

## PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") is made as of December 9, 2025 by and between the **City of Commerce**, a municipal corporation ("City") and John G. Cataldo A.I.A., C.S.I., Architect, Inc. ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

### RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to provide engineering services including preparation of PS&E (Plans, Specifications, and Estimates), Environmental Documents, and Construction Engineering Support Services for the renovation and upgrade of the City's Emergency Operations Center (EOC) Grant-Funded Project, located at 5639 Jillson Street, Commerce, CA 90040. as set forth in the Scope of Services attached hereto as **Exhibit A**; and

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

**1. Company's Scope of Services.** The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A**.

**2. Term of Agreement.** This Agreement shall commence on December 9, 2025 (the "Commencement Date") and shall remain and continue in effect until tasks described in **Exhibit A** are completed, but in no event later than June 30, 2027, unless sooner terminated pursuant to the provisions of this Agreement.

**3. Compensation.**

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit A**. Consultant shall submit proper monthly invoices in the form and manner specified by City. Each invoice shall include a monthly breakdown of all monthly services performed together with the hours spent on each service. Consultant shall maintain appropriate and necessary documentation supporting the monthly invoices detailing the type of service provided. It shall be available for review by the City at all reasonable times upon request.

B. Total payment to Consultant pursuant to this Agreement shall not exceed \$174,000.00.

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above

and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses. Consultant shall only be reimbursed for those expenses which: (I) appear on Consultant's monthly invoices; (II) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (III) receipts documenting such expenses.

**4. General Terms and Conditions.** The General Terms and Conditions set forth in **Exhibit B** are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both parties intend the provisions of the other exhibit(s) to control.

In the event of any inconsistency or conflict between the terms of Exhibit B and those of Exhibit C, the terms of Exhibit C shall govern.

**5. Addresses.**

**City of Commerce**

City of Commerce  
2535 Commerce Way  
Commerce, CA 90040  
Attn: Ernie Hernandez, City Manager

**Company**

John G. Cataldo A.I.A., C.S.I., Architect, Inc.  
Attn: John Cataldo, President

**6. Exhibits.** All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

**Exhibit A** – Scope of Services and Compensation Schedule

**Exhibit B** – General Terms and Conditions

**Exhibit C** -

**Federal-Aid Contract Certifications**

General Principles Certification

DBE, SBE, MBE, and WBE Certification

Domestic Preference Certification

Recovered Materials Certification

Clean Air Act and Federal Water Pollution Control Act Certification

Certification Regarding Debarment and Suspension

Non-Lobbying Certification

**Federal-Aid Contract Provisions and Special Grant Conditions**

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

**CITY**

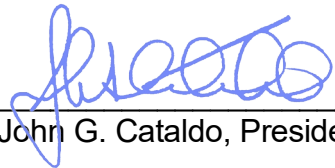
**CITY OF COMMERCE**

By: \_\_\_\_\_  
Ivan Altamirano, Mayor

\_\_\_\_\_  
Date

**CONSULTANT**

**John G. Cataldo A.I.A., C.S.I., Architect, Inc.**

By:  \_\_\_\_\_  
John G. Cataldo, President

\_\_\_\_\_  
Date

11-30-2025

**ATTEST:**

By: \_\_\_\_\_  
Melanie Park, Deputy City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Noel Tapia, City Attorney

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SCOPE OF WORK**



JOHN G. CATALDO  
A.I.A., C.S.I., ARCHITECT INC.

DEVELOPMENT/PLANNING  
ARCHITECTURE/ENGINEERING

CONSTRUCTION MANAGEMENT  
ENGINEERING CONSULTANTS

**October 23, 2025**

**City of Commerce**

**ATTN:** Shahid Abbas, Department of Public Works  
2535 Commerce Way  
Commerce, CA 90040

**Subject:** Proposal in Response to RFP – Preparation of PS&E (Plans, Specifications, and Estimates) for the Implementation of the EOC Grant-Funded Project

Dear Mr. Abbas,

We are pleased to submit our proposal in response to the Request for Proposals (RFP) to provide professional services for the preparation of Plans, Specifications, and Estimates (PS&E) for the renovation and upgrade of the City of Commerce's Emergency Operations Center (EOC) Grant-Funded Project located at 5639 Jillson Street, Commerce, CA 90040.

Our services will include, but are not limited to: project management, project documentation, facilitation and administration of all grant-funded requirements for program compliance and reimbursement, and preparation of all architectural, structural, electrical, mechanical, plumbing, and related professional disciplines necessary to renovate and upgrade the existing structure and EOC operations.

John G. Cataldo A.I.A. C.S.I. Architect, INC is a full-service architectural and engineering firm with an established record of delivering high-quality, cost-effective, and buildable design solutions for institutional, commercial, and civic clients. Our team is fully prepared to initiate and sustain the proposed services from project inception through completion. We appreciate the opportunity to participate in this competitive process and look forward to contributing to the continued success of the City of Commerce.

Thank you for your consideration.

Respectfully submitted,

John G. Cataldo A.I.A. C.S.I. Architect, INC  
John G. Cataldo  
President  
835 Mission Street  
South Pasadena, CA 91030  
626.799.4400  
johnc@johncataldo.com

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## SECTION 1: APPROACH AND SCOPE OF WORK

Our firm's foremost priority is to develop efficient, durable designs that maximize functionality and extend the longevity of the facility while maintaining strict budget control. From the outset, we establish a clear understanding of the financial parameters; particularly important for a grant-funded public project; and maintain active cost management throughout all phases of design and documentation.

With over four decades of experience and thousands of successfully completed projects, our firm brings a proven record of delivering cost-effective, buildable designs that align with each client's operational and programmatic needs. We have cultivated long-standing relationships with consultants, vendors, and contractors who provide current market insight, enabling us to make informed design decisions and realistic cost projections early in the process.

