and control of the system's supply and distribution activities.

The City has approximately 6,220 service connections serving approximately 31,000 people of its total 38,000 population. The water supply for the City system is derived from six deep wells and one Metropolitan Water District connection. All wells are equipped with deep well turbine pumps which discharge into ground storage reservoirs. The distribution system is supplied by a system of booster pumps which boost directly from the ground level reservoirs into the water system. The booster pumps are controlled by water levels in the elevated tank at Slauson and Miles Plant.

There are two additional elevated tanks at the Cottage Plant and the Florence and Salt Lake Plant. The latter tank is out of service and the Cottage Plant is on-line as a supplement to the Slauson and Miles elevated tank. Booster pumping and the MWD supply maintain a fairly steady pressure during periods of demand. There is one pressure zone in the City system. Previously, the City system had been separated into two pressure zones - Zone I was the area south of Florence Avenue and Zone II was the area north of Florence Avenue. Pressure in the system ranges from 45 and 79 psi. The major water system supply and distribution facilities of the City's system together with the other in-City purveyors are shown in Figure 5-2.

OTHER WATER PURVEYORS

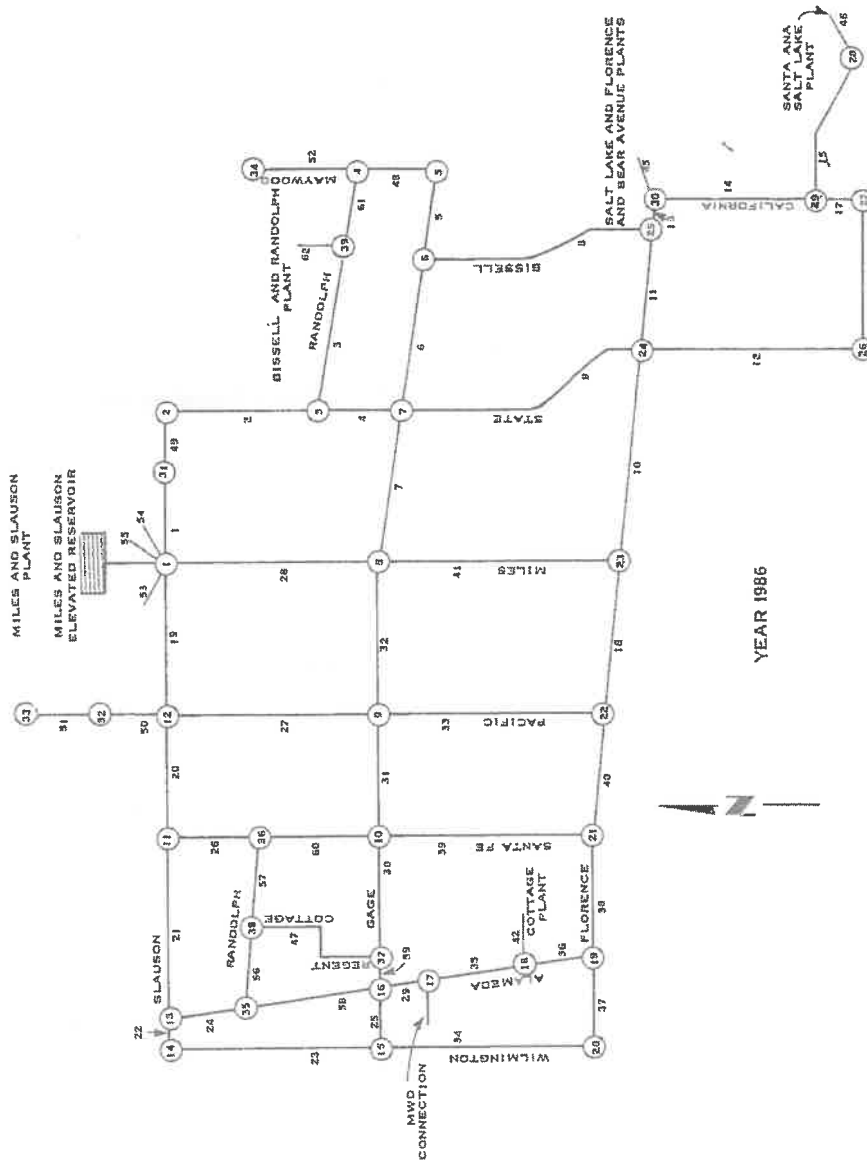
The other in-City water purveyors include the following:

LEGEND

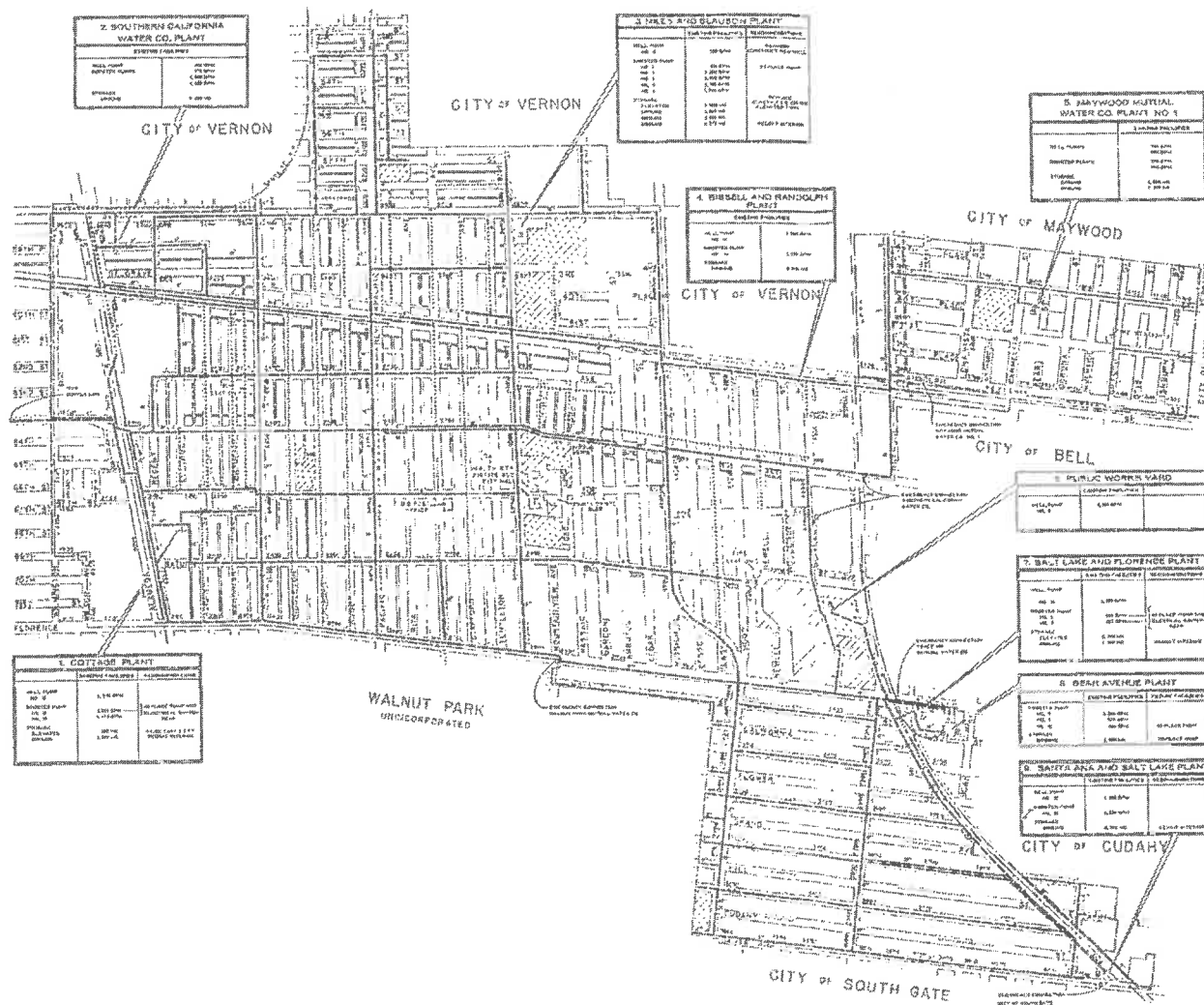
- EXISTING PIPES
- - - NEW PIPES

CITY OF HUNTINGTON PARK WATER SYSTEM MASTER PLAN

FIGURE 5-1



YEAR 1986



LEGEND	
SYMBOL	DESCRIPTION
	WATER PLANT
	WATER MAIN
	WATER VALVE
	WATER METER
	WATER HYDRANT
	WATER TUNNEL
	WATER PIPELINE
	WATER RESERVOIR
	WATER STORAGE TANK
	WATER DISTRIBUTION SYSTEM

CITY OF HUNTINGTON PARK
WATER SYSTEM FACILITIES

FIGURE 5-2

Water Facilities

<u>Water Purveyor</u>	<u>General Service Area</u>
Maywood Mutual Water Company No. 1	East of Maywood Avenue and North of Randolph Street
Maywood Mutual Water Company No. 2	West of Maywood Avenue and North of Randolph Street
Tract No. 349 Mutual Water Company	East of Salt Lake Avenue and South of Olive Street
Walnut Park Mutual Water Company	Walnut Street from State Street to Mountain View Avenue
Southern California Water Company	West of Alameda Street and South of 60th Street at State Street

Maywood Mutual Water Company No. 1

The Maywood Mutual Water Company No. 1 provides water service to the northeasterly portion of the City, north of Randolph Street and east of Maywood Avenue. The area served is about 175 acres with over 700 customers. The water company was formed in 1917 and is owned by individual stockholders who receive water service from the company.

The water company has major facilities located in the City on Gifford Street, south of 60th Street. The facilities consist of 2 MG and 0.2 MG steel reservoirs, 70 ft high, a well with a capacity of 900 gpm, and two booster pumps of 900 and 600 gpm capacity. The company also has a well of 700 gpm capacity at Carmelita south of 60th Street. A third well, capacity 200 gpm, is also located east of the City on 60th Street. A connection to the Metropolitan Water District's Middle Feeder at Randolph Street east of the City provides supplemental imported water to the Company. A transmission line conveys the imported water to the company's system at 60th and Pine Streets. The water system provides about 60 psi pressure from the booster pumps which operate continuously. These pumps are supplemented by the imported MWD supply.

Water rates for the company, based on bimonthly billing, are:

\$ 7.00	for the initial 2000 cu ft
\$ 0.30	for each additional 100 cu ft

Water Facilities

Maywood Mutual Water Company No. 2

Maywood Mutual Water Company No. 2 provides service to about 20 customers, principally industrial and commercial enterprises on the west side of Maywood Avenue north of Randolph Street. The Water company was formed in 1920 and has a total of 1,860 customers mostly in the City of Maywood.

The Water Company is owned by individual stockholders with the stock appurtenant to the land. The Water Company has a 50 ft high, 1 MG reservoir, a well (capacity 1450 gpm) and one booster pump at Maywood Avenue and 53rd Street. The Company also has a 0.190 MG reservoir, a well of 950 gpm capacity and a booster pump at 52nd Street and Pine. The wells pump into the surface reservoirs from which each booster pumps the supply into the system to maintain a 45 to 55 psi water pressure. At high pressure, the boosters are shut-down and the supply is directly from the surface reservoirs. The Water Company also has connections to the MWD Middle Cross Feeder at Randolph Street east of the City. A transmission line conveys the MWD's supply to the Company's system at 60th and Pine Streets.

Water rates for the Company, based on bimonthly billing are:

\$ 5.00	for initial 2000 cu ft
\$ 0.30	for each additional 100 cu ft

Tract No. 349 Mutual Water Company

Tract No. 349 Mutual Water Company serves about 10 customers within the City on the east side of Salt Lake Avenue south of Olive Street. The customers are mainly light industrial and commercial enterprises. The Water Company was formed in 1912. It is owned by individual stockholders with the stock appurtenant to the land. The facilities consist of a 0.275 MG reservoir on Florence Avenue adjacent to the City's Bear Street Reservoir and 1.1 MG reservoir on Santa Ana Street. It has a well at each of the reservoir sites which pump directly into each reservoir. At Florence Avenue, the Water Company has a 1000 gpm booster unit and at Santa Ana a 2000 gpm gas engine drive unit. The latter unit is to provide flexibility in the amount of water pumped by changing the speed of the pump. Either or both booster pumps can be used on a continuous basis. The Company does not have a connection to a MWD facility.

Water rates for the Company, based on a bimonthly billing, are:

Water Facilities

\$ 6.75	initial 2000 cu ft
\$ 0.30	per 100 cu ft over 2000 cu ft

Walnut Park Mutual Water Company

Walnut Park Mutual Water Company provides water service to 45 customers on the north side of Walnut Street between Mountain View Avenue and State Street.

The Water Company was formed in 1914 and is owned by individual stockholders with the stock appurtenant to the land. The water company presently has about 2,850 customers. It has four 60 ft high steel reservoirs, located on Florence Avenue outside the City, with a total storage of 4.5 MG. It has 3 wells with a total capacity of 2500 gpm. The wells supply the 60 foot high ground level reservoirs from which 3 booster pumps pump into the system to maintain a system pressure from 60 to 80 psi. The Water Company has a connection to MWD's Middle Cross Feeder at Santa Fe Avenue in South Gate which supplements the well supply. Water rates for the Company, based on bimonthly billing, are:

\$ 5.00	initial 2000 cu ft
\$ 0.30	per 100 cu ft over 2000 cu ft

Southern California Water Company

The Southern California Water Company serves two areas of the City. They are: (1) west of Alameda Street and (2) south of 60th Street at State Street. The Water Company is a private investor public utility under the administration of the State Public Utilities Commission.

The customers in each service area are principally commercial and industrial enterprises. The Company's water system that serves the City area west of Alameda Street has a 250,000 gallons concrete ground level reservoir, a well with a capacity of 400 gpm, and three booster pumps of 400, 1,000 and 1,200 gpm capacity located in the City at the Hampshire Plant Site on Lara Street east of Alameda Street. On the same system outside the City, the Company has two wells (900 and 500 gpm each) at Nadeau Street, 3 wells (500, 800, and 940 gpm each) at Miramonte where there is also a 250,000 gallon elevated tank, and a well (850gpm). The Water Company also has two MWD connections for this system. All the wells at the Hampshire Plant boost directly into the system. To serve the area south of 60th Street at State Street, the Water Company has a water main in State Street which extends northerly into the City of Vernon. This water

Water Facilities

main is supplied from the City system through a meter located in State Street at 61st Street. Water supplied through the City meter is sold to the Company at the City's prevailing water rates.

The water rates for the Company are based on demand and commodity components. They are as follows:

DEMAND

<u>Meter Size</u> <u>(inches)</u>	<u>Bimonthly</u> <u>Charge</u>
5/8	\$ 4.90
3/4	5.50
1	7.20
1-1/2	10.00
2	16.00
3	32.00
4	50.00

COMMODITY

\$0.261 per 100 cu ft

CITY WELLS

The City has six wells in current operation to extract ground water from Central Basin for the City system. Well No. 10 was recently abandoned. The City's wells range in age from 21 to 39 years. All the wells produce some quantities of fine sand. Wells No. 9, No. 12, and No. 14 are equipped with Krebs centrifugal sand separators and Well No. 16 has a tank sand trap. Results of sand production tests performed in June, 1976 by the Rossum method described in "Journal American Water Works Association," Vol. 46, No. 2 February, 1954, are presented in Table 5-1.

Wells No. 9 and No. 11 were drilled by the cable tool method while the remaining Wells No. 12, No. 14, No. 15 and No. 16 were drilled

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.

Water Facilities

TABLE 5-1

SUMMARY OF SAND PRODUCTION OF HUNTINGTON PARK WELLS USING ROSSUM SAND TEST

Well No.	Date Tested	Accumulative Sand Readings in Millilitres					Volume of sand @ 20 min., mg/l ^(b)
		5 min	10 min	15 min	20 min	50 min	
9	6/9/76	-	0.6	-	3.4	6.2	85
10(a)	-	-	-	-	-	-	-
11(a)	-	-	-	-	-	-	-
12	6/17/76	0.1	0.2	0.25	0.3	-	8
14	6/17/76	0.2	0.3	0.5	0.5	-	13
15	6/17/76	0.2	0.3	0.3	0.3	-	8
16	6/9/76	0.4	0.6	-	0.8	1.0	20
	6/17/76	0.4	0.7	0.7	0.7	-	18

(a) Unable to test.

(b) Recommended maximum level of sand is 5 mg/l after 20 minutes of pumping. This recommended level was derived by James M. Montgomery, Consulting Engineers, Inc.

Water Facilities

by the rotary method with gravel pack envelopes. Specific capacities (gallons per minute per foot of drawdown) in the cable tool wells range from 5 to 50 percent to those of the rotary wells. This reduced specific capacity is due to age and technique of the well construction.

Tests of production and efficiency for the City wells were conducted in 1974 and 1975 by the Southern California Edison Co. The test results together with the pertinent data on the wells and equipment are summarized in Tables 5-2 and 5-3.

Well No. 9

Well No. 9 is the oldest of the existing active wells. Available data indicates slight periodic declines in the well's specific capacity prior to 1961. On redevelopment of the well in 1961, most of the original yield was restored. However, the well has continued to produce sand. Original perforations are recorded as $3/8'' \times 1-5/8''$ which makes bridging of fine sand materials across perforations difficult. Pump bowls in the well have required regular repair and periodic replacement because of sand abrasion. Although a sand separator has been installed, noticeable quantities of sand are deposited each year in the reservoir.

A Rossum sand test conducted in June 1976 yielded about 85 mg/l initially and about 70 mg/l after 50 minutes of continuous pumping. The sand test was made before the water reached the sand separator and as such represents the amount of sand being produced by the well and not the amount necessarily reaching the distribution system.

Well No. 11

Well No. 11 has the lowest specific capacity and lowest production rate of all the City wells. A test performed in 1975 indicates a drawdown of 3.6 gpm/ft with a production of less than 500 gpm. Recently, the well has been unable to meet bacteria requirements of the California State Health Department. As a result, water from this well has not been used in the City's system.

The specific location or source of contamination in the well has not been determined. A program of chlorination is currently underway to bring the levels of bacteria down to an acceptable value.

Sand is reported to be a problem with this well. The overall plant efficiency of 61.7 percent is marginal.

TABLE 5-2
SUMMARY OF HUNTINGTON PARK WELLS

Well No.	Location	Date Drilled	Orig. Depth (ft)	Present Depth (ft)	Casing Dia. (in.)	Drilling Type	Perforation Size (in.)	Total Perf. (ft)	Fall 1975 (a) Water Levels		Average (a) Capacity (gpm)	Specific Capacity	
									Static (ft)	Pumping (ft)		When Drilled (gpm/ft)	1975 (gpm/ft)
9	Public Works Yard	1937	1234	1234	18	Cable Tool	3/8 x 1-5/8	140	195	258	1150	20.0	18.6
11	Miles & Stauson	5/15/39	1550	1313	18	Cable Tool	5/16 x 1-5/8	97	232	378	480	13.1	3.6
12	Salt Lake & Santa Ana	11/17/45	1504	1482	18 (0-300') 14 (300'-1500')	Rotary w/ gravel pack	5/32 x 1-1/2	960	147	177	1380	67.0	44.7
14	Bissell & Randolph	10/4/45	1512	1358	18 (0-300') 14 (300'-1500')	Rotary w/ gravel pack	5/32 x 1-1/2	836	212	235	1050	30.8	48.2
15	Cottage Plant	7/12/54	1582	1548	18 (0-500') 14 (500'-1548')	Rotary w/ gravel pack	5/32 x 2-5/8	1044	228	245	1570	60.1	83.1
16	Salt Lake & Florence	12/27/55	1523	1506	18 (0-500') 14 (500'-1506')	Rotary w/ gravel pack	1/8 x 3	1000	213	253	1250	35.6	41.8

(a) as reported by the City

TABLE 5-3

(a)

SUMMARY OF HUNTINGTON PARK WELL EQUIPMENT

Well No.	Location	Date of Latest Installation	Electric Motor			Pump										1975 Overall Efficiency (%)	Remarks
			Make	Hp	Voltage	Average Capacity (gpm)	Make Head	Col. Dia. (in.)	Col. Length (ft)	Make Bowls	Bowl Dia. (in.)	No. of Stages	Total Bowl Length (ft)	Suction Pipe Length (ft)			
9	Public Works Yard	1961	U. S.	100	440	1150	U. S.	10	321	U. S.	12	6	8	10	63.8		
11	Miles & Slauson	1973	U. S.	75	440	480	Pacific	8	420	U. S.	10	10	10	10	61.7		
12	Salt Lake & Santa Ana	1974	G. E.	100	440	1380	Pacific	10	249	B. J.	12	3	6	22	66.5		
14	Bissell & Randolph	1961	U. S.	125	440	1050	U. S.	10	310	U. S.	12	5	7	10	54.8		
15	Cottage Plant	1976	U. S.	150	440	1570	U. S.	10	320	B. J.	12	5	8	10	67.2		Pump pulled May, 1976; shaft damaged and bowls badly worn; reinstalled June, 1976.
16	Salt Lake & Florence	1973	U. S.	125	440	1250	U. S.	10	302	B. J.	13	3	-	10	54.8		

(a) As reported by General Pump Service, Inc.

(b) Previous pump.

Water Facilities

Well No. 12

Well No. 12 is a reasonably good well except for sand production. The specific capacity of the well has declined to about 65 percent of its original value, a test performed in 1975 indicates a drawdown of 44.7 gpm/ft average production of 1,380 gpm. Overall plant efficiency of 66.5 percent is good. The pump was last repaired in 1974.

A Rossum sand test conducted in July 1976 yielded 8 mg/l of sand after 20 minutes of pumping. This is above the recommended limit of 5 mg/l. The well is one of the best City wells in terms of sand production.

Well No. 14

Well No. 14 is similar to Well No. 12 in age, construction, condition and sand production. Specific capacity measured in 1975 was slightly higher than of Well No. 12, but the overall plant efficiency measured a low 54.8 percent. The low efficiency is probably due to present pump being installed in 1961. As the efficiency decreased, so has production, which in 1975 averaged 1,050 gpm. The well is reported to have had a recent problem with iron bacteria. The bacteria have been eliminated by chlorination.

The Krebs sand separator has been effective in reducing sand concentration in the distribution system, but does not alleviate the problem of sand abrasion to the pump bowls. Rossum sand test conducted in June, 1976 yielded 14 mg/l sand after 20 minutes of pumping compared to the recommended limit of 5 mg/l.

Well No. 15

Well No. 15 is the best well in the City system. The specific capacity in 1975 was measured at 83.1 gpm/ft of drawdown at an average yield of 1,570 gpm.

Sand production is not as serious a problem as in other wells. However, because no desanding unit has been installed on this well, sand that is produced is delivered directly into the surface reservoir and then boosted into the distribution system. The Rossum sand test conducted in July, 1976 indicated 8 mg/l sand after 20 minutes of pumping. This exceeds the recommended 5 mg/l; however, most of the sand from Well No. 15 is produced within the first five minutes of pumping and then basically ceases.

Well No. 16

Well No. 16 is the newest of the City wells and has relatively high production and specific capacity. Overall plant efficiency, however, was measured at 54.8 percent in 1975, although the pump was installed only three years ago in 1973. Well No. 16 also produces some sand. The City reports removing approximately 40 cubic yards of sand from the well's sand trap over the past five years. Efficiency reduction of the plant may be due to sand abrasion of the pump bowls.

Rossum sand tests of the well conducted in June, 1976 yielded approximately 20 ppm sand after 20 minutes of pumping compared to the recommended 5 ppm. Most of the sand production was within the first ten minutes of pumping followed by only minor quantities of sand production.

Summary and Recommendations

The economic life of deep wells is highly variable. It is dependent upon general geologic conditions, corrosion conditions, rates of chemical precipitation, etc. Life of the well is also dependent in part on the design and quality of original construction. Based on historical experience of comparable wells in the City and adjacent areas in southern California, it is assumed that wells in the Huntington Park area will have a useful life of 40 years. Two City wells, No. 9 and No. 11, are approaching this figure. Wells No. 9 and No. 11 should be abandoned in the future. Of the remaining wells, Nos. 12 and 14 should be considered to have a useful life of perhaps another 10 years, while Nos. 15 and 16 have an additional 20 years.

Remedial activity should include periodic well rehabilitation of surging and bailing. If sand production continues after well rehabilitation, extraction rates should be reduced in those wells. Pump equipment should be pulled and repaired where plant efficiencies are less than 60 percent.

Since Well No. 11 has a high bacteria count and a low specific yield, it is recommended that Well No. 11 be abandoned and a new well constructed at the Miles and Slauson Plant to replace it, as well as Well No. 10, which was abandoned in September, 1976. It is estimated that the one new well will have a capacity exceeding both wells. The new well can be located within 100 ft of the existing Well No. 11 without any detrimental water quality effects.

METROPOLITAN WATER DISTRICT CONNECTION

The City of Huntington Park is connected to the MWD 50-inch Palos

Water Facilities

Verdes Feeder on Miramonte Boulevard at Gage Avenue. A 12-inch pipeline in Gage Avenue conveys the MWD water to the City's system in Alameda Street south of Gage Avenue. The MWD connection has a capacity of 10 cfs. The connection vault contains two lubricated plug valves, a Venturi differential producer, and a rate of flow control valve which is controlled from the City's central control at the Public Works Yard.

This connection is considered sufficient to meet the needs of the City for the next 10 years.

STORAGE

There are eight ground and three elevated reservoirs in the City's water system. Table 5-4 outlines the storage facilities now in use by the City.

The elevated tank at the Cottage Plant is 9.5 feet lower than the elevated tank at the Miles and Slauson Plant. This lower elevation minimizes its effectiveness as a storage reservoir. At times if its water in storage is not circulated, stagnate water problems can be created. Only when the City's water system demands exceed the hydraulic capabilities from the Miles and Slauson elevated tank, the MWD connection, and booster pump operations will the storage capability of the tank be utilized. Raising the tank to the same elevation as the Miles and Slauson elevated tank increases its effectiveness as a storage facility and prevents stagnant water problems. In addition, when the Miles and Slauson elevated tank is out of service, the Cottage Plant elevated tank can provide the same control pressure function to the City water system as the Miles and Slauson elevated tank.

The elevated tank at Salt Lake and Florence Plant is even lower than the other two City elevated tanks. It is currently out of service because it will not function as an operational storage facility due to its elevation. When the City's water system was operated as a two pressure system, Zone I being south of Florence Avenue and Zone II being north of Florence Avenue, the tank functioned as the control reservoir for the Zone I area. Since the City converted its water system operation to a one pressure zone system controlled by the Miles and Slauson elevated tank, the Salt Lake and Florence tank is surplus and expendable.

The purposes of storage can be divided into three categories: operational, fire, and emergency. Operational storage is that required to meet hourly fluctuations above production capacity. During maximum-day usage, stored water furnishes up to one-third the total daily demand. The existence of operational storage equalizes system pressures and

TABLE 5-4

RESERVOIRS

Plant Location	Type	Construction	Sources Filled From	Capacity (Gallons)
Miles and Slauson	Elevated	Steel	System	60,000
	Ground	Earth Fill	Well 11	1,800,000
	Ground	Earth Fill	Well 11	1,000,000
	Ground	Steel Tank	Well 11	4,375,000
Salt Lake and Florence	Elevated*	Steel	System	200,000 *
		Steel	Well 9, 16	1,500,000
Bear Avenue	Ground	Earth Fill	Well 9, 16	3,000,000
Cottage Street	Elevated	Steel	System	100,000
	Ground	Steel	Well 15	1,500,000
Santa Ana and Salt Lake	Ground	Concrete	Well 12	396,000
Bissell and Randolph	Ground	Concrete	Well 14	396,000

*Out of Service

TOTAL

14,327,000

Water Facilities

helps in lowering overall cost as production capacity and transmission main capacity can then be of lesser capacity.

Additional storage, deemed emergency storage, is needed to offset the affects of interruption of water production capacity. The City has two basic sources: MWD and Central Basin ground water. The City is not entirely dependent upon a single long MWD transmission main from a remote source and power outages to the City's booster pump stations and wells have been rare and of short duration. Electrical power is provided by Southern California Edison Company from three transmission powerline sources which divide the City into three parts: (1) area east of State Street, (2) area between State Street and Santa Fe Avenue, and (3) area west of Santa Fe Avenue. Each source is independent of the other and accordingly provides increased electrical service reliability. The City's principal source of water, the Central Basin, is readily available and is a reliable source as long as electrical power is available. In addition to the MWD connection, the City has emergency connections to water systems of City of South Gate, Southern California Water Company, Walnut Park Mutual Water Co., and Maywood Mutual Water Co. No. 1. These connections are shown on Figure 5-2.

It is recommended that system storage equal to one maximum-day's use be provided. The existence of MWD supplemental supply and back-up by emergency connections makes additional storage of water for emergency purposes unnecessary. Storage in an amount equivalent to one maximum-day's use has been found to be quite adequate in similar local systems. This amount exceeds the operational and fire storage requirements. Based on 1986 water demand projections described in Table 4-8, the operational storage requirements are 2.6 MG and fire storage requirements, based on 5000 gpm for 5 hours, are 1.5 MG. The City has a total active storage of 14.1 MG with a maximum-day requirement in 1986 of 8.8 MG. Accordingly, the amount of total active storage is adequate.

In the report, "City of Huntington Park - Water System Study," October 1, 1965, by Haver and Emerson, it was recommended that the elevated tank at Miles and Slauson Plant be replaced, since it had limited remaining life. This recommendation is still viable and appropriate. The remaining life of the tank is certainly limited. A replacement tank should be constructed at the same Miles and Slauson site in the immediate future. It should have a storage capacity of 0.25 MG which when combined with the Cottage Plant's 0.1 MG elevated storage provides a total elevated storage of 0.35 MG. This combined storage will provide a flow of 6000 gpm for about 1 hour. This will be

Water Facilities

equivalent to the average flow for 1 hour for maximum-day demand in 1986.

The costs for the new tank, based on current 1977 prices, are estimated at \$300,000.

The Cottage Plant elevated tank should be raised 9.5 ft so that it operates as a storage facility in conjunction with the Miles and Slauson Plant. The tank would also function as an alternate control pressure facility for booster pump operations when the Miles and Slauson elevated tank is out of service. The current costs to raise the tank would be about \$75,000.

An alternative to raising the elevated tank at Cottage Plant is to keep the tank at its present elevation and lower the water level 9.5 ft when the replacement 0.25 MG elevated tank at the Miles and Slauson Plant is constructed. Such an option has merit since it would save the costs of raising the Cottage Plant elevated tank. However by lowering the water level 9.5 ft, water pressure throughout the City system is reduced by 4 psi. This would make the service to the area of the City north of Slauson Avenue, where the pressures are less than 45 psi, marginal. Such an alternative is not considered viable and appropriate.

Several years ago the roof structures of the ground reservoirs at the Miles and Slauson Plant were reconstructed. In May, 1976, the Bear Avenue Reservoir was inspected and found to have extensive "dry rot" in its wood support members. In 1975 and 1976, the interiors of the ground steel reservoirs were inspected. Their interior coating systems were found to be deteriorated and in need of recoating. In January, 1977, the Santa Ana and Salt Lake Reservoir was inspected. It was found to have two circumferential cracks which will require filling with sealant material. The 1.0 MG and 1.8 MG ground reservoirs at Miles and Slauson were also inspected in January, 1977 and minor vertical cracks were noted near the ground surface line. Lowering the water levels in the reservoirs some 18 inches stopped any visible leaks. Remedial repairs are not necessary but continued surveillance should be maintained.

Water Facilities

In addition, in order that the existing surface reservoirs remain a viable part of the City's system, the Bear Avenue Reservoir roof should be replaced as soon as expedient and the interior coatings repaired at the 4.375 MG reservoir at Miles and Slauson, at the 1.5 MG reservoir at Cottage Plant, and at the 1.5 MG reservoir at the Salt Lake and Florence Plant. The cost for the new Bear Avenue roof is estimated at \$160,000. The costs for the interior coating repair are \$54,000. The costs to repair interior cracks of the Santa Ana and Salt Lake Reservoir are estimated to be \$5,000.

BOOSTER PUMPS

Each water supply plant location has one or more booster pumps operating with suction from on-site reservoirs and discharging to the distribution system. A list of the booster pumping equipment is shown in Table 5-5.

With the exception of Booster Pumps No. 4 and No. 5, all boosters are centrifugal pumps installed in pits below ground level, with small buildings protecting them from weather and vandalism. Primary boosting capacity at present is estimated to be approximately 20,000 gpm. The pumps in use have an average age of 25 years, and five of the fourteen are operating at relatively low overall efficiencies of less than 60 percent. All of the centrifugal pumps would be inoperable in the event of any flooding of the pump stations. Sump pumps are presently being planned by the City in all the pits to prevent flooding and improve the system reliability.

Booster pump No. 10 at the Bear Avenue plant is presently inoperable. This pump was originally used for serving the pressure zone south of Florence Avenue. It was designed to boost at a pressure of 60 psi. With the one City pressure zone, the current discharge pressure is 72 psi and the pump cannot boost efficiently at this discharge pressure. The pump unit should be replaced to provide a proper pump unit for the operation.

In addition, Booster No. 1, No. 6 and No. 11 should be replaced because of their age and pumping efficiency. Booster No. 1 is 44 years old with an efficiency of 56 percent, Booster No. 6 is 51 years old with an efficiency of 50 percent, and Booster No. 11 is 44 years old with an efficiency of 49 percent. These pump units have been dependable and reliable over the years. Their age and their efficiencies of less than 60 percent make their replacement appropriate. The

TABLE 5-5
BOOSTER PUMPS

Plant Location	Pump No.	Type	Avg. Capacity (gpm)	TDH (ft)	Efficiency (%)	Date Purchased	Comments
Miles and Slauson	1	Centrifugal	720	130	56	7/19/32	To 1.0 MG. Reservoir
	2	"	3,280	117	70	N.A.	To 1.8 MG Reservoir
	3	"	2,935	125	74	N.A.	"
	4	Vertical Turbine	2,300	105	69	6/18/58	To 4.375 MG Reservoir
	5	"	1,590	89	56	6/18/58	"
Salt Lake and Florence	6	Centrifugal	700	98	50	7/22/25	To 1.5 MG Reservoir
	7	"	960	121	64	7/17/25	"
Bear Avenue	8	Centrifugal	1,250	178	62	5/ 2/30	To 3.0 MG Reservoir
	9	"	830	159	58	9/27/47	"
	10	"	200	104	20	12/17/35	"
Cottage Street	11	Centrifugal	1,035	98	51	8/20/32	To 1.5 MG Reservoir
	15	"	1,475	105	70	N.A.	"
Santa Ana and Salt Lake	12	Centrifugal	1,325	143	61	5/ 9/45	To 0.396 MG Reservoir
Bissell and Randolph	14	Centrifugal	1,425	121	61	5/ 9.45	To 0.396 MG Reservoir

Water Facilities

Water Facilities

Booster Pump Units No. 1 and No. 10 also have auxiliary gas engines for emergency power during electrical power outages. These two engines are over 40 years old and are relatively maintenance-free. They are operated monthly to maintain their operational capabilities. They should be maintained as long as they are maintenance-free. However, in the future, if and when they are a major maintenance problem, they should be abandoned and not replaced.