For this project, our approach centers on three core principles: budget discipline, clear communication, and close collaboration. Working hand-in-hand with City of Commerce staff from concept through construction, we will establish a shared understanding of project goals, scope, and priorities early on. This proactive engagement minimizes revisions, prevents miscommunication, and ensures that the upgraded Emergency Operations Center is delivered as a compliant, well-coordinated, and constructible PS&E package ready for bidding.

We understand that the City seeks not only technical precision but also creative input from the selected design team. We recognize that while the conversion of the open patio to an enclosed conference room and the conversion of the interior southerly wall into a video wall are key defined elements of the project, the City also welcomes the architect's vision to propose a robust and flexible program that optimizes existing systems and enhances spatial quality. Our goal is to achieve a welcoming, functional, and future-ready environment that supports the City's operational and emergency-response needs.

Drawing on our extensive experience, our team anticipates and resolves potential challenges early. We are fully familiar with City of Commerce plan-check procedures and the expectations of both the Building and Fire Departments. Our goal is to deliver a streamlined process; balancing performance, durability, and cost efficiency; to meet the City's operational objectives and all federal grant compliance requirements.

We fully understand that the City's expectations for the PS&E Phase include a coordinated package encompassing architectural, structural, mechanical, electrical, plumbing, and surveying plans, as well as integration of hardware, software, audio-visual systems, and furniture for workstations, the conference room, and break areas. Based on the project's limited site disturbance and existing structural conditions, geotechnical services are not anticipated to be required.

We will also incorporate:

- Structural seismic assessment and upgrades, if required
- Low-voltage, audiovisual, and access-control systems integration
- Fire-life-safety design coordinated with existing systems
- Color renderings and visual presentations for City and Council review
- Detailed construction cost estimates and schedules in an itemized "schedule of values" format
- Coordination of WebEOC, DisasterLAN, and/or Everbridge and related EOC software



These deliverables align precisely with the City's PS&E scope and ensure that the final documentation is technically sound, compliant, and immediately ready for construction bidding.

### **Cost-Effective and Responsive Service**

To ensure efficient and cost-effective service, our firm employs the following strategies:

- Establish and confirm the project budget at initiation, with full awareness of federal grant documentation requirements
- Develop design solutions that maximize functionality within existing constraints while improving operational flow
- Select durable, cost-efficient materials and systems that ensure longevity and minimize long-term maintenance
- Collaborate closely with engineering consultants to identify value-engineering opportunities early in design

Our compact, integrated project-management structure allows us to respond quickly to City comments, new information, and schedule adjustments without compromising quality. In previous public projects, our Project Manager maintained direct communication with City staff, fostering efficient coordination through continuous updates, shared documentation, and transparent progress tracking. This hands-on approach ensures responsiveness, accountability, and steady forward momentum through every phase.

Our team will ensure full compliance with CEQA and NEPA requirements—anticipated as a Categorical Exemption and Categorical Exclusion, respectively—by engaging an environmental consultant to prepare all necessary supporting documentation.

### **Commissioning**

The consultant will ensure proper commissioning of equipment and work closely with the selected contractor(s) to guarantee all systems are fully operational and turnkey for City use. The commissioning scope will include developing and implementing a commissioning plan consistent with the design intent and documenting all initiation, testing, operations, and record processes.

Commissioning during the construction phase will achieve the following objectives:

- Verification that all applicable equipment and systems are installed according to manufacturer's recommendations and industry standards, and receive final operational checkout by the installing contractors
- Verification and documentation that all systems perform according to the design intent and contract documents
- Verification that operations and maintenance documentation is complete and provided to the City
- Verification that the City's operating personnel are properly trained
- Coordination of the contractor's documentation and distribution of the final commissioning record to all parties
- Ensure all EOC equipment is operational and turnkey to the City's satisfaction

## **Scope of Services and Work Plan**

### **Phase 1 – Pre-Design**

- Review project scope, budget, and schedule
- Conduct site investigation and document existing conditions
- Review 2014 as-built plans
- Engage MEP and structural engineers to evaluate existing systems
- Coordinate with environmental consultant to prepare required CEQA/NEPA documentation

### **Phase 2 – Schematic Design**

- Develop and refine conceptual layouts responsive to EOC operational needs
- Present multiple design concepts and renderings for City review and approval

### **Phase 3 – Design Development**

- Prepare detailed architectural drawings and specifications
- Coordinate with structural, mechanical, electrical, and plumbing engineers
- Integrate systems and finishes consistent with EOC performance and durability goals

### **Phase 4 – Construction Documents**

- Prepare complete PS&E package ready for submittal to the City of Commerce and L.A. County Fire Department
- Finalize technical specifications and itemized “schedule of values” cost estimate
- Coordinate plan-check review and secure approvals from the City of Commerce and L.A. County Fire Department

### **Phase 5 – Bidding and Negotiation**

- Attend pre-bid meeting
- Respond to bidder inquiries as needed
- Assist City staff in reviewing low-bid submittals and verifying cost alignment as needed

### **Phase 6 – Construction Administration**

- Provide construction support, responding to RFIs and submittals
- Review shop drawings and change orders related to design intent
- Participate in monthly construction meetings and site walk-throughs
- Assist with punch-list review and preparation of record drawings
- Support commissioning to ensure all systems are fully operational and turnkey

## SECTION 2: SCHEDULE

Phase	Duration	Key Deliverables / Activities	Notes
Phase 1 – Pre-Design	2 weeks	Kick-off meeting; confirm scope, budget, and schedule; review as-builts; site verification	Begins upon Notice to Proceed (anticipated April 2026)
Phase 2 – Schematic Design	4 weeks	Develop multiple design concepts; coordinate with City and Fire; prepare color renderings and schematic plans	Approx. 2 City meetings
Phase 3 – Design Development	4 weeks	Refine selected concept; coordinate all disciplines; submit Design Development package for City review and approval; prepare preliminary cost estimate	Approx. 2 City meetings
Phase 4 – Construction Documents (PS&E Preparation); Agency Approvals	12 weeks	Prepare complete PS&E drawings and specifications; incorporate all City and Fire comments; finalize cost estimate; secure agency approvals	Approx. 6 City meetings; assumes 3 review cycles for City and L.A. County Fire Department
Total Estimated Duration for PS&E Bid Package Ready for Construction Bid Advertisement	≈ 22 weeks (≈ 5 months)	—	—

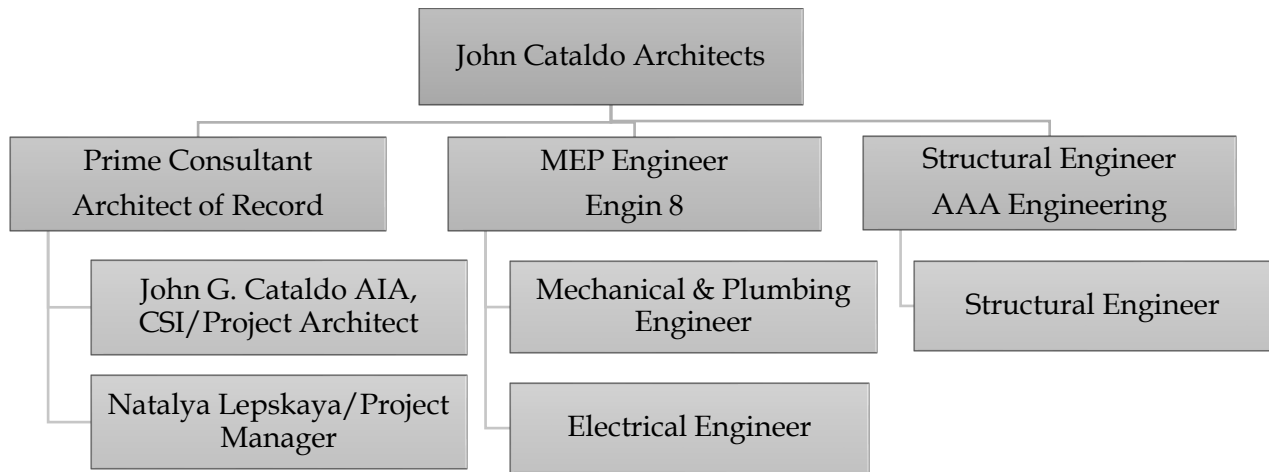
### Key Milestones

- Notice to Proceed – April 2026
- Concept Design Approval – May 2026
- Design Development Approval – June 2026
- 90 % PS&E Submittal – July 2026
- Final PS&E and Bid Package Delivery – August 2026

While this timeline modestly exceeds the City’s stated four-month goal, it represents a realistic yet still expedited schedule that accommodates required multi-disciplinary coordination, agency reviews, and the necessary response times from sub-consultants and reviewing authorities. Every effort will be made to deliver the PS&E package as efficiently as possible while maintaining the highest standards of quality, accuracy, and compliance.

### SECTION 3: PROJECT TEAM, KEY PERSONNEL AND RESUMES

#### PROJECT ORGANIZATION CHART



The proposed project team—comprising the architectural design group, structural engineering consultant, and mechanical, electrical, and plumbing (MEP) specialists—has collaborated successfully on multiple projects across commercial, industrial, and municipal sectors. Through these shared experiences, the team has developed highly efficient coordination processes and clear lines of communication that enable rapid decision-making and problem-solving.

For each project,

- The Architectural Team led programming, design development, and PS&E documentation, ensuring functional, durable, and code-compliant facilities.
- The MEP Engineers provided system evaluations and integrated energy-efficient, low-maintenance solutions.
- The Structural Engineer ensured that all design components were safe, cost-effective, and constructible.

Most notably, the proposed team recently worked on a highly similar municipal project for the City of Commerce—the Bristow Park Community Center & Library Renovation and Expansion.

- Client Contact: *Shahid Abbas, Department of Public Works, City of Commerce*
- Project Role Alignment: The same team members performed nearly identical roles to those proposed for the current EOC project.
- Scope Similarities: Included building modernization, integration of new systems into existing infrastructure, ADA and life-safety compliance, and coordination with multiple City departments and LA County Fire for plan review and approvals.

This recent shared experience provides direct familiarity with the City's standards, communication preferences, and review processes—resulting in a significant advantage in efficiency and responsiveness for the EOC PS&E project.

## **ABOUT THE ARCHITECT**

### **John G. Cataldo, AIA, CSI**

President / Architect of Record

John G. Cataldo AIA, CSI, Architect, Inc.

Role in Project: Principal-in-Charge / Project Architect

Mr. Cataldo is a licensed architect in eleven states, practicing primarily in California, and the founder and president of John G. Cataldo AIA, CSI, Architect, Inc., based in South Pasadena. With over four decades of professional experience, Mr. Cataldo brings a deep understanding of municipal design processes, project management, and constructability for public-sector facilities.

Mr. Cataldo earned degrees from Pepperdine University (Business Administration), the University of Southern California (Architecture), and the University of Arizona (Architecture). He is affiliated with the American Institute of Architects (AIA), Construction Specifications Institute (CSI), American Society of Interior Designers (ASID), National Trust for Historic Preservation, International Conference of Building Officials, and the National Council of Architectural Registration Boards (NCARB).

Over his career, Mr. Cataldo has designed and managed more than 5,000 projects totaling approximately five million square feet of commercial, industrial, hospitality, and mixed-use developments. His extensive experience provides a strong foundation for delivering efficient, durable, and cost-effective municipal facilities.