The electrical switch gear at Booster No. 6, No. 7 and No. 11 should be replaced at the time the new pumps are installed. The existing switchgear is of a vintage (over 25 years old) which makes their continuing reliability questionable.

One element in the planning of a cost-effective water system operation is the power source for pump operations. Currently, the City has both gas and electrical power sources. To establish at this time which source will be the most economical is nebulous. Projected energy sources and their future costs cannot be projected with any reliability. The City should maintain its present power sources until these future costs are solidified.

DISTRIBUTION SYSTEM

The distribution system contains 4-inch through 18-inch diameter cast iron pipe. The newer mains in the system are cement mortar lined. The major pipeline network is shown on Figure 5-2. Existing pipelines smaller than 6 inches are not shown in Figure 5-2.

The one pressure zone operation under which the City system is now operated provides a more efficient and reliable water system operation. With a one pressure zone, the area of the City south of Florence which was previously in a separate pressure zone is provided with a 10 psi increase in pressure. This provides improved service capabilities to the area's customers. The one pressure zone also permits more flexibility in conveying water from the water supply sources to the City customers.

Based on existing power costs, the annual amount of power necessary to boost the water the additional 10 psi for the area south of Florence Avenue is estimated at \$1,200. This cost more than justifies the one pressure zone operation when it is equated to the benefits provided.

Water Facilities

The distribution system throughout most of the City is well-gridded and adequate for present and future needs. The extreme northern portion of the system experiences low pressure, approximately 40 to 45 psi.

Some difficulties of colored water have been noted in portions of the water system, particularly in the southeast area, i.e., south of Florence Avenue. Organisms whose life process depend on compounds of iron may cause taste and odor and may create what is known as "red water". This can often be controlled by the addition of polyphosphates to the water supply in dosages adequate to properly stabilize the water as it is delivered to the system. This treatment process is not recommended since the City is effectively coping with the problem by a water main flushing program.

Table 5-6 presents the estimated size and lengths of the water mains in the City system. A major portion of the distribution pipeline consists of 4-inch inlined cast iron pipe. The 4-inch pipelines are located in alleys in the area south of Slauson Avenue and west of Miles Avenue. The pipelines in alleys are located within 10 feet of existing sanitary sewers. These water mains were installed many years prior to the City adopting the Los Angeles County Health Ordinance which requires that water mains be located not less than 10 feet horizontally from sanitary sewers. Since alleys are 12 ft in width and the sewers are located near the alley's center, replacement water lines cannot be reinstalled in the alleys at distances greater than 10 feet. The bulletin, "State of California - Department of Health - Required Separation Between Water Mains and Sanitary Sewers, May, 1974," describes that with special construction requirements a water main may be installed above and not less than 4 feet to a sanitary sewer subject to State Health Department approval.

Correspondence from the State Health Department dated February 2, 1977 regarding this situation in the City provided the following statement.

TABLE 5-6

ESTIMATED AGE AND LENGTHS OF WATER MAINS IN STUDY AREA

PIPE SIZE	ASSUMED CONSTRUCTION PERIOD									1966 to PRESENT	ESTIM. TOTAL FEET ^(a)
	1925-29 ^(a)	1930-34 ^(a)	1935-39 ^(a)	1940-44 ^(a)	1945-49 ^(a)	1950-54 ^(a)	1955-59 ^(a)	1960-64 ^(a)	1965 ^(a)		
4"	52,979	3,000			10,120						66,099
6"	29,470	27,660			20,200	8,760	450				86,540
8"	16,420	12,290	9,210	2,780	2,130		900				43,730
10"	970	3,300		1,100	600		4,750				10,720
12"	1,750	30,690	2,200		1,720		2,050		2,004	5,400	45,814
14"	850	1,300									2,150
16"	2,700	1,530									4,230
18"	730										730
											260,013

(a) Lengths are derived from City of Huntington Park Water System Study, October 1, 1965, prepared by Haven and Emerson, Consulting Engineers, Inc.

Note: Sizes less than 4-inch not included.

Water Facilities

"Sanitary sewers frequently leak and saturate the surrounding soil with infectious sewage. Water mains cannot always be relied on to have continuous internal positive pressure and can therefore be contaminated by nearby leaking sewers. To install new water mains or to repair breaks in water mains in sewage-contaminated soil can be a very serious public health hazard. Such health hazards can also result if a nearby sewer is broken in the course of installing or repairing a water main as this can also allow sewage to enter the water main trench or the water main itself. Water main failures will likely result in case of ailure of any sewer located above or too near the water main. A community with its buried water mains and sanitary sewers in close proximity is in our opinion extremely vulnerable to waterborne disease outbreaks in the event of earthquake or other disasters that would simultaneously fracture both types of conduits."

"Any situation in which both a water main and a sewer main are in close proximity to each other is hazardous to the water consumers. There can be no dollar value set on the reduction of such hazards. All practical and feasible steps must be undertaken to avoid installing water and sewer mains too close together."

"Due to the above stated reasons, we cannot give you (City) our approval to install new water lines in such close proximity to sanitary sewers."

"Should the City of Huntington Park decide to proceed with the present proposal (of reinstalling water mains in alleys), we recommend the following safeguards to minimize the degree of hazard involved:

1. Install only Class 200 or better type water mains.
2. Maintain the greatest possible separation distance in each individual case.
3. Submit construction plans and specification for our review and commends for each individual phase of the overall water main replacement program prior to construction."

Water Facilities

In 1971, the City entered into a contract with the Consolidated Fire Protection District (Los Angeles County Fire Department) for fire protection services. As part of this contract the District pays the City a monthly charge (\$2.00 per hydrant) for maintenance of fire hydrants on the City system. Additionally, the District makes recommendations to the City for location of fire hydrants and fire flow requirements. The District's recommendations are based on criteria developed by the Insurance Services Office (ISO) for fire protection ratings of municipal water systems. The District's recommendations are summarized in Table 5-7. Past ratings of the City's system by ISO have been very high with a few deficiencies for fire hydrant location. ISO has also given deficiencies to the other in-City water purveyors for fire hydrant locations on their respective systems. The ratings by ISO are based on the existing type of land use at the time the rating is made.

Future land uses within the City as shown on Figure 4-1 indicate that major areas of the City which are now medium and low density residential could be multiple density residential and commercial-industrial.

Such a change would warrant location of fire hydrants at 300 ft spacing in accordance with Table 5-7. Locating the fire hydrants at alleys and crossing streets would not provide the proper fire hydrant spacings of 300 ft since most City blocks are over 600 ft in length. Accordingly fire hydrants would have to be installed in the fronting streets.

Based on the aforementioned factors, it is our recommendations to relocate the replacement pipelines from the alleys to fronting streets in those situations where it is practical and appropriate. This permits proper fire hydrant spacing in the future for proposed multiple residential, commercial, industrial land use and minimizes the public health hazards by having water mains at distances greater than 10 ft from sewers.

The relocation of water mains from alleys to fronting streets also minimizes damage to meters from vandalism and vehicular traffic, and improves accessibility caused by parked cars and trash in alleys.

The relocation of water mains requires the relocation of services and meters from the alleys to the streets and the reconnection of the meters to the on-site plumbing which could be at the very rear of the property. Such reconnections have an average present day cost of \$500 per service. The reconnection is dependent on the pipe size and degree of difficulty.

JAMES M. MONTGOMERY CONSULTING ENGINEERS INC.

TABLE 5-7
WATER FACILITIES
LOS ANGELES COUNTY FIRE DEPARTMENT
FIRE PROTECTION WATER REQUIREMENTS
FLOW REQUIREMENTS

District Classification	Fire Flow Req.	Duration Req.	Fire Hydrant Spacing
I. Single Family Dwellings Zone A-1, D-1, R-1, Etc.			
Minimum required area:			
1-1/2 acre or more	500	2 hrs	600 ft
1, 1-1/4 acre	750 GPM	2 hrs	600 ft
20,000 to 40,000 sq ft	1000 GPM	2 hrs	600 ft
Less than 19,999 sq ft	1250 GPM	2 hrs	600 ft
II. Two Family Dwellings R-2			
Two Family Dwelling Units Duplex	1500 GPM	2 hrs	600 ft
NOTE: FLOWS MAY BE INCREASED 250 - 500 GPM IN GROUPS I AND II WHERE HAZARDOUS CONDITIONS EXIST			
III. Multiple Residential, Apartments, Hotels, High-Rise, Commercial Industrial, etc. Zone R-3, R-4, M, I, C, Etc.			
Lot Size			
Less than 10,000 sq ft	1500 GPM	2 hrs	300 ft
10,000 to 19,999 sq ft	2000 GPM	2 hrs	300 ft
20,000 to 29,999 sq ft	2500 GPM	2 hrs	300 ft
30,000 to 39,999 sq ft	3000 GPM	3 hrs	300 ft
40,000 to 49,999 sq ft	3500 GPM	3 hrs	300 ft
50,000 to 59,999 sq ft	4000 GPM	4 hrs	300 ft
60,000 to 69,999 sq ft	4500 GPM	4 hrs	300 ft
70,000 to more	5000 GPM	5 hrs	300 ft
IV. Schools			
Elementary	2500 GPM	2 hrs	300 ft
Intermediate	3000 GPM	3 hrs	300 ft
Senior High	3500 GPM	3 hrs	300 ft

(FIRE FLOWS MEASURED AT 20 POUNDS PER SQUARE INCH
RESIDUAL).

Water Facilities

In those cases where it is inappropriate to relocate the water mains such as in commercial areas where buildings are the width of a lot, or the fronting street is a major thoroughfare it is recommended that the replacement pipeline be reinstalled in the alleys in accordance with the special construction requirements of the State Health Department.

Based on the aforementioned concepts a detail evaluation was made of the existing City pipeline distribution system and conclusion formulated for replacement of the existing 4-inch unlined pipeline whose economic life would be utilized in the next 10 years. The recommendations are summarized in Schedules A to F of the Appendix. The replacement program proposes to replace approximately 57,000 ft of 4-inch pipeline of which 41,000 ft is in alleys. Of the 41,000 ft in alleys, 24,000 ft would be relocated to the fronting streets and 17,000 ft would be reinstalled in the alleys with approval of the State Health Department.

SYSTEM ANALYSIS

An analyses of the City system was performed based on the concept of an integrated single (one pressure zone) system serving the City water service area which can be expanded to serve those areas within the City presently served by other water purveyors. The analysis was based on the layout shown in Figure 5-1 (Appendix).

The analyses (see Appendix) utilized projected water usage to year 1986 and the fire flow recommendations of the Los Angeles County Fire Department attached at Table 5-7.

The analysis indicated that the City's system has the hydraulic capability to be extended to the areas served by the Walnut Park Mutual Water Co., Tract No. 349 Mutual Water Co., and Maywood Mutual Water Co. No. 2 without any significant pipeline or supply improvements. All that would be required would be to disconnect the existing pipelines of the other purveyors from their respective sources of supplies and reconnect the pipelines to the City system. However, if the City's system was extended to serve the areas presently served by the Southern California Water Company and Maywood Mutual Water Company No. 1, then the analysis indicates additional facilities may be required if the present supply and storage facilities serving these other systems were not acquired with the pipeline systems.

Water Facilities

For example, if the storage reservoirs and wells serving the Maywood Mutual Water Company No. 1 area are not acquired, then the City would be required to install the following:

- 1) 12" Pipeline Randolph St., Maywood Avenue to Clifford St.
- 2) 12" Pipeline Maywood Ave., Gage St. to Randolph St.
- 3) 12" Pipeline Gage St., Bissell St. to Maywood Avenue

Also, if the storage reservoirs and well pump of the Southern California Water Company system in the City are not acquired, then it would be required for the City to install the following:

- 1) 12" Pipeline Slauson Avenue, Wilmington Ave to Santa Fe St.
- 2) Connection to the existing City MWD supply pipeline at Gage St. and Wilmington Avenue.

The extension of the City system to these areas of the other in-City water purveyors is subject to legal and financial constraints.

The analysis also indicated that in the future the City should install 12-inch pipe when the economic life of the existing 8-inch pipe has been utilized at the following locations.

- 1) 12" Pipeline Slauson Ave., Alameda St. to Santa Fe St.
- 2) 12" Pipeline Alameda St., Clarendon St. (projected) to Slauson Avenue.

Water Facilities

METERS

The City system has in excess of 6,200 meters. Some of the meters are in excess of 30 years old. A comparison of the production versus sales, Table 5-8, shows that the unaccounted for water has increased from 8.4 percent in FY 1971-72 to 13.7 percent in 1974-75. This suggests increased inaccuracies in meter recordation as well as increased non-metered water use for City parks, street sweeping, pipeline flushing and fires. It is recommended that the City implement a meter installation program for those parcels (City-owned) presently not metered, and that the City water using departments submit a monthly report of water use in accordance with Section 6-5-222. A program to replace about 600 meters per year should also be implemented.

TABLE 5-8
CITY OF HUNTINGTON PARK WATER SYSTEM
WATER SALES VS WATER PRODUCTION

Water Year	Meter Sales	Production	Unaccounted	
	acre-feet	acre-feet	acre-feet	%
1974-75	4567	5292.13	725	13.7
1973-74	4650	5209.90	559	10.7
1972-73	4551	5021.90	470	9.4
1971-72	4688	5116.44	428	8.4

TELEMETERING AND CONTROLS

A "Report on Proposed Telemetering for the Municipal Water System - City of Huntington Park, California," was prepared by Alderman, Swift and Lewis, Consulting Engineers, in April, 1972. The recommendations in this report are the basis for the City's current Telemetry Control System.

The water level in each of the reservoirs and elevated tanks is indicated and recorded at a Central Control Panel at the Public Works Yard on Bissell Street.

Water Facilities

Wells are controlled by water levels in the ground storage reservoirs receiving the well water. The well pump starts and stops according to the settings of low and high water points on the reservoir indicator-recorders. Well pump status, i. e., whether the pump is running or has failed, is determined by means of a pressure switch installed between the pump discharge and check valve. The pressure switch keys the status AM tone transmitter which transmits the pump run signal back to the main control panel. If this signal is not received after a predetermined time delay, the pump fail alarm activates the indicator lamp and sounds a bell. Table 5-9 indicates the control points for each well pump.

The booster pumps start and stop according to set points on the elevated tank water level at Miles and Slauson. Water level in the elevated tank is transmitted by means of a water level indicator-transmitter. Booster pump status is determined by means of a pressure switch installed between the pump discharge and check valve. Booster pump status is transmitted and indicated in the same manner as the well pump status. Table 5-9 indicates the control points for each booster pump.

Flow from the MWD connection is transmitted to the Central Control and the Police Station for high or low water levels in reservoirs or elevated tanks, booster or well pump failures, power failures at remote stations, or telephone line failures.

Recently, the City has added additional features to the Telemetry Control System. They include an auxiliary generator for the Central Control Panel, recording hour meters for booster and well pump operations, and a hand selector switch to operate the booster pump from either the Miles and Slauson elevated tank or the Cottage Plant elevated tank.

Water Facilities

TABLE 5-9
WELL PUMP CONTROL

Well No.	Location	Control Point		Remarks
9	Public Works Yard	3.000 mg	Bear Avenue	
11	Miles & Slauson	4.375 mg 1.000 mg 1.800 mg	Miles & Slauson Miles & Slauson Miles & Slauson	Selector Switch Selector Switch Selector Switch
12	Santa Ana & Salt Lake	0.396 mg	Santa Ana & Salt Lake	
14	Randolph & Bissell	0.396 mg	Randolph & Bissell	
15	Cottage Plant	1.500 mg	Cottage Plant	
16	Salt Lake & Florence	3.000 mg 1.500 mg	Bear Avenue Salt Lake & Florence	Alternate Normal

Water Facilities

TABLE 5-10
BOOSTER PUMP CONTROLS

Booster Pump No.	Location	Pumps From
1	Miles & Slauson	1.000 mg
2 & 3	Miles & Slauson	1.800 mg
4 & 5	Miles & Slauson	4.375 mg
6 & 7	Florence & Salt Lake	1.500 mg
8, 9, & 10	Bear Avenue	3.000 mg
11	Cottage	1.500 mg
12	Santa Ana & Salt Lake	0.396 mg
14	Randolph & Bissell	0.396 mg
15	Cottage	1.500 mg

CHAPTER

6

JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.

CHAPTER 6

FINANCIAL EVALUATIONS

GENERAL

Review of the Water Department's financial account, Table 6-1, over the last five years (FY 71-72 to 75-76) indicates that the salaries and maintenance operation costs have risen 50 and 80 percent, respectively. Revenues have been basically constant at about \$450,000. Capital Improvements have ranged from \$13,000 to \$123,000 during the same period.

The Water Department's Reserve Fund has ranged from its current \$696,000 to over \$1,025,000 in FY 73-74. Table 6-1 also shows that for FY 75-76 the salaries and operation-maintenance costs exceed the revenue by about 25 percent. Comparing the City's water rates to those of the other in-City water purveyors in Table 6-2 shows that for an average household using 6,000 cu ft bimonthly that the City's rates are about 50 percent lower than the rates of the other purveyors. To maintain a sufficient water fund reserve and to provide the needed capital for improvements, it is appropriate to increase the water rates. An increase in the range of 75 percent would provide the needed monies and would be comparable to the rates of the other in-City purveyors.

The recommended facilities as described in Schedules A to F (Appendix) are based on improvements averaging \$300,000 annually for the next five years. These facilities would be financed from revenues on a pay-as-you-go basis.

A rate study should be performed to establish the appropriate rate base by commodity. In addition, as part of the rate study, an evaluation should be made of the Table 6-3 which is the Water Department's Depreciation Account. Items in Table 6-3 appear to have certain discrepancies which should be evaluated.

TABLE 6-1
FINANCIAL ACCOUNT

Fiscal Year	Water Fund	Revenue	Transfers In	Total	Salaries	M and O	Capital Outlay	Transfers Out	Reserve	Total
75-76	899,834	459,881	-	1,359,193	173,423	395,685	26,500	67,441	696,144	1,395,193
Encumbrance	522		-							
74-75	1,013,980	462,406	10,500	1,473,962	166,894	319,305	39,650	58,528	889,585	1,473,962
Encumbrance	12,924									
73-74	838,131	448,446	259,871	1,480,476	139,126	250,435	13,750	51,456	1,025,709	1,480,476
Encumbrance	65,972									
72-73	789,522	448,696	10,500	1,248,649	128,067	238,740	123,080	50,871	707,891	1,248,649
Encumbrance	69									
71-72	693,256	435,946	10,500	1,131,759	116,859	221,670	29,300	49,856	714,074	1,131,759
Encumbrance	7,943									

TABLE 6-2
BIMONTHLY
WATER RATE COMPARISON
for 6000 ft³

Agency	Bimonthly Water Bill	Water Rate				Bimonthly Fire Service per inch diameter
City of Huntington Park	\$ 12.00	\$ 2.00	Initial	Monthly ³ 1000 ft	\$0.20 each additional 100 ft ³	\$2.00
Maywood Mutual Water Co. No. 1	\$ 19.00	\$ 7.00	Initial	Bimonthly ³ 2000 ft	\$0.30 each additional 100 ft ³	\$3.00
Maywood Mutual Water Co. No. 2	\$ 20.00	\$ 2.50	Initial	Monthly ³ 1000 ft	\$0.30 each additional 100 ft ³	\$3.00
Walnut Park Mutual Water Co.	\$ 17.00	\$ 5.00	Initial	Bimonthly ³ 2000 ft	\$0.30 each additional 100 ft ³	\$5.00*
Tract 349 Mutual Water Co.	\$ 18.75	\$ 6.75	Initial	Bimonthly ³ 2000 ft	\$0.30 each additional 100 ft ³	\$2.00
Southern California Water Co.				Bimonthly		
			Demand		Commodity	
Meter size - 5/8"	\$ 20.56	\$ 4.90				
3/4"	\$ 21.16	\$ 5.50			\$0.261 per each 100 ft ³	\$4.00
1"	\$ 22.86	\$ 7.20				
1-1/2"	\$ 25.66	\$ 10.00				
2	\$ 31.66	\$ 16.00				

* Flat Charge

TABLE 6-3

WATER DEPARTMENT FUND
June 30, 1976

	Depreciation Rate	Balance July 1, 1975	Purchases	Transfer To	From	Retired & Traded In	Balance June 30, 1976	Depreciation to June 30, 1975	Fully Depreciated	Depreciation 1976 on 1975 Balance	Total Depreciation June 30, 1976
Land		42,474.61					42,474.61				
Building	5%	26,296.77					26,296.77	23,893.21		1,314.84	25,208.05
Improvements							37,055.18	24,667.83		1,654.75	26,322.58
Grounds	5%	33,095.09	3,960.09				967,810.60	783,790.38		29,034.32	812,824.70
Mains	3%	967,810.60					489,034.64	430,531.18	118,357.82	17,688.19	448,219.37
Reservoirs, Sand Trap, Tanks	5%	472,121.57	16,913.07				129,222.58				
Walls		129,222.58					1,691,894.58	1,262,882.60	118,357.82	49,692.10	1,312,574.70
Sub-Total		1,671,021.42	20,873.16	-0-	-0-						
Equipment											
General Departmental	10%	18,405.63	267.12	4,782.18	698.87	392.18	22,363.88	14,397.14	10,224.20	818.14	15,215.48
Office Control	10%	105,437.66					105,437.66	28,799.51	17,637.59	8,780.01	37,579.52
Hydrants	5%	44,170.18					44,170.18	38,610.01	34,614.13	477.80	39,087.81
Meters	5%	167,066.57	11,413.24				178,479.81	152,703.01	139,443.44	1,381.16	154,084.17
Pumping Equipment & Boosters	5%	135,974.05	1,863.12				137,837.17	102,891.56	96,907.50	1,953.33	104,844.89
Vehicles	10%	31,238.65					31,238.65	28,657.80	27,096.42	414.22	29,072.02
Sub-Total		502,292.74	13,543.48	4,782.18	698.87	392.18	519,527.35	366,059.23	325,923.58	13,824.66	379,883.89
Grand Total		2,173,314.16	34,416.64	4,782.18	698.87	392.18	2,211,421.93	1,628,941.83	444,281.10	63,516.76	1,692,458.59

Financial Evaluations

Financial Evaluations

OTHER FINANCIAL CONSIDERATIONS

In addition to the pay-as-you-go method upon which the recommendations for the capital improvement programs are based. There are additional financial methods possible for financing water system improvements. They include:

- 1) Federal Grants
- 2) General Obligation Bonds
- 3) Revenue Bonds
- 4) Improvement District Bonds

FEDERAL AND STATE GRANT PROGRAMS

The Federal grant programs vary from time-to-time as to type, qualifications, and grant amounts available. The current programs which could provide grants if funds are available include:

- 1) Economic Development Administration
Community Emergency Drought Relief Act of 1977
- 2) Economic Development Administration
Public Works Employment Act of 1976 - Round 2
- 3) Housing and Urban Development
Housing and Urban Development Act of 1965

The City should investigate each of the above programs and submit grant application if deemed appropriate.

GENERAL OBLIGATION BONDS

General obligation bonds are another method utilized by public agencies to finance water system improvements. The bonds are secured by the public agency's total assets and payable from ad valorem taxes levied on properties within the agencies boundaries. General Obligation Bonds can normally be sold at lower interest rates than other types of bonds and generally provide the most economical means for financing water system improvements where grants are not available and pay-as-you-go financing is inappropriate. General Obligation Bonds have the following advantages:

Financial Evaluations

- 1) Lower interest rates
- 2) Lower annual cost for principal and interest
- 3) Flexibility in management of funds

Disadvantages include:

- 1) Two-thirds vote for approval
- 2) Limitations on amount bonds to percentage of assessed valuation
- 3) Statutory tax rate limitations

REVENUE BONDS

Revenue Bonds are also utilized to finance water system improvements. Such bonds can be approved by a simply majority of the voters. The bonds are secured by a lien on the gross revenues of the water system. No property taxes can be used for their payment. To make the bonds marketable estimated annual revenues should exceed annual bond payment requirements by 50 percent. Interest rates are generally about one percent higher than interest rates for General Obligation Bonds. A reserve fund equal to one years interest plus principal must be established and used in the event revenues are insufficient to make payment.

The principal advantages of revenue bonds are:

- 1) Revenues for bond payment are derived from users of the water system.
- 2) Bonds never become a lien against property
- 3) Bonds may be authorized by simple majority of voters
- 4) No legal limit to amounts of bonds

Disadvantages include:

- 1) Higher interest rates than General Obligation Bonds
- 2) Non-users of water pay nothing toward bonds although the water system improvements may enhance the value of vacant land

Financial Evaluations

- 3) A reserve fund must be maintained
- 4) Revenues must exceed actual payments by 50 percent

Improvement Districts

State statutes contain Improvement District Acts which could be utilized to finance water system improvements. These Acts include Improvement Act of 1911, Improvement Act of 1913, and the Tax Act of 1915. These Acts can generally be described as a means in which the City on its own may issue bonds which are secured by a special assessment or special tax on individual tax parcels. These Acts are most useful for circumstances where a local improvement is desired and it is determined equitable that the limited area benefited should bear the costs of the improvement. Bonds sold under these Acts have limited marketability and high interest rates.

APPENDIX

A

APPENDIX

SCHEDULE A
CAPITAL IMPROVEMENT PROGRAM
FY 1977-78
(BASED ON ENR INDEX 2900)

1.	Repaint Reservoir Interiors	
	4.375 MG Miles and Slauson Reservoir	
	1.5 MG Cottage Reservoir	
	1.5 MG Salt Lake and Florence Res.	\$ 54,000
2.	Replace Booster No. 10 Pump and Electrical Control Bar Avenue Plant	20,000
3.	Meter Program - Replace 600 meters/ year and install meters on city facilities	30,000
4.	Construct new water well at Miles and Slauson Plant as replacement for Wells No. 10 and 11	<u>180,000</u>
		\$ 284,000
5.	Engineering and Contingencies	<u>71,000</u>
	Total	\$ 355,000

SCHEDULE B
CAPITAL IMPROVEMENT PROGRAM
FY 1978-79
(BASED ON ENR INDEX 2900)

1. Replace Bear Avenue Reservoir Roof	\$ 160,000
2. Replace distribution mains (see below)	52,200
3. Replace Booster No. 11 pump and electrical switchgear Cottage Plant	20,000
4. Meter Program - Replace 600 meters and install meters on City facilities	<u>20,000</u>
	\$ 252,200
5. Engineering and Contingencies, 25%	<u>63,050</u>
Total	\$ 315,250

FY 1978 - 1979

LOCATION		Existing Pipeline Size (in) and Length (ft)	Replacement Size (in)	Cost
1. Cudahy St.	State St. to California Ave.	4 in - 450 ft	6	\$ 4,050
2. Hill St.	" " "	4 in - 425 ft	6	3,825
3. Cudahy St.	California Avenue to Salt Lake Avenue	4 in - 900 ft	6	8,100
4. Grand Ave.	California Ave. to Salt Lake Ave.	4 in - 600 ft	6	5,400
5. Flower St.	" " " "	4 in - 1000 ft	6	9,000
6. California St.	" " " "	4 in - 525 ft	6	4,725
7. Hollenbeck St.	Zoe Ave. to Saturn Ave.	4 in - 850 ft	6	7,650
8. Newell St.	Zoe Ave. to Gage Ave.	4 in - 625 ft	6	5,625
9. Bissell St.	Benedict Way to Randolph Avenue	4 in - <u>425 ft</u>	6	<u>3,825</u>
		5800 ft	TOTAL	\$52,200

SCHEDULE B
FY 1978-79

SCHEDULE C
CAPITAL IMPROVEMENT PROGRAM
FY 1979-80
(BASED ON ENR INDEX 2900)

1. Replace Booster No. 6 pump and electrical switchgear Salt Lake and Florence Plant	\$ 20,000
2. Replace distribution mains (see below)	70,250
3. Construct 0.25 MG elevated tank Miles and Slauson Plant	300,000
4. Meter replacement program 600 meters	<u>20,000</u>
	\$ 410,250
5. Engineering and Contingencies, 25%	<u>102,500</u>
Total	\$ 512,750

FY 1979 - 1980

LOCATION			Existing Pipeline Size (in) and Length (ft)	Replacement Size (in)	Cost
1. Newell St.	Gage Ave. to Randolph St.		4 in - 450 ft	6	\$ 4,050
2. Hood Ave.	" " "		4 in - 500 ft	6	4,500
3. Oak St.	Belgrave Ave. to 61st Street		4 in - 650 ft	6	5,850
4. Seville Ave.	Saturn Ave. to Zoe Ave.		4 in - 450 ft	6	4,050
5. Rita Ave.	Saturn Ave. to Zoe Ave.		4 in - 425 ft	6	3,825
6. Rita Ave.	Zoe Ave. to Gage Ave.		4 in - 425 ft	6	3,825
7. Hill St.	California Ave. to Salt Lake Ave.		4 in - 1600 ft	6	14,400
8. Seville Ave.	Zoe Ave. to Gage Ave.		4 in - 450 ft	6	4,050
9. Alley N/O Slauson Ave.	Malabar St. to Alley W/O Pacific Blvd.		4 in - 525 ft	6	3,410
10. Alley N/O Slauson Ave.	W/O Seville Ave.		4 in - 450 ft	6	2,930
			6825 ft	TOTAL	\$70,250

SCHEDULE C
FY 1979-80

SCHEDULE D
CAPITAL IMPROVEMENT PROGRAM
FY 1980-81
(BASED ON ENR INDEX 2900)

1. Raine existing 0, 10 MG Cottage Reservoir	\$ 75,000
2. Replace distribution mains (see below)	46,225
3. Replace Booster Pump No. 1 Miles and Slauson Plant	20,000
4. Meter Program - Replace 600 meters	<u>20,000</u>
	\$ 161,225
5. Engineering and Contingencies, 25%	<u>40,300</u>
Total	\$ 201,525

FY 1980 - 1981

LOCATION			Existing Pipeline Size (in) and Length (ft)	Replacement Size (in)	Cost
1. Plaaka Ave.	State St. to Gage Ave.		4 in - 2300 ft	6	\$20,700
2. Alley E/O Passaic St.	N/O Gage Ave.		4 in - 600 ft	6	5,400
3. Alley E/O Gentry St.	N/O Gage Ave.		4 in - 575 ft	6	5,175
4. Alley S/O Clarendon St.	Arbutus St. to Miles Ave.		4 in - 1350 ft	6	2,150
5. Passaic St.	S/O Clarendon St.		4 in - 100 ft	6	900
6. Clarendon St.	E/O Miles Ave.		4 in - <u>100 ft</u>	6	<u>900</u>
			4,925 ft	TOTAL	\$46,225

SCHEDULE E
CAPITAL IMPROVEMENT PROGRAM
FY 1981-82
(BASED ON ENR INDEX 2900)

1. Replace Booster No. 7 pump and electrical switchgear	\$ 20,000
2. Meter Program - replace 600 meters	20,000
3. Replace distribution mains (see below)	<u>139,950</u>
	\$ 179,950
4. Engineering and Contingencies, 25%	<u>44,987</u>
Total	\$ 224,937

FY 1981 - 1982

LOCATION			Existing Pipeline Size (in) and Length (ft)	Replacement Size (in)	Cost
1. Alley	W/O Albany St.	Florence Ave. to Saturn Ave.	4 in - 750 ft	6 in. in Albany St.	\$18,000
2. Alley	E/O Albany St.	" " "	4 in - 775 ft	6 in. in Marbrisa St.	18,600
3. Templeton St.		61th Street to Slauson Ave. .	4 in - 1350 ft	6 in	12,150
4. Alley	W/O Stafford Ave.	Florence Ave. to Alley S/O Randolph St.	<u>4 in - 3800 ft</u>	6 in. in Stafford Ave.	<u>91,200</u>
			6675 ft	TOTAL	\$139,950

SCHEDULE F
CAPITAL IMPROVEMENT PROGRAM
FY 82-83 to 87-88
(BASED ON ENR INDEX 2900)

	LOCATION			Existing Pipeline Size (in) and Length (ft)	Replacement	Cost
1.	Alley	W/O Pacific Blvd.	Florence Ave. to Saturn Ave.	4 in - 950 ft	6 in	\$ 8,550
2.	Alley	W/O Rugby Ave.	Florence Ave. to Alley S/O Randolph St.	4 in - 3850 ft	6 in. in Rugby Ave.	92,400
3.	Alley	W/O Malabar St.	Florence Ave. to " " "	4 in - 3850 ft	6 in. in Malabar St.	92,400
4.	Alley	W/O Middleton St.	Florence Ave. to " " "	4 in - 3850 ft	6 in. in Middleton St.	92,400
5.	Alley	W/O Pacific Blvd.	Alley N/O Randolph St. to Belgrave Ave.	4 in - 375 ft	6 in	3,375
6.	Alley	W/O Rugby Ave.	" " " "	4 in - 325 ft	6 in	2,925
7.	Alley	W/O Malabar St.	" " " "	4 in - 275 ft	6 in	2,475
8.	Alley	W/O Pacific Blvd.	Belgrave Ave. to Slauson Ave.	4 in - 1075 ft	6 in in. Rugby Ave.	25,800
9.	Alley	W/O Rugby Ave.	" " " "	4 in - 1050 ft	6 in. in Malabar St.	25,200
10.	Alley	W/O Malabar St.	" " " "	4 in - 1000 ft	6 in. in Middleton St.	24,000
11.	Alley	W/O Marbrisa Ave.	Zoe Ave. to Alley S/O Randolph St.	4 in - 2200 ft	6 in	19,800
12.	Alley	W/O Albany St.	Zoe Ave. to " " "	4 in - 2250 ft	6 in	20,250
13.	Alley	W/O Cottage St.	Zoe Ave. to Gage Ave.	4 in - 750 ft	6 in	6,750
14.	Alley	W/O Templeton St.	Alley N/O Randolph St. to Slauson Ave.	4 in - 1325 ft	6 in	11,925
15.	Alley	N/O Gage Ave.	W/O Cedar St.	2 in - 200 ft	6 in	1,800
16.	Alley	" "	W/O State St.	2 in - 225 ft	6 in	2,025
17.	Alley	" "	W/O Benson St.	1-1/2 in - 225 ft	6 in	2,025
18.	Alley	" "	Benson St. to Bissell St.	4 in - 1500 ft	6 in	13,500
19.	Alley	E/O Rita Ave.	Alley N/O Randolph St. to Slauson Ave.	4 in - 1200 ft	6 in. in Seville Ave.	28,800
20.	Alley	E/O Pacific Blvd.	Alley N/O Randolph St. to Slauson Ave.	4 in - 1150 ft	6 in	10,350
21.	Alley	W/O Santa Fe Ave.	Zoe Ave. to Alley S/O Randolph St.	4 in - 2175 ft	6 in	19,575
22.	Alley	N/O Slauson Ave.	Soto Blvd. to Seville Ave.	4 in - 975 ft	6 in. in 58th St.	23,400
23.	Alley	N/O 58th St.	" " " "	4 in - 975 ft	6 in. in Rita Ave.	23,400
24.	Alley	W/O Seville Ave.	Gage Ave. to Alley S/O Randolph St.	4 in - 1100 ft	6 in. in Seville Ave.	24,000
25.	Alley	W/O Stafford Ave.	Alley N/O Randolph St. to Belgrave Ave.	4 in - 525 ft	6 in. in Stafford Ave.	4,725
				32,405 ft	TOTAL	\$581,900

SCHEDULE F
FY 82-83 to
87-88

DESCRIPTION OF COMPUTER PRINTOUT

1. Pages A-2 and A-3 describe the pipe system. Column 1 shows the Pipe No. referred to on Figure 6. Column 2 shows the pipe length. Column 3 shows the pipe diameter. Column 4 shows the C factor for friction.
2. Page A-4 describes the flow rate at each junction shown on Figure 6. Positive means "outflow" and negative means "inflow." Surface elevations at each junction are also indicated.
3. Pages A-5 and A-6 describe the loops and paths between the source points.
4. Pages A-7 to A-9 are the computer results showing the flows in each pipeline.
5. Page A-9 shows the pressure at each junction.

CITY OF HUNTINGTON PARK
PEAK HOUR DEMANDS

62 PIPES, 41 JUNCTIONS, 15 LOOPS AND 7 TERMINAL ENERGY POINTS
REFERENCE PRESSURE IS 0.0 PSIG
REFERENCE ELEVATION IS 285.0 FEET
SPECIFIC GRAVITY IS 1.00

FLOWRATES EXPRESSED IN GPM AND PRESSURE IN PSIG

JAMES M. MONTGOMERY, CONSULTING ENGINEERS, INC.
HYDRAULIC NETWORK ANALYSIS

PAGE 2

PIPE NO.	LENGTH (FEET)	DIAM. (INCHES)	ROUGH-NESS	MINOR LOSS	PUMP CHARACTERISTICS				CONNECTING NODES	
1	1300.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	1	31
2	1900.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	2	3
3	220.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	3	39
4	1200.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	3	7
5	1100.	10.000	100.0	0.0	0.0	0.0	0.0	0.0	5	6
6	1900.	10.000	100.0	0.0	0.0	0.0	0.0	0.0	6	7
7	2000.	10.000	100.0	0.0	0.0	0.0	0.0	0.0	7	8
8	3000.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	6	25
9	3300.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	7	24
10	2800.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	23	24
11	2000.	14.000	100.0	0.0	0.0	0.0	0.0	0.0	24	25
12	2700.	11.340	100.0	0.0	0.0	0.0	0.0	0.0	24	26
13	500.	16.000	100.0	0.0	0.0	0.0	0.0	0.0	25	30
14	2100.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	30	29
15	3700.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	29	28
16	1800.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	26	27
17	600.	10.000	100.0	0.0	0.0	0.0	0.0	0.0	29	27
18	1900.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	22	23
19	1800.	16.000	100.0	0.0	0.0	0.0	0.0	0.0	1	12
20	1500.	16.000	100.0	0.0	0.0	0.0	0.0	0.0	12	11
21	2300.	8.000	100.0	0.0	0.0	0.0	0.0	0.0	11	13
22	5300.	8.000	100.0	0.0	0.0	0.0	0.0	0.0	13	14
23	2700.	8.000	100.0	0.0	0.0	0.0	0.0	0.0	14	15
24	1000.	6.000	100.0	0.0	0.0	0.0	0.0	0.0	13	35
25	800.	6.000	100.0	0.0	0.0	0.0	0.0	0.0	15	16
26	1200.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	11	36
27	2800.	16.000	100.0	0.0	0.0	0.0	0.0	0.0	12	9
28	2800.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	1	8
29	600.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	16	17
30	1400.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	37	10
31	1500.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	10	9
32	1800.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	9	8
33	2700.	14.000	100.0	0.0	0.0	0.0	0.0	0.0	9	22
34	2500.	10.000	100.0	0.0	0.0	0.0	0.0	0.0	15	20
35	900.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	17	18
36	1000.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	18	19
37	1000.	8.000	100.0	0.0	0.0	0.0	0.0	0.0	20	19
38	1200.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	19	21
39	2500.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	21	10
40	1600.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	21	22
41	2900.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	8	23
42	2500.	10.000	100.0	0.0	0.0	0.0	0.0	0.0	0	18
43	1.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	40	1
44	1.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	41	4
45	1.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	0	30
46	1.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	0	28
47	2100.	10.220	100.0	0.0	0.0	0.0	0.0	0.0	37	38
48	200.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	4	5
49	800.	10.000	100.0	0.0	0.0	0.0	0.0	0.0	31	2
50	1400.	12.000	100.0	0.0	0.0	0.0	0.0	0.0	12	32
51	900.	10.000	100.0	0.0	0.0	0.0	0.0	0.0	32	33
52	1900.	10.000	100.0	0.0	0.0	0.0	0.0	0.0	4	34
53	1.	10.000	100.0	0.0	0.0	0.0	0.0	0.0	0	1
54	1.	10.000	100.0	0.0	0.0	0.0	0.0	0.0	0	1
55	1.	10.000	100.0	0.0	0.0	0.0	0.0	0.0	0	1

JAMES M. MONTGOMERY, CONSULTING ENGINEERS, INC.
HYDRAULIC NETWORK ANALYSIS

PAGE 3

PIPE NO.	LENGTH (FEET)	DIAM. (INCHES)	ROUGH-NESS	MINOR LOSS	PUMP CHARACTERISTICS			CONNECTING NODES	
56	1000.	10.000	100.0	0.0	0.0	0.0	0.0	35	38
57	1000.	10.000	100.0	0.0	0.0	0.0	0.0	36	38
58	1800.	8.000	100.0	0.0	0.0	0.0	0.0	35	16
59	300.	12.000	100.0	0.0	0.0	0.0	0.0	16	37
60	1600.	12.000	100.0	0.0	0.0	0.0	0.0	10	36
61	800.	10.000	100.0	0.0	0.0	0.0	0.0	4	39
62	1.	10.000	100.0	0.0	0.0	0.0	0.0	0	39

JAMES M. MONTGOMERY, CONSULTING ENGINEERS, INC.
HYDRAULIC NETWORK ANALYSIS

PAGE 4

JUNC. NO.	FLOWRATE	PIPE NUMBERS								ELEV- ATION	PATH FROM PRE- VIOUS JUNCTION		
1	500.000	1	19	28	-43	-53	-54	-55		175.0	53		
2	500.000	2	-49							166.0	1	49	
3	500.000	-2	3	4						166.0	2		
4	200.000	-44	48	52	61					158.0	3	61	
5	0.0	5	-48							155.0	48		
6	200.000	-5	6	8						150.0	5		
7	500.000	-4	-6	7	9					162.0	6		
8	400.000	-7	-28	-32	41					165.0	7		
9	500.000	-27	-31	32	33					168.0	32		
10	300.000	-30	31	-39	60					166.0	31		
11	500.000	-20	21	26						177.0	60	26	
12	200.000	-19	20	27	50					177.0	20		
13	300.000	-21	22	24						177.0	20	21	
14	500.000	-22	23							177.0	22		
15	500.000	-23	25	34						167.0	23		
16	200.000	-25	29	-58	59					165.0	25		
17	-1400.000	-29	35							160.0	29		
18	0.0	-35	36	-42						155.0	35		
19	500.000	-36	-37	38						153.0	36		
20	0.0	-34	37							152.0	37		
21	300.000	-38	39	40						155.0	37	38	
22	500.000	18	-33	-40						155.0	40		
23	400.000	10	-18	-41						152.0	18		
24	800.000	-9	-10	11	12					144.0	10		
25	0.0	-8	-11	13						140.0	11		
26	0.0	-12	16							137.0	11	12	
27	0.0	-16	-17							130.0	16		
28	1000.000	-15	-46							130.0	17	15	
29	0.0	-14	15	17						135.0	15		
30	800.000	-13	14	-45						140.0	14		
31	300.000	-1	49							170.0	13	8	6
											4	2	49
32	0.0	-50	51							177.0	1	19	50
33	700.000	-51								177.0	51		
34	2000.000	-52								158.0	51	50	19
											1	49	2
											3	61	52
35	0.0	-24	56	58						175.0	52	61	3
											2	49	1
											19	20	26
											57	56	
36	0.0	-26	57	-60						175.0	56	57	
37	0.0	30	47	-59						165.0	57	47	
38	0.0	-47	-56	-57						175.0	47		
39	0.0	-3	-61	-62						160.0	57	26	20
											19	1	49
											2	3	
40	0.0	43								160.0	3	2	49
											1	43	
41	0.0	44								160.0	43	1	49
											2	3	61
											44		

JAMES M. MONTGOMERY, CONSULTING ENGINEERS, INC.
HYDRAULIC NETWORK ANALYSIS

PAGE 5

LOOP NOS.	PIPE NUMBERS				
1	22	24	58	25	23
2	21	26	57	56	24
3	20	27	31	60	26

LOOP NOS.	PIPE NUMBERS							
4	19	28	32	27				
5	1	49	2	4	7	28		
6	25	29	35	36	37	34		
7	30	39	38	36	35	29	59	
8	31	33	40	39				
9	32	41	18	33				
10	7	9	10	41				
11	6	8	11	9				
12	4	3	61	48	5	6		
13	11	13	14	17	16	12		
14	30	47	57	60				
15	59	58	56	47				

PATH NUMBER	ENERGY DIFFERENCE	PIPE NUMBERS							
1	-1.500	53	55						
2	3.000	53	54						
3	1.800	53	1	49	2	4	9	11	
		13	45						
4	0.700	45	14	15	46				
5	1.500	53	1	49	2	3	62		
6	2.750	53	19	27	33	40	38	36	
		42							

TRIAL	CORRECTION
10	1.931

THESE ARE THE RESULTS FOR TRIAL NUMBER 19

PIPE NO.	CONNECTING NODES	FLOWRATE	HEAD LOSS	PUMP HEAD	MINOR LOSS	VELOCITY	HL/1000
1	1 31	642.423	2.361	0.0	0.0	1.822	1.817
2	2 3	-157.548	-0.256	0.0	0.0	-0.447	-0.135
3	3 39	-1550.062	-2.042	0.0	0.0	-4.397	-9.283
4	3 7	892.510	4.007	0.0	0.0	2.532	3.340
5	5 6	-778.689	-6.934	0.0	0.0	-3.181	-6.303
6	6 7	-285.300	-1.865	0.0	0.0	-1.165	-0.982
7	7 8	241.144	1.438	0.0	0.0	0.985	0.719
8	6 25	-693.388	-6.277	0.0	0.0	-1.967	-2.092
9	7 24	-133.923	-0.329	0.0	0.0	-0.380	-0.100
10	23 24	-469.602	-2.847	0.0	0.0	-1.332	-1.017
11	24 25	-1026.467	-4.085	0.0	0.0	-2.139	-2.042
12	24 26	-377.051	-2.408	0.0	0.0	-1.198	-0.892
13	25 30	-1719.863	-1.386	0.0	0.0	-2.744	-2.772
14	30 29	286.541	0.855	0.0	0.0	0.813	0.407
15	29 28	-90.499	-0.178	0.0	0.0	-0.257	-0.048
16	26 27	-377.048	-1.219	0.0	0.0	-1.070	-0.677
17	29 27	377.048	0.987	0.0	0.0	1.540	1.645
18	22 23	-342.755	-1.078	0.0	0.0	-0.972	-0.567
19	1 12	2382.456	9.125	0.0	0.0	3.801	5.069
20	12 11	894.915	1.240	0.0	0.0	1.428	0.827
21	11 13	311.993	7.900	0.0	0.0	1.991	3.435
22	13 14	237.459	10.980	0.0	0.0	1.516	2.072
23	14 15	-262.540	-6.736	0.0	0.0	-1.676	-2.495
24	13 35	-225.466	-7.640	0.0	0.0	-2.558	-7.640
25	15 16	-333.982	-12.653	0.0	0.0	-3.790	-15.816
26	11 36	82.926	0.049	0.0	0.0	0.235	0.041
27	12 9	587.513	1.062	0.0	0.0	0.937	0.379
28	1 8	856.353	8.661	0.0	0.0	2.429	3.093
29	16 17	-1000.304	-2.475	0.0	0.0	-2.837	-4.125
30	37 10	245.507	0.428	0.0	0.0	0.696	0.306
31	10 9	-189.999	-0.285	0.0	0.0	-0.539	-0.190
32	9 8	-424.343	-1.517	0.0	0.0	-1.204	-0.843
33	9 22	321.870	0.644	0.0	0.0	0.671	0.238
34	15 20	-428.557	-5.214	0.0	0.0	-1.751	-2.086
35	17 18	399.690	0.679	0.0	0.0	1.134	0.754
36	18 19	850.083	3.052	0.0	0.0	2.411	3.052
37	20 19	-428.557	-6.183	0.0	0.0	-2.735	-6.183
38	19 21	-78.460	-0.044	0.0	0.0	-0.223	-0.037
39	21 10	-213.819	-0.592	0.0	0.0	-0.607	-0.237
40	21 22	-164.625	-0.233	0.0	0.0	-0.467	-0.146
41	8 23	273.149	1.081	0.0	0.0	0.775	0.373
42	0 18	450.400	5.717	0.0	0.0	1.840	2.287
43	40 1	-0.048	-0.000	0.0	0.0	-0.000	-0.000
44	41 4	0.000	0.000	0.0	0.0	0.000	0.000
45	0 30	2806.404	0.028	0.0	0.0	7.961	27.869
46	0 28	1090.495	0.005	0.0	0.0	3.093	4.840
47	37 38	119.442	0.370	0.0	0.0	0.467	0.176
48	4 5	-778.689	-0.519	0.0	0.0	-2.209	-2.594
49	31 2	342.450	1.101	0.0	0.0	1.399	1.377
50	12 32	700.000	2.981	0.0	0.0	1.986	2.129

THESE ARE THE RESULTS FOR TRIAL NUMBER 19

PIPE NO.	CONNECTING NODES	FLOWRATE	HEAD LOSS	PUMP HEAD	MINOR LOSS	VELOCITY	HL/1000
51	32 33	700.000	4.657	0.0	0.0	2.859	5.175
52	4 34	2000.000	68.711	0.0	0.0	8.169	36.164
53	0 1	7422.738	0.410	0.0	0.0	30.320	410.252
54	0 1	-20074.266	-2.590	0.0	0.0	-81.998	-2589.725
55	0 1	17032.535	1.910	0.0	0.0	69.573	1910.268
56	35 38	-124.083	-0.210	0.0	0.0	-0.507	-0.210
57	36 38	4.632	0.000	0.0	0.0	0.019	0.000
58	35 16	-101.383	-0.771	0.0	0.0	-0.647	-0.428
59	16 37	364.949	0.191	0.0	0.0	1.035	0.637
60	10 36	-78.308	-0.059	0.0	0.0	-0.222	-0.037
61	4 39	-1421.303	-15.368	0.0	0.0	-5.806	-19.211
62	0 39	2971.394	0.075	0.0	0.0	12.137	75.281

JUNCTION	NUMBER	ELEVATION	PRESSURE	GRADE LINE
1		175.00	47.49	284.59
2		166.00	49.89	281.13
3		166.00	50.00	281.38
4		158.00	47.69	268.06
5		155.00	49.22	268.57
6		150.00	54.39	275.51
7		162.00	49.99	277.37
8		165.00	48.07	275.93
9		168.00	46.11	274.42
10		166.00	46.86	274.13
11		177.00	42.14	274.24
12		177.00	42.67	275.48
13		177.00	38.71	266.34
14		177.00	33.96	255.36
15		167.00	41.21	262.10
16		165.00	47.56	274.75
17		160.00	50.80	277.22
18		155.00	52.67	276.54
19		153.00	52.21	273.49
20		152.00	49.97	267.31
21		155.00	51.37	273.54
22		155.00	51.47	273.77
23		152.00	53.23	274.85
24		144.00	57.93	277.70
25		140.00	61.44	281.78
26		137.00	62.01	280.10
27		130.00	65.57	281.32
28		130.00	66.08	282.49
29		135.00	63.83	282.31
30		140.00	62.04	283.16
31		170.00	48.63	282.22
32		177.00	41.37	272.47
33		177.00	39.35	267.82
34		158.00	17.91	199.33
35		175.00	42.88	273.95
36		175.00	42.97	274.16
37		165.00	47.46	274.53
38		175.00	42.97	274.16
39		160.00	53.48	283.41
40		160.00	53.98	284.58
41		160.00	46.82	268.04

THE AVERAGE (ABSOLUTE) CHANGE IN FLOWRATE FROM THE PREVIOUS TRIAL = 0.09406

ITEM 15



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2022-13 ROOF REPAIRS AT CITY HALL AND POLICE DEPARTMENT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Award the contract to Danny Letner, Inc. dba Letner Roofing Company for the construction of CIP 2022-13 Roof Repairs at City Hall and Police Department as the most responsive, responsible bidder for an amount of \$1,890,000; and
2. Approve construction contingency and incidentals (change orders) in the amount of \$283,500.00; and
3. Approve the total project cost of \$2,173,000 payable from The American Rescue Plan Act of 2021 (ARPA) funds; and
4. Authorize the Finance Department to provide an account number and project code for this specific project in order to process project invoices; and
5. Approve Best Contracting Services, Inc.'s request for the withdrawal of their bid and release their bid bond; and
6. Authorize the City Manager to execute the construction contract agreement and to negotiate all change orders in good faith.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 18, 2023, the City Council authorized staff to advertise the Notice Inviting Bid (NIB) for CIP 2022-13 Roof Repairs at City Hall and Police Department (Project). The project consists of the removal and replacement of clay roof tiles, solid wood sheathing and full waterproofing layer, such as a built-up roof or single-ply membrane. The roof

CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2022-13 ROOF REPAIRS AT CITY HALL AND POLICE DEPARTMENT

September 19, 2023

Page 2 of 3

underlayment provides a smooth, even surface to layer the clay tile roofing materials, which decreases the chance of the elements damaging the roof structure.

The NIB was published on July 28, 2023, in a newspaper of general circulation. The contract specifications were posted in the City's website and redistributed by several electronic media outlets that post the bid package on e-bid boards. A bid opening was held on August 30, 2023, where the City Clerk opened and read four (4) bids. The following is the ranking of bids commencing from the lowest bid:

Bidder (lowest bid first)	Total Bid
* Best Contracting Services, Inc.	\$1,551,042.00
Danny Letner, Inc. dba Letner Roofing Co.	\$1,890,000.00
AME Builders, Inc.	\$2,219,420.00
JT Construction Group, Inc.	\$2,385,793.73

* Best Contracting Services, Inc. was mathematically the apparent low bidder, though Best Contracting Services, Inc, submitted a withdrawal letter (Attachment 1) stating that a clerical error was made in the bid submittal package.

The bid analysis was conducted to ensure that the most responsive, responsible bid met all state and local requirements. Based on the investigation, the staff's recommendation is to award Danny Letner, Inc. dba Letner Roofing Company the contract agreement (Attachment 2). Bid results are included in Attachment 3 and remaining bid proposals are available in the City Clerk's Office for review.

LEGAL REQUIREMENT

The City adhered to Public Contract Code sections 20161 and 20162, which mandates California public works projects to be competitively bid. The public works competitive bidding laws are intended to eliminate favoritism, fraud, and corruption in the awarding of public contracts.

The project also adheres to the latest edition of the California Building Code, Title 24, Part 2 (Volumes 1 & 2) with all applicable supplements, Chapter 15 Roof Assemblies and Rooftop Structures.

The construction contract agreement conforms with all applicable Federal, State, local and public contracting codes and consents to the proper execution by the City Manager. The City Clerk's Office will release the bid bonds for all construction firms that were not selected after approval from the City Council.

FISCAL IMPACT/FINANCING

Staff recommends awarding the contract to Danny Letner, Inc. dba Letner Roofing Company for the construction of the Project as the lowest responsive, responsible bidder for a not-to-exceed amount of \$1,890,000; approval of construction contingency and incidentals (change orders) for a not-to-exceed amount of \$850,000; and ultimate

**CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT
FOR CIP 2022-13 ROOF REPAIRS AT CITY HALL AND POLICE DEPARTMENT**

September 19, 2023

Page 3 of 3

approval of a total project cost of \$2,173.000 payable from ARPA funds. The City Manager is granted the authority to approve any and all negotiated construction change orders in good faith.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. Best Contracting Withdrawal Bid
2. Danny Letner, Inc. dba Letner Roofing Company Contract
3. Roof Repairs Bid Results

ATTACHMENT "A"



BEST CONTRACTING SERVICES, INC.

September 5, 2023

Via Email to: croldan@hpc.ca.gov
And GSO Tracking #: **560066400**

City of Huntington Park
Attn: Cesar Roldan
6550 Miles Avenue
Huntington Park, CA 90255

Project Title: City Hall and Police Department Roof Repairs Project CIP 2022-13

Subject: Letter of Withdrawal of Our Pricing

Dear Mr. Roldan:

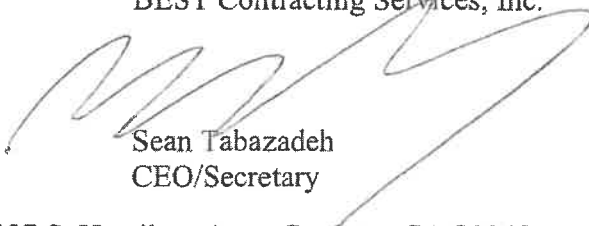
Please be advised that upon review of our bid submitted for the above referenced project, we discovered a significant clerical error in the preparation of the bid documents which rendered our pricing incorrect.

It is therefore my unpleasant task to inform you that BEST Contracting Services, Inc, does hereby regretfully withdraw its bid submitted for the above referenced Project.

On behalf of BEST Contracting Services, Inc., please accept our sincere apologies for any inconvenience that this may have caused.

Respectfully Submitted,

BEST Contracting Services, Inc.


Sean Tabazadeh
CEO/Secretary

19027 S. Hamilton Ave., Gardena, CA 90248

tel: (310) 328-6969 Fax: (310) 328-9176

www.bestcontracting.com info@bestcontracting.com

An Equal Opportunity Employer

GSA Approved Contractor

ATTACHMENT "B"



**CONTRACTOR SERVICES AGREEMENT
CIP 2022-13 ROOF REPAIRS AT CITY HALL AND POLICE DEPARTMENT**

THIS CONTRACTOR SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of **September 2023** (hereinafter, the "Effective Date"), by and between the **CITY OF HUNTINGTON PARK**, a municipal corporation ("CITY") and **Danny Letner, Inc. dba Letner Roofing Company**. (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** This Agreement is approved as of **September 19, 2023**. The contract period for this project is **one hundred (100) working days** from the effective date of the Notice-to-Proceed to be issued by the City. **Actual working days include a seven-day work week; weekends (Saturday and Sunday)**. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 **COMPENSATION:**
 - A. CONTRACTOR shall perform the various services and tasks set forth in the **Scope of Services Exhibit "A"**.
 - B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of **\$1,890,000** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Public Works. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the

Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within **thirty (30) calendar days** of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within **forty-five (45) calendar day** of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and Director of Public Works (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates **Dennis Olson, President**, or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;

- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY'S acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONTRACTOR'S profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY'S willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY'S prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S

competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUBCONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by CONTRACTOR or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property

damage, operations, products and completed operations, and CONTRACTOR dual liability.

- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY'S elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY'S ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY'S financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY'S written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY'S choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY'S intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY'S written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY'S ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of CITY'S issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY'S employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY'S employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY'S issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of

CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY'S discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY'S failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY'S intent to suspend CONTRACTOR'S performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY'S ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY'S exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY'S name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Danny Letner, Inc. dba Letner Roofing Co.
1490 N. Glassell Street
Orange, CA 92867
Dennis Olson, President
Phone: (714) 633-0030

CITY:

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attn: Ricardo Reyes, City Manager
Phone: (323) 582-6161

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not SUB-CONTRACTOR any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. SUB-CONTRACTORS (including without limitation SUB-CONTRACTORS with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, 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 member, 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.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and

assigns of the Parties.

- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart(s) shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

**DANNY LETNER, INC. DBA LETNER
ROOFING CO.:**

By: Ricardo Reyes
City Manager

By: Dennis Olson
President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: City Attorney

Date: _____

EXHIBIT "A"

SCOPE OF WORK

DANNY LETNER, INC. DBA LETNER ROOFING CO.

**ROOF REPLACEMENT PROJECT FOR
CITY HALL AND POLICE DEPARTMENT**

IN THE CITY OF HUNTINGTON PARK

BID PROPOSAL

BID PROPOSAL INSTRUCTIONS

FOR

**ROOF REPLACEMENT PROJECT FOR
CITY HALL AND POLICE DEPARTMENT**

IN THE CITY OF HUNTINGTON PARK

TO THE CITY OF HUNTINGTON PARK, as CITY

In accordance with AGENCY's Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and contract documents therefor and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal. This bid may not be withdrawn within a period of sixty (60) days after the date of its proper opening by the City.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER's default in executing the required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

BID PROPOSAL

FOR

**ROOF REPLACEMENT PROJECT FOR
CITY HALL AND POLICE DEPARTMENT**

IN THE CITY OF HUNTINGTON PARK

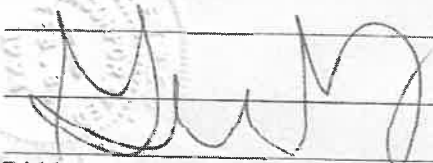
The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Specifications and read the accompanying Instructions to Bidders, and hereby proposes to do all the work in accordance with said Specifications for the amounts set forth below.

Construct improvements as reiterated above, located in the City of HUNTINGTON PARK, California, in accordance with the specifications for the unit price set forth in the following items:

BASE BID SCHEDULE					
Item	Description	Qty	Unit	Unit Price	Total Price
General Bid Items					
1	Mobilization/Demobilization. Not to Exceed 3% of Total Bid.	LS	LS	LS	\$50,000.00
2	Remove existing clay tile roof with existing underlayment and expose framing.	48,300	SF	\$5.42	\$262,000.00
3	Haul away and dispose of clay tiles not suitable for reuse.	24,150	SF	\$1.00	\$24,150.00
4	Furnish and install solid sheathing per latest Building Codes and approved by engineer of record.	48,300	SF	\$2.48	\$120,000.00
4	Furnish and install new clay tile roof per latest Building Codes.	24,150	SF	\$22.90	\$553,000.00
5	Furnish and install 2 layers of synthetic underlayment per latest Building Codes.	48,300	SF	\$0.83	\$40,600.00
6	Re-install clay tile inspected and approved for reuse by City Building Inspector. Work to be done per latest Building Codes.	24,150	SF	\$22.90	\$553,000.00
7	Remove existing flat roof and install torch down new flat roof per latest Building Codes.	3,100	SF	\$20.71	\$64,200.00

BASE BID SCHEDULE					
Item	Description	Qty	Unit	Unit Price	Total Price
8	Remove all existing fascia boards, roof gutters and downspouts for all 4 area buildings.	LS	LS	LS	\$37,600.00
9	Furnish and install fascia board per latest Building Codes, with color to match existing building.	1,820	LF	\$21.40	\$39,000.00
10	Furnish and install roof gutters per latest Building Codes with color to match existing building.	1,900	LF	\$52.60	\$100,000.00
11	Furnish and install per latest Building Codes. down drains with color to match existing building.	600	LF	\$8.33	\$5,000.00
12	Replace deteriorated wood slats on roof rafters per latest Building Codes and Building Inspector's recommendation.	300	LF	\$84.00	\$25,200.00
13	AQMD and all other applicable permitting.	LS	LS	LS	\$16,850.00
Total					\$1,890,000.00

TOTAL BID AMOUNT IN WORDS:


ONE MILLION EIGHT HUNDRED
NINETY THOUSAND Dollars

Bidder's Signature

German Gonzalez, Assistant Vice President
Title

Danny Letner, Inc. dba Letner Roofing Company
 Company Name

IMPORTANT INSTRUCTIONS TO CONTRACTOR/BIDDER

1. Contractor must obtain a City issued business license and building permit.
 - a. CalRecycle mandates construction and demolition (C&D) projects to recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous C&D debris generated during the project.
 - b. Contractor to obtain a C&D application from the building division.
2. South Coast AQMD Rule 1403 requires an electronic Notification to be submitted to the South Coast AQMD 10 working days (or 14 calendar days) prior to any demolition or removal of more than 100 square feet of intact (not damaged) asbestos containing material greater than 1% asbestos.
 - a. City requires you to apply for a permit to conduct asbestos removal, renovation or demolition.
 - b. California Health and Safety Code 19827.5 prohibits cities from issuing demolition permits until you provide the city with a copy of the demolition notification that you submitted to the South Coast AQMD.
3. Only asbestos removal contractors listed at The Cal/OSHA Asbestos Registration are allowed to remove asbestos in the State of California, except where exempt under California Labor Code 6501.5.
4. Contractor to remove roof tiles and store them in an accessible location for City Building Inspector to inspect condition of removed tiles, and make a determination if they could be re-used and re-installed on the roof.
5. Once roof clay tiles and existing underlayment is removed (if any), City Building Inspector to inspect all roof framing and structural elements, and identify those to be replaced. City Building Inspector to provide a written list to Contractor to include all structural elements to be replaced.
6. Once Contractor makes all replacements and repairs to the structural elements, then City Building Inspector to inspect those elements and provide written approval.
7. City Building Inspector to inspect and approve placement of underlayment prior to installation of clay tiles
8. Final written approval by the Building and Public Works department is required.

BID PROPOSAL (CONT.)

FOR

**ROOF REPLACEMENT PROJECT FOR
CITY HALL AND POLICE DEPARTMENT**

IN THE CITY OF HUNTINGTON PARK

ACKNOWLEDGEMENT

**BIDDER HAS VISITED
PROJECT SITE**

We Danny Letner, Inc. dba Letner Roofing Company (Contractor's name) hereby certify that we visited the project site and that we are familiar with the project scope and field conditions.

By: 

Contractor Representative Signature

Date: 08/30/2023

German Gonzalez, Assistant Vice President
Print Name / Title

This form must be signed and attached to the bid.