Before founding his firm, Mr. Cataldo served as Director of Development and Construction Manager for Cadillac Fairview (California), overseeing large-scale developments including:

- 540-acre Los Angeles Commercial Center
- 270-acre Pacific Gateway Center, Los Angeles County
- 238-acre Orange County Business Center, Irvine
- 80-acre Haven Commerce Center, Ontario/San Bernardino
- 40-acre Claremont Business Park, Claremont
- 250-acre Fontana Commerce Center, Fontana

In these roles, he managed project conception, financial analysis, design, budgeting, permitting, agency coordination, and construction administration—skills that directly support the efficient delivery of the City of Commerce EOC PS&E project.

## **ABOUT THE PROJECT MANAGER**

### **Natalya Lepskaya**

Architectural Project Manager

John G. Cataldo AIA, CSI, Architect, Inc.

Role in Project: Project Manager / Primary City Liaison

Ms. Lepskaya is an accomplished architectural professional recognized for her precision, leadership, and ability to manage complex projects from concept through construction. Her approach emphasizes clear communication, schedule discipline, and hands-on coordination with consultants, City staff, and contractors.

### **Professional Experience**

John G. Cataldo AIA, CSI, Architect, Inc. – South Pasadena, CA

*Architectural Project Manager (2017 – Present)*

- Leads development of diverse project types ranging from small tenant improvements to multi-building community and municipal projects.
- Oversees production and coordination of design documents, ensuring quality and compliance with codes and client goals.
- Performs due diligence, code analysis, and coordination of construction documents with engineers, vendors, and consultants.
- Facilitates on-site meetings, inspections, and construction administration activities.
- Reviews architectural and engineering submittals and resolves design challenges to meet project budgets and deadlines.
- Serves as the central communication point for City staff, clients, and project teams to ensure timely responses and continuity across all disciplines.

### **Education**

University of California, Berkeley – B.A. in Landscape Architecture and Environmental Planning, 2018

### **Key Projects**

- Bristow Park Community Center & Library, Commerce, CA – Renovation and expansion of existing community facility
- Bandini Library & Community Center, Commerce, CA – Complete building renovation and modernization
- 121-Suite Hotel, Vista, CA – New construction; secured entitlements and coordinated agency approvals
- 83-Suite Extended Stay Hotel, Burbank, CA – New construction; secured entitlements and coordinated agency approvals
- Haven Retail (Multiple Locations) – Renovations and additions for multiple retail and commercial tenant sites

Ms. Lepskaya's hands-on management style, attention to detail, and prior collaboration with City of Commerce staff make her an ideal fit to ensure that the EOC PS&E project is executed efficiently, accurately, and within the City's timeline.

## SECTION 4: REFERENCES

### 1. City of Commerce, California

**Project:** Bandini Library & Learning Center

**Contact:** Shahid Abbas, Department of Public Works

**Email:** sabbas@commerceca.gov | Phone: (323) 722-4805

**Narrative of Services Provided and Project Details:**

Our firm provided complete architectural and engineering services for the full renovation and modernization of the Bandini Library & Learning Center. The project included new interior layouts, upgraded mechanical and electrical systems, ADA-compliant accessibility improvements, and enhanced community spaces. Although the project schedule was affected by unforeseen conditions—specifically, the absence of as-built drawings and the need to complete comprehensive hazardous-materials abatement before interior access was permitted—our team worked closely with the City and all consultants to maintain coordination and progress. The project was successfully completed in 2025.

### 2. City of Palmdale, California

**Project:** Antelope Valley Environmental Collection Center

**Contact:** Ronda Perez, City Manager

**Email:** [City\\_Managers\\_Office@cityofpalmdale.org](mailto:City_Managers_Office@cityofpalmdale.org)

**Narrative of Services Provided and Project Details:**

Our firm provided architectural and engineering services for the construction of a landfill management and environmental collection facility. The design emphasized durable, sustainable building systems suited to heavy-duty industrial use and regulatory compliance for waste management. Despite stringent environmental permitting requirements, the project was delivered on schedule and within budget. Completed approximately twenty years ago, the facility continues to operate successfully today, reflecting the quality and longevity of our design approach.

### 3. City of Carson, California

**Project:** Carson International Sculpture Garden

**Contacts:** Saied Naaseh – Community Development Director

**Email:** SNaaseh@carsonca.gov | Phone: (310) 952-1770

**Narrative of Services Provided and Project Details:**

Our firm led the architectural and engineering design for the Carson International Sculpture Garden, an outdoor public-art environment integrating landscaping, lighting, and pedestrian circulation. The team addressed unique site challenges, including grading, accessibility, and artist coordination, while maintaining strict budget and schedule control. The project was completed on time and within budget, earning recognition from the City for design excellence and public-space enhancement.

### 4. City of Pico Rivera, California

**Project:** Pico Rivera Sports Arena Renovation

**Contacts:** Leonardo M. Lopez – Project Representative | Email: leonardos2800@yahoo.com

Andrew Lara – City Councilmember

**Narrative of Services Provided and Project Details:**

Our firm provided architectural and engineering services for upgrades to the Pico Rivera Sports Arena, focusing on modernizing spectator facilities, improving safety and accessibility, and enhancing the venue's overall appearance. The project required coordination with multiple City departments and event operators to maintain functionality during construction. Despite these challenges, the project was completed on time and within the established budget.

## **5. County of Los Angeles, California**

**Project:** Various County Office Upgrades

**Contact:** Jonathan Sanabria, Director of Planning

**Email:** lur@planning.lacounty.gov

### **Narrative of Services Provided and Project Details:**

Our firm completed a series of architectural and engineering improvements for multiple County of Los Angeles administrative offices. Work was performed in occupied facilities, requiring detailed phasing and coordination to minimize disruption. Each project emphasized operational efficiency, accessibility compliance, and long-term durability. The projects were completed within budget and schedule, allowing County staff to return to upgraded, fully functional work environments promptly.