2022 COMPLETED JOBS

PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
TO	6695	05/01/22	McCARTHY BUILDING COMPANY	SOUTH BAY UPG EMER GEN SYS EQUIP MR - MAKE READY	25825 VERMONT AVENUE	HARBOR CITY	90710	\$ 12,530.00
PB	6695S	05/01/22	McCARTHY BUILDING COMPANY	SOUTH BAY UPG EMER GEN SYS EQUIP MR - MAKE READY	25825 VERMONT AVENUE	HARBOR CITY	90710	\$ 2,986.00
PD	6749	05/23/22	KAISER FOUNDATION HEALTH PLAN	DWSA 2021 PM - CERRITOS MOB	10820 183RD AVENUE	CERRITOS	90703	\$ 16,800.00
PD	6739	05/24/22	KAISER FOUNDATION HEALTH PLAN	SLAC 2021 PM 1515 VERMONT ROOFING	1515 N. VERMONT AVENUE	LOS ANGELES	90027	\$ 627,469.36
SJ	6509S	05/24/22	TURNER CONSTRUCTION	WELLS FARGO ATRIUM PROJECT	330S. HOPE STREET	LOS ANGELES	90071	\$ 777,537.00
PD	6711	05/24/22	KAISER FOUNDATION HEALTH PLAN	SFNT 2017 MLF OMC HOSPITAL INFILL 5th FL	2295 SOUTH VINEYARD	ONTARIO		\$ 42,378.31
PD	6794	06/03/22	KAISER FOUNDATION HEALTH PLAN	WHD UPGRADE TR/TER ROOMS WHMC	5601 DE SOTO AVENUE	WOODLAND HILLS	91367	\$ 15,400.00
JSC	6723	06/06/22	A.O. REED & CO.	KAISER MORENO VALLEY INPATIENT PHARM	27300 IRIS AVENUE	MORENO VALLEY	92555	\$ 16,872.00
LC	6687	06/06/22	CHAPMAN UNIVERSITY	CHAPMAN ARGYROS NORTH PATIO WP	ONE UNIVERSITY DRIVE	ORANGE	92866	\$ 370,539.00
PD	6754	06/06/22	KAISER FOUNDATION HEALTH PLAN	SRIV 2019 PM MRV HEACOCK ELEVATOR	12815 HEACOCK STREET	MORENO VALLEY	92555	\$ 5,354.00
JR	6450	06/08/22	TURNER CONSTRUCTION	LB MEMORIAL SEISMIC UPGRADE	2801 ATLANTIC AVENUE	LONG BEACH	90806	\$ 22,000.00
PD	6792	06/08/22	THE WHITING TURNER	KP RIVERSIDE CAMPUS GC MOB	10800 MAGNOLIA AVENUE	RIVERSIDE	92505	\$ 14,854.00
JRA	6802	06/08/22	COMPASS SERVICES	MOBIL GAS STATION OCEANSIDE	477 HARBOR ROAD	OCEANSIDE	92054	\$ 65,660.00
JR	6803	06/14/22	WPH HOLDINGS, LLC	WASHINGTON APARTMENTS SOLAR PROJECT	720 WASHINGTON BLVD	LOS ANGELES	90015	\$ 14,650.00
PD	6698	06/22/22	KAISER FOUNDATION HEALTH PLAN	SBSA 2019 PH MLF SSBC REPL ELECT PH EQUIP	25825 VERMONT AVENUE	HARBOR CITY	90710	\$ 8,790.00
OM	6811S	06/24/22	CBRE, INC	RUSH MOB	26600 CACTUS AVENUE	MORENO VALLEY	92555	\$ 24,200.00
PD	6766	06/28/22	RAWLINGS MECHANICAL CORPORATION	KAISER CORONA ELEVATOR T.I.	2055 KELLOGG AVENUE	CORONA		\$ 4,082.00
PD	6668	07/06/22	KAISER FOUNDATION HEALTH PLAN	SLAC 2019 PM P 4950 SUNSET PARTIAL ROOF	4950 W SUNSET BLVD	LOS ANGELES	90027	\$ 653,253.72
TO	6566	07/08/22	McCARTHY BUILDING COMPANY	SKECHERS OFFICES	330 S. SEPULVEDA BLVD	MANHATTAN BEACH	90266	\$ 495,475.00
SJ	6566S	07/08/22	McCARTHY BUILDING COMPANY	SKECHERS OFFICES	330 S. SEPULVEDA BLVD	MANHATTAN BEACH	90266	\$ 490,234.00

[illegible][illegible]

2022 COMPLETED JOBS

PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
MS	8601	1/3/2022	AMP UNITED LLC - CANCELLED	ALAMITOS TANK & REPAIR PROJECT	3627 EAST PACIFIC COAST HWY	LONG BEACH	92625	\$ -
JRA	8503	1/11/2022	TILDEN-COIL CONSTRUCTION	FREMONT ELEMENTARY SCHOOL HVAC	4000 4TH STREET	LONG BEACH	90814	\$ 148,769.95
SH	8433	1/20/2022	MILLER CONSTRUCTION	PACIFICA HIGH SCHOOL ATHLETICS FACILITY	6851 LAMPSON AVENUE	GARDEN GROVE	92845	\$ 397,000.00
JR	8621	1/21/2022	CONEJO VALLEY UNIFIED SCHOOL DISTRICT	WESTLAKE HIGH SCHOOL ROOFING	100 LAKEVIEW CANYON ROAD	THOUSAND OAKS	91362	\$ 93,900.00
JRA	8305	1/24/2022	SOUTH WHITTIER SCHOOL DISTRICT	LOMA VISTA ELEMENTARY SCHOOL	13463 MEYER ROAD	WHITTIER	90605	\$ 396,491.00
JSU	8522	1/25/2022	SWINERTON BUILDERS	UCR STUDENT SUCCESS CENTER	900 UNIVERSITY AVENUE	RIVERSIDE	92521	\$ 440,903.00
DA	8522S	1/25/2022	SWINERTON BUILDERS	UCR STUDENT SUCCESS CENTER	900 UNIVERSITY AVENUE	RIVERSIDE	92521	\$ 1,305,615.00
SHII	8555	1/31/2022	KEMP BROS CONSTRUCTION	RANCHO LOS AMIGOS RCC & RTP 16 BLDGS	7601 E. IMPERIAL HIGHWAY	DOWNEY	90242	\$ 351,544.00
DA	8521S	1/31/2022	MT SAN ANTONIO COLLEGE	MT SAC LOT S PARKING STRUCTURE PROJECT	1100 NORTH GRAND AVENUE	WALNUT	91789-1399	\$ 1,597,000.00
JR	8211	1/31/2022	ARMOND BAGHRAMIAN	SAN MIGUEL ELEMENTARY SCHOOL	9801 SAN MIGUEL	SOUTH GATE	90280	\$ 405,195.00
KF	8020	2/9/2022	McCARATHY BUILDING COMPANIES	LLUMC CTP	11234 ANDERSON STREET	LOMA LINDA	92354	\$ 3,179,607.00
PB	8020S	2/9/2022	McCARATHY BUILDING COMPANIES	LLUMC CTP	11234 ANDERSON STREET	LOMA LINDA	92354	\$ 170,140.00
SHII	8670	2/10/2022	VICTOR VALLEY COLLEGE	VVC GYM ROOF REPAIR	18422 BEAR VALLEY ROAD	VICTORVILLE	92395	\$ 14,200.00
GG	8606	2/10/2022	MAGNOLIA SCHOOL DISTRICT	MATTIE LOU MAXWELL SCHOOL	2613 W. ORANGE AVENUE	ANAHEIM	92804	\$ 536,520.00
SJ	8239S	2/10/2022	SUNDT CONSTRUCTION	CAL STATE POLY STUDENT HOUSING	3801 W. TEMPLE AVENUE	POMONA	91768	\$ 1,756,050.00
JRA	8250	2/14/2022	SANTA CLARITA/LUNDGREN	COC CANYON COUNTRY CAMPUS SCIENCE ELECT	26455 ROCKWELL CANYON ROAD	SANTA CLARITA	91335	\$ 574,000.00
DA	8250S	2/14/2022	SANTA CLARITA/LUNDGREN	COC CANYON COUNTRY CAMPUS SCIENCE ELECT	26455 ROCKWELL CANYON ROAD	SANTA CLARITA	91335	\$ 415,595.00
DA	8113S	02/15/22	BERNARDS	SMC - NEW STUDENT SERVICES BUILDING	1900 PICO BLVD	SANTA MONICA	90405	\$ 1,342,688.00
SJ	8284S	02/16/22	HENSEL PHELPS	UCI MIDDLE EARTH HOUSING EXPANSION	529 E.PELTASON DRIVE	IRVING	92617	\$ 850,514.00
JR	8579	2/16/2022	FREDRICK TOWER, INC	MACLAY MIDDLE SCHOOL ROOF REPAIR	12540 PIERCE STREET	PACOIMA	91331	\$ 22,062.00
JR	8580	2/23/2022	ALIGN BUILDERS, INC.	UCIMC B3 3RD FL CONVERT TO MED SURG	101 THE CITY DRIVE	ORANGE	92868	\$ 884,477.00
JRA	8605	2/23/2022	GARVEY SCHOOL DISTRICT	ROOFING AT VARIOUS SITES	VARIOUS SITES	ROSEMEAD	91770	\$ 100,000.00

2022 COMPLETED JOBS

PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
RO	4989	2/28/2022	MATT CONSTRUCTION CORP	ACADEMY MUSEUM OF MOTION PICTURES	6067 WILSHIRE BLVD	LOS ANGELES	90036	\$2,299,802.00
RO	8611	2/28/2022	HUNT CONSTRUCTION GROUP	LA MEMORIAL COLISEUM WATER STORAGE	3911 SOUTH FIGUEROA STREET	LOS ANGELES	90037	\$27,015.00
JR	8656	3/8/2022	ARGEER CONSTRUCTION, NC	LEFFINGWELL E.S. MODERNIZATION	10625 SANTA GERTRUDES AVENUE	WHITTIER	90603	\$14,320.00
SH	8502	3/15/2022	BEAUMONT USD	SUMMERWIND K-8 PROJECT	1020 POINSETTIA CIRCLE	CALIMESA	92320	\$1,756,723.00
JL	8502S	3/15/2022	BEAUMONT USD	SUMMERWIND K-8 PROJECT	1020 POINSETTIA CIRCLE	CALIMESA	92320	\$1,501,000.00
SH	8434	3/15/2022	MILLER CONSTRUCTION	LA QUINTA HIGH SCHOOL	10372 McFADDEN AVENUE	WESTMINSTER	92683	\$285,786.00
JR	8518	3/15/2022	ART CENTER COLLEGE OF DESIGN	ART CENTER COLLEGE ROOF IMPROVEMENTS	1700 STREET	PASADENA	91103	\$708,575.00
TO	8209	3/15/2022	BERNARDS	IVY STATION	8824 NATIONAL BLVD	CULVER CITY	90232	\$8,978,332.00
JR	8197	3/25/2022	S & W INVESTMENT / SAGE CONST / ARMOND	MACLAY MIDDLE SCHOOL DISTRICT	12450 PIERCE AVENUE	PACOIMA	91331	\$ 654,067.00
GG	8649	3/31/2022	COAST COMMUNITY COLLEGE DISTRICT	OCC CHILDRENS CENTER ROOF REPAIR	2701 FAIRVIEW ROAD	COSTA MESA	92626	\$ 65,000.00
GG	8584	3/31/2022	ARCHIBALD SHEETMETAL	K-8 STEAM ACADEMY BLDG A & c	35780 ABELIA STREET	WINCHESTER	92596	\$ 186,071.99
JR	8456	4/8/2022	TECHNION CONTRACTORS TCI, INC	MANHATTAN E.S. ACCESSIBLE PASSENGER	1850 W. 96TH STREET	LOS ANGELES	90047	\$ 77,703.17
JSC	8453	4/11/2022	CUCAMONGA SCHOOL DISTRICT	RANCHO CUCAMONGA M.S. BLDG	10022 FERON BLVD	RANCHO CUCAMONGA	91730	\$ 563,700.00
JL	8453S	4/11/2022	CUCAMONGA SCHOOL DISTRICT	RANCHO CUCAMONGA M.S. BLDG	10022 FERON BLVD	RANCHO CUCAMONGA	91730	\$ 510,365.65
SH	8501	4/22/2022	TECHNICAL ASSURANCE, INC	LLNL 19-4 ROOF REPLACEMENT	7000 EAST AVENUE	LIVERMORE	94550	\$ 3,807,566.00
GG	8440	05/01/22	MORENO VALLEY USD	CANYON SPRINGS HS NEW CLASSROOM	23100 COUGAR CANYON ROAD	MORENO VALLEY	92557	\$ 507,415.12
JL	8440S	05/01/22	MORENO VALLEY USD	CANYON SPRINGS HS NEW CLASSROOM	23100 COUGAR CANYON ROAD	MORENO VALLEY	92557	\$ 244,000.00
JSU	8549	5/1/2022	McCARATHY BUILDING COMPANIES	ADVANCED TECHNOLOGY AND APP SCIENCE 101	28000 MARGUERITE PARKWAY	MISSION VIEJO	92692	\$ 707,437.00
JSU	8550	5/1/2022	McCARATHY BUILDING COMPANIES	SOCCEED SADDLEBACK COLLEGE ATAS BLDG 105	28000 MARGUERITE PARKWAY	MISSION VIEJO	92692	\$ 88,841.00
JL	8438S	5/1/2022	MORENO VALLEY USD	MORENO VALLEY H.S. PERFORMANCE ARTS	23300 COTTONWOOD AVENUE	MORENO VALLEY	92553	\$ 306,444.00
TO	8495	5/1/2022	McCARATHY BUILDING COMPANIES	CSULA STUDENT HOUSING EAST BLDG 53	5151 STATE UNIVERSITY DRIVE	LOS ANGELES	90032	\$ 1,496,350.36
SJ	8495S	5/1/2022	McCARATHY BUILDING COMPANIES	CSULA STUDENT HOUSING EAST BLDG 53	5151 STATE UNIVERSITY DRIVE	LOS ANGELES	90032	\$ 1,597,309.50

2022 COMPLETED JOBS

PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
JR	8652	5/24/2022	SAN GABRIEL USD	WASHINGTON E.S. ROOFING	300 N. SAN MARINO AVENUE	SAN GABRIEL	91775	\$ 252,974.00
GG	8540	5/31/2022	CHINO VALLEY USD	CANYON HILLS JHS/TOWNSEND JHS	2500 MADRUGADA DR/15359 ILEX DR	CHINO HILLS	91709	\$ 176,118.00
JL	8540S	5/31/2022	CHINO VALLEY USD	CANYON HILLS JHS/TOWNSEND JHS	2500 MADRUGADA DR/15359 ILEX DR	CHINO HILLS	91709	\$ 40,000.00
GG	8451	5/31/2022	BALFOUR BEATTY CONSTRUCTION	ROOSEVELT E.S. AESD	1600 E. VERMONT AVENUE	ANAHEIM	92805	\$ 888,255.00
DA	8451S	5/31/2022	BALFOUR BEATTY CONSTRUCTION	ROOSEVELT E.S. AESD	1600 E. VERMONT AVENUE	ANAHEIM	92805	\$ 363,607.00
GG	8486	6/1/2022	RIVERSIDE USD	JACKSON ES ADDITION & ALTERATION	4585 JACKSON STREET	RIVERSIDE	92503	\$ 1,204,879.00
JSU	8265	6/6/2022	USS CAL BUILDERS, INC	HOUGHTON PARK COMMUNITY CENTER	6301 MYRTLE AVENUE	LONG BEACH	90805	\$ 137,500.00
DA	8265S	6/6/2022	USS CAL BUILDERS, INC	HOUGHTON PARK COMMUNITY CENTER	6301 MYRTLE AVENUE	LONG BEACH	90805	\$ 117,151.00
JR	8406	6/6/2022	CONSTRUCT 1 ONE, CORP	SMITH ELEMENTARY SCHOOL MOD PHASE 1	770 17TH STREET	HUNTINGTON BEACH	92648	\$ 949,781.00
JR	8603	6/14/2022	EAST WHITTIER CITY SCHOOL DISTRICT	LEFFINGWELL ELEMENTARY SCHOOL	10625 SANTA GERTRUDES AVENUE	WHITTIER	90603	\$940,112.00
JR	8223	6/14/2022	ANGELES CONTRACTOR	STAUFFER MIDDLE SCHOOL MOD	11985 OLD RIVER SCHOOL ROAD	DOWNEY	90242	\$ 1,040,520.20
LC	8619	6/23/2022	HAMILTON CONSTRUCTION	TMC & JWS STAGE PROJECT	3450 WATT WAY	LOS ANGELES	90007	\$ 124,358.00
TO	8597	6/23/2022	McCARTHY BUILDING COMPANIES	SAN BERNARDINO COUNTY BLDG 323	323 WEST COURT STREET	SAN BERNARDINO	92415	\$ 344,948.00
GG	8593	06/24/22	CITY OF TWENTY NINE PALMS	PHOENIX COMMUNITY CETNER PROJECT	6547 & 6533 YUCCA AVENUE	TWENTY NINE PALMS	92277	\$ 423,800.00
JSU	8561	6/24/2022	COAST COMMUNITY COLLEGE DISTRICT	COASTLINE COMMUNITY COLLEGE STUDENT SERV	11460 WARNER AVENUE	FOUNTAIN VALLEY	92708	\$ 450,999.00
JL	8561S	6/24/2022	COAST COMMUNITY COLLEGE DISTRICT	COASTLINE COMMUNITY COLLEGE STUDENT SERV	11460 WARNER AVENUE	FOUNTAIN VALLEY	92708	\$ 564,383.00
MS	8658	6/29/2022	HOUSING AUTHORITY OF THE CITY OF LA	ROOF REST OF GYM BLDG JORDAN DOWNS	9800 GRAPE STREET	LOS ANGELES	90002	\$ 114,500.00
JSC	8634	7/5/2022	MEADOWS MECHANICAL	CSULBN NGAI ALUMNI CENTER	1250 BELLFLOWER BLVD	LONG BEACH	90840	\$ 37,350.00
GG	8699	7/11/2022	PRIDE INDUSTRIES	64-E1 SANTA ANA COURTHOUSE ROOFING PROJECT	601 WEST SANTA ANA BLVD	SANTA ANA		\$ 727,728.00
SHH	8630	7/12/2022	WOODCLIFF CORPORATION	HAYDEN & MEAIRS E.S. MOD INTERM HOUSING	14782 EDEN ST/8441 TRASK AVE	MIDWAY CITY/GARDEN GROVE		\$ 1,362,223.86
JSC	8566	7/13/2022	THE PENTA GROUP	CSULB NGAI ALUMNI CENTER PROJECT	1250 BELLFLOWER BLVD	LONG BEACH	90840	\$ 120,843.12
LC	8443	7/28/2022	FLATIRON WEST	REDLANDS PASSENGER RAIL	SAN BERNARDINO & REDLANDS	SAN BERNARDINO		\$ 150,135.00

2021 COMPLETED JOBS

PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
JSC	6636	01/15/21	THE PENTA BUILDING GROUP - CANCELLED	SAN MANUEL 2020 CAPEX				
TO	6671	01/18/21	DICKINSON CAMERON	FLEMING'S PRIME STEAKHOUSE TI WORK	1050 WEST KATELLA AVENUE	ANAHEIM	92802	\$ 11,550.00
RO	6658	01/21/21	CONDOR, INC.	NEW CENTURY PLAZA SCULPTURE WATER FEATURE	2025 AVENUE OF THE STARS	LOS ANGELES	90067	\$ 33,750.00
TO	6479	01/25/21	HEALTHCARE DESIGN & CONSTRUCTION	C-33217 SJMC MRI PLANTERS	101 LAGUNA ROAD	FULLERTON	92831	\$ 18,600.00
SJ	6470S	7/24/2020 02/01/2021	McCARATHY BUILDING COMPANIES	PROVIDENCE TARZANA MD CENTER REIMAGINED	18321 CLARK STREET	TARZANA	91356	\$ 174,970.00
DA	6548S	02/01/21	SWINERTON BUILDERS	RADISSON HOTEL - ANAHEIM	1601 S. ANAHEIM BLVD	ANAHEIM	92805	\$ 2,127,724.64
JSU	6552	02/03/21	SWINERTON BUILDERS	RADISSON HOTEL - ANAHEIM - ROOFING	1601 S. ANAHEIM BLVD	ANAHEIM	92805	\$ 607,013.72
PD	6539	02/09/21	JOHN MANVILLE	KAISER ANAHEIM - BLISTER REPAIR	3460 E. LA PALMA AVENUE	ANAHEIM	92806	\$ 56,866.10
RO	6501	02/09/21	McCARATHY BUILDING COMPANY	WATER'S EDGE III PROJECT	LOCATED CORNER JEFFERSON & LINCOLN	LOS ANGELES		\$ 1,108,893.00
DA	6501S	02/09/21	McCARATHY BUILDING COMPANY	WATER'S EDGE III PROJECT	LOCATED CORNER JEFFERSON & LINCOLN	LOS ANGELES		\$ 3,226,392.00
RO	6350	02/28/21	MATT CONSTRUCTION	CENTER OF EARLY EDUCATION	563 N. ALFRED STREET	WEST HOLLYWOOD	90048	\$ 1,697,030.00
PB	6350S	2/28/2021	MATT CONSTRUCTION	CENTER OF EARLY EDUCATION	563 N. ALFRED STREET	WEST HOLLYWOOD	90048	\$1,083,985.00
PD/LC	6635	2/28/2021	H&H RETAIL OWNER, LLC	DOLBY THEATER ROOF MAINTENANCE & REPAIRS	6801 HOLLY WOOD BLVD	LOS ANGELES	90010	\$ 91,400.00
PD	6639	3/8/2021	KAISER FOUNDATION HEALTH PLAN	SFNT 2018 REMODEL FMC MOB 3 MRI UPGRADE	9961 SIERRA AVENUE	FONTANA		\$ 15,000.00
RO	6594	03/10/21	MATT CONSTRUCTION	LOYOLA HIGH SCHOOL XAVIER HALL	1901 VENICE BLVD	LOS ANGELES	90006	\$ 534,290.00
RO	6513	03/16/21	MORLEY CONSTRUCTION/BENCHMARK	HBO-8777 WASHINGTON PROJECT	8777 WASHINGTON	CULVER CITY	90232	\$ 1,406,092.00
PD	6679	03/26/21	KAISER FOUNDATION HEALTH PLAN	SQCC 2019 PM IMC UPGRADE HALF OF COOLING	6660 ALTON PARKWAY	IRVINE		\$ 7,925.00
PD	6675	3/31/2021	SWINERTON BUILDERS	KAISER BP INFRASTRUCTURE GRS	1011 BALDWIN PARK BLVD	BALDWIN PARK	91706	\$ 7,600.00
RO	6645	4/30/2021	MATT CONSTRUCTION	PORCUPINE CREEK VILLAS 7&8 AND FITNESS PAVILION	42765 DUNES VIEW ROAD	RANCHO MIRAGE	92270	\$ 348,388.00
PB	6645S	4/30/2021	MATT CONSTRUCTION	PORCUPINE CREEK VILLAS 7&8 AND FITNESS PAVILION	42765 DUNES VIEW ROAD	RANCHO MIRAGE	92270	\$ 137,434.00

2021 COMPLETED JOBS

PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
RO	6648	05/12/21	HOWARD BUILDING CORP	NETFLIX EPIC PROJECT	5901 SUNSET BLVD	HOLLYWOOD	90028	\$ 23,874.00
KF	6531	05/13/21	McCARTHY BUILDING COMPANY	KAISER WOODLAND HILLS I7014 ROOF REPLACEMENT	5601 DE SOTO AVENUE	WOODLAND HILLS	91367	\$ 1,025,029.00
JSC	6665	05/31/21	A.O. REED & CO	KAISER MORENO VALLEY ONCOLOGY PHARMACY	27300 IRIS AVENUE	MORENO VALLEY	92555	\$ 34,717.00
RO	6543	06/04/21	CP CONSTRUCTION WEST, INC.	CUMULUS TOWER	3321 S. LA CIENEGA BLVD	LOS ANGELES	90016	\$ 1,499,783.00
PB	6543S	06/04/21	CP CONSTRUCTION WEST, INC.	CUMULUS TOWER	3321 S. LA CIENEGA BLVD	LOS ANGELES	90016	\$ 1,335,664.50
PD	6607	06/09/21	DPR CONSTRUCTION	CORE SITE LA 3 DATA CENTER	920 N. ALAMEDA	LOS ANGELES	90012	\$ 258,742.00
PD	6515	06/09/21	DPR CONSTRUCTION	CORE SITE NEW DATA CTR BLDGS LA -3	920 N. ALAMEDA	LOS ANGELES	90012	\$ 886,440.00
RO	6489	06/16/21	MATT CONSTRUCTION	EL RANCHO ESCONDIDO PHASE 2	1 EL RANCHO ESCONDIDO ROAD	SANTA CATALINA	90704	\$ 1,398,929.00
PB	6489S	06/16/21	MATT CONSTRUCTION	EL RANCHO ESCONDIDO PHASE 2	1 EL RANCHO ESCONDIDO ROAD	SANTA CATALINA	90704	\$ 1,048,532.46
SH	6395	07/01/21	DPR CONSTRUCTION-CANCELLED	ELS ATRIUM EXPANSION	ONE EDWARDS WAY	IRVINE	92614	\$ -
JSU	6577	07/01/21	GEORGE C., HOPKINS	MACARTHUR EAST PROJECT	607 PARK VIEW STREET	LOS ANGELES	90057	\$ 16,748.00
TO	6673	07/01/21	GcX, LLC	WARNER MEDIA @ IVY STATION	8900 VENICE BLVD	LOS ANGELES	90232	\$ 28,278.00
RO	6697	07/19/21	HOWARD BUILDING CORP	NETFLIX EPIC POST PROJECT	5901 SUNSET BLVD	HOLLYWOOD	90028	\$ 2,080.00
JR	6431	07/28/21	RUDOLPH AND SLETTEN, INC	CSMC MDN THE ANGELES CLINIC	11800 WILSHIRE BLVD	LOS ANGELES	90025	\$ 329,190.00
JR	6612	08/30/21	2221 PARK PLACE PARTNERS	2221 PARK PLACE PROJECT	2221 PARK PLACE	EL SEGUNDO	90245	\$ 670,964.00
JSC	6705	08/31/21	B.FOSTER CONSTRUCTION	LWV ROOF REPAIRS	VARIOUS BLDGS	LAGUNA WOODS		\$ 41,785.59
PD/LC	6640	08/31/21	BOWE CONTRACTORS, INC	SW CARPENTERS HALL TENANT IMPROVEMENTS	6147 RIVER CREST DRIVE	RIVERSIDE	92507	\$ 518,206.00
RO	6685	08/31/21	TERRA NOVA INDUSTRIES, INC.	MUSEUM RESTAURANT (AMMP)	6067 WILSHIRE BLVD 5TH FLOOR	LOS ANGELES	90036	\$ 73,000.00
JL	6714S	10/01/21	DPR CONSTRUCTION	CAPSIDA GTF PROJECT	1300 RANCHO CONEJO	NEWBURY PARK	91320	\$ 10,939.00
RO	6738	10/01/21	CALIFORNIA SOLAR INTEGRATORS	ONE WESRTSIDE REPAIR SOLAR STANCHION	10800 WEST PICO BLVD	LOS ANGELES	90064	\$ 18,150.00

2021 COMPLETED JOBS

PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
RO	6734	10/01/21	MATT CONSTRUCTION	HERALD EXAMINER PHASE 2	1111 S. BROADWAY	LOS ANGELES	90015	\$ 10,444.00
PD	6657	10/01/21	KAISER FOUNDATION HEALTH PLAN	SRIV 2020 PM TM CORNICE UPGRADE	27309 MADISON AVENUE	TEMECULA		\$ 34,367.00
TO	6463	10/01/21	MCCARTHY BUILDING COMPANY	KAISER WOODLAND HILLS 10086 ED-OR	5601 DE SOTO AVENUE	WOODLAND HILLS	91367	\$ 904,902.00
SJ	6463S	10/01/21	MCCARTHY BUILDING COMPANY	KAISER WOODLAND HILLS 10086 ED-OR	5601 DE SOTO AVENUE	WOODLAND HILLS	91367	\$ 1,873,057.00
TO	6703	11/01/21	BOGART CONSTRUCTION	BLOSSOM CAFÉ-ANAHEIM	1020 W. KATELLA AVENUE	ANAHEIM	92802	\$ 4,600.00
PD	6745	11/01/21	GRAYCON, INC	KAISER RIVERSIDE DECOMMISSIONING	10689 MAGNOLIA AVENUE	RIVERSIDE	92505	\$ 3,800.00
TO	6590	11/01/21	MORTENSON	CITIZENM DTLA HOTEL	361 SOUTH SPRING STREET	LOS ANGELES	90013	\$ 453,596.00
SJ	6590S	11/01/21	MORTENSON	CITIZENM DTLA HOTEL	361 SOUTH SPRING STREET	LOS ANGELES	90013	\$ 2,211,374.00
LC	6720	11/01/21	DISNEYLAND RESORT	OUTDOOR VENDING BLDG 221	1313 SOUTH HARBOR BLVD	ANAHEIM	92803	\$ 94,975.00
LC	6721	11/01/21	DISNEYLAND RESORT	BOARDWALK PIZZA & PASTA ROOF 342	1313 SOUTH HARBOR BLVD	ANAHEIM	92803	\$ 37,000.00
LC	6722	11/01/21	SWINERTON BUILDERS	PARADISE GARDEN GRILL ROOF 230	1313 SOUTH HARBOR BLVD	ANAHEIM	92803	\$ 71,720.00
PD	6656	11/10/21	KAISER FOUNDATION HEALTH PLAN	SOCC 2018 MLK KM2 2ND FL CONSTRUCT NEW IR LAB	3430 E. LA PALMA	ANAHEIM		\$ 6,115.01
RO	6575	11/12/21	MATT CONSTRUCTION	WBT EVENTS AND PROGRAM BUILDING	3643 WILSHIRE BLVD	LOS ANGELES	90010	\$ 702,553.00
LC	6727	11/12/21	DISNEYLAND RESORT	MONSTERS INC. ROOF PROJECT	1313 SOUTH HARBOR BLVD	ANAHEIM	92803	\$ 265,211.00
PD	6682	11/18/21	GRAYCON, INC	KAISER MORENO VALLEY AHU#5 REPLACE	27300 IRIS AVENUE	MORENO VALLEY	92555	\$ 19,000.00
LC	6676	11/19/21	BUILD GROUP	136 EL CAMINO BLDG RENOVATION PROJECT	136 EL CAMINO DRIVE	BEVERLY HILLS	90212	\$ 215,900.00
LC	6670C	11/23/21	DPR CONSTRUCTION	AREE 1280 RANCHO CONEJO - CO EXTRA WORK	1280 RANCHO CONEJO	NEWBURY PARK	91320	\$ 45,385.00
PD/LC	6644	11/24/21	MAYFIELD SENIOR SCHOOL	MAYFIELD SENIOR SCHOOL ROOFING PROJECT	500 BELLEFOUNTAINE STREET	PASADENA	91105	\$ 79,737.00
PD	6744	11/30/21	MATA CONSTRUCTION SERVICES	21-105 ALFA TECH OFFICE	421 E HUNTINGTON DRIVE	MONROVIA	91016	\$ 7,400.00
PD	6746	11/30/21	THE WHITING-TURNER CONTRACTING	CORESIT E LA3 - PHASE 2	200 BAUCHET STREET	LOS ANGELES	90025	\$ 7,798.00

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PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
PD	6707	12/21/21	UNIVERSITY MECHANICAL	KAISER ORCHARD MOB UPGRADE CHILL WATER	9449 IMPERIAL HIGHWAY	DOWNEY	90242	\$ 17,900.00
TO	6677	12/27/21	ELLIS CONTRACTING, INC.	ETTA ROOF PATCHING	8801 WASHINGTON BLVD STE 100	CULVER CITY	90232	\$ 10,320.00
RO	6624	12/27/21	CONDOR, INC.	NEW CENTURY PLAZA CONDO TOWER PERMIT 3	2025 AVENUE OF THE STARS	LOS ANGELES	90067	\$ 56,250.00
LC	6664	12/27/21	DAVID OKUN	3525 E 16TH STREET ROOF REPAIRS	3525 E 16TH STREET	LOS ANGELES	90023	\$ 26,300.00
PD	6712	12/28/21	McCARTHY BUILDING COMPANY	KAISER LAMC CONSTRUCTION	4867 SUNSET BLVD.	LOS ANGELES	90027	\$ 40,000.00
LC	6666	12/31/21	CHAPMAN UNIVERSITY	CHAPMAN LASTINGER STADIUM NEW TRAFF	ONE UNIVERSITY DRIVE	ORANGE	92866	\$ 552,857.00
LC	6724	12/31/21	CHAPMAN UNIVERSITY	TRAFFICE COATING LASTINGER POOL SEATING	ONE UNIVERSITY DRIVE	ORANGE	92866	\$ 195,264.00
PD	6650	12/31/21	SYSTECON	CORESITEL LA3 SV8 TPO ROOFING	920 N. ALAMEDA	LOS ANGELES	90012	\$ 55,800.00
PD	6651	12/31/21	KAISER FOUNDATION HEALTH PLAN	KP SREG 2020 CORONA MSCC HVAC RESTORATION	1840 CALIFORNIA	CORONA	92881	\$ 976,406.00
PD/LC	6652	12/31/21	TM ROOFS, INC	CONEXION BUILDING ROOFING PROJECT	300 E. MAGNOLIA BLVD	BURBANK	91502	\$ 95,016.00
LC	6662	12/31/21	KAISER FOUNDATION HEALTH PLAN	KP CORONA CC CANOPIES CAULKING REPLAC	1840 CALIFORNIA	CORONA	92881	\$ 35,300.00
PD	6663	12/31/21	KAISER FOUNDATION HEALTH PLAN	SREG 2019 PM SHL EAST CENTRAL AHU 4 RENEWAL	11666 SHERMAN WAY	NORHT HOLLYWOOD	91605	\$ 22,056.00
PD/LC	6667	12/31/21	MAYFIELD SENIOR SCHOOL	MAYFIELD SENIOR SCHOOL ROOFING PROJECT	500 BELLEFONTAINE STREET	PASADENA	91105	\$ 66,300.00
PD	6699	12/31/21	MARLBOROUGH SCHOOL	MARLBOROUGH SCHOOL ROOFING PROJECT	250 SOUTH ROSSMORE AVENUE	LOS ANGELES	90004	\$ 188,480.00
JRA	6672	12/31/21	RESMED, INC	RESMED ROOFING REPAIR PROJECT	9001 SPECTRUM CENTER BLVD	SAN DIEGO	92123	\$ 82,050.00
RO	6709	12/31/21	HACKMAN CAPITAL PARTNERS	THE CULVER STUDIOS SOUTH LOG VAULTS	9336 WEST WASHINGTON BLVD	CULVER CITY	90232	\$ 75,000.00

2021 COMPLETED JOBS

PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
SJ	8439S	1/11/2021	LAYTON CONSTRUCTION CO. LLC	LLUMC BULK #2 PROJECT	11330 ANDERSON STREET	LOMA LINDA	92354	\$ 17,830.00
GG	8537	1/13/2021	MURRIETA VALLEY USD	MURRIETA VALLEY HIGH SCHOOL	42200 NIGHTHAWK WAY	MURRIETA	92562	\$ 15,276.00
KF	8080	1/21/2021	CLARK CONSTRUCTION	LONG BEACH CIVIC CENTER PROJECT	NEW CONSTRUCTION	LONG BEACH		\$ 7,499,553.00
JRA	8467	2/3/2021	CORONA-NORCO USD	DISTRICT WIDE REPAIRS	VARIOUS SITES	NORCO	92860	\$ 29,342.00
PD	8554	2/5/2021	CITY OF MORENO VALLEY	RIVERSIDE COUNTY FIRE STATION #99	13400 MORRISON STREET	MORENO VALLEY	92555	\$ 22,680.00
JRA	8485	2/5/2021	TORRANCE REFINING CO.	TORRANCE REFINING(HINZIE BLDG ROOF)	3700 WEST 190TH STREET	TORRANCE	90504	\$ 59,200.00
GG	8457	2/8/2021	CHINO VALLEY USD	BRIGGS K-8 NEW SCIENCE LAB BUILDING	11880 ROSEWELL AVENUE	CHINO	91710	\$ 381,967.00
GG	8351	2/9/2021	CHINO VALLEY USD	AYALA HIGH SCHOOL NEW SCIENCE & LAB BUILDING	14255 PEYTON DRIVE	CHINO	91709	\$ 573,113.00
SH	8567	2/9/2021	GARDEN GROVE USD	HILL ELEMENTARY SCHOOL ROOFING	9681 11TH STREET	GARDEN GROVE	92844	\$ 69,641.00
JR	8504	2/10/2021	SAUGUS UNION SCHOOL DISTRICT	HIGHLAND ELEMENTARY SCHOOL	27332 CATAL AVENUE	SANTA CLARITA	91350	\$ 468,199.00
JL	8196S	2/18/2021	GROSSMONT-GUYAMAÇA COMM COLLEGE	GROSSMONT COLLEGE ARTS & COMM COMPLEX	8800 GROSSMONT COLLEGE DRIVE	EL CAJON	92020	\$ 1,232,242.00
DA	8255S	2/28/2021	TILDEN-COIL CONSTRUCTION	EL CAMINO COLLEGE-NATATORIUM & CLASSROOM	16007 CRENSHAW BLVD	TORRANCE	90506	\$ 433,333.91
JRA	8541	2/28/2021	RIVERSIDE USD	PACHAPPA-MONROE CRC ROOFING PROJECT	66200 RIVERSIDE AVE/8535 GARFIELD	RIVERSIDE	92504	\$ 162,700.00
SH	8491	2/28/2021	MILLER CONSTRUCTION	BROOKHURST ELEMENTARY HVAC PROJECT	9821 WILLIAM DALTON WAY	GARDEN GROVE	92841	\$ 404,532.00
SH	8492	2/28/2021	MILLER CONSTRUCTION	COOK ELEMENTARY HVAC PROJECT	9802 WOODBURY AVENUE	GARDEN GROVE	92844	\$ 47,000.00
JRA	8558	2/28/2021	TILDEN-COIL CONSTRUCTION	RUHS EMERGENCY DEPT CONVERSION	26520 CACTUS AVENUE	MORENO VALLEY	92555	\$ 194,331.00
JL	8558S	2/28/2021	TILDEN-COIL CONSTRUCTION	RUHS EMERGENCY DEPT CONVERSION	26520 CACTUS AVENUE	MORENO VALLEY	92555	\$ 200,878.00
GG	8417	02/28/2021	BALFOUR BEATTY CONSTRUCTION	EL TORO HIGH SCHOOL-ALTERATION	25255 TOLEDO WAY	LAKE FOREST	92630	\$ 73,603.00
JL	8417S	02/28/2021	BALFOUR BEATTY CONSTRUCTION	EL TORO HIGH SCHOOL-ALTERATION	25255 TOLEDO WAY	LAKE FOREST	92630	\$ 82,000.00
SH	8363	3/8/2021	WEST COAST AIR CONDITIONING	ORANGE COUNTY DATA CENTER	BILLED AS AN SWO - NO JOB SHEET			\$ 8,843.29
JL	8529S	3/10/2021	BRAVO CONCRETE CONSTRUCTION	HARVEST HILL STEAM ACADEMY ADDITION	31600 PAT ROAD	WINCHESTER	92596	\$ 45,800.00
SH	8458	3/10/2021	RIVERSIDE USD	GRANT EDUCATION CENTER MODERNIZATION	4011 14TH STREET	RIVERSIDE	92501	\$ 482,736.00

2021 COMPLETED JOBS

PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
SH	8489	3/15/2021	MILLER CONSTRUCTION	MARSHALL ELEMENTARY HVAC PROJECT	15791 BUSHARD	WESTMINSTER	92683	\$387,000.00
SH	8525	3/15/2021	MILLER CONSTRUCTION	LAWRENCE E.S. HVAC PROJECT	12521 MONROE STREET	GARDEN GROVE	92841	\$99,000.00
JSU	8326	3/26/2021	COAST COMMUNITY COLLEGE DISTRICT	O.C. COLLEGE STUDENT UNION	2701 FAIRVIEW ROAD	COSTA MESA	92626	\$2,294,202.00
DA	8326S	3/26/2021	COAST COMMUNITY COLLEGE DISTRICT	O.C. COLLEGE STUDENT UNION	2701 FAIRVIEW ROAD	COSTA MESA	92626	\$3,606,300.00
GG	8508	3/26/2021	MURRIETA VALLEY USD	AVAXAT E.S./COLE CANYON E.S. ROOFING PROJECT	24300 LAS BRISAD RD/23750 VIA ALISOL	MURRIETA	92563	\$899,900.00
SHII	8530	3/31/2021	AMG ASSOCIATES, INC.	EL SEGUNDO MS/EL SEGUNDO HS	332 CENTER STREET/640 MAIN STREET	EL SEGUNDO	90245	\$19,892.00
JRA	8557	4/9/2021	GARVEY SCHOOL DISTRICT	RICE ELEMENTARY SCHOOL REPAIRS	2150 ANGELUS AVENUE	ROSEMEAD	91770	\$24,000.00
SJ	8404S	4/14/2021	BENCHMARK CONTRACTORS, INC.	FLOR 401 LOFTS	401 E. 7TH STREET	LOS ANGELES	90014	\$528,794.00
LC	8435	4/14/2021	BENCHMARK CONTRACTORS, INC.	FLOR 401 LOFTS	401 E. 7TH STREET	LOS ANGELES	90014	\$ 183,115.00
GG	8368	4/30/2021	BALFOUR BEATTY CONSTRUCTION	LA JOLLA HIGH SCHOOL WSM	750 NAUTILUS STREET	SAN DIEGO	92037	\$ 458,983.00
JSU	8266	4/30/2021	MCCARTHY BUILDING COMPANIES	RSCCD SANTA ANA COLLEGE SCIENCE CENTER	1530 W. 17TH STREET	SANTA ANA	92706	\$ 545,881.00
JSU	8376	4/30/2021	MOSS & ASSOCIATES, LLC	OCC STUDENT HOUSING	2701 FAIRVIEW ROAD	COSTA MESA	92626	\$ 964,458.86
DA	8676S	4/30/2021	MOSS & ASSOCIATES, LLC	OCC STUDENT HOUSING	2701 FAIRVIEW ROAD	COSTA MESA	92626	\$ 3,407,797.14
SH	8595	5/24/2021	KG AXIS, INC	LACC DA VINCI ELEVATOR PROJECT	855 N. VERMONT	LOS ANGELES	90029	\$ 15,000.00
RO	8478	5/31/2021	MATT CONSTRUCTION	LOS ANGELES COUNTRY CLUB PH 2	10101 WILSHIRE BLVD	LOS ANGELES	90024	\$ 1,471,466.00
SH	8490	6/5/2021	MILLER CONSTRUCTION	MITCHELL ELEMENTARY SCHOOL	13451 TAFT AVENUE	GARDEN GROVE	92843	\$ 385,000.00
SH	8559	6/5/2021	JL COBB PAINTING AND CONSTRUCTION	JORDAN ATP EMERGENCY WORK	9915 WOODBURY AVENUE	GARDEN GROVE	92844	\$ 75,033.00
TO	8345	6/9/2021	KCS WEST	THE WESTIN ANAHEIM RESORT	1030 W. KATELLA AVENUE	ANAHEIM	92802	\$ 3,607,539.00
PB	8345S	6/9/2021	KCS WEST	THE WESTIN ANAHEIM RESORT	1030 W. KATELLA AVENUE	ANAHEIM	92802	\$ 2,605,521.00
JRA/JR	8493	6/16/2021	LONG BEACH UNIFIED SCHOOL DISTRICT	REST RENOV MILLIKAN HS & ROGERS MS	2800 SNOWDEN AVE/365 MAGNOLIA	LONG BEACH	90815/ 90803	\$ 1,472,999.00
LC	8599	6/17/2021	MTM CONSTRUCTION	HOR ROOFING REPAIR	320 W. TEMPLE STREET	LOS ANGELES	90012	\$ 5,200.00

2021 COMPLETED JOBS

PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
JRA	8544	6/30/2021	O'CONNELL ENGINEERING & CONSTRUCTION	OCSD PLANT 2 DIGESTERS ROOF REPLACEMENT	36572 DEAUVILLE ROAD	WINCHESTER	92596	\$ 111,700.00
SH	8609	7/1/2021	GARDEN GROVE USD	PETERS E.S. PORTABLES	13162 NEWPORT STREET	GARDEN GROVE	92843	\$ 59,800.00
JRA	8562	7/1/2021	ALHAMBRA USD	GRANADA E.S. ROOFING PROJECT	100 S. GRANADA AVENUE	ALHAMBRA	91803	\$ 542,449.00
RO	8321	7/1/2021	HATHAWAY DINWIDDIE	VERMONT CORRIDOR DMH HQ SITE 1	510 S. VERMONT AVENUE	LOS ANGELES	90020	\$ 1,095,681.00
SH	8600	7/1/2021	GARDEN GROVE USD	POST ELEMENTARY BLDG L-BLOW OFF	14641 WARD STREET	WESTMINSTER	92683	\$ 91,783.00
JSC	8590	7/1/2021	CITY OF LOS ANGELES	WABASH RECREATION CENTER ROOFING	2765 WABASH AVENUE	LOS ANGELES	90033	\$ 183,340.00
JR	8533	7/1/2021	ERICKSON HALL CONSTRUCTION	OLITA E.S. ROOFING PROJECT	950 BRIERCLIFF DRIVE	LA HABRA	90631	\$ 969,128.00
JL	8424S	7/1/2021	MENIFEE UNION SCHOOL DISTRICT	HARVEST HILL ESTEAM ACADEMY	31600 PAT ROAD	WINCHESTER	92596	\$ 352,350.00
SH	8624	7/1/2021	SANTA ANA USD-CANCELLED	IRVINE/NEWPORT DREAMS ACADEMY	2495 CAMPUS DRIVE	IRVINE	92612	\$0.00
JL	8624S	7/1/2021	SANTA ANA USD-CANCELLED	IRVINE/NEWPORT DREAMS ACADEMY	2495 CAMPUS DRIVE	IRVINE	92612	\$0.00
JRA	8538	7/1/2021	O'CONNELL ENGINEERING & CONSTRUCTION	12KV DISTR CTR B & EAST RAS PUMP STATION ROOFING	10844 ELLIS AVENUE	FOUNTAIN VALLEY	92708	\$ 394,424.00
GG	8426	7/1/2021	CHALMERS CONSTRUCTION SERVICES	GABRIELINO H.S. MUSIC PE BUILDING	1327 SAN GABRIEL BLVD	SAN GABRIEL	91776	\$ 248,397.92
GG	8499	7/7/2021	TEMECULA VALLEY USD	MARGARITA MS ROOFING REPLACEMENT	30600 MARGARITA ROAD	TEMECULA	92591	\$ 505,725.00
PD	8586	07/19/21	COUNTY OF SAN BERNARDINO	SAN BERNARDINO JUVENILE ROOF 4 MAIN BLDG	900 EAST GILBERT STREET	SAN BERNARDINO	92415	\$ 50,000.00
SH	8463	7/31/2021	TECHNICAL ASSURANCE, INC	LLNL 19-1 ROOF REPLACEMENT PROJECT	7000 EAST AVENUE	LIVERMORE	94550	\$ 2,673,452.00
JSC	8594	8/9/2021	GARLAND/DBS, INC	CITY OF TUSTIN DEL AMOS ROOF REPLACEMENT	1517 DEL AMO AVENUE	TUSTIN	92780	\$ 108,307.00
JSU	8474	8/13/2021	LENDLEASE CONSTRUCTION-CANCELLED	8TH AND FIGUEROA PROJECT	744 S. FIGUEROA	LOS ANGELES	90017	\$
LC	8448	8/25/2021	DPR CONSTRUCTION	OCEANSIDE BEACHFRONT RESORT	MISSION AVENUE & PACIFIC STREET	OCEANSIDE	92054	\$ 600,218.00
GG	8573	8/25/2021	ERICKSON HALL CONSTRUCTION	MACY ELEMENTARY SCHOOL ROOFING	2301 WEST RUSSEL STREET	LA HABRA	90631	\$ 893,810.00
SH	8367	8/31/2021	MCCARTHY BUILDING COMPANIES	RSCCD JOHNSON STUDENT CENTER	1530 W. 17TH STREET	SANTA ANA	92706	\$ 1,048,167.00
SJ	8367S	8/31/2021	MCCARTHY BUILDING COMPANIES	RSCCD JOHNSON STUDENT CENTER	1530 W. 17TH STREET	SANTA ANA	92706	\$ 2,373,848.00

2021 COMPLETED JOBS

PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
GG	8570	9/1/2021	REDLANDS UNIFIED SCHOOL DISTRICT	ROOFING AT VARIOUS SITES	VARIOUS LOCATIONS	REDLANDS	92373	\$ 2,392,132.58
SH	8454	9/16/2021	MILLER CONSTRUCTION	DYSINGER E.S. SCHOOL CENTRAL KITCHEN	7770 CAMELLIA DRIVE	BUENA PARK	90620	\$ 180,656.00
JSC	8536	10/1/2021	WM C. BUSTER	MARCH VETERANS VILLAGE BLDG #1	15301 6TH STREET	RIVERSIDE	92518	\$ 111,493.00
GG	8627	10/1/2021	CAPISTRANO USD	SAN JUAN HILLS H.S. ROOF REPLACEMENT BLDG H	29211 STALLION RIDGE	SAN JUAN CAPISTRANO	92675	\$ 70,750.00
RO	8517	10/1/2021	MORLEY/BENCHMARK	UCR NORTH DISTRICT PHASE 1	733 & 755 W. LINDEN STREET	RIVERSIDE	92507	\$ 424,593.00
GG	8614	11/01/21	ANAHEIM UNION HIGH SCHOOL DISTRICT	GILBERT H.S. GUTTER REPLACEMENT	1800 W. BALL ROAD	ANAHEIM	92804	\$ 151,929.00
SH	8446	11/01/21	BERNARDS BROS	YORBA LINDA LIBRARY AND ARTS CENTER	4802 & 4852 LAKEVIEW AVENUE	YORBA LINDA	92886	\$ 721,145.00
JSU	8360	11/01/21	TUSTIN UNIFIED SCHOOL DISTRICT	LEGACY MAGNET SCHOOL	NEW CONSTRUCTION	TUSTIN		\$ 599,482.00
DA	8360S	11/01/21	TUSTIN UNIFIED SCHOOL DISTRICT	LEGACY MAGNET SCHOOL	NEW CONSTRUCTION	TUSTIN		\$ 1,842,614.00
JR	8535	11/01/21	HARIK CONSTRUCTION, INC.	LIVE OAK ELEMENTARY SCHOOL PROJECT	9522 LIVE OAK AVENUE	FONTANA	92335	\$ 174,469.00
RO	8315	11/01/21	MATT CONSTRUCTION	ST. MICHAEL'S ABBEY	27977 SILVERADO CANYON ROAD	SILVERADO	92676	\$ 1,489,489.00
PB	8315S	11/01/21	MATT CONSTRUCTION	ST. MICHAEL'S ABBEY	27977 SILVERADO CANYON ROAD	SILVERADO	92676	\$ 1,114,076.00
JRA	8582	11/01/21	ANGELES CONTRACTOR, INC	MID VALLEY CHC REPLACE ROOFING	7515 VAN NUYS BLVD	VAN NUYS	91405	\$ 12,500.00
GG	8604	11/01/21	CITY OF SANTA FE SPRINGS	AQUATICA CENTER ROOF REPLACEMENT	10145 PIONEER BLVD	SANTA FE SPRINGS	90670	\$ 245,702.00
JR	8465	11/10/21	LOS ANGELES USD-CANCELLED	CITY TERRACE ELEMENTARY	4350 CITY TERRACE DRIVE	LOS ANGELES	90063	
JRA	8645	11/16/21	CANNON DESIGN BUILDERS/GKK WORKS	ED NEGATIVE AIR PRESSURE PROJECT	26520 CACTUS AVENUE	MORENO VALLEY	92555	\$ 9,750.00
JL	8645S	11/16/21	CANNON DESIGN BUILDERS/GKK WORKS	ED NEGATIVE AIR PRESSURE PROJECT	26520 CACTUS AVENUE	MORENO VALLEY	92555	\$ 8,400.00
SH	8631	11/17/21	THOMCO CONSTRUCTION	OCTA SANTA ANA BUS BASE LOCKER ROOM	4301 MACARTHUR BLVD	SANTA ANA	92704	\$ 2,000.00
SHII	8556	11/24/21	MASTERS CONTRACTING	LAVC SAFETY & SECURITY PH 1 STADIUM	5800 FULTON AVENUE	VALLEY GLEN	91401	\$ 30,000.00
JSU	8452	11/24/21	McGUIRE CONSTRUCTION	CERRITOS COLLEGE PERFORMING ARTS CENTER	11110 ALONDRA BLVD	NORWALK		\$ 245,612.64
GG	8572	11/24/21	ERICKSON HALL	EMORY ES MODERNIZATION	1915 CORONADO AVENUE	SAN DIEGO	92154	\$ 259,148.00

2021 COMPLETED JOBS

PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
JRA	8548	11/24/21	CORONA-NORCO USD	CNUUSD DISTRICT WIDE ROOF REPAIRS	VARIOUS SITES	NORCO	92860	\$ 6,650.00
JRA	8425	11/24/21	CORONA-NORCO USD	ROOFING PROJ AT VARIOUS SITES	VARIOUS SITES	NORCO	92860	\$ 3,850,700.00
JRA	8425S	11/24/21	CORONA-NORCO USD	ROOFING PROJ AT VARIOUS SITES - SIERRA VISTA	VARIOUS SITES	NORCO	92860	\$ 38,210.00
JR	8400	11/30/21	MASTERS CONTRACTING	FRQST M.S. ROOFING	12314 BRANDFORD PLACE	GRANADA HILLS	91344	\$ 29,765.00
SHII	8596	11/30/21	MASTERS CONTRACTING	CPT OFFICE ROOF REPAIR	5800 FULTON AVENUE	VALLEY GLEN	91401	\$ 37,000.00
DA	8110S	11/30/21	CASTAIC HIGH SCHOOL CONSTRUCTION	CASTAIC HIGH SCHOOL INCREMENT 2	VALLEY CREEK RD A1 ROMERO CANYON	CASTAIC	91384	\$ 2,228,889.00
TO	8483	12/28/21	AECOM/HUNT	UNITED AIRLINES LAX HANGER & GSE	6010 & 6020 AVION DRIVE	LOS ANGELES	90045	\$ 275,949.29
LC	8583	12/22/21	MTM CONSTRUCTION	HOR TEMPLE STREET PLAZA DM	320 W. TEMPLE STREET	LOS ANGELES	90012	\$ 139,992.00
LC	8583C	12/22/21	MTM CONSTRUCTION	HOR TEMPLE STREET PLAZA DM	320 W. TEMPLE STREET	LOS ANGELES	90012	\$ 16,794.00
JR	8647	12/27/21	EAST WHITTIER CITY SCHOOL DISTRICT	OCEAN VIEW EMERGENCY REPAIR	14359 2ND STREET	WHITTIER	90605	\$ 13,288.00
JR	8612	12/27/21	EAST WHITTIER CITY SCHOOL DISTRICT	LEFFINGWELL E.S. PORTABLE #24	10625 SANTA GERTRUDES AVE	WHITTIER	90630	\$ 52,376.00
JR	8459	12/27/21	CONSTRUCT 1 ONE CORP	SMITH ELEMENTARY SCHOOL MOD PHASE 2	770 17TH STREET	HUNTINGTON BEACH	92648	\$ 656,847.00
JRA	8633	12/27/21	ARCADIA UNIFIED SCHOOL DISTRICT	DEFFERRED MAINTENANCE BUILDING ROOFING	VARIOUS LOCATIONS	ARCADIA	91006	\$ 110,700.00
SH	8568	12/27/21	NOVA PROBST A JOINT VENTURE	LLNL EXASCALE COMPUTING FAC MODERNIZATON	7000 EAST AVENUE	LIVERMORE	94550	\$ 159,994.46
DA	8374S	12/27/21	OHL, USA, INC	UNION/PATSAOURAS PLAZA BUSWAY STATION	GATEWAY PLAZA	LOS ANGELES	90012	\$ 346,028.00
GG	8618	12/31/21	ABC USD	GONSALVES ELEMENTARY SCHOOL ROOFING	13650 PARK ST	CERRITOS	90703	\$ 551,400.00
SH	8482	12/31/21	ANGELES CONTRACTOR, INC	VILLA PARK H.S. INTERIM HOUSING & SCIENCE	18042 TAFT AVENUE	VILLA PARK	92861	\$ 271,000.00
JR	8534	12/08/21	ABBOTT CONSTRUCTION	OLIVE VIEW MEDICAL CENTER RCV PACKAGE A	14445 OLIVE VIEW DR.	SYLMAR	91342	\$ 604,864.00
PB	8534S	12/08/21	ABBOTT CONSTRUCTION	OLIVE VIEW MEDICAL CENTER RCV PACKAGE A	14445 OLIVE VIEW DR.	SYLMAR	91342	\$ 495,970.00
SH	8383	12/09/21	PINNER CONSTRUCTION CO., INC	SUNKIST E.S. RECONSTRUCTION MOD	500 SUNKIST ST.	ANAHEIM	92806	\$ 916,245.00
JR	8539	12/11/21	ABBOTT CONSTRUCTION	OLIVE VIEW MEDICAL CENTER RCV PACKAGE B	500 SUNKIST ST.	ANAHEIM	92806	\$ 621,434.00

2021 COMPLETED JOBS

PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
SJ	4896S	12/13/21	CLARK CONSTRUCTION	MAINTENANCE BUILDING 61S	ONE GATEWAY PLAZA	LOS ANGELES	90012	\$ 2,140,105.00
JRA	8585	12/14/21	HAMEL CONTRACTING, INC	LOS OSOS H.S. GYM ROOFING PROJECT	6001 MILLIKEN AVENUE	RANCHO CUCAMONGA	91737	\$ 84,943.50
JRA	8589	12/21/21	HOUSING AUTHORITY OF THE COUNTY OF S. B.	FLUID ROOF SYSTEM CENTRAL & HPO OFFICE	672 S. WATERMAN / 715 E. BRIER DR	SAN BERNARDINO	92408	\$ 154,320.00
SHII	8615	12/22/21	MENEMSHA DEVELOPMENT GROUP, INC	OXNARD H.S. CTE MECHATRONIC RENO	3400 W. GONZALES ROAD	OXNARD	93036	\$ 67,812.00
DA	8280S	12/31/21	THE NAZERIAN GROUP	SMC EARLY CHILDHOOD EDUCATION CENTER	1802 4TH STREET	SANTA MONICA	90401	\$ 2,631,153.00
TO	8431	12/31/21	AECOM/HUNT	2900 WILSHIRE PROJECT	2801 W. SUNSET PLACE	LOS ANGELES	90005	\$ 957,474.42
JL	8468S	12/31/21	ALIGN BUILDERS, INC	MIRACOSTA COMMUNITY COLLEGE CLCSSB	1831 MISSION AVENUE	OCEANSIDE	92058	\$ 264,963.00
JR	8475	12/31/21	WORLD WIDE CONSTRUCTION	EAST LOS ANGELES COLLEGE MENS GYM	1301 AVENIDA CESAR CHAVEZ	MONTEREY PARK	91754	\$ 204,354.00
LC	8506	12/31/21	GKKWORKS CONSTRUCTION SERVICES, INC	SUNLINE TRANSIT AGENCY REPLACE OPER FAC.	32-505 HARRY OLIVER TRAIL	THOUSAND PALMS	92276	\$ 137,824.51
JR	8547	12/31/21	HARRY H. JOH CONSTRUCTION, INC	NORTH HEALTH FAC TENANT IMPROVEMENTS	6335 MYRTLE AVENUE	LONG BEACH	90805	\$ 130,422.00
JSC	8560	12/31/21	LYONS CONSTRUCTION, INC	ROWLAND WATER DISTRICT WAREHOUSE RECOVER	3021 FULLERTON ROAD	ROWLAND HEIGHTS	91748	\$ 68,106.00
SH	8643	12/31/21	TREMCON INC	DYSINGER ELEMENTARY SCHOOL	7770 CAMELLIA DRIVE	BUENA PARK	90620	\$ 56,785.00
MS	8601	12/31/21	AMP UNITED, LLC - CANCELLED	ALAMITOS TANK 6 REHAB	3827 EAST PACIFIC COAST HWY	LONG BEACH		\$ -

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Danny Letner, Inc. dba Letner Roofing Company

Business Address: 1490 N Glassell St.

Orange, CA 92867

Telephone 714-633-0030

State Contractor's License No. and Class: 689961 - B, C39, C43

Original Date Issued 06/08/1994 Expiration Date 06/30/2024

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Danny Letner, Inc. dba Letner Roofing Co.

Dennis Olson, President / Rick Olson, Vice President

Stuart Hein, Secretary Treasurer / German Gonzalez, Assistant Vice President

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

N/A

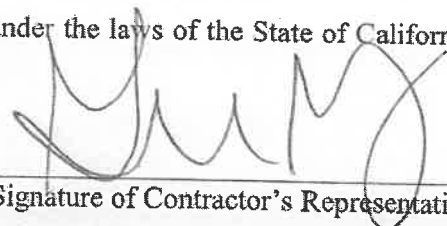
IN WITNESS WHEREOF, BIDDER executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this 30 day of August, 2023.

BIDDER Danny Letner, Inc. dba Letner Roofing Company

1490 N Glassell St.

Orange, CA 92867

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.



Signature of Contractor's Representative

German Gonzalez

Printed Name

Assistant Vice President

Title

Subscribed and sworn to this 30 day of August, 2023.

NOTARY PUBLIC *See attached Jurat.

JURAT

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

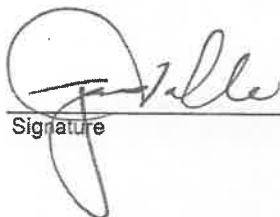
State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 30 day of August,

2023 by German Gonzalez,

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


Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bidder's Information

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information

INSTRUCTIONS

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

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.

- ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.

- ❖ Indicate title or type of attached document, number of pages and date.

- Securely attach this document to the signed document with a staple.

**ACTION BY UNANIMOUS WRITTEN CONSENT OF DIRECTORS
OF
DANNY LETNER, INC.
IN LIEU OF ANNUAL MEETING**

Pursuant to California *Corporations Code* § 307(b), the undersigned, constituting all of the directors of Danny Letner, Inc., a California corporation (the "Corporation"), hereby unanimously adopt, approve and consent to the following actions and resolutions without a meeting:

1. **Ratification of Past Acts**

RESOLVED, that all actions taken by the officers of the corporation in furtherance of its business during the preceding year are hereby confirmed, ratified and approved.

2. **Election of Officers**


WHEREAS, the directors have determined that it is in the best interests of this Corporation to elect new officers;

RESOLVED, the following persons are duly nominated and unanimously elected to the offices indicated after their name:

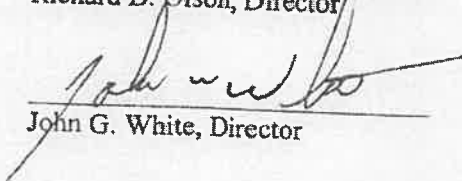
Dennis K. Olson	-	President/Chief Executive Office
Richard B. Olson	-	Vice President/Chief Financial Officer
German Gonzalez	-	Assistant Vice President
Stuart Hein	-	Secretary

IN WITNESS WHEREOF, the undersigned have executed this Action by Unanimous Written Consent of Directors on the date below written.

Dated: April 20, 2018


Dennis K. Olson, Director


Richard B. Olson, Director


John G. White, Director



Stuart Hein



German Gonzalez

3153670.1
2273-2.4616
2233889.1
2273-2.4616



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **689961** Entity **CORP**

Business Name **DANNY LETNER INC DBA LETNER
ROOFING COMPANY**

Classification(s) **B C43 C39**

Expiration Date **06/30/2024**

www.cslb.ca.gov



[Home](#)



CONTRACTORS STATE LICENSE BOARD



▼ Contractor's License Detail for License # 689961

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

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

Data current as of 8/29/2023 10:52:16 AM

Business Information

DANNY LETNER INC
DBA LETNER ROOFING COMPANY

1490 N GLASSELL STREET
ORANGE, CA 92667
Business Phone Number: (714) 633-0030

Entity Corporation
Issue Date 06/08/1994
Expire Date 06/30/2024

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ B - GENERAL BUILDING
- ▶ C43 - SHEET METAL
- ▶ C39 - ROOFING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 58685073

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

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

Effective Date: 04/12/2016

[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the FEDERAL INSURANCE COMPANY

Policy Number: 54326570

Effective Date: 07/01/2023

Expire Date: 07/01/2024

[Workers' Compensation History](#)

[Other](#)

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

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Note: The standard printed bid bond form of any bonding company acceptable to the City of Huntington Park may be used in lieu of the following approved sample bond form, provided the security stipulations protecting the City of Huntington Park are not in any way reduced by use of the surety company's printed standard form.

PROPOSAL GUARANTEE
BID BOND

FOR

ROOF REPLACEMENT PROJECT FOR
CITY HALL AND POLICE DEPARTMENT

IN THE CITY OF HUNTINGTON PARK

KNOW ALL MEN BY THESE PRESENTS that Danny Letner, Inc. dba Letner Roofing Company, as BIDDER, and Western Surety Company, as SURETY, are held and firmly bound unto the City of Huntington Park, as AGENCY, in the penal sum of ONE HUNDRED EIGHTY-NINE THOUSAND dollars (\$ 189,000.00), which is ten percent of the total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals, this 28th day of August, 2023.

BIDDER: Danny Letner, Inc. dba Letner Roofing Company

1490 North Glassell St.
Orange, CA 92867.

Telephone: (714) 633-0030

SURETY: Western Surety Company

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

Martha J. Chase, Attorney-in-Fact

Telephone: (213) 452-5961

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

*Provide BIDDER/SURETY name, address and telephone number and the name, title, address and telephone number of authorized representative.

Western Surety Company

Authorized Representative:

Martha J. Chase

5455 Wilshire Blvd., Suite 2106

Los Angeles, CA 90036

(323) 988-4546

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA


COUNTY OF LOS ANGELES

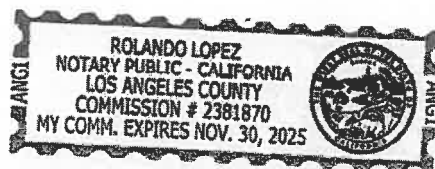
)
)ss.
)

On August 28, 2023 before me, Rolando Lopez, Notary Public, personally appeared Martha J. Chase, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

 (Seal)
Rolando Lopez, Notary Public



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Martha J. Chase, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

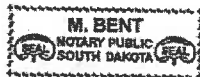
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of August, 2023



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

**ROOF REPLACEMENT PROJECT FOR
CITY HALL AND POLICE DEPARTMENT**

IN THE CITY OF HUNTINGTON PARK

In accordance with Government Code Section 14310.5, the BIDDER shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes _____

No X

If the answer is yes, explain the circumstances in the space provided.

Note: The following is to be used in case cash, a cashier's check or a certified check accompanies the proposal.

PROPOSAL GUARANTEE
CASH, CASHIER'S CHECK, OR CERTIFIED CHECK

***Not Applicable -
Bid Bond Enclosed.**

FOR

ROOF REPLACEMENT PROJECT FOR CITY HALL AND POLICE DEPARTMENT

IN THE CITY OF HUNTINGTON PARK

Accompanying this proposal is a certified check, a cashier's check, or bidder's bond payable to the order of the City of HUNTINGTON PARK, or cash in the amount of

(\$ _____) Dollars. The proceeds of the same shall become the property of said City if, in case this proposal shall be accepted by said City through the City Council, the undersigned shall fail to execute a contract, with and furnish the insurance and bonds required by the City of HUNTINGTON PARK within the specified time; otherwise, the same is to be returned to the undersigned as set forth in the Instructions to Bidders.

Bid

APPENDIX "C"

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) FORM

**Department of Industrial Relations (DIR)
Contractor Registration Number**

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Per this requirement, provide the following information:

Danny Letner, Inc. dba Letner Roofing Company

Contractor Name

1000002763

Contractor Department of Industrial Relations Registration Number:

06/30/2025

Expiration Date of Registration Number

(THIS FORM MUST BE SUBMITTED WITH THE SEALED BID)

Contractor Information

Legal Entity Name

DANNY LETNER, INC DBA LETNER ROOFING

Legal Entity Type

Corporation

Status

Active

Registration Number

1000002763

Registration effective date

7/1/2022

Registration expiration date

6/30/2025

Mailing Address

1490 N GLASSELL ORANGE 92867 CA United States of America

Physical Address

1490 N GLASSELL ORANGE 92867 CA United States of America

Email Address**Trade Name/DBA****License Number(s)**

CSLB:689961

Registration History

Effective Date

Expiration Date

5/24/2018

6/30/2019

5/12/2017

6/30/2018

5/27/2016

6/30/2017

6/30/2015

6/30/2016

11/13/2014

6/30/2015

7/1/2019

6/30/2022

7/1/2022

6/30/2025

Legal Entity Information

Corporation Number:

Federal Employment Identification Number:

President Name:

Dennis Olson

Vice President Name:

Rick Olson

Treasurer Name:

German Gonzalez

Secretary Name:

Stuart Hein

CEO Name:

Agent of Service Name:

Danny Letner Inc. dba Letner Roofing Company

Agent of Service Mailing Address:

1490 N. Glassell St. Orange 92867 CA United States of America

Workers Compensation

Do you lease employees through ☐ No

Professional Employer

Organization (PEO)?:

Please provide your current
workers compensation insurance
information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:DANNY LETNER, INC DBA LETNER ROOFING**Insurance Carrier:**Liberty Mutual Insurance
Policy Number:WC2291471939011**Inception date:**7/1/2021**Expiration Date:**7/1/2022

August 23, 2023

CITY OF HUNTINGTON PARK

ADDENDUM NO. 1

REQUEST FOR PROPOSAL

CIP 2022-13 ROOF REPLACEMENT PROJECT FOR CITY HALL AND POLICE DEPARTMENT

The following modifications are hereby made a part of the contract documents and supersede, replace, and/or amend the provisions included in the original RFP documents as stated above. The following addendum is hereby made a part of the RFP:

1. Please confirm the below highlighted section on (NIB-1) should read "APPENDIX C" instead of "APPENDIX B" we didn't see included in the project manual. See attached.

Appendix "C" as depicted in the project specifications is the form that must be signed and submitted with the bid.

2. Please confirm if the "Proposal" pages only consist of pages P-1 through P-14. We didn't see pages P-15 through P-17 provided in the project manual and just want to make sure we are not missing proposal pages per the Table of Contents shown below.

Bid proposal must include P-1 thru P-14 and Appendix "C".

3. Please note the pages highlighted on page 3 below for, "Confirmation of Site Visit Form & RFI Form" should show pages P-5 and P6. See attached.

No additional forms needed at this time.

4. Job walk?

There are no job walks. Contractors are able to come to City Hall and view the structure from the parking lot.

End of Addendum No. 1

By order of the City of Huntington Park, Public Works Department

By: 
Cesar Roldan, Director of Public Works

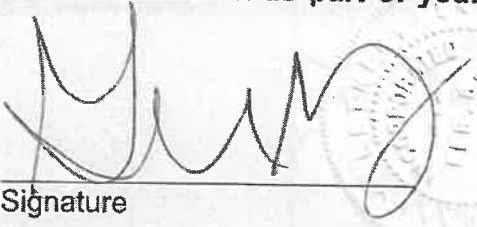
Date: August 23, 2023

Any and all notifications or Addendums must be acknowledged via signature by the Proposer and made part of and incorporated as part of the proposal.

Statement of Bidder Acknowledgment

Please sign the acknowledgment below and include it as part of your Bid Proposal.

Danny Letner, Inc. dba
Letner Roofing Company
Contractor Name


Signature

08/30/2023
Date

German Gonzalez, Assistant Vice President
Title

BID PROPOSAL (CONT.)

FOR

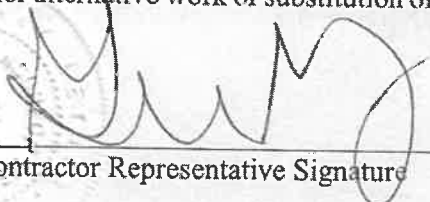
ROOF REPLACEMENT PROJECT FOR
CITY HALL AND POLICE DEPARTMENT

IN THE CITY OF HUNTINGTON PARK

REQUEST FOR INFORMATION FORM

FOR ALTERNATIVE BID ITEMS OR PRODUCT SUBSTITUTIONS

We Danny Letner, Inc. dba Letner Roofing Company (Contractor's name) acknowledge that any RFIs related to alternative work or substitution of products are to be requested in writing by the RFI deadline. We also acknowledge that requests for alternative work or substitution of products may not be granted by the City, or if granted, may not result in an extension of the Bid Date. Finally, we acknowledge that the City may reject the low-bid if the low-bidder issues a request for alternative work or substitution of products after the RFI deadline, or after the Bid Date.