## **SECTION 5: FIRM QUALIFICATIONS**

John G. Cataldo A.I.A. C.S.I. Architect, Inc. is exceptionally qualified to deliver the City of Commerce Emergency Operations Center (EOC) PS&E Project. With established working relationships with City staff and stakeholders, our firm is uniquely positioned to produce a seamless, cost-effective, and compliant PS&E package for the EOC renovation.

### **Firm Overview**

Founded over four decades ago, John G. Cataldo A.I.A. C.S.I. Architect, Inc. is a multidisciplinary firm of 25 professionals, including architects, engineers, and designers. Headquartered in South Pasadena, California, our centrally located office enables responsive project management and consistent communication with municipal clients throughout Southern California.

Our portfolio includes more than 5,000 completed architectural projects totaling over five million square feet of built commercial, industrial, civic, and residential developments. We have a long record of delivering projects on time, within budget, and with lasting value. The firm possesses the financial stability, technical capacity, and staffing resources to mobilize immediately upon Notice to Proceed and maintain continuity of service through project completion.

### **General Service Capabilities**

Our comprehensive range of services covers every phase of project delivery:

1. Design and Planning – Develops functional, code-compliant, and aesthetically cohesive concepts aligned with client goals.
2. Project Management – Coordinates all aspects from pre-design through construction, including permitting, consultant oversight, and schedule control.
3. Space Optimization – Maximizes functionality and flow, ensuring efficiency and adaptability within existing or new facilities.
4. Code and Regulatory Compliance – Maintains full compliance with the California Building Code, City of Commerce ordinances, and applicable federal standards.
5. Sustainability – Integrates energy-efficient materials, systems, and design strategies consistent with CALGreen and best environmental practices.
6. Interior Design and Integration – Delivers cohesive environments that align interior finishes, furnishings, and lighting with overall architectural intent.
7. Adaptability and Longevity – Designs flexible spaces that can evolve with technological and operational changes while minimizing future retrofit costs.



### Special Qualifications and Strengths

Our firm's capabilities extend well beyond standard design services. We bring the following qualifications that directly align with the EOC PS&E scope:

- **Deep Municipal Experience:** Proven success delivering civic projects for multiple public agencies.
- **Regulatory Mastery:** In-depth knowledge of municipal plan-check procedures, LA County Fire Department review processes, CEQA/NEPA documentation, and grant-funded compliance requirements.
- **Integrated Project Delivery:** Streamlined coordination among architecture, structure, and MEP disciplines to ensure fully coordinated PS&E documents.
- **Renovation Expertise:** Extensive experience modernizing existing facilities, integrating new systems within older structures, and upgrading to current accessibility and life-safety standards.
- **Budget and Cost Control:** Skilled in cost estimating, value engineering, and maintaining budget discipline through every design phase.
- **Technical Excellence:** Strong understanding of construction methodologies, materials, and detailing to ensure documents translate directly into buildable, durable projects.
- **Sustainability and Efficiency:** Experience implementing environmentally responsible design solutions that improve performance and reduce operational costs.
- **Proven Collaboration:** Long-standing consultant partnerships (structural, MEP, and environmental) and prior teamwork with City staff, ensuring continuity and efficiency.
- **Client Responsiveness:** Direct communication with City representatives, proactive issue resolution, and transparent project tracking.
- **Design Creativity:** Balanced focus on functionality, aesthetics, and civic identity—producing facilities that perform effectively and reflect the City's character.

### Why Our Firm Stands Apart

- We already understand the City's operational priorities, staff expectations, and approval processes, allowing us to move efficiently without a learning curve.
- Our mid-sized team structure ensures both the resources of a large firm and the agility of a small one—providing immediate response and close principal involvement.
- We maintain a long-standing relationship with City of Commerce staff, proven through prior successful collaborations.
- Our commitment to quality, accountability, and partnership will ensure a successful PS&E package delivered on schedule and within budget.

## SECTION 6: CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT

Our firm has reviewed the **City of Commerce's Standard Professional Services Agreement** (Attachment 2) and finds the terms generally acceptable. We fully understand that the City does not guarantee acceptance of any requested revisions and, at this time, we do not propose any exceptions to the standard agreement.

If minor administrative or insurance-related clarifications become necessary to align with carrier requirements or consultant certifications, we will coordinate those with City staff for review and approval prior to contract execution.

### Federal-Aid Contract Certifications

Our firm has also reviewed and completed all required Federal-Aid Contract Certifications (Attachment 3). The signed certification forms are included in this proposal submittal package.



JOHN G. CATALDO  
A.I.A., C.S.I., ARCHITECT INC.

DEVELOPMENT/PLANNING  
ARCHITECTURE/ENGINEERING

CONSTRUCTION MANAGEMENT  
ENGINEERING CONSULTANTS

**October 23, 2025**

**City of Commerce**

**ATTN:** Shahid Abbas, Department of Public Works  
2535 Commerce Way  
Commerce, CA 90040

**Subject:** Proposal in Response to RFP – Preparation of PS&E (Plans, Specifications, and Estimates)  
for the Implementation of the EOC Grant-Funded Project

Dear Mr. Abbas,

We are pleased to submit our proposal in response to the City of Commerce's Request for Proposals (RFP) to provide professional services for the preparation of PS&E (Plans, Specifications, and Estimates) for the renovation and upgrade of the City's Emergency Operations Center (EOC) Grant-Funded Project, located at 5639 Jillson Street, Commerce, CA 90040.

The attached Fee Schedule is organized in accordance with the scope of work outlined in the accompanying document, Technical Proposal – Preparation of PS&E for the Renovation and Upgrade to the City of Commerce's Emergency Operations Center (EOC), under Section 1: Approach and Scope of Work. The Fee Schedule is divided into five tables corresponding to project phases, indicating which tasks are integrated and which are separate per City request.

We appreciate the opportunity to support the City of Commerce on this important project and look forward to the possibility of contributing to the successful modernization of the Emergency Operations Center.

Respectfully submitted,

John G. Cataldo A.I.A. C.S.I. Architect, INC

John G. Cataldo  
President  
835 Mission Street  
South Pasadena, CA 91030  
626.799.4400  
johnc@johncataldo.com

**Table 1: Conceptual Design and PS&E Phase Services**  
(Integrated Tasks Per City Request)

DESCRIPTION	FEE
Architectural Plans & Details: Multiple concept developments	\$30,000.00
Color Renderings for Presentations	\$5,000.00
Design and obtain approval of plans for fire life safety systems	\$12,000.00
Design and provide specifications for Low Voltage, Audio Visual, Security Systems, and access control (card readers)	\$16,000.00
Conduct field surveys and investigations as deemed necessary	Included
Permit Processing (Architect's Time)	\$10,000.00
Bi-weekly meetings/updates	Included
Structural Seismic Assessment/Calculations and incorporation of seismic upgrades, if required	\$10,000.00
Structural Plans & Details	\$10,000.00
Mechanical Plans & Details	\$10,000.00
Electrical Plans & Details (including lighting controls plans)	\$15,000.00
Plumbing Plans & Details	\$5,000.00
Design and provide specifications for IT communications	\$5,000.00
CEQA/NEPA Categorical Exemption/Exclusion Documentation	\$8,000.00
Detailed construction cost estimate (itemized "schedule of values" format)	\$3,000.00
Design and provide specifications for computers, laptops, video wall, TV/Cable, plotter, printers, radios, and landlines; integrate into IT system	\$5,000.00
Presentations to City Council (up to 2 meetings; preparation of presentation materials)	\$2,000.00
Technical Specifications (City to provide Administrative Section of Specifications)	\$10,000.00
Coordination with WebEOC, DisasterLAN, Everbridge, and any other required software providers	\$2,000.00
<b>TOTAL</b>	<b>\$158,000.00</b>

**Table 2: Conceptual Design and PS&E Phase Services**  
(Separate Tasks Per City Request)

DESCRIPTION	FEE
FF&E (Furniture, Fixtures, and Equipment) Design — excludes procurement and installation. Provide multiple furniture options for City approval	\$5,000.00
<b>TOTAL</b>	<b>\$5,000.00</b>

**Table 3: Bidding Phase Services**  
(Integrated Tasks Per City Request)

DESCRIPTION	FEE
Attend pre-bid meeting (1 assumed)	\$500.00
Respond to bidder inquiries	\$500.00
<b>TOTAL</b>	<b>\$1,000.00</b>

**Table 4: Construction Phase Services**  
(Integrated Tasks Per City Request)

DESCRIPTION	FEE
Provide support to the City's Construction Manager to clarify items related to the PS&E package	\$1,000.00
Review and approve shop drawings submitted by the contractor	\$1,000.00
Review RFIs and submittals from contractors	\$1,000.00
Review contractor change order requests and provide recommendations to City's Construction Manager	\$1,000.00
Attend and assist in project walk-throughs and punch list preparation	\$1,000.00
Conduct additional walk-throughs and assist with punch list close-out, if requested	\$1,000.00
<b>TOTAL</b>	<b>\$6,000.00</b>

**Table 5: Construction Phase Services**  
(Separate Tasks Per City Request)

DESCRIPTION	FEE
Attend routine construction meetings with the City's Construction Manager and other parties	\$2,000.00
Prepare as-built plans upon construction completion	\$2,000.00
<b>TOTAL</b>	<b>\$4,000.00</b>

<b>TOTAL FEE (TABLE 1-5)</b>	<b>\$174,000.00</b>
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**Clarification Regarding Change Order & Design Responsibility**

The Consultant/Designer acknowledges responsibility for the cost of the premium incurred by the Contractor if a change order arises directly from clear errors, omissions, or inadequacies in the Consultant's design documents.

For clarity, the *premium* is defined as the incremental cost difference between the price of an item had it been included in the original bid and the additional cost of adding that item by change order. The Consultant/Designer shall not be responsible for the full cost of items that may have been implied, inferred, or discussed but not explicitly shown or specified in the approved contract documents.

The Consultant/Designer will work diligently with the Contractor and the City to minimize change orders and, when they occur, to mitigate costs through prompt coordination and clarification or alternative material or method.

## **EXHIBIT B GENERAL TERMS AND CONDITIONS**

### **1. Status as Independent Contractor.**

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the City of Commerce or otherwise act on behalf of Commerce as an agent. Neither the City of Commerce nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City of Commerce.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interests asserted against City by reason of the independent Consultant relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent status of Consultant and the audit in any way fails to sustain the validity of a wholly independent Consultant relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

D. Consultant represents to the City, and City relies on Consultant's representations, that Consultant shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of Consultant or any of Consultant's employees, except as otherwise set forth in the Agreement. Consultant may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Consultant's agents or employees, including the Affordable Care Act coverage requirements. Consultant is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to Consultant's agents and employees. Consultant warrants and represents that the City will not be responsible and will not be held liable for issues related to Consultant's status as an independent contractor, including Consultant's failure to comply with Consultant's duties, obligations, and responsibilities under the Affordable Care Act. Consultant further agrees to defend, indemnify, and hold the City harmless for any and

all taxes, claims, and penalties against the City related to Consultant's obligations under the Affordable Care Act.

## **2. Standard of Performance**

Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the City Manager or his/her designee. No additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A**.

## **3. Indemnification.**

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnities from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnities may suffer or incur or to which Indemnities may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or other loss occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractor, sub consultant or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, sub consultant 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 in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way serve as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnities as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to City.

#### **4. Insurance.**

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(I) Consultant shall maintain Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01 in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(II) Consultant shall maintain Business Auto Coverage on ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(III) Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses;

(IV) Consultant shall maintain Professional Liability or Errors and Omissions Insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved

by the City's Risk Manager.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to "Director of Human Resources & Risk Management," City of Commerce, 2535 Commerce Way, Commerce, California, 90040. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (I) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (II) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost. City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant's and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

## **5. Release of Information/Confidentiality.**

A. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena. Consultant's covenant under this section shall survive the termination of this Agreement.