By:  _____
Contractor Representative Signature

Date: 08/30/2023

German Gonzalez, Assistant Vice President
Print Name / Title

This form must be signed and attached to the bid.

DESIGNATION OF SUBCONTRACTORS AND FABRICATORS

BIDDER proposes to subcontract certain portions of the work, which are in excess of one-half of one percent of the bid, and to procure materials and equipment from suppliers and vendors as follows:

NAME, ADDRESS, LICENSE NO., AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	PORTION OF WORK, MATERIALS, OR EQUIPMENT
B&M Tear Off - 2420 Sand Creek Road, Brentwood, CA 94513 (925)755-9505 CSLB #769864	Roof Demo

Prior to award of contract, Contractor shall submit a list of suppliers and vendors, in writing, to the City Engineer.

NOTE: If Contractor is submitting an alternative supplier to

Home



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 769864

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

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

Data current as of 8/29/2023 10:52:08 AM

Business Information

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

Entity Corporation
Issue Date 10/06/1999
Reissue Date 09/27/2011
Expire Date 09/30/2023

License Status

This license is current and active.

All information below should be reviewed.

Classifications

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

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 100160757
Bond Amount: \$25,000
Effective Date: 01/01/2023
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual FELIPE BERNAL certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 09/21/2017
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number: 1979079
Effective Date: 10/13/2022
Expire Date: 10/13/2023
[Workers' Compensation History](#)

Miscellaneous Information

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

Other

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

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Contractor Information

Legal Entity Name

B&M TEAR OFF INC

Legal Entity Type

Corporation

Status

Active

Registration Number

1000009312

Registration effective date

7/1/2022

Registration expiration date

6/30/2025

Mailing Address

PMB 280 2420 SAN CREEK RD BRENTWOOD 94513 CA United Stat...

Physical Address

2531 Eden Plains Raod Knightsen 94548 CA United States of America

Email Address**Trade Name/DBA**

B&M TEAR OFF INC

License Number(s)

CSLB:769864

Registration History

Effective Date

Expiration Date

6/12/2018

6/30/2019

5/23/2017

6/30/2018

6/7/2016

6/30/2017

6/30/2015

6/30/2016

2/11/2015

6/30/2015

7/1/2019

6/30/2022

7/1/2022

6/30/2025

Legal Entity Information

Corporation Number:

Federal Employment Identification Number:

President Name:

Felipe Bernal

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agent of Service Name:

Felipe Bernal

Agent of Service Mailing Address:

2420 Sand Creek Rd PMB 280 Brentwood 94513 CA United States of America

Workers Compensation

Do you lease employees through No

Professional Employer

Organization (PEO)?:

Please provide your current

workers compensation insurance

information below:

PEO	PEO	PEO
PEO Information Name	Phone	Email

Insured by Carrier

Policy Holder Name:B&M TEAR OFF INC**Insurance Carrier:**STATE COMPENSATION INSURANCE FUND**Policy Number:**
9217099-18**Inception date:**10/13/2021**Expiration Date:**10/13/2022

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies for which BIDDER has performed similar work within the past two (2) years:

1. ***See attached list.**

Name and Address of Agency

Name and telephone number of person familiar with project

_____ Contract amount	_____ Type of work	_____ Date completed
--------------------------	-----------------------	-------------------------

2.

Name and Address of Agency

Name and telephone number of person familiar with project

_____ Contract amount	_____ Type of work	_____ Date completed
--------------------------	-----------------------	-------------------------

3.

Name and Address of Agency

Name and telephone number of person familiar with project

_____ Contract amount	_____ Type of work	_____ Date completed
--------------------------	-----------------------	-------------------------

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

Western Surety Company - 1000 Wilshire Blvd. STE 1000 Los Angeles CA. 90017

Agent: Martha J. Chase, 323-988-4546

2022 COMPLETED JOBS

PM	JOB #	CLOSING DATE	CONTRACTOR	JOB NAME & LOCATION	JOB ADDRESS	CITY	ZIP CODE	FINAL CONTRACT AMOUNT
PD	6692	01/03/22	GRAYCON, INC	KAISER MORENO VALLEY 3RD FLOOR PROC. ROOM	37200 IRIS AVENUE	MORENO VALLEY	92555	\$ 9,550.00
RO	6637	01/03/22	MATT CONSTRUCTION	ONE WESTSIDE PROJECT	10800 10850 WEST PICO BLVD	LOS ANGELES	90064	\$ 4,865,520.00
PD	6701	01/11/22	KAISER FOUNDATION HEALTH PLAN	SRIV 2019 PMMR HEACOCK SKYLIGHT UPGRADE	12815 HEACOCK STREET	MORENO VALLEY	92555	\$ 955.30
RO	6743	01/27/22	MATT CONSTRUCTION	LACC POST PHASE 2	10101 WILSHIRE BLVD	LOS ANGELES	90024	\$ 57,667.00
PD	6631	01/31/22	GRAYCON, INC - CANCELLED	KAISER ONTARIO - OMC OVASC STERILIZERS	2295 S. VINEYARD AVENUE	ONTARIO	91761	\$ -
PD/LC	6655	02/23/22	KAISER FOUNDATION HEALTH PLAN	SREG 2020 CORONA MSCC ROOFTOP AC REPLACEMENT	1840 CALIFORNA	CORONA	92881	\$ 49,017.12
RO	6691	02/28/22	MATT CONSTRUCTION	AMMP VARIOUS PROJECTS	6067 WILSHIRE BLVD	LOS ANGELES	90036	\$ 69,292.00
PB	6691S	02/28/22	MATT CONSTRUCTION	AMMP VARIOUS PROJECTS	6067 WILSHIRE BLVD	LOS ANGELES	90036	\$ 18,751.00
LC	6737	02/28/22	TASLIMI CONSTRUCTION	NETFLIX ICON WEST	5808 W. SUNSET BLVD	LOS ANGELES	90028	\$ 8,500.00
RO	6756	02/28/22	MATT CONSTRUCTION	HAMMER MUSEUM PH 4 LEVEL 4 AND 3	10899 WILSHIRE BLVD	LOS ANGELES	90024	\$ 29,594.00
PD	6681	02/28/22	SWINERTON BUILDERS	KB PARK IMP: I00850205 SEP AND FUEL TANK	1011 BALDWIN PARK BLVD	BALDWIN PARK	91706	\$ 32,688.00
JL	6713S	3/15/2022	DPR CONSTRUCTION	CORE & SHELL PROJECT	1300 RANCHO CONEJO	NEWBURY PARK	91320	\$61,661.00
PD	6775	3/24/2022	KAISER FOUNDATION HEALTH PLAN	SOCC 2021 POM HBN AC3 REPLACEMENT	3401 S. HARBOR BLVD	SANTA ANA		\$ 14,815.00
JSC	6598	3/31/2022	THE PENTA GROUP	YAAMAVA AREA DEVELOPMENT	26569 COMMUNITY CENTER DRIVE	HIGHLAND	92346	\$ 68,909.59
TO	6690	04/08/22	437 HILL HIGHRISE, LLC	PARK FIFTH REPAIR AWNING	427 W. 5TH STREET	LOS ANGELES	90013	\$ 24,000.00
RO	6779	04/08/22	HATHAWAY DINWIDDIE	VANS HQ2 CENTRAL PLAN ROOF	1588C SOUTH COAST DRIVE	COSTA MESA	92626	\$ 19,450.00
SH	6680	04/19/22	MCCARTHY BUILDING COMPANY	SOUTH BAY EMERGENCY DEPT EXPANSION & REMODEL	25825 VERMONT AVENUE	HARBOR CITY	90710	\$ 242,516.00
PB	6680S	04/19/22	MCCARTHY BUILDING COMPANY	SOUTH BAY EMERGENCY DEPT EXPANSION & REMODEL	25825 VERMONT AVENUE	HARBOR CITY	90710	\$ 411,866.00
RO	6452	5/1/2022	HUNT CONSTRUCTION	PENDRY W. HOLLYWOOD HOTEL	8432 SUNSET BLVD	WEST HOLLYWOOD	90069	\$ 7,405,302.00
DA	6452S	5/1/2022	HUNT CONSTRUCTION	PENDRY W. HOLLYWOOD HOTEL	8432 SUNSET BLVD	WEST HOLLYWOOD	90069	\$ 997,911.00

ATTACHMENT "C"

Attachment - 3

Item	Description	Qty	Unit	Best Contracting Services		Letner Roofing Co.		AME Builders, Inc.		JT Construction Group Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization/Demobilization. Not to Exceed 3% of Total Bid	1	LS	\$ 24,257.00	\$ 24,257.00	\$ 50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00	\$ 113,609.23	\$ 113,609.23
2	Remove existing clay tile roof with existing underlayment and expose framing	48300	SF	\$ 8.65	\$ 417,795.00	\$ 5.42	\$ 261,786.00	\$ 7.40	\$ 357,420.00	\$ 7.25	\$ 350,175.00
3	Haul away and dispose of clay tiles not suitable for reuse	24150	SF	\$ 1.20	\$ 28,980.00	\$ 1.00	\$ 24,150.00	\$ 2.80	\$ 67,620.00	\$ 1.25	\$ 30,187.50
4	Furnish and install solid sheathing per latest Building Codes and approved by engineer of record	48300	SF	\$ 9.59	\$ 463,197.00	\$ 2.48	\$ 119,784.00	\$ 4.20	\$ 202,860.00	\$ 15.06	\$ 727,398.00
4	Furnish and install new clay tile roof per latest Building Codes	24150	SF	\$ 8.19	\$ 197,788.50	\$ 22.90	\$ 553,035.00	\$ 22.10	\$ 533,715.00	\$ 25.14	\$ 607,131.00
5	Furnish and install 2 layers of synthetic underlayment per latest Building Codes	48300	SF	\$ 0.45	\$ 21,735.00	\$ 0.83	\$ 40,089.00	\$ 3.60	\$ 173,880.00	\$ 2.01	\$ 97,083.00
6	Re-install clay tile inspected and approved for re-use by City Building Inspector. Work to be done per latest Building Codes	24150	SF	\$ 9.33	\$ 225,319.50	\$ 22.90	\$ 553,035.00	\$ 18.50	\$ 446,775.00	\$ 12.18	\$ 294,147.00
7	Remove existing flat roof and install torch down new flat roof per latest Building Codes	3100	SF	\$ 7.88	\$ 24,428.00	\$ 20.71	\$ 64,201.00	\$ 39.50	\$ 122,450.00	\$ 12.00	\$ 37,200.00
8	Remove all existing fascia boards, roof gutters and downspouts for all 4 area buildings	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 37,600.00	\$ 37,600.00	\$ 84,000.00	\$ 84,000.00	\$ 15,000.00	\$ 15,000.00
9	Furnish and install fascia board per latest Building Codes, with color to match existing building	1820	LF	\$ 20.29	\$ 36,927.80	\$ 21.40	\$ 38,948.00	\$ 35.00	\$ 63,700.00	\$ 20.00	\$ 36,400.00
10	Furnish and install roof gutters per latest Building Codes with color to match existing building	1900	LF	\$ 20.85	\$ 39,615.00	\$ 52.60	\$ 99,940.00	\$ 50.00	\$ 95,000.00	\$ 31.77	\$ 60,363.00
11	Furnish and install per latest Building Codes, down drains with color to match existing building	600	LF	\$ 52.97	\$ 31,782.00	\$ 8.33	\$ 4,998.00	\$ 50.00	\$ 30,000.00	\$ 26.50	\$ 15,900.00
12	Replace deteriorated wood slats on roof rafters per latest Building Codes and Building Inspector's recommendation	300	LF	\$ 64.06	\$ 19,218.00	\$ 84.00	\$ 25,200.00	\$ 15.00	\$ 4,500.00	\$ 40.00	\$ 12,000.00
13	AQMD and all other applicable permitting	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 16,850.00	\$ 16,850.00	\$ 2,500.00	\$ 2,500.00		\$ -
					\$ 1,551,042.80		\$ 1,889,616.00		\$ 2,219,420.00		\$ 2,396,593.73

ITEM 16



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2019-14 ATP CYCLE V PROJECT

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified firms to provide Construction Management and Inspection Services (CM/CI) for CIP 2019-14 ATP Cycle V Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Active Transportation Program is to encourage increased use of active modes of transportation by achieving the following goals:

- Increase the proportion of trips accomplished by biking and walking
- Increase safety and mobility for non-motorized users
- Advance the active transportation efforts of regional agencies to achieve Greenhouse Gas (GHG) reduction goals, pursuant to SB 375 (of 2008) and SB 341 (of 2009)
- Enhance public health
- Ensure that disadvantaged communities fully share in the benefits of the program
- Provide a broad spectrum of projects to benefit many types of active transportation users

CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2019-14 ATP CYCLE V PROJECT

September 19, 2023

Page 2 of 3

The proposed project will create pedestrian safety and mobility enhancements along Gage Avenue, State Street, California Avenue, and the intersection of Florence Avenue at Bissell Street. It builds off previous safety initiatives and targets persistent concerns along Gage Avenue, where pedestrian ramp improvements and sidewalk replacement will improve safety and encourage active transportation for ten schools along Gage Avenue and seven schools along State Street. The project also adds four transit bus pads that will provide ADA-access and stable station platforms for all ages that will promote more active transportation to and from bus services. Pedestrian ramps will be improved along the residential corridor of California Avenue. Finally, HAWK beacons at three critical mid-block locations in the city, including the intersection of Florence Avenue and Bissell Street will improve north-south pedestrian safety to schools near Salt Lake Park. These infrastructure improvements will increase pedestrian mode share for sixteen elementary, middle, and high schools with a cumulative enrollment of 14,595 students. This will address a youth population with the highest rate of collision fatalities and obesity in the State.

The bid opening is scheduled for October 4, 2023. The project requires construction management and inspection services (CM/CI) to provide project oversight. CM/CI services are the overall planning, coordination, and control of a project from beginning to completion. A formal RFP (Attachment 1) will be published to solicit proposals from qualified firms to provide CM/CI services for the project.

The following is a tentative schedule:

RFP ISSUED	September 22, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	October 4, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	October 9, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	October 11, 2023
TENTATIVE CITY COUNCIL AWARD DATE	October 18, 2023
APPROXIMATE NOTICE TO PROCEED DATE	October 23, 2023

LEGAL REQUIREMENT

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act.

The City Clerk's Office shall publish the RFP in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the project

CONSIDERATION AND APPROVAL TO SOLICIT CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS PART OF THE OVERSIGHT OF CIP 2019-14 ATP CYCLE V PROJECT

September 19, 2023

Page 3 of 3

and provides the tasks required from qualified firms to manage the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

FISCAL IMPACT/FINANCING

At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform CM/CI services. Once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT(S)

1. RFP CIP No. 2019-14 ATP Cycle V – Construction Management & Inspection Services

ATTACHMENT "A"



CITY OF HUNTINGTON PARK
REQUEST FOR PROPOSAL FOR
Construction Management & Inspection Services
CIP 2019-14 ATP Cycle V
PROPOSAL DUE DATE: OCTOBER 11, 2023, 2:00 P.M.

6550 Miles Ave
Huntington Park, CA 90255

Contact: Cesar Roldan
323.584.6253
croltan@hpca.gov



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1. INTRODUCTION

The City of HUNTINGTON PARK (City) is seeking proposals from qualified consulting professionals experienced in construction management and inspection services specifically related to the administration, monitoring and enforcement of Caltrans local assistance funded capital improvement projects. Focus is on non-motorized modes of transportation as part of **CIP 2019-14 ATP Cycle V (Project)**. The purpose of ATP is to encourage increased use of active modes of transportation by achieving the following goals:

- Increase the proportion of trips accomplished by biking and walking
- Increase safety and mobility for non-motorized users
- Advance the active transportation efforts of regional agencies to achieve Greenhouse Gas (GHG) reduction goals, pursuant to SB 375 (of 2008) and SB 341 (of 2009)
- Enhance public health
- Ensure that disadvantaged communities fully share in the benefits of the program
- Provide a broad spectrum of projects to benefit many types of active transportation users

2. OVERVIEW

The proposed project will create pedestrian safety and mobility enhancements along Gage Avenue, State Street, California Avenue, and the intersection of Florence Avenue at Bissell Street. It builds off previous safety initiatives and targets persistent concerns along Gage Avenue, where pedestrian ramp improvements and sidewalk replacement will improve safety and encourage active transportation for ten schools along Gage Avenue and seven schools along State Street. The project also adds four transit bus pads that will provide ADA-access and stable station platforms for all ages that will promote more active transportation to and from bus services. Pedestrian ramps will be improved along the residential corridor of California Avenue. Finally, HAWK beacons at three critical mid-block locations in the city, including the intersection of Florence Avenue and Bissell Street will improve north-south pedestrian safety to schools near Salt Lake Park. These infrastructure improvements will increase pedestrian mode share for sixteen elementary, middle, and high schools with a cumulative enrollment of 14,595 students. This will address a youth population with the highest rate of collision fatalities and obesity in the State.

Project plans and specifications may be downloaded from: <http://www.hpca.gov/bids.aspx>

3. SCOPE OF SERVICES

The City is seeking a qualified consultant to provide construction management and inspection services. The consultant applying should have significant experience in providing this type of service.

- The City reserves the right to delete specific task(s).

A. Task 1 – Contract and Labor Compliances Services

- Consultant will furnish all materials, equipment, labor, and services to provide construction management and inspection services related to the Project. The primary responsibility for general supervision of construction must remain with the CM/CI hired by the City. CM/CI must also ensure that the work is performed in accordance with the approved plans and specifications, by employing or retaining as a consultant a registered engineer for construction engineering services on the project. Activities include preparation, review, and recommendation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications. Process, track, and review all submittals. Ensure that the contractor is submitting weekly payroll records through the State Department of Industrial Relations (DIR). Oversee compliance with State prevailing wage and labor compliance requirements. Oversee the specific labor standards parameters applicable to the construction project. Participate in the pre-construction meeting. Consultant responsible to prepare an agenda and conduct bi-weekly meetings, reporting, and other project obligations. Prepare and distribute construction agendas and meeting minutes. Create and maintain Labor Standards Enforcement Files that includes pictures. Conduct employee interviews and reconcile with weekly reports. Prepare weekly statement of working day reports as well as inspector's daily reports. Review and make recommendation for contractor progress payments. Arrange for a final walk-through inspection, prepare a punch list for project closeout, and make recommendation for substantial completion. Notify the prime contractor in writing of any discrepancies or suspected violations and define the corrective actions to be taken including restitution payments. Review the final project file and participate in the final review meeting with City staff.
- Caltrans Local Assistance Procedures Manual Chapter 10 will be utilized as the selection criteria: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

4. KEY PERSONNEL

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key

personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

6. INSURANCE REQUIREMENTS

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

7. EVALUATION CRITERIA

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (90%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

*** Use of the City of Huntington Park City Seal is prohibited.**

8. SELECTION PROCESS

A selection committee comprised of the City staff and/or consultants may review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked consultants. However, at its sole discretion the selection committee may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price may occur subsequent to consultant selection.

9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

Cover Letter: Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND ATTACHMENTS REFERENCED.

Consultant's Background: Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

Qualifications and Experience of Consultant's Personnel: Maximum 3-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

Proposed Personnel: Maximum 2-page resume for the project manager and 1-page resume for each of the other key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

References: Each consultant must include at least 3 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform

tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

Fee Schedule/Cost Proposal: Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Task 1. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Task 1, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

10. FEE

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside "**CIP 2019-14 ATP Cycle V – CM/CI Services**" and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside.

11. QUESTIONS REGARDING THIS RFP

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: croldan@hpca.gov

Questions regarding this proposal shall be submitted via email by **5:00 PM, OCTOBER 4, 2023**. In response to all questions received by this date, City will issue an Addendum (if any) and will post on the City's website in the same space where the RFP was downloaded. Individuals are responsible to consistently check the website on **October 9, 2023 after 5:00 PM** when the addendums will be posted. Consultant's responsible to download all addendums and acknowledge receipt and submit with the proposal.

12. PROPOSAL SUBMITTAL PROTOCOL

In order to be considered in the selection process, interested parties shall submit one (1) hard copy and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, October 11, 2023**, to:

City of Huntington Park – City Clerk’s Office
Attn: Cesar Roldan, Director of Public Works
6550 Miles Avenue
Huntington Park, CA 90255

Late proposals will not be accepted.

13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

ATTACHMENTS:

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY’S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY’S STANDARD INSURANCE REQUIREMENTS

ATTACHMENT 1 – IMPORTANT DATES

RFP ISSUED	September 22, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	October 4, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	October 9, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	October 11, 2023
TENTATIVE CITY COUNCIL AWARD DATE	October 18, 2023
APPROXIMATE NOTICE TO PROCEED DATE	October 23, 2023

ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE CONSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

NOW, THEREFORE, for and in consideration of performance by the Parties of the mutual covenants and conditions herein contained, the CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as Exhibit "A" (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in Exhibit "B". Subject to the CPI Index Adjustment section of Exhibit "B", CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year / (\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:

CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 BUSINESS LICENSE: Consultant shall obtain a City business license prior to commencing performance under this Agreement.

2.9 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

- 2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.
- 2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.
- 2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.
- 2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.
- 2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.

INDEPENDENT CONTRACTOR

- 3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV.
INSURANCE

4.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

4.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

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

4.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

4.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

4.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

4.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

V. INDEMNIFICATION

5.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

5.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

5.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

VI.
TERMINATION

6.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

6.2 EVENTS OF DEFAULT: BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violate any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior

to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

6.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

6.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VII. MISCELLANEOUS PROVISIONS

7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

7.4 WARRANTIES: Each of the Parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

7.5 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

7.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
[NAME AND ADDRESS]

CITY:
City of Huntington Park
[DEPARTMENT]
6550 Mile Avenue
Huntington Park, CA 90255
Attn: [REP FOR CITY, TITLE]
Phone: (626) XXXXX
Fax: (626) XXXXX

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

7.7 COOPERATION: FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

7.8 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

7.9 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.

7.10 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains 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 and represents 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 member, 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.

7.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

7.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

7.13 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

7.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

7.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

- 7.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 7.17 SEVERABILITY: If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.
- 7.18 NON-WAIVER: The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.
- 7.19 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 7.20 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 7.21 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 7.22 MISCELLANEOUS:
- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
 - B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
 - C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

7.23 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

7.24 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

7.25 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

7.26 **FORCE MAJEURE:** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (i) shortage of adequate power or transportation facilities.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

[NAME OF CONSULTANT]

By: _____
[REP FOR CITY]
[TITLE]

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS



Office of the City Clerk

INSURANCE REQUIREMENTS

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
 - \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - \$2,000,000 per occurrence and \$4,000,000 general aggregate; or
 - Other: _____

for bodily injury, personal injury and property damage, including operations, products and completed operations

- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if vendor has employees)

**Special Events serving/selling alcohol must also include Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.



Certificate Holder:

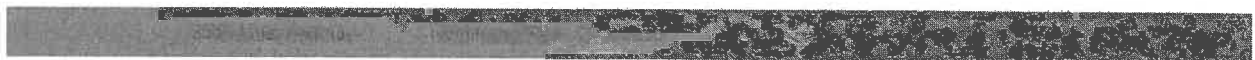
- City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

Acceptability of Insurers:

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM
CERTIFICATE OF LIABILITY.**



SUBJECT TO CHANGE ACCORDING TO EVENT

ACORD
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DATE (MM/DD/YYYY)

Agent or Broker Name & Address

Insured Name & Address

INSURERS AFFORDING COVERAGE

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OTHER	Policy Number	Current Policy Period		EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED. EXP. (See note below) PERSONAL & ADV. GENERAL AGGREGATE PRODUCTS - COMPLETED OPERATIONS
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> AUTO-ONLY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTO-ONLY	Policy Number	Current Policy Period		BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
UMBRELLA LIAB. <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> GEN'L AGGREGATE <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE AGGREGATE
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY/EMPLOYER'S LIABILITY (See instructions on back of certificate) (Mandatory in RI)	Policy Number	Current Policy Period		PER STATUTE DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS, LOCATIONS/VEHICLES (ACORD 101, Additional Permitted Activities, may be attached if space herein is required)

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

CERTIFICATE HOLDER

City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGNATURE

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD.

© 1988-2015 ACORD CORPORATION. All rights reserved.

Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ITEM 17



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

**ADOPT ORDINANCE EXTENDING TORRANCE PIPELINE COMPANY LLC'S
FRANCHISE AGREEMENT TO CONTINUE AND OPERATE AND MAINTAIN A
PIPELINE AND APPURTENANCES TO TRANSPORT HYDROCARBON ON SANTA
FE AVENUE**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing; and
2. Take public testimony; and
3. Waive full reading and introduce by title an Ordinance extending Torrance Pipeline Company LLC's franchise agreement for ten (10) years to continue to operate and maintain a hydrocarbon pipeline on Santa Fe Avenue.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Torrance Pipeline Company LLC (Franchisee) is a petroleum transport company based in Delaware. The franchisee operates a 1.09-mile, 12-inch diameter crude oil pipeline that runs along Santa Fe Avenue. The franchise agreement was originally established with Exxon Mobile Oil Corporation on January 3, 1984, via Ordinance No. 353-NS and amended by Ordinances 535-NS, 716-NS and 927-NS. Ordinance 2016-951 approved the transfer of the franchise from Exxon Mobile Oil Corporation to Torrance Pipeline Company LLC on November 15, 2016 (Exhibit A). The current franchise agreement expires on December 17, 2023. The franchisee reached out to the city requesting an extension (Attachment 1).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The franchise agreement was originally established with Exxon Mobile Oil Corporation on January 3, 1984 via Ordinance No. 353-NS. Ordinance 535-NS, was passed and adopted by the City Council at the regular scheduled meeting of December 20, 1993. The ordinance granted a franchise agreement for a 10-year period. After the 10-year

ADOPT ORDINANCE EXTENDING TORRANCE PIPELINE COMPANY LLC'S FRANCHISE AGREEMENT TO CONTINUE AND OPERATE AND MAINTAIN A PIPELINE AND APPURTENANCES TO TRANSPORT HYDROCARBON ON SANTA FE AVENUE

September 19, 2023

Page 2 of 2

period, the City Council adopted Ordinance 716-NS on November 17, 2003. Adoption of Ordinance 927-NS extended the agreement for another 10 years.

Ordinance 2016-951 approved the transfer of the franchise from Exxon Mobile Oil Corporation to the Franchisee on November 15, 2016. Franchisee is seeking approval to continue and operate the pipeline for an additional 10 years via the adoption of this ordinance (Attachment 2). The California Public Utilities Commission (PUC) under California Code, Public Utilities Code - PUC § 6231.5 regulates the franchisee and the impact fees paid to the city.

The State Clearinghouse had reviewed the California Environmental Quality Act (CEQA) documents and deemed the transportation of hydrocarbon in conformance with State regulations and applicable safety standards.

The Department of Forestry and Fire Protection Office of the State Fire Marshal Pipeline Safety Division confirmed that Torrance Pipeline Company complies with federal and state regulations as it pertains to the protection of underground substructures within the City of Huntington Park (Attachment 3).

FISCAL IMPACT

The PUC regulates the fee associated with operating the pipeline. The diameter and length of the pipe dictate the annual base rate fee, which is multiplied by the Consumer Price Index for the County of Los Angeles. This is published by the United States Department of Labor, Office of Information every September and payment is due in the next subsequent year. Per the Finance Department, the Franchisee paid the following over the past five years:

Payment Date	Year End Date	Amount (\$)
March 14, 2023	December 18, 2022	\$19, 829.82
March 14, 2022	December 18, 2021	\$18, 393.16
March 5, 2021	December 18, 2020	\$17, 584.76
February 21, 2020	October 31, 2019	\$17, 376.28
February 25, 2019	October 31, 2018	\$16, 871.34

CONCLUSION

Upon City Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES

**ADOPT ORDINANCE EXTENDING TORRANCE PIPELINE COMPANY LLC'S
FRANCHISE AGREEMENT TO CONTINUE AND OPERATE AND MAINTAIN A
PIPELINE AND APPURTENANCES TO TRANSPORT HYDROCARBON ON SANTA
FE AVENUE**

September 19, 2023

Page 2 of 2

City Manager



CESAR ROLDAN
Director of Public Works

ATTACHMENT

1. Torrance Pipeline Extension Request
4. Ordinance extending Torrance Pipeline Company LLC's franchise agreement for ten (10) years to continue to operate and maintain a hydrocarbon pipeline on Santa Fe Avenue.
 - a. Exhibit A - Ordinance No. 2016-951
5. CalFire Letter of Compliance

ATTACHMENT "A"



Torrance Pipeline
Company LLC
12851 East 166th Street
Cerritos, California 90703
www.pbfenergy.com

CERTIFIED MAIL

April 11, 2023

City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255

Attn: Mr. Ricardo Reyes
City Manager

**RE: FRANCHISE ORD. NO. 535-NS
(as amended by Ordinance 716-NS
Our File: R/W 4416-C**

At present, Torrance Pipeline Company LLC maintains approximately 1.09 miles of pipeline within the City of Huntington Park under the authority of Ordinance No. 535-NS and its amendment Ordinance No. 715-NS. This franchise is scheduled to expire December 17, 2023.

It is our desire to continue our rights within the City of Huntington Park without interruption beyond the franchise current expiration date. With this in mind, please advise the undersigned of any necessary procedures, that we may initiate to secure a renewal or extension of the subject pipeline franchise.

I look forward to working with City Staff on this, should you have questions, or require additional information, please contact me at (310) 212-4468.

Very truly yours,

A handwritten signature in black ink, appearing to read 'MEidman'.

Michael Eidman
Right of Specialist II
Torrance Pipeline Company LLC.

ATTACHMENT "B"

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WHEREAS, permission to construct and maintain the pipeline and appurtenances was granted via the adoption of Ordinance 353-NS on January 3, 1984 to Exxon Mobile Oil Corporation; and

WHEREAS, the City Council approved time extensions that allowed the operator to maintain the pipeline and all applicable appurtenances in 10-year increments per each adopted ordinance (Ordinances 535-NS, 716-NS and 927-NS); and

WHEREAS, the City Council approved the transfer of the franchise from Exxon Mobile Oil Corporation to Torrance Pipeline Company LLC (Franchisee) via Ordinance 2016-951 on November 15, 2016 (Exhibit A); and

WHEREAS, the Franchisee requested an extension of the franchise agreement for the continuous operation of a 1.09-mile, 12-inch diameter oil pipeline and all pertinent appurtenances along the easterly forty-feet of Santa Fe Avenue within the City limits; and

WHEREAS, the City Council desires to extend the franchise until December 15, 2033 pursuant to the adoption of this ordinance.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HUNTINGTON PARK AS FOLLOWS:**

SECTION 1. The City Council hereby approves the extension of the franchise agreement with the Franchisee until December 15, 2033 pursuant to all

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applicable federal, state, county and local laws and regulations associated with the operation and maintenance of the pipeline and appurtenances.

PASSED, APPROVED and ADOPTED this 19th day of September, 2023.

Marilyn Sanabria, Mayor

ATTEST:

Eduardo Sarmiento, CMC
City Clerk

Exhibit A Ordinance 2016-951

ORDINANCE NO. 2016-951

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING THE TRANSFER OF ORDINANCE NO. 353-NS TO TORRANCE PIPELINE COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY TO CONSTRUCT, LAY, OPERATE, TEST, MAINTAIN, USE, RENEW, REPAIR, REPLACE, MOVE, CHANGE THE SIZE AND NUMBER OF, AND REMOVE OR ABANDON IN PLACE PIPELINES AND APPURTENANCES, FOR THE PURPOSE OF CONDUCTING, TRANSPORTING, CONVEYING AND CARRYING GAS, OIL, PETROLEUM PRODUCTS AND WATER, ON, ALONG, IN, UNDER AND ACROSS PUBLIC STREETS, WAYS, ALLEYS AND PLACES WITHIN THE CITY OF HUNTINGTON PARK

The City Council of the City of Huntington Park does ordain as follows:

Section 1: DEFINITIONS:

Whenever in this Ordinance the words or phrases defined in this section are used, it is intended that they will have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context in which they are used clearly imports a different meaning):

a) The word "Grantee" means legal person, corporation or entity to which the Franchise contemplated in this Ordinance is granted and its lawful successors and assigns.

b) The word "City" means the City of Huntington Park, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.

c) The word "streets" means the public streets, ways, alleys and places as the same now or may hereafter exist within the City.

d) The phrase "pipelines and appurtenances" means pipe, pipeline, cable, main, flanges, vent, vault, manhole, meter, gauge, regulator, valve, conduit, attachment, cathodic protection equipment and any other property located or to be located in, upon, along, across, under or over the streets of the City, and used or useful in, or in carrying on the business of, conducting, transporting, conveying and carrying gaseous substances, oil, petroleum products, and water.

1 e) The phrase "lay and use" means to lay, construct, excavate, erect, install,
2 encroach, operate, maintain, use, repair, replace, relocate, or remove.

3 f) The word "Franchise" means and includes any authorization granted by
4 this ordinance in terms of a Franchise, privilege, permit, license or otherwise to lay and
5 use a system of pipelines and appurtenances for conducting, transporting, conveying,
6 and carrying gas, oil, petroleum products and water for any and all purposes in, along,
7 across, upon, over, and under streets within the City. Any authorization, in whatever
8 terms granted, means and includes any license or permit required for the privilege of
9 transacting and carrying on the Grantee's pipeline business within the City.

10
11 **Section 2: NATURE OF FRANCHISE:**

12 The existing Franchise privilege and right, granted by the City to ExxonMobil Oil
13 Corporation pursuant to Ordinance No. 353-NS as amended by Ordinance 535-NS,
14 716-NS and 927-NS, is hereby transferred to Torrance Pipeline Company LLC, a
15 Delaware limited liability company and its successors and assigns, for a term
16 commencing from and after the date of the adoption of this Ordinance, and ending on
17 December 18, 2023, to continue to maintain a certain twelve (12") inch pipeline and no
18 others, and to operate, maintain, use, repair, replace, and/or remove said pipeline,
19 together with all valves, fittings, manholes, service connections, appurtenances, and
20 the equipment as the Grantee, its successors and assigns, may deem necessary or
21 convenient, in, under and along the easterly forty (40') feet of Santa Fe Avenue, within
22 the City limits, together with the right to carry, transport, convey and conduct oil,
23 petroleum, gas, gasoline, water and other substances in and through said facilities.

24 The pipelines and appurtenances will be operated, maintained, replaced or repaired in
25 conformity with all ordinances, rules or regulations in effect at the time of granting of
26 this Franchise, or as prescribed by the City Council and in accordance with the terms
27 and conditions of any permit issued by the Community Development Director or
28 designee.