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

## **6. Ownership of Work Product.**

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit the City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

## **7. Conflict of Interest.**

A. 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. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant's covenants under this section shall survive the termination of this Agreement.

**8. Termination.** Notwithstanding any other provision, this Agreement may be duly terminated at any time by the City at its sole discretion with or without cause by serving upon the consultant at least ten (10) days prior written notice ("Notice of Termination"). Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Unless expressly agreed upon in writing by the City, the City shall not be obligated to pay for any services rendered nor any costs or expenses paid or incurred after the date of termination. The effective date of termination shall be upon the date specified in the written Notice of Termination. Consultant agrees that in the event of such termination, Consultant must refund the City its prorated share, except for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written Notice of Termination, Consultant shall discontinue performing services, preserve the product of the services and upon payment for services, turn over to City the product of the services in accordance with written instructions of City.

In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City.

**9. Personnel.** Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will 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.

**10. Non-Discrimination and Equal Employment Opportunity.**

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. 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.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

**11. Assignment.** Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without the prior written consent of City, and any attempt by Consultant to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

**12. Performance Evaluation.** For any Agreement in effect for twelve months or longer, the City Manager may require a written annual administrative performance evaluation within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

**13. Compliance with Laws.** Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Consultant shall at all times comply with such laws, ordinances, codes and regulations. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

**14. Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

**15. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. 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 shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

**16. Attorney's Fees.** In the event that either party to this Agreement shall commence

any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and Consultant.

**17. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant regular business hours or by facsimile before or during Consultant regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

**18. Governing Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. However, the Parties may agree to submit any dispute to non-binding arbitration.

**19. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

**20. Severability.** If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

**21. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the Mayor and attested by the City Clerk.

**22. Authority.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**23. Force Majeure.** A Party's performance of any obligation under this Agreement shall be suspended 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 including flood, fire, earthquake, hurricane or explosion, pandemic; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (c) government order or law that prevents either Party from performing its obligations as set forth in this Agreement; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) action by any governmental authority that prevents either Party from performing its obligations as set forth in this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees; (h) shortage of adequate power or transportation facilities.

Neither Party shall be liable for any delay or default in, or failure of, performance resulting from or arising out of any Force Majeure event, and no such delay, default in, or failure of performance shall constitute a breach by either Party hereunder. Where a Force Majeure event gives rise to a failure or delay in either Party performing its obligations under this Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure event. A Party who becomes aware of a Force Majeure event which gives rise to, or which is likely to give rise to, any failure or delay in performing its obligations under this Agreement, will forthwith notify the other and inform the other of the period for which it is estimated that such failure or delay will continue. The affected Party shall take reasonable steps to mitigate the effects of the Force Majeure event.

## **Exhibit C**

### **Federal-Aid Contract Certifications**

General Principles Certification

DBE, SBE, MBE, and WBE Certification

Domestic Preference Certification

Recovered Materials Certification

Clean Air Act and Federal Water Pollution Control Act Certification

Certification Regarding Debarment and Suspension

Non-Lobbying Certification

### **Federal-Aid Contract Provisions and Special Grant Conditions**

## **Federal-Aid Contract Certifications**

## GENERAL PRINCIPLES CERTIFICATION FOR FEDERAL-AID CONTRACTS

CONSULTANT shall comply with generally accepted accounting principles and good business practices. CONSULTANT shall, at its own expense, furnish all cost items associated with this project except as specified to be furnished by City. CONSULTANT shall retain financial records, supporting documents, statistical records, and all other records pertinent to the project for a period of a minimum of three (3) years from the expiration of the term of the Agreement.

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

CONSULTANT shall certify that it will not procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or produced by an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country in accordance with 2 CFR 200.216.

In order to ensure objective CONSULTANT performance and eliminate unfair competitive advantage, CONSULTANT must certify that they did not assist in the development of draft specifications, requirements, statements of work, or invitations for bids or requests for proposals for the project.

Business Name: John G. Cataldo A.I.A. C.S.I. Architect, INC

Date: 10/23/25

By: John G. Cataldo/President

Name and Title of Authorized Representative

  
Signature of Authorized Representative



## DBE, SBE, MBE, and WBE CERTIFICATION FOR FEDERAL-AID CONTRACTS

It is the policy of the City to encourage the participation of disadvantaged businesses, small businesses, minority and women-owned business enterprises, veteran-owned businesses, and labor surplus area firms in the City's procurement process.

CONSULTANT agrees to use its best efforts to carry out this policy when sourcing the use of outside consultants, advisors and contractors to the fullest extent practicable, consistent with the efficient performance of this contract. CONSULTANT may rely on written representations by consultants, advisors and contractors regarding their status. CONSULTANT shall report to the City the names of all consultants, advisors and contractors hired for the Project and information on whether or not they are a disadvantaged, minority or women-owned business enterprise.

CONSULTANT shall, in accordance with 2 CFR 200.321, take considerations to include small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms when sourcing the use of outside consultants, advisors, and contractors for this contract by:

- (a) Including these business types on solicitation lists;
- (b) Soliciting these business types whenever they are deemed eligible as potential sources;
- (c) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (d) Establishing delivery schedules which encourage participation by these business types;
- (e) Using organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

Business Name: John G. Cataldo A.I.A. C.S.I. Architect, INC

Date: 10/23/25

By: John G. Cataldo/President

Name and Title of Authorized Representative

  
Signature of Authorized Representative

## **DOMESTIC PREFERENCE CERTIFICATION FOR FEDERAL-AID CONTRACTS**

It is the policy of the City to encourage a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders.

CONSULTANT agrees to use its best efforts to comply with 2 CFR 200.322 to the fullest extent possible consistent with the efficient performance of this contract.