1 **Section 3: LOCATION OF PIPELINES AND APPURTENANCES:**

2 So far as is practicable, any pipelines and appurtenances laid pursuant to this
3 Franchise will be located along the edge or shoulder of the streets or in the parking
4 areas adjacent to the streets so as not to unreasonably disturb the flow of traffic and
5 where possible will be laid in the unpaved portion of the street.

6 All pipelines and appurtenances will be located in conformity with the orders of the
7 Community Development Director of the City of Huntington Park (the "Community
8 Development Director").

9
10 **Section 4: RIGHT TO CONSTRUCT AND MAINTAIN PIPELINES AND**
11 **APPURTENANCES:**

12 The Grantee will have the right to construct and maintain pipelines and appurtenances
13 as may be necessary or convenient for the proper maintenance and operation of the
14 pipelines and appurtenances under the Franchise. The Grantee has the right, subject
15 to such City ordinances, rules, or regulations as are now or may hereafter be in force,
16 to make all necessary excavations in the streets, for the construction, testing, and
17 repair of new or existing pipelines and appurtenances.

18
19 **Section 5: TERM:**

20 This Franchise is hereby granted to Grantee for a term commencing from and after the
21 date of the adoption of this Ordinance, and ending on December 18, 2023, subject to
22 all of the limitations and restrictions herein contained. Grantee shall have the option to
23 request an extension of this Franchise for two additional 5 year terms (the "Subsequent
24 Terms"). Grantee may exercise its rights to request the extensions of the Franchise by
25 requesting the extensions in writing, pursuant to the notification requirements as
26 outlined in Section 20, no later than ninety days prior to the expiration of the then
27 current term. City may, in its sole discretion, grant the requested extensions.

28 **Section 6: COMPENSATION:**

1 As consideration for the Franchise herewith granted, the Grantee shall pay to the City
2 the following fees:

3 A. The Grantee shall pay to the City a base annual fee of \$8,906.75 which is
4 based on a rate of \$1.549 per linear foot of 12-inch internal diameter pipeline (there are
5 5,750 linear feet of 12-inch pipeline in City's streets, pursuant to this Ordinance).
6 Payment is due annually in arrears with first payment due March 2017 and annually
7 thereafter following the enactment of this Ordinance.

8 B. The compensation provided for in section 6A shall be subject to an
9 increase after the first year of the anniversary date of the Franchise and each
10 subsequent year thereafter during the term of this Franchise. The amount of increase
11 shall be computed pursuant to the Producer Price Index for all commodities in the
12 following manner:

13 Effective upon approval of this Ordinance, the base CPI for computing the adjustment
14 is the Consumer Price Index, all Urban Consumers for the Los Angeles-Anaheim-
15 Riverside Area (1982-84 = 100) (hereinafter referred to as the "Index"), for the period of
16 July 1991, with said index having a value set at 141.5 (hereinafter referred to as the
17 "Beginning Index"). If the Index published in September for each year proceeding
18 Payment due date (hereinafter referred to as the "Extension Index") has increased over
19 the prior year's Extension Index, the Franchise fee for the following year (until the next
20 adjustment) shall be set by multiplying the Franchise fee set forth in Section 6A by a
21 fraction, the numerator of which is the Extension Index and the denominator of which is
22 the Beginning Index. In no case shall this increased compensation be less than the
23 Franchise fee set forth in Section 6A. If the Index is discontinued or revised during the
24 term, such other mutually agreeable governmental index or computation with which it is
25 replaced shall be used in order to obtain substantially the same results that would be
26 obtained if the index had not been discontinued or revised.

27 For pipelines with an internal diameter not listed above, the fees shall be computed at
28 an annual rate of one dollar and sixty-eight cents per cubic foot.

1
2 Removal or Abandonment

3 1) Notwithstanding the provisions of Sections, A and B of Section 6 the
4 Grantee shall be liable to pay the City the annual fee for the period to and including the
5 date of either actual removal of the facilities, or the effective date of the properly-
6 approved abandonment "in place" authorized by the City, and until the Grantee shall
7 have fully complied with all the provisions of law or ordinances relative to such
8 abandonments.

9 2) In the event of partial abandonment of facilities with the approval of the
10 City as elsewhere in the ordinance provided, or in the event of partial removal of such
11 facilities by the Grantee, the payments otherwise due the City for occupancy of the
12 streets by such facilities shall be prorated beginning with the first day of the next
13 succeeding Franchise year, and for each Franchise year thereafter, at the adjusted
14 base rate due on each anniversary of the Effective Date for each linear foot of pipeline
15 abandoned or removed; provided however, that the said base rate shall be modified to
16 reflect the Index adjustment (per Paragraph B of this Article 6) applicable to such
17 abandoned or removed pipeline at the beginning of the next succeeding Franchise year
18 following abandonment or removal.

19
20 **A. Place of Payment**

21 All payments shall be paid to the office of the Director of Finance of the City of
22 Huntington Park at 6550 Miles Avenue #116, Huntington Park, Ca 90255, or such
23 place as the City shall from time to time designate in writing.

24
25 **Section 7: MAPS AND CAPITAL IMPROVEMENT PLAN:**

26 Within ninety (90) days following the date in which any pipelines and appurtenances or
27 additional pipelines and appurtenances have been laid or constructed under this
28 Franchise, the Grantee will file a map or maps in such forms as may be required by the

1 Community Development Director showing the accurate location and size of all its
2 pipelines and appurtenances then in place, and will, upon installation of any additional
3 pipelines and appurtenances, or upon removal, change, or abandonment of all or any
4 portion of the pipelines and appurtenances, file a revised map or maps showing the
5 location and size of all such additional, removed, or abandoned pipelines and
6 appurtenances as of that day.

7 Every three years (3) from the date of adoption of this Franchise, the Grantee will
8 submit a projected three-year capital improvement plan for its facilities subject to this
9 ordinance. Scheduling for repair, replacement or modifications will be described by
10 year and location in order to provide information to the City for coordination with its
11 public works capital improvement program. Projects not on such a schedule may be
12 denied a permit unless the work is an emergency or the need was unforeseen.
13 Justification may be required from the Franchisee as to why it is an emergency or why
14 it was unforeseen at the time of the capital improvement plan.

15
16 **Section 8: CONSTRUCTION OF PIPELINES AND APPURTENANCES:**

17 **A. Terms of Construction.**

18 The pipelines and appurtenances operated, replaced, repaired, constructed or
19 maintained in any manner pursuant to section 4 of this ordinance will be constructed
20 and maintained in a good, workmanlike manner and in conformity with all applicable
21 ordinances, rules or regulations now or subsequently adopted or prescribed by the City
22 Council. All pipelines laid under this Franchise will meet State Fire Marshal standards.
23 Except in an emergency, the Grantee may not excavate in a City street right-of-way
24 without having first applied for and obtained a Construction - Excavation Permit from
25 the Community Development Director. Such application may include a traffic control
26 plan and other information as required by the Community Development Director. The
27 Grantee will pay reasonable fees (including inspection) required by such permit.

28 **B. Restoration of Streets.** The work of constructing, maintaining or repairing all

1 pipelines and appurtenances will be conducted with the least practicable hindrance to
2 the use of the streets for purposes of travel, and as soon as such work is completed, all
3 portions of the street that have been excavated or otherwise damaged will be placed in
4 as good condition as they were before the commencement of such work, to the
5 satisfaction of the Community Development Director. Unless necessitated by a project
6 not conducted by City or Grantee, all street repair work that Grantee performs pursuant
7 to this Franchise will be made by the Grantee at the sole cost and expense of the
8 Grantee in accordance with the ordinances of the City and the conditions of the
9 Construction – Excavation Permit issued by the Community Development Director. If
10 the pipelines and appurtenances are laid across or along the paved portion of a street,
11 the repair of the street, after the pipelines and appurtenances have been laid, will be
12 made by the Grantee at the sole cost and expense of the Grantee. If the Grantee fails
13 or neglects to make the repairs, then thirty (30) days after notice is given to the
14 Grantee by the City, the City may repair the street at the expense of the Grantee, and
15 upon presentation of a bill for the expense, the Grantee will pay the bill at once. The
16 amount chargeable to the Grantee will be the actual reasonable cost of the repair.

17 **C. Conformance Requirements.** The pipelines and appurtenances will be
18 operated, maintained, replaced or repaired in compliance with all applicable laws,
19 ordinances, resolutions, regulations, policies, rules and orders in force at the time the
20 Franchise becomes effective or as may be amended or added from time to time during
21 the term of this Franchise.

22 **D. Certified Test Results:** For those pipelines and appurtenances subject to the
23 provisions of the Pipeline Safety Act of 1981 (Government Code §51010, et seq.) the
24 testing will be performed in accordance with State Fire Marshal requirements, and
25 certified test results will be requested by the City from the Fire Marshal. In the event
26 the State Fire Marshal fails to provide certified test results to the City, Grantee will
27 provide the test results to the City upon request.

28 1) Conformance Requirements: The pipelines and appurtenances will be

operated, maintained, replaced or repaired in accordance with the latest applicable revision of the "American National Standard Code for Pressure Piping ANSI/ASME B31.4-1979;" the American Petroleum Institute Standard 1104; the Code of Federal Regulations, Part 195, Title 49 U.S.C. or other applicable standards and codes, whichever is the most stringent. The pipelines and appurtenances will further be operated, maintained, replaced or repaired in accordance with all applicable Federal and/or State standards for the construction of intrastate pipelines as set forth in Federal laws, rules and regulations. Whenever there is a conflict in Federal or State standards, the more stringent standard will prevail.

Section 9: EMERGENCY EQUIPMENT AND CREWS:

At all times during the term of this Franchise, the Grantee will maintain on a twenty-four hour a day basis adequate equipment and a properly trained crew, or qualified contractors, with the ability to quickly shut off the pressure and the flow of contents of the pipelines and appurtenances in the event of an emergency resulting from an earthquake, act of war, civil disturbance, flood, computer malfunction or other cause.

Section 10: BREAKS OR LEAKS:

If any portion of any street is damaged by reason of breaks or leaks in any pipe or appurtenance constructed under this Franchise, the Grantee will, at its sole cost and expense, following written or oral notification, repair any such damage and put the street in as good condition as it was in before the break or leak, to the satisfaction of the Community Development Director.

Section 11: REARRANGEMENT OF PIPELINES AND APPURTENANCES:

A. Expense of Grantee.

1) If any of the Grantee's pipelines and appurtenances endanger the public safety in the use of the public streets or interfere with or obstruct the use of any street

1 by the public or for the public purposes, the City will have the right to require the
2 Grantee, at the Grantee's sole cost and expense, to move, alter or relocate the
3 pipelines and appurtenances (the "rearrangement") to avoid such danger, interference
4 or obstruction, in conformity with the written notice of the Community Development
5 Director.

6 2) Whenever, during the existence of this Franchise, the City changes the
7 grade, width or location of any street or improves any street in any manner, including
8 the laying of any city sewer, storm drain, conduits, gas, water or other pipelines, or
9 constructs any pedestrian tunnels, or other work of the City, (the right to do all of which
10 is specifically reserved to the City without any admission on its part that it would not
11 otherwise have such rights) and such work will, in the opinion of the Community
12 Development Director, render necessary any change in the position or location of any
13 pipelines and appurtenances of the Grantee in the street, while such work is being
14 done or performed, the Grantee will, at its sole cost and expense, do any and all things
15 reasonable to effect such change in position, in conformity with the written notice of the
16 Community Development Director if the work is for city purposes and not for the
17 primary benefit of a non-City entity; provided, however, that the City will not require the
18 Grantee to remove its pipelines and its appurtenances entirely from the street.

19 3) In case the Grantee fails to commence work in compliance with written
20 notice provided in subsection B(3), within one hundred and twenty (120) days after
21 service of the notice upon Grantee (unless Grantee is unable to comply with such
22 notice by reason of strikes, riots, acts of God, or acts of public enemies, or any other
23 uncontrollable reason), the Community Development Director may cause the work
24 required in the notice to be performed by the City or, at the election of the City, by a
25 private contractor qualified to perform work on petroleum pipelines and their
26 appurtenances. The Grantee agrees to pay the reasonable costs within sixty (60) days
27 after delivery of an itemized bill. The cost of doing the work will be considered the
28 actual cost. If the Grantee is dissatisfied with any determination of the Community

1 Development Director permitted by this section, it may petition the City Manager to
2 review the Community Development Director's decision within ten (10) days after the
3 Community Development Director's decision. During the pendency of such petition,
4 the work required to be done will be suspended.

5 **B. City Utility Systems; Rearrangement at Expense of Others:**

6 1) The City will have the right to require the Grantee to rearrange any part of
7 the Grantee's pipelines and appurtenances for the accommodation of the City when
8 such rearrangement is done for the accommodation of any water, electric, gas or other
9 utility system now or hereafter owned or operated by the City. Except as otherwise
10 provided in subsection B(2) of this section 11, such rearrangement will be at the
11 Grantee's sole cost and expense.

12 2) When such rearrangement is done for the accommodation of any person,
13 firm or corporation other than one of the utility systems owned or operated by the City,
14 the cost of such rearrangement will be borne by the accommodated party. The
15 accommodated party, in advance of any rearrangement, will deposit with the Grantee
16 or the City Clerk cash or a corporate surety bond in an amount based upon an itemized
17 statement of costs for such rearrangement, as prepared by Grantee, and the
18 accommodated party will execute an instrument agreeing to indemnify and hold
19 harmless the Grantee from any and all damages or claims caused by the
20 rearrangement.

21 3) The rearrangement referred to in subsection (1) of this subsection B of
22 this section 11 will be accomplished in conformity with the written notice of the
23 Community Development Director. Should Grantee fail to commence work in
24 compliance with the written notice within one hundred and twenty (120) days after
25 service of the notice upon the Grantee (unless the Grantee is unable to comply with the
26 notice by reason of strikes, riots, acts of God, or acts of public enemies or any other
27 uncontrollable reason), the Community Development Director may cause the work
28 required in the notice to be done to be performed by the City or, at the election of the

1 City, by private contractor qualified to perform work on petroleum pipelines and their
2 appurtenances. The Grantee agrees to pay to the City within sixty (60) days after
3 delivery of an itemized bill covering the reasonable cost of performing the work. The
4 cost of doing the work will be considered the actual cost. If the Grantee is dissatisfied
5 with any determination of the Community Development Director permitted by this
6 section, it may petition the City Manager to review the decision within ten days after the
7 determination.

8 **C. Rearrangements of the Pipelines and Appurtenances of Others:**

9 Nothing in this Franchise will be construed to require the City, or any person, firm or
10 corporation now or hereafter owning a public utility system of any type or nature, to
11 move, alter or relocate any part of its system upon the streets for the convenience,
12 accommodation or necessity of the Grantee.

13 **D. Notice:**

14 Grantee will be given not less than one hundred twenty (120) days written notice of any
15 rearrangement of pipelines and appurtenances, which Grantee is required to make
16 under this Franchise. The notice will specify in reasonable detail the work to be done
17 by the Grantee and will specify the time that the work is to be accomplished. In the
18 event that the City changes the provisions of any such notice given to Grantee, then
19 Grantee will be given an additional period not less than thirty (30) business days to
20 accomplish the work.

21
22 **Section 12: REMOVAL OR ABANDONMENT OF PIPELINES AND**

23 **APPURTENANCES:**

24 At the time of expiration, non-renewal, revocation, or termination of this Franchise or of
25 the permanent discontinuance of the use of its pipelines and appurtenances, the
26 Grantee will, within sixty (60) business days thereafter, make a written application to
27 the Community Development Director for authority to engage in one of the following:
28 (1) abandon all, or a portion, of such pipelines and appurtenances in place; (2) remove

1 all, or a portion, of such pipelines and appurtenances; or (3) to transfer ownership of
2 the pipelines and appurtenances to the City to use as a conduit. Such application will
3 describe the pipelines and appurtenances desired to be abandoned by reference to the
4 map or maps required by section 7 of this ordinance and will also describe with
5 reasonable accuracy the relative physical condition of the pipelines and
6 appurtenances.

7 Thereupon, the Community Development Director will determine whether any
8 abandonment, removal or transfer that is proposed may be effected without detriment
9 to the public interest or under what conditions the proposed abandonment, removal or
10 transfer may be safely effected and will then notify the Grantee of any such
11 requirements and Grantee shall either remove all, or a portion of such pipelines and
12 appurtenances, abandon in place all, or a portion, of such pipelines and
13 appurtenances, or transfer ownership of the pipelines and appurtenances to the City to
14 use as a conduit.

15 If, for any reason, Grantee suspends operations of any of the pipelines contained in
16 this Franchise for a period in excess of ninety (90) days, Grantee will notify the
17 Community Development Director. During this period of suspended operations, the
18 Grantee will maintain its pipelines pursuant to State Fire Marshal standards. This will
19 continue until such a time as the pipeline is returned to service, abandoned or no
20 longer an asset of Grantee's. This section shall apply only to those pipelines
21 suspended from service subsequent to the enactment of the California Pipeline Safety
22 Act of 1981.

23 If any pipelines and appurtenances to be abandoned in place subject to prescribed
24 conditions are not abandoned in accordance with all such conditions, then the
25 Community Development Director may make additional appropriate orders, including, if
26 he deems desirable, an order that the Grantee remove all such pipelines and
27 appurtenances in accordance with applicable requirements at Grantee's sole cost
28 expense. In the event the Grantee fails to remove any pipelines and appurtenances

1 which it is obligated to remove in accordance with such applicable requirements as
2 may be prescribed by the Community Development Director, then the City may remove
3 such pipelines and appurtenances at the Grantee's sole cost and expense and the
4 Grantee will pay to the City the actual reasonable cost of removal.

5 Should any pipelines and appurtenances under this Franchise be abandoned in
6 accordance with directives of the State Fire Marshal and without City approval, whether
7 or not payments have terminated, and the pipelines and appurtenances interfere at a
8 future time with any public works project, Grantee will, upon request of the Community
9 Development Director, remove the pipelines and appurtenances at Grantee's sole cost
10 and expense. This section 12 will survive the termination or expiration of this
11 ordinance.

12 13 **Section 13: COMPLETION OF WORK:**

14 Whenever the Grantee fails to complete any work required of the Grantee by the terms
15 of this Franchise within the time limits required under this Franchise, the City may
16 cause the work to be completed by the City or, at the election of the City, by a qualified
17 private contractor. The Grantee agrees to pay to the City within sixty (60) days after
18 delivery of an itemized bill covering the reasonable cost of performing the work. The
19 cost of doing the work will be considered the actual cost. If the Grantee is dissatisfied
20 with the determination of the amount, it may petition the City Manager to review the
21 amount within ten days after such determination.

22 23 **Section 14: INSURANCE:**

24 **A.** Grantee must maintain at its sole cost and expense the following insurance,
25 subject to self-insurance provisions:

26 1) Automobile Liability, including owned, non-owned and hired vehicles, with
27 at least the following limits of liability:

28 a) Primary Bodily Injury with limits of at least \$250,000 per person,

1 \$500,000 per occurrence; and

2 b) Primary Property Damage of at least \$100,000 per occurrence, or
3 combined single limits of at least \$1,000,000.

4 2) General Liability including coverage for premises, products and
5 completed operations, personal injury and contractual obligations with combined single
6 limits of coverage of at least \$5,000,000 per occurrence. Grantee will ensure that all
7 independent contractors/vendors provide a like or greater amount of insurance as
8 required herein.

9 3) Pollution Liability including coverage for bodily injury or property damage
10 arising out of the sudden and accidental discharge, release or escape of smoke,
11 vapors, soot, fumes, acids, alkalis, toxic chemicals or gases, waste materials or other
12 irritants, contaminants or pollutants into or upon land, the atmosphere, or any
13 watercourse or bodies of water with combined single limits of coverage of at least
14 \$5,000,000.

15 4) Workers' Compensation with limits as required by the State of California
16 and Employers Liability with limits of at least \$500,000.

17 **B.** City, the City Council, and each member thereof, members of boards and
18 commissions, every officer, agent, official, employee and volunteer must be named as
19 additional insured under the general liability policy.

20 **C.** Except as permitted in subsection "F" of this section 15, Grantee must provide
21 certificates of insurance and/or endorsements to the City Clerk of the City of
22 Huntington Park at the request of the City Clerk.

23 **D.** Each insurance policy required by this section must contain a provision that no
24 termination, cancellation or change of coverage can be made without thirty days' notice
25 to City.

26 **E.** Insurance required by this Franchise will be satisfactory only if issued by
27 companies admitted to do business in California, rated "B+" or better in the most recent
28 edition of Best's Key Rating Guide, and only if they are of a financial category Class VII

1 or better, unless these requirements are waived by the Risk Manager of City ("Risk
2 Manager") due to unique circumstances. In the event the Risk Manager determines
3 that an increased or decreased risk of loss is posed to City, Grantee agrees that the
4 minimum limits of any insurance policies or performance bonds required by this
5 Agreement may be changed accordingly upon receipt of written notice from the Risk
6 Manager; provided that Grantee will have the right to appeal a determination of
7 increased coverage by the Risk Manager to the City Council of City within 10 days of
8 receipt of notice from the Risk Manager.

9 **F.** Grantee will have the option to self-insure such risks and insurance obligations,
10 for which Grantee will, at the request of the City, provide its standard letter of self-
11 insurance, in a form acceptable to City, for risks and insurance obligations agreed to
12 under this Franchise.

13
14 **Section 15: INDEMNIFICATION BY GRANTEE:**

15 Grantee will indemnify, defend, and hold harmless City, the City Council, each member
16 thereof, present and future, its officers, agents and employees from and against any
17 and all liability, expenses, including defense costs and legal fees, and claims for
18 damages whatsoever, including, but not limited to, those arising from breach of
19 contract, bodily injury, death, personal injury, property damage, loss of use, or property
20 loss arising out of Grantee's exercise of its rights under this Franchise. The obligation
21 to indemnify, defend and hold harmless includes, but is not limited to, any liability or
22 expense, including defense costs and legal fees, arising out of Grantee's, its officers,
23 employees, agents, subcontractors or vendors exercise of its rights under this
24 Franchise. It is further agreed, Grantee's obligations to indemnify, defend and hold
25 harmless will apply except to the extent of concurrent negligence or willful misconduct,
26 on the part of City, the City Council, each member thereof, present and future, or its
27 officers, agents, employees, contractors, subcontractors or vendors.

28 **Section 16: ASSIGNMENT:**

1 No transfer, assignment or lease, or attempted transfer, assignment or lease, of this
2 Franchise, or of any right, privilege or interest therein, to any person, firm, or
3 corporation, shall have any force, effect or validity unless and until the following is
4 satisfied:

5 a) The Grantee shall have duly executed a good and sufficient instrument
6 making such transfer, assignment, or lease, and a certified copy thereof shall have
7 been filed in the office of the City Clerk.

8 b) An ordinance of the City consenting to such transfer, assignment or lease
9 shall have been duly adopted and become effective; however, such consent shall not
10 be unreasonably withheld if the transferee, assignee or lessee, shall be a responsible
11 Corporation in good standing authorized to do business in the State of California.

12 c) The transferee, assignee, or lessee, shall duly execute and file in the
13 office of the City Clerk a good and sufficient instrument accepting such transfer,
14 assignment or lease, assuming all the obligations of the Grantee under this Franchise.

15 d) The new transferee, assignee, or lessee will pay to the City a sum of
16 money sufficient to reimburse it for all expenses incurred by it in connection with the
17 approval of the sale, transfer, assignment, or lease of this Franchise; said payment to
18 be made within thirty (30) days after the City will have furnished said Grantee with a
19 written statement of such expenses.

20

21 **Section 17: DEFAULT:**

22 **A. Noncurable Default.**

23 In the event that the Grantee defaults in the performance of any of the terms,
24 covenants or conditions contained in this Franchise and the default is not curable, the
25 City may declare this Franchise forfeited. Upon giving written notice of the forfeiture to
26 the Grantee, this Franchise will be void and the rights of the Grantee under this
27 Franchise will cease and terminate and the Grantee will execute an instrument of
28 surrender and deliver the surrender to the City.

1 **B. Curable Default.**

2 In the event that the Grantee defaults in the performance of any of the terms,
3 covenants and conditions contained in this Franchise and the default is curable, the
4 City will give written notice to the Grantee of the default. In the event that the Grantee
5 does not commence the work necessary to cure the default within one hundred and
6 twenty (120) days after notice is sent or fails to prosecute the work diligently to
7 completion, the City may declare this Franchise forfeited. Upon giving written notice of
8 the forfeiture to the Grantee, this Franchise will be void and the rights of the Grantee
9 under this Franchise will cease and terminate and Grantee will execute an instrument
10 of surrender and deliver the surrender to the City.

11 **C. Cumulative Remedies.**

12 No provision herein made for the purpose of securing the enforcement of the
13 terms and conditions of this Franchise shall be deemed an exclusive remedy, or to
14 afford the exclusive procedure, for the enforcement of said terms and conditions, but
15 the remedy and procedure herein provided in this Franchise, in addition to those
16 provided by law, shall be deemed to be cumulative.

17
18 **Section 18: SUPERSEDURE:**

19 This Franchise will be in lieu of any like Franchise, if any has been previously granted
20 by the City to the Grantee for same pipeline and appurtenances and any such other
21 Franchise, if any, will be deemed to be and will be repealed as of the date upon which
22 the grant of this Franchise is effective, and the rights, liabilities and obligations of the
23 Grantee under such other Franchise will thereupon cease and terminate. Should the
24 foregoing be applicable to the grant of this Franchise, the Grantee will pay to the City
25 any and all amounts accrued up to the effective date of this Franchise under such other
26 Franchise so repealed as shown by statement of such amounts in the form required by
27 such other Franchise filed not later than ninety days after this ordinance becomes
28 effective. Payment of such amounts will be made with the filing of such statement.

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Section 19: SCOPE OF RESERVATION:

Nothing contained in this Franchise will ever be construed so as to exempt the Grantee from compliance with all applicable ordinances of the City now in effect or which may be subsequently adopted which are not inconsistent with the terms of this Franchise. The enumeration in this Franchise of specific rights reserved will not be construed as exclusive, or as limiting the general reservations in the Franchise made or as limiting such rights as the City may now or hereafter have in law. Furthermore, the City (without admitting or recognizing in any way that it is not already vested with the powers hereinafter reserved) hereby expressly reserves the right to grade, widen, relocated, sewer, page, macadamize, to lay, conduit, water, gas, or other pipe therein, or to alter, repair, or otherwise provide for the making of local improvements in the streets along which this Franchise is granted, and the City also hereby expressly reserves the right to enact and enforce all reasonable and proper ordinances in the exercise of its police power, or its power to make and provide for the making of local improvement by special assessment, and nothing herein contained shall ever be construed or taken to exempt or as a contract right exempting the Grantee from complying with such ordinances now in force or which may hereafter be adopted. The enumeration herein of specific rights reserved shall not be taken as exclusive or as limiting the general reservations here made.

Section 20: NOTICE:

Any notice required to be given under the terms of this Franchise, the manner of service of which is not specifically provided for, may be served as follows:
Upon the City, by serving the City Clerk personally, or by sending written notice addressed to:

**City Clerk of the City of Huntington Park
City Hall
6550 Miles Avenue**

Huntington Park Ca, 90255

and depositing such notice in the United States mail, postage prepaid. Upon the Grantee, by sending written notice to Grantee, addressed to:

PBF Energy
Attn: Right of Way Manager
12851 E. 166th Street
Cerritos, Ca 90703

or such other address as may from time to time be furnished in writing by one party to the other and depositing the notice in the United States mail, postage prepaid. When the service of any such notice is made by mail, the time of such notice will begin with and run from the date of the deposit of the notice in the United States mail.

Section 21: SUCCESSORS:

The terms and conditions of this Franchise will inure to the benefit of or will bind, as the case may be, the successors and assigns of the parties to this Franchise, subject, however, to the provisions of section 16.

Section 22: ACCEPTANCE OF FRANCHISE:

This Franchise is granted and will be held and enjoyed only upon the terms and conditions contained within this Franchise, and the Grantee must, within thirty business days after the passage of the ordinance granting this Franchise, file with the City Clerk of the City of Huntington Park a written acceptance of the terms and conditions.

Section 23: FRANCHISE TO BE STRICTLY CONSTRUED AGAINST GRANTEE:

This Franchise is granted upon each and every condition contained within this Franchise and will be strictly construed against Grantee. Nothing will pass hereby unless it be granted in plain and unambiguous terms. Each of the conditions is a material and essential condition to the granting of this Franchise.

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Section 24: FORCE MAJEURE:

The time within which Grantee is obligated under this Franchise to construct, erect, maintain, operate, repair, renew, change the size of and remove pipelines and appurtenances or other improvements will be extended for a period of time equal in duration to, and performance in the meantime will be excused on account of and for and during the period of, any delay caused by strikes, threats of strikes, lockouts, war, threats of war, insurrection, invasion, acts of God, calamities, violent action of the elements, fire, action or regulation of any governmental agency, law or ordinance, impossibility of obtaining materials, or other things beyond the reasonable control of Grantee.

Section 25: DAMAGE TO PUBLIC PROPERTY:

Any damage done directly or indirectly to any public property by Grantee, in exercising directly or indirectly any right, power, or privilege under this Franchise, or in performing any duty under or pursuant to the provisions of this Franchise, will be promptly repaired by Grantee at its sole cost and expense.

Section 26: RECORDS AND PERIODIC REPORTS:

At all reasonable times and after prior written notice, Grantee will permit the City, at the request of the Community Development Director, to examine all property of Grantee erected, constructed, laid, operated or maintained pursuant to this Franchise, together with any appurtenant property of Grantee, and to examine and transcribe any and all books, accounts, papers, maps, and other records kept or maintained by Grantee or under its control, with regard to safety issues associated with this Franchise, excepting however such books or records that are classified proprietary or confidential in nature. Annually, during the life of this Franchise, and concurrently with provision of the annual payment pursuant to section 6, Grantee will file with the Community Development

1 Director, for the immediately preceding Franchise period the length of lines in streets,
2 the internal diameter of such lines, the rate per foot per year, and the total amount due
3 to the City.

4
5 **Section 27: PRIOR FRANCHISES:**

6 All pipelines and appurtenances erected, constructed, laid, operated or maintained by
7 Grantee in the streets, whether installed by Grantee or not, in the area described in
8 and by virtue of the authority provided by the ordinance granting this Franchise, prior to
9 the effective date of this ordinance, except those maintained under prior right other
10 than Franchise, will become subject to all the terms and conditions of this ordinance
11 upon its effective date. The parties intend by this provision to ensure that no lineal
12 footage of pipeline which is constructed, erected, maintained, operated, repaired,
13 renewed, changed in size, or removed by Grantee within the City of Huntington Park is
14 inadvertently omitted from this Franchise unless otherwise covered by separate
15 agreement with the City.

16
17 **Section 28: SEVERABILITY:**

18 If any section, subsection, sentence, clause, or phrase of this ordinance is for any
19 reason held to be invalid or unconstitutional by the decision of any court of competent
20 jurisdiction, the decision will not affect the validity of the remaining portions of the
21 ordinance. The City Council declares that it would have passed this ordinance and
22 each section, subsection, sentence, clause and phrase, irrespective of the fact that any
23 one or more sections, subsections, sentences, clauses or phrases are declared invalid
24 or unconstitutional.

25
26
27 **Section 29: EFFECTIVE DATE:**

28 This ordinance will take effect thirty (30) days after the date of its adoption. Within

1 fifteen days following adoption, this ordinance or a summary of this ordinance, if
2 authorized by the City Council, will be published at least once in the Daily Breeze, a
3 newspaper of general circulation, published and circulated in the City of Huntington
4 Park.
5

6 **Section 30: ATTORNEY'S FEES:**


7 Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other
8 proceeding by which one party either seeks to enforce its rights under this ordinance
9 (whether in contract, tort or both) or seeks a declaration of any rights or obligations
10 under this ordinance, the prevailing party will be awarded reasonable attorney's fees,
11 together with any costs and expenses, to resolve the dispute and to enforce any
12 judgment.

13 INTRODUCED AND APPROVED this 15th day of November, 2016.
14

15 ADOPTED AND PASSED this 6th day of December, 2016.
16

17 
18 Graciela Ortiz, Mayor

19 ATTEST:

20 
21 Donna G. Schwartz, CMC City Clerk
22

23 APPROVED AS TO FORM:

24 City Attorney
25

26 By: 
27
28

CERTIFICATION


STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Ordinance No. 2016-951 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 6th day of December, 2016, by the following vote, to wit:

AYES: Council Member(s): Amezquita, Macias, Pineda, Vice Mayor Sanabria and Mayor Ortiz

NOES: Council Member(s): None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 7th day of December 2016.


Donna G. Schwartz, CMC, City Clerk

ATTACHMENT "C"



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Pipeline Safety Division
3780 Kilroy Airport Way, Suite 500
Long Beach, California 90806
(562) 497-0350
Website: www.fire.ca.gov



CERTIFIED MAIL No: 7021-0350-0000-8187-7120

July 21, 2023

Cesar Roldan
Director of Public Works
City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255

SUBJECT: TORRANCE PIPELINE COMPANY LLC M-145 (OSFM LINE ID #0205)

Dear Mr. Roldan:

CAL FIRE – Office of the State Fire Marshal (OSFM) confirms that Torrance Pipeline Company (TLC) is in compliance with federal and state regulations regarding the maintenance and operation of the subject pipeline located within the City of Huntington Park.

TLC's M-145 line is a refined product pipeline flowing from Torrance to Vernon Terminal, with an additional connection to Kinder Morgan Watson station. The pipeline measures 12" in diameter and spans a total length of 18.26 miles.


Under the California Pipeline Safety Act and the U.S. DOT Code of Federal Regulations (CFR), TLC is obligated to operate and maintain their pipelines with adherence to safety protocols. An inspection of the pipeline was conducted on August 26, 2022, revealing no violations of regulatory standards on the subject pipeline. Furthermore, a successful pressure test was conducted on January 1, 2019, providing evidence of the pipeline's structural integrity. An internal inspection using a smart pig was also performed on December 19, 2019, assessing the integrity of the subject pipeline.

Should you require any further assistance or have any additional inquiries, please do not hesitate to contact Andy Chau, Supervising Pipeline Safety Engineer, at (562) 305-0679.

Cesar Roldan
July 21, 2023
Page 2

Sincerely,

DocuSigned by:



980F8D3AE95C42E...

JAMES HOSLER

Assistant Deputy Director

Chief of Pipeline Safety and CUPA Programs

cc: Andy Chau, OSFM, Supervising Pipeline Safety Engineer
Huy Nguyen, OSFM, Supervising Pipeline Safety Engineer
Brendan Feery, OSFM, Supervising Pipeline Safety Engineer
Doug Allen, OSFM, Supervising Pipeline Safety Engineer
Alin Podoreanu, OSFM, Supervising Pipeline Safety Engineer

ITEM 18



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

September 19, 2023

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Honorable Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF THE FY 2022-2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR FEDERAL GRANT FUNDS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing; and
2. Approve the Consolidated Annual Performance and Evaluation Report (CAPER) for FY 2022-2023, inclusive of any comments received by the City Clerk during the 15-day public comment period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City prepares a CAPER in connection with the Five-Year Consolidated Plan and FY 2022-2023 Annual Action Plan which details how the City utilized the funds received from the U.S. Department of Housing and Urban Development (HUD). For FY 2022-2023, the City received \$1,112,249 in CDBG funds and \$640,934 in HOME funds. The CAPER reflects all progress and accomplishments in carrying out the City's priorities listed in the FY 2022-2023 Annual Action Plan and the Five-Year Consolidated Plan. The CAPER is a federally required report for the formula grants, principally comprised of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.

CONSIDERATION AND APPROVAL OF THE FY 2022-2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR FEDERAL GRANT FUNDS

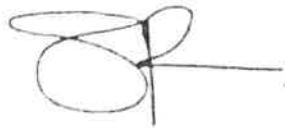
CONCLUSION

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Director of Community Development

ATTACHMENT(S)

- A. Notice of Public Hearing and 15-Day Review Period (English and Spanish)
- B. FY 2022-2023 CAPER

ATTACHMENT "A"

CITY OF HUNTINGTON PARK
NOTICE OF PUBLIC HEARING AND 15-DAY REVIEW PERIOD FOR THE
FY 2022/23 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

NOTICE IS HEREBY GIVEN that the City of Huntington Park will conduct a public hearing for the Fiscal Year (FY) 2022/23 Consolidated Annual Performance and Evaluation Report (CAPER) **at 6:00 p.m. on September 19, 2023, to be held before the City Council in the Council Chambers located at 6550 Miles Avenue, Huntington Park, California 90255.**

The CAPER functions as a report that details the progress and accomplishments in carrying out the City's priorities as identified in the City's FY 2022/23 Annual Action Plan and 2020-2024 Five-Year Consolidated Plan. The U.S. Department of Housing and Urban Development (HUD) requires a CAPER to be prepared and submitted which outlines the end results of federal grant funds. For FY 2022/23, the City received CDBG funds and HOME funds. These funds are designed to assist the City in providing decent and affordable housing; provide community and economic development services; improve public infrastructure; and expand anti-poverty activities for low-and moderate-income persons. The FY 2022/23 CAPER reflects activities conducted between July 1, 2022, to June 30, 2023. Following adoption, the FY 2022/23 CAPER will be submitted to HUD.

The FY 2022/23 CAPER will be made available for public review for a period of 15-days beginning **Thursday, August 31, 2023, and ending Friday, September 15, 2023.** Residents are invited to email iahumada@hpcg.gov or call in at (323) 584-6290 their comments to the Community Development Department **no later than 5:00 p.m. on September 15, 2023.** A copy of the CAPER will be made available for review on the City's website at www.hpcg.gov or can be viewed at the following locations:

- City Hall, City Clerk, and Community Development Department, 6550 Miles Avenue, Huntington Park, CA 90255
- Huntington Park Library, 6518 Miles Avenue, Huntington Park, CA 90255
- Salt Lake Park, 3401 E. Florence Avenue, Huntington Park, CA 90255

It is the City's goal to comply with Section 504 of the Rehabilitation Act of 1973, as amended by, the American with Disabilities Act (ADA) of 1990 and the ADA Amendment Act of 2008, the Fair Housing Act, and the Architectural Barriers Act in all respects. For this reason, special accommodations for disabilities and/or language barriers are available, including translation services for Spanish, as required by the City's Citizen Participation Plan.

Any requests for special accommodations may be directed to Ishah Ahumada, at (323) 584-6290 or via email at iahumada@hpcg.gov. Notification at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide participation in the meeting or service.

CIUDAD DE HUNTINGTON PARK
AVISO DE AUDIENCIA PÚBLICA Y PERÍODO DE REVISIÓN DE 15 DÍAS PARA EL
INFORME ANUAL DEL 2022/23 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION
REPORT

POR LA PRESENTE SE NOTIFICA que la Ciudad de Huntington Park **llevará a cabo una audiencia pública** para el Informe Anual Consolidado de Desempeño y Evaluación (CAPER) del Año Fiscal (FY) 2022/23 a las 6:00 p.m. el 19 de septiembre de 2023, que se llevará a cabo ante el Concejo Municipal en las Cámaras del Consejo ubicadas en 6550 Miles Avenue, Huntington Park, California 90255.

El CAPER funciona como un informe que detalla el progreso y los logros en la realización de las prioridades de la Ciudad identificadas en el Plan de Acción Anual del Año Fiscal 2022/23 y el Plan Consolidado Quinquenal 2020-2024. El Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD, por sus siglas en inglés) requiere que se prepare y presente un CAPER que describa los resultados finales de los fondos de subvenciones federales. Para el año fiscal 2022/23, la Ciudad recibió fondos de CDBG y fondos de HOME. Estos fondos están diseñados para ayudar a la Ciudad a proporcionar viviendas decentes y asequibles; prestar servicios de desarrollo comunitario y económico; mejorar la infraestructura pública; y ampliar las actividades de lucha contra la pobreza para las personas de ingresos bajos y moderados. El CAPER del año fiscal 2022/23 refleja las actividades realizadas entre el 1 de julio de 2022 y el 30 de junio de 2023. Tras la adopción, el CAPER del año fiscal 2022/23 se presentará a HUD.

El CAPER del año fiscal 2022/23 estará disponible para revisión pública por un período de 15 días a partir del **jueves 31 de agosto de 2023 y hasta el viernes 15 de septiembre de 2023**. Se invita a los residentes a enviar un correo electrónico [a iahumada@hpcg.gov](mailto:iahumada@hpcg.gov) o llamar al (323) 584-6290 con sus comentarios al Departamento de Desarrollo Comunitario **a más tardar a las 5:00 p.m. del 15 de septiembre de 2023**. Una copia del CAPER estará disponible para su revisión en el sitio web de la Ciudad [en www.hpcg.gov](http://www.hpcg.gov) o se puede ver en los siguientes lugares:

- Ayuntamiento, Secretario de la Ciudad y Departamento de Desarrollo Comunitario, 6550 Miles Avenue, Huntington Park, CA 90255
- Biblioteca de Huntington Park, 6518 Miles Avenue, Huntington Park, CA 90255
- Salt Lake Park, 3401 E. Florence Avenue, Huntington Park, CA 90255

El objetivo de la Ciudad es cumplir con la Sección 504 de la Ley de Rehabilitación de 1973, enmendada por la Ley de Estadounidenses con Discapacidades (ADA) de 1990 y la Ley de Enmienda de la ADA de 2008, la Ley de Vivienda Justa y la Ley de Barreras Arquitectónicas en todos los aspectos. Por esta razón, hay adaptaciones especiales disponibles para discapacidades y / o barreras lingüísticas, incluidos servicios de traducción para español, según lo requiere el Plan de Participación Ciudadana de la Ciudad.

Cualquier solicitud de adaptaciones especiales puede dirigirse a Ishah Ahumada, al (323) 584-6290 o por correo electrónico a iahumada@hpcg.gov. La notificación al menos 48 horas antes de la reunión o la hora en que se necesitan servicios ayudará al personal de la Ciudad a asegurar que se puedan hacer arreglos razonables para proporcionar participación en la reunión o servicio.

ATTACHMENT "B"



CITY OF
HUNTINGTON
PARK

FY 2022
CAPER



FY 2022-2023

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

September 2023





HUNTINGTON PARK

THE CITY OF PERFECT BALANCE *California*

August 31, 2023

Dear Residents of Huntington Park:

Each year, the City of Huntington Park (City) is required to submit a Consolidated Annual Performance Evaluation Report (CAPER) detailing the accomplishments for programs funded by the United States Department of Housing and Urban Development (HUD).

In the 2022-2023 program year spanning July 1, 2022 through June 30, 2023 the City received a total of \$1,753,183 in entitlement funds, of which \$1,112,249 is designated for the Community Development Block Grant (CDBG) Program and \$640,934 for the HOME Program respectively. The CAPER documents the overview of development activities and programs funded by CDBG and HOME funds that collectively help to implement the City's Five-Year Consolidated Plan. The 2022-2023 program year spanning July 1, 2022 through June 30, 2023 is the City's third year reporting period of its Five-Year 2020-2024 Consolidated Plan (Consolidated Plan).

The FY 2022-2023 CAPER will be made available for public review for a period of 15-days beginning Thursday, August 31, 2023, and ending Friday, September 15, 2023. Residents are invited to email iahumada@hpca.gov or call in at (323) 584-6290 their comments to the Community Development Department no later than 5:00 p.m. on September 15, 2023. A copy of the CAPER will be made available for review on the City's website at www.hpca.gov or can be viewed at the following locations:

- City Hall, City Clerk, and Community Development Department, 6550 Miles Avenue, Huntington Park, CA 90255
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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year

Each program year, the City of Huntington Park (City) is required to submit a Consolidated Annual Performance Evaluation Report (CAPER) to the United States Department of Housing and Urban Development (HUD) detailing the expenditures is has accomplished with federal Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds. The 2022-2023 program year spanning July 1, 2022 through June 30, 2023 is the City's second year reporting period of its Five-Year 2020-2024 Consolidated Plan (Consolidated Plan). In addition, the CAPER will report on the expenditures and accomplished achieved by the City with Community Development Block Grant Coronavirus (CDBG-CV) funds as authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, enacted in March 2020 and programmed in the City's 2019-2020 Annual Action Plan. As an entitlement grantee, the City receives CDBG and HOME funds on an annual basis from HUD. The City allocates these funds each program year via their Annual Action Plan to eligible activities that addresses the City's Five-Year Strategic Plan towards addressing the community's needs, especially its low- and moderate-income population. During the 2022-2023 program year, the City received \$1,112,249 in CDBG and \$640,934 in HOME funds. Lastly, the City utilized CDBG-CV funds to implement activities that prepared for, prevented, and responded to Coronavirus pandemic. Along with other resources, the City and its partners were able to accomplish the following during the 2022-2023 program year:

- Sustain and Strengthen Neighborhoods. Preserve Existing & Create New Affordable Housing, Support Agencies that Assist Homeless Populations. Provided homeless services to 180 unduplicated homeless residents. Provide Needed Infrastructure Improvements. Preserved Existing Public Facilities. Provided Needed Community Services to LMI Persons. Provided fair housing services to 237 unduplicated residents. Planning and Community Development, Provided general CDBG Administration services. Provided general HOME Administration services. Provided emergency rental assistance to several unduplicated residents.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Planning and Community Development	Planning and Community Development	CDBG: \$ / HOME: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	237	237%	200	237	118.5%
Planning and Community Development	Planning and Community Development	CDBG: \$ / HOME: \$	Other	Other	10	6	60%	2	2	100%
Preserve Existing & Create New Affordable Housing	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	60	7	11.66%			
Preserve Existing & Create New Affordable Housing	Affordable Housing	CDBG: \$ / HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	20	0	0.00%			
Preserve Existing Public Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100000	10,833	10.83%			
Provide Needed Community Services to LMI Persons	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1500	8,853	616.87%	400	0	0.00%
Provide Needed Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	125000	27,318	21.85%			

Support Agencies that Assist Homeless Populations	Homeless	CDBG: \$	Homelessness Prevention	Persons Assisted	500	265	53%	130	130	100.00%
Support Agencies that Assist Special Needs Pop.	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	650	464	71.38%			
Sustain and Strengthen Neighborhoods	Non-Housing Community Development	CDBG: \$	Other	Other	1000	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The Consolidated Plan focuses on decent housing, suitable living environment for low- and very low-income households, seniors, persons with special needs and individuals experiencing homelessness, and programs for public facility improvements in the Low- and Moderate Income (LMI) residential areas. The FY22 activities address priority goals set forth in the City's 2020-2024 Five-Year Consolidated Plan. For example, direct services such as case management, outreach, and support were provided to homeless and low-income persons. All these activities are identified as high priorities in the Consolidated Plan.

During FY22, the City's allocation to public services assisted 130 low-income and homeless individuals, providing them with food, shelter, assistance in finding housing and other supportive services to help them in their daily lives.

A public improvement project was completed that reconstructed streets in low-income neighborhoods, the total population in the service area is 16,485.

CR-10 - Racial and Ethnic composition of families assisted.

Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)

	CDBG	HOME
White	240	0
Black or African American	14	0
Asian	1	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	1	0
Other	161	0
Total	417	0
Hispanic	382	0
Not Hispanic	34	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

There were a total of 417 people assisted during the 2022 program year. Inner City Visions served 417 people assisted during the 2022 program year. Inner City Vision Served 180 people and Fair Housing served 237.

Identify the resources made available.

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$1,112,249	\$196,833.36
HOME	public - federal	\$640,934	\$0

Table 3 - Resources Made Available

Narrative

As seen in Table 3 above, the funding expended by CDBG and HOME during the program year was below normal due to Staff turnover. Because of these unforeseen circumstances, the City had to modify their programs by postponing and/or changing how these services were provided.

Identify the geographic distribution and location of investments.

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Huntington Park	100%	100%	City of Huntington Park

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City utilizes a majority of its CDBG funds for projects and programs operated citywide. Approximately 80% of CDBG funds were allocated towards activities that are targeted to the most-needy neighborhoods: those census tracts where 51% or more of the residents are low- or moderate-income. Annually, the City will check the HUD GIS maps to determine census tract and block group eligibility.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Huntington Park does not require a match for HOME and CDBG funds; however, they encourage CDBG Sub-recipients to obtain additional funding from outside sources to maximize service impact for activities provided to the low-moderate income residents of the City.

The City of Huntington Park does not have any publicly owned property or land that is located within the jurisdiction that was used to address the needs identified in the City's plan.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
N/A	N/A	0	0	0	0	0	0	0

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0		0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	0	0
Businesses Displaced	0	0

Nonprofit Organizations Displaced		0	0			
Households Temporarily Relocated, not Displaced		0	0			
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The national emergency and effects of COVID-19 has placed a hold on several of the City's projects due to safety and economic concerns, therefore, negatively impacting new affordable housing development in the City and throughout the country. However, due to COVID-19 restraints, the City was unable to accomplish this effort. The City will roll over these funds to subsequent years for the overall development of new affordable housing. To offset these endeavors, the City utilized previously awarded CDBG-CV funds to implement its Emergency Housing Assistance Program in which the City was able to assist a vast number of unduplicated residents, with rental and utility assistance to prevent homelessness and provide affordable housing for the City's residents.

During the 2022-2023 program year, the City continued to research and build partnerships with qualified CHDO's to develop housing for those in need, including the homeless, special needs and disabled for the years to come.

Discuss how these outcomes will impact future annual action plans.

The City's 2020-2024 Consolidated Plan identified the preservation and creation of affordable housing as a high priority need. Unfortunately, COVID-19 will have a lasting effect for the foreseeable future. However, the City is optimistic that it will be able to overcome the obstacles that COVID-19 has presented. The City anticipates allocating HOME funds towards activities that preserve existing and create new affordable housing units in subsequent Action Plans. The City is resuming Home Repair Program and the First Time Home Buyer Program that was previously placed on hold due to COVID-19. The Home Repair Program will assist low-moderate residents with health and safety repairs in their home and the First Time Home Buyer Program will help residents with downpayment towards their first homes.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	317	0
Low-income	98	0
Moderate-income	2	0
Total	417	0

Table 13 – Number of Households Served

Narrative Information

A total of \$166,626 was allocated for two public service agencies that serve primarily low to moderate income individuals and families which includes Inner City Visions and Salvation Army. The City allocated \$20,000 in CDBG admin for Fair Housing Foundation, a public service agency that informs renters of their legal rights, assist with landlord/tenant disputes, and rental discrimination. Inner City Visions utilized their funds to assist 180 extremely low income individuals. Fair Housing Foundation utilized their funds to assist 137 extremely low income, 98 low income, and 2 moderate income individuals. The Salvation Army did not use any CDBG funds for the program year.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The number of people experiencing homelessness in Los Angeles County remains relatively high at approximately 75,518 on a single night in January 2023, as referenced in the Greater Los Angeles Homeless Count, 2023; of these, approximately 55,155 are unsheltered. The City lies within the jurisdiction of Service Planning Area (SPA) 7 - East Los Angeles County as part of the L. A. CoC. As reported in the 2023 Greater Los Angeles Homeless Count, there were approximately 6,511 people experiencing homelessness in SPA 7; of these, 206 were unsheltered.

Preventing and ending homelessness is a City and HUD high priority addressed through coordination of regional strategies carried out locally by government agencies and a wide variety of community-based organizations and faith-based groups. To further exemplify this approach, the City supports the efforts of the Los Angeles Homeless Services Authority (LAHSA) in their mission to drive the collaborative strategic vision to create solutions for the crisis of homelessness grounded in compassion, equity, and inclusion. In December of 1993, the Los Angeles County Board of Supervisors, the L. A. Mayor, and City Council created the LAHSA as an independent, joint powers authority. LAHSA is the lead agency in the L. A. CoC, which is the regional planning body that coordinates housing and services for homeless families and individuals in the County. LAHSA coordinates and manages over \$800 million annually in federal, state, county, and city funds to programs that provide shelter, housing, and services to people experiencing homelessness. In alignment with these strategies, the City has allocated CDBG and CDBG-CV funds to the public service provider Salvation Army Southeast Communities and Inner-City Visions to implement activities that assist the homeless and those at-risk of homelessness with case management, referral and/ or supportive services to homeless individuals within the City to transition them from the streets into permanent housing.

In addition, the City of Huntington Park Police Department (HPPD) is part of the Southeast Regional Mental Evaluation Team (SERMET), a successful mental health and homeless outreach partnership with the Los Angeles County Department of Mental Health. SERMET facilitates for police officers and mental health clinicians to work together, to provide support and resources to the mentally ill and homeless population in the community. HPPD uses allocated City Law Enforcement funding to pay the salary of full-time police officer to work exclusively with the SERMET program and to expand on HPPD's current outreach and assistance to the homeless population in the community.

Addressing the emergency shelter and transitional housing needs of homeless persons

Preventing and ending homelessness is a high priority need. The consensus throughout the nation to addressing these needs is based on a housing first philosophy. However, due to low availability of affordable housing and wages not keeping up with rental costs in Los Angeles County, this is a tough endeavor. An alternative to this approach is provided through emergency shelter and transitional

housing for persons experiencing homelessness; while there are no emergency shelters located in the City, a 450-bed regional shelter is located in the adjacent City of Bell.

During the 2022-2023 program year, the City awarded funds to its Inner-City Visions program to provide case management, referral services, and other services to help combat the needs of homeless persons. The City will continue to collaborate with stakeholders and public service providers to help reduce the need for emergency shelter and transitional housing needs. However, this task will take time to address as the needs for emergency shelters and transitional housing are vast as illustrated in the 2023 Greater Los Angeles Homeless Count.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In addition to Huntington Park Police Department (HPPD) partnership with the Southeast Regional Mental Evaluation Team (SERMET), the City continues to address needs of the homeless and those at risk of homelessness, by partnering with experienced service providers like Inner City Visions and Salvation Army. Service providers have an essential role in providing homeless case management; and engaging the homeless through a street outreach component to connect them to available services.

The City continued to contract with Fair Housing Foundation to provide a wide range of fair housing services to ensure equal housing opportunities for its residents. Their services include tenant and landlord workshops, virtual counseling, walk-in clinics (pre-COVID-19), outreach and education.

Lastly, to address the impacts of COVID-19, the City utilized prior year CDBG-CV funds to implement its Emergency Rental Assistance Program in which the City will continue assist a vast number of unduplicated residents, with rental and utility assistance to prevent homelessness.

The City continued to contract with Fair Housing Foundation to provide a wide range of fair housing services to ensure equal housing opportunities for its residents. Their services include tenant and landlord workshops, virtual counseling, walk-in clinics (pre-COVID-19), outreach and education.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City continues to bridge partnerships with local organizations to help homeless persons make the transition to permanent housing and independent living. The City fully supports LAHSA's efforts as the

lead agency in the Los Angeles Continuum of Care that coordinates housing and services for homeless families and individual in Los Angeles County. LAHSA coordinates with over 100 nonprofit partner agencies to coordinate permanent housing, supportive services, access centers, emergency shelters, safe havens, transitional and permanent housing, along with the necessary supportive services designed to provide the tools and skills required to attain a stable housing environment. The City also advocates for Inner City Visions to provide victims of domestic violence who are homeless with job placement, individualized educational programs, financial resources, peer support to prevent them from becoming homeless again. Furthermore, City of Huntington Park will use its HOME-ARP allocation of \$2,180,103 as amended in March 2023 to fund acquisition and rehabilitation of non-congregate shelters.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not administer Housing Choice Vouchers (i.e., Section 8 Vouchers) and does not own Public Housing units. However, the City falls within the service area of the Los Angeles County Development Authority (LACDA) for the purpose of Housing Choice Vouchers and Public Housing. The Housing Choice Voucher Program offers tenant-based assistance subsidized by the Federal government. Participants find their own rental housing in the open market and pay a portion of their income towards rent. The LACDA subsidizes the balance of the monthly rent in direct payments to the owner through funding received by the U.S. Department of Housing and Urban Development (HUD). According to the LACDA Annual Plan for Fiscal Year 2022-2023, the LACDA manages a total of 25,772 Housing Choice Vouchers.

In addition, the LACDA receives funding from the U.S. Department of Housing and Urban Development (HUD) to maintain and manage public and affordable housing located throughout Los Angeles County. The LACDA owns and operates 3,229 public housing units located on 68 properties serving more than 6,500 residents. Residents of public or affordable housing pay no more than 30% of their adjusted monthly gross income for rent. Rental receipts and an operating subsidy from HUD supply most of the funds to provide affordable, quality housing and safe environments for families with limited means. As of April 2023, there is no public housing units managed by the LACDA in the City.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The LACDA and the City encourage and promote public housing residents to explore homeownership opportunities and programs. The LACDA provides a variety of programs that help potential homebuyers make their dream a reality. Through programs such as the Home Ownership Program, Mortgage Credit Certificate Program and First Home Mortgage Program, homebuyers can gain access to financial resources such as down payment, closing costs assistance and Federal Tax Credits. In addition, LACDA's Family Self-Sufficiency (FSS) program is a five-year voluntary program designed to help families achieve economic self-sufficiency and home ownership by providing services ranging from case management and referrals to supportive social services.

The City resumed their First Time Home Buyer Program (FTHB) in April 2023 following its hold due to COVID-19 and held a homebuyer workshop on March 7, 2023 with 15 households in attendance. The FTHB program will assist residents with downpayment towards their first home. However, with the rising cost of homes in the Los Angeles County it has been proven a challenge to find homes that are affordable to its FTHB applicant. By leveraging previous HOME funds, the City partnered with Azure Developer for the development of Amada Townhomes that will provide nine (9) for affordable units in the City.

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

State law recognizes the vital role local governments play in the availability, adequacy, and affordability of housing. Every jurisdiction in California is required to adopt a comprehensive, long-term General Plan to guide its physical development. The Housing Element is one of the seven mandated elements of the General Plan. Housing Element law mandates that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community.

Potential governmental constraints include land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local development processing and permit procedures.

The City has made the following progress in removing public sector impediments to affordable housing:

- Through its Density Bonus/Affordable Housing ordinance, providing a density bonus and one additional regulatory incentive in exchange for the inclusion of affordable units. The ordinance identifies specific regulatory incentives that may be granted, including decreased parking standards, increased height, and reduced setbacks, among other items. Units must remain affordable for at least 30 years, or where Redevelopment funds are involved, 45 years for ownership units and 55 years for rental units.
- Under Government Code Section 65915-65918, a density increase over the otherwise maximum allowable residential density under the Municipal Code is available to developers who agree to construct housing developments with units affordable to low- or moderate-income households or senior citizen housing development.
- The City's Zoning Ordinance permits zero lot line/small lot developments within the RH and R-M zoning districts, to add standards for small lot developments. The standards act as an alternative to attached housing in multi-family districts. By allowing smaller lot sizes, the ordinance facilitates the development and reduces development costs.
- The City's Zoning Code establishes modified development standards to facilitate the provision of senior housing (age 55+). Senior housing is permitted at densities up to 225 units per gross acre within the Senior Citizen Housing Overlay. In addition, a reduced parking ratio of one space for every two guest rooms is provided.
- The City's Zoning Code regulates the conversion of rental units to condominiums through a Conditional Use Permit process as a means of managing the undesirable aspects of conversion projects on tenants and the stock of rental housing in the community. Prior to approval, the Commission must find the following:
 - Project will not adversely affect the supply and availability of rental housing
 - At least 25% of the project's tenants qualify for the purchase of units

- Maximum occupancy of one tenant
- Minimum unit size of 150 square feet
- Toilet and sink in room separate from living space
- If complete bathrooms not provided in each unit, shared showers to be provided on each floor
- If kitchens not provided in each unit, common kitchen facility shall be provided on each floor
- Management Plan submitted for review with Conditional Use Permit
- The City has amended its Zoning Ordinance to permit emergency shelters with up to 30 beds in the MPD zone by right and emergency shelters with more than 30 beds, subject to a CUP.
- The City adopted a Reasonable Accommodation Ordinance in which the purpose is to provide individuals with disabilities reasonable accommodation in regulations and procedures to ensure equal access to housing, and to facilitate the development of housing.
- The City has adopted standards to regulate the development and operation of SROs.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Huntington Park identified long-range strategies, activities and funding sources to implement the goals in the areas of housing and community development services for the benefit of the residents.

- The City continued to seek other resources and funding sources to address the biggest obstacle to meeting the community's underserved needs, which is the lack of funding and/or inadequate funding.
- The City looked for innovative and creative ways to make its delivery systems more comprehensive and will continue existing partnerships with both for-profit and not-for-profit organizations.
- The City addressed community development needs with federal funds such as infrastructure improvements and improving public facilities.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

To better protect children and families against lead poisoning, in 1999 HUD instituted revised lead-based paint regulations focused around the following five activities:

- Notification
- Lead Hazard Evaluation
- Lead Hazard Reduction
- Ongoing Maintenance
- Response to Children with Environmental Intervention Blood Lead Level

The Community Development Department coordinated the City's efforts to reduce lead-based paint hazards pursuant to HUD Lead Based Paint Regulations (Title X). To reduce lead in existing housing, the City requires all rehabilitation projects funded with CDBG and HOME to be tested for lead-based paint and asbestos. When a lead-hazard is present, a lead consultant is hired to provide abatement or

implementation of interim controls.

Additionally, the City partnered with Communities for a Better Environment (CBE) and the Los Angeles Community Legal Center (LACLC) to launch the Indoor Lead Abatement Project and Lead Rehabilitation Program. The program reached out to and educated residents with small children (or children who visited) in 105 Huntington Park residences. CBE also signed up qualified low-income tenants and homeowners to receive lead paint abatement.

The City also coordinated with the L.A. County Childhood Lead Prevention Program (CCLPP). CCLPP is responsible for enforcement of L.A. County's Lead Abatement Ordinance, including inspection, regulations and consultation. The CCLPP provided the City with the address of any household where there was evidence of lead poisoning or elevated blood levels in children or any other evidence of lead from a physical inspection of a property. The City contacted the property owners and offered financial aid to assist in the abatement of the hazard. The City provided lead hazard education and outreach through its newsletter and at other information distribution outlets (e.g., City Hall, Parks and Recreation, and the Library).

The LEAD program ended in November 2018 and has been concluded as of February 2019.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The 2015-2019 American Community Survey reported that 23.6% of the City residents were living in poverty. Of greatest concern is an increase in the number of individuals and families becoming homeless or at risk of becoming homeless due to poor economic conditions. Major factors affecting the increase in poverty are unemployment and underemployment and climbing costs, especially of safety-net expenditures like insurance and health care, which the 2015-2019 American Survey reported that 18.9% of the City's residents under the age of 65 were living without health insurance.

Now, with the COVID-19 Pandemic having forced several businesses to close or lay-off a vast majority of their employees due to economic or social-distancing reasons. For this reason, many have found themselves without a job and struggling to keep a roof over their heads. This will be a great endeavor for the City to assess and properly act towards. Fortunately, actions are being taken now by the City by utilizing its previously awarded CDBG-CV funds towards its Emergency Rental Assistance Program.

Based on the Consolidated Plan's Needs Assessment and available resources in program year, the City allocated CDBG funds to support public service programs for the benefit of low to moderate-income residents. The City also expanded and created new partnerships with service providers and community-based organizations to provide community enrichment programming, affordable housing, case management services, and the development of life skills and self-sufficiency.

The City will fully have complied with Section 3 of the Housing and Community Development Act, which helps foster local economic development and individual self-sufficiency. This set of regulations requires that, to the greatest extent feasible, the City provide job training, employment, and contracting opportunities for low or very low-income residents and business concerns in connection with housing and public construction projects.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

As the recipient of CDBG and HOME funds, the City delegated the Community Development Department to be the lead responsible for the Analysis of Impediments to Fair Housing. The Community Development Department was tasked with drafting the Annual Action Plan and CAPER.

The City worked with non-profit agencies, for-profit developers, advocacy groups, clubs, and organizations, neighborhood leadership groups, City departments and with the private sector to implement the City's five-year strategy to address the priority needs outlined in the Consolidated Plan for Fiscal Years 2020-2021 thru 2024-2025. Engaging the community and stakeholders in the delivery of services and programs for the benefit of low to moderate residents was vital in overcoming gaps in service delivery. The City also utilized public notices, Community Workshops and Meetings (as appropriate) (Facebook Live), the City's website, and other forms of media to deliver information on carrying out the Consolidated Plan strategies.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

In an ongoing effort to bridge the gap of various programs and activities, the City developed partnerships and collaborations with local service providers and City departments that have been instrumental in meeting the needs and demands of the homeless, low-income individuals and families, and other special needs. The array of partners includes but are not limited to: the Huntington Park Police Department, Parks and Recreation, and Public Works Departments; the Salvation Army; HP Library; HUB Cities; and Fair Housing Foundation. During FY 2022-2023, the City continued to foster these partnerships.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

A regional analysis of impediments was completed in 2019. Some of the impediments identified include inequality in lending, lack of access to opportunity (especially in transportation and jobs proximity), lack of necessary zoning for housing types, a need for affordable housing to the cost-burdened, and the potential for housing discrimination. The development of strategies to remove impediments to fair housing was completed prior to the 2020-2024 Consolidated Plan process.

The previous analysis identified inadequate analysis of lending practices as well as lack of initiatives to promote fair housing. An action the City has taken is to support the Fair Housing Foundation, which provides fair housing education and counseling to the community. Additionally, the City participated workshops to learn from the public their experiences with housing discrimination and difficulties finding housing.

Regarding barriers to Section 8 vouchers, the City has worked with HACLA to develop effective outreach strategies that include the Section 8 Marketing Packet and delivering packets to landlords with rentals in the City of Huntington Park.

To address barriers to the development of affordable housing throughout the City, the City is working on its inclusionary ordinance and also working on the ordinance to include new incentives to encourage the development of larger units. Also, the City offers streamlined review and incentives for developments within specific plan areas, including allowing up to 30 units per acre by right.

DRAFT

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Please note: No monitoring visits were conducted during the 2022-2023 program year.

The City follows monitoring procedures for subrecipients, which includes in-house review of quarterly progress reports and expenditures, and an annual on-site visit to some subrecipients to ensure compliance with federal regulations. The monitoring system encourages uniform reporting to achieve consistent information on beneficiaries. Technical assistance is provided when necessary.

Currently the City is working with all subrecipients of HUD funds by providing technical assistance training. The training includes reviewing HUD regulations on both the programmatic and financial reporting. The training is provided in both, group settings and one-on-one sessions.

Due to COVID-19, the City did not monitor the randomly selected rent restricted affordable units assisted with HOME, CDBG, and the former Redevelopment Agency Housing Set-Aside Funds, and in accordance with 24 CFR 92.504 (d):

- Annual audits for compliance with regulatory agreement affordability covenants; and
- On site visits, which include property inspections of randomly selected units assisted with HOME, CDBG, and former Redevelopment Agency Housing Set- Aside Funds.

Once the Local, State and Federal Government have safety measures in place with regards to the COVID-19 pandemic, the City will begin on-site monitoring.

In addition, the City encouraged minority and women business owned outreach in all federally assisted (CDBG and HOME) activity(ies) more than \$10,000. As part of the Notice Inviting Bid procedures, the City requires subrecipients undertaking improvements, reconstruction, or rehabilitation of community and private facilities, infrastructure projects, and affordable housing development to make a good faith effort to hire minority or women owned businesses and to require equal employment opportunity for all individuals and business concerns.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City's Citizen Participation Plan (CPP) provides that City make the CAPER for public review for fifteen days prior to submittal. The Public review started on August 31, 2023 and ended on September 15, 2023. No comments were received.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Due to the COVID-19 Pandemic, many of the City's programs were negatively affected due to high construction costs and a decrease in work force labor in response to COVID-19 restrictions and social distancing as well as mass lay-offs or shutdowns of companies/businesses. For this reason, many of the City's programs had to adapt to the Centers for Disease Control and Prevention (CDC) guidelines which caused the restructuring of some of the programs' objectives to better fit the current conditions of the state. Despite these changes, the City feels confident with their program objectives and will continue to focus on the implementation process to ensure the objectives are being met in a timely manner. Additional training and follow-up will be provided to the sub-recipients.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Due to COVID-19 restrictions, no site inspections were conducted during the 2022-2023 program year. The City is in the process of setting a schedule for the City's Building and Safety Representative to inspect the HOME funding projects based on the PR-22 Report.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

In its Affordable Housing Agreements and DDAs, the City requires developers to adopt and implement affirmative marketing procedures and requirements in accordance with Section 92.351 of the HOME Regulations. Due to COVID-19, the City will provide additional time to allow the following housing projects: Huntington Plaza Apartments, Casa Bonita Apartments, and Mosaic Gardens at Huntington Park to submit their Annual Affirmative Marketing Analysis Report.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

During the 2022-2023 program year, the City did not receive program income.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

The City contracts with the Fair Housing Foundation (FHF) to provide outreach to tenants and landlords. The FHF actively supports and promotes freedom of residence through education, advocacy, and litigation, to ensure that all persons have the opportunity to secure safe and decent housing that they desire and can afford, without regard to their race, color, religion, gender, sexual orientation, national origin, familial status, marital status, disability, ancestry, age, source of income or other characteristics protected by laws. They offer workshops for tenants and landlords, one on one counseling, agency referrals and other related services.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided.

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
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Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
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Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

There was a total of 417 people assisted during the 2022 program year with CDBG funds.