## **RECOVERED MATERIALS CERTIFICATION FOR FEDERAL-AID CONTRACTS**

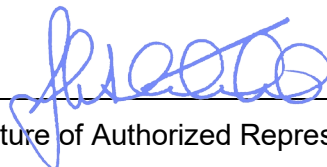
CONSULTANT shall comply with 2 CFR 200.323 and procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. CONSULTANT shall procure solid waste management services in a manner that maximizes energy and resource recovery. CONSULTANT shall establish an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. CONSULTANT shall, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

Business Name: John G. Cataldo A.I.A. C.S.I. Architect, INC

Date: 10/23/25

By: John G. Cataldo/President

Name and Title of Authorized Representative

  
Signature of Authorized Representative

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT CERTIFICATION FOR  
FEDERAL-AID CONTRACTS**

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401-7671q. CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.


CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Business Name: John G. Cataldo A.I.A. C.S.I. Architect, INC

Date: 10/23/25

By: John G. Cataldo/President

Name and Title of Authorized Representative



Signature of Authorized Representative

## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549 and 12689, and 2 CFR 200.214 and codified in 2 CFR Part 180, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

1. The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the CONSULTANT is unable to certify to any of the statements in this certification, such CONSULTANT shall attach an explanation to this certification. Indicate to whom it applies, initiating agency, and dates of action.
3. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Business Name: John G. Cataldo A.I.A. C.S.I. Architect, INC

Date: 10/23/25

By: John G. Cataldo/President  
Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature of Authorized Representative

## **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The CONSULTANT certifies, by signing and submitting this contract, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The CONSULTANT also agrees by submitting their bid or proposal that they shall require that the language of this certification be included in all lower tier subcontracts, and that all such subrecipients shall certify and disclose accordingly.

Business Name: John G. Cataldo A.I.A. C.S.I. Architect, INC

Date: 10/23/25

By: John G. Cataldo/President

Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature of Authorized Representative

## DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

### 1. Type of Federal Action:

- ☐ a. contract  
☒ b. grant  
c. cooperative agreement  
d. loan  
e. loan guarantee  
f. loan insurance

### 2. Status of Federal Action:

- ☐ a. bid/offer/application  
☒ b. initial award  
c. post-award

### 3. Report Type:

- ☐ a. initial  
b. material change

#### For Material Change Only:

year \_\_\_\_\_ quarter \_\_\_\_\_  
date of last report \_\_\_\_\_

### 4. Name and Address of Reporting Entity

☒ Prime ☐ Subawardee  
Tier \_\_\_\_\_, if known

John G. Cataldo AIA, CSI, Architect, Inc.,  
835 Mission Street, South Pasadena, CA 91030  
Congressional District, if known: \_\_\_\_\_

### 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known: \_\_\_\_\_

### 6. Federal Department/Agency:

### 7. Federal Program Name/Description:

### 8. Federal Action Number, if known:

CFDA Number, if applicable \_\_\_\_\_

### 9. Award Amount, if known:

\$

### 10.a. Name and Address of Lobby Registrant (If individual, last name, first name, MI)

### 10.b. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Print Name: John G. Cataldo

Title: President

Telephone No.: 626.799.4400 Date: 10/23/25

Authorized for Local Reproduction

**Federal Use Only:**

Standard Form – LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETING SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**Federal-Aid Contract Provisions  
and Special Grant Conditions**

## FEDERAL-AID CONTRACT PROVISIONS AND SPECIAL GRANT CONDITIONS

By execution of the Standard Professional Services Agreement, Consultant hereby certifies that it will comply with the following provisions required for a federally assisted contract.

- (a) General Principles: CONSULTANT shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance", which can be viewed at [https://www.ecfr.gov/cgi-in/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-in/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). CONSULTANT shall comply with all federal, State and other funding source requirements. CONSULTANT shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by CITY. CONSULTANT shall retain financial records, supporting documents, statistical records, and all other records pertinent to the proposed services for a period of a minimum of three (3) years from the expiration of the term of the Master Agreement.

CONSULTANT shall take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive or is considered sensitive consistent with laws regarding privacy and responsibility over confidentiality.

CONSULTANT shall also certify that none of the proposed equipment or services are produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or produced by an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country in accordance with 2 CFR 200.216.

- (b) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: CONSULTANT shall, in accordance with 2 CFR 200.321, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firm by:
- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (c) Domestic Preference: CONSULTANT agrees to use its best efforts to comply with 2 CFR 200.322 to the fullest extent possible consistent with the efficient performance of this contract and will enact a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders.

- (d) Build America Buy America Act: CONSULTANT must comply with the “Build America, Buy America” Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Iron, steel, manufactured products, and construction materials used in the infrastructure must be produced in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. Additionally, the Buy America preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
- (e) Procurement of Recovered Materials: CONSULTANT shall comply with 2 CFR part 200.323. CONSULTANT shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. CONSULTANT shall procure solid waste management services in a manner that maximizes energy and resource recovery. CONSULTANT shall ensure an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. CONSULTANT shall, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.
- (f) Termination for Cause and Convenience: 2 CFR 200.327: All contracts in excess of \$10k must address termination for cause and convenience by the City including the manner by which it will be effected and the basis for settlement>> <<Standard PSA may already have language which addresses this provision – remove this section as applicable. The City may, at any time, terminate this Agreement for the City’s convenience and without cause by giving prior written notice of City’s intent to terminate this Agreement of which notice shall specify the effective date of such termination. 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 Contract is terminated as provided herein, City may require CONSULTANT to provide all finished or unfinished products and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such products within fifteen (15) calendar days of City’s written request. No actual or asserted breach of this Agreement on the part of City shall operate to prohibit or otherwise restrict City’s ability to terminate this Contract for convenience as provided under this Section.
- (g) Events of Default; Breach of Contract: 2 CFR 200.327: All contracts in excess of \$250k must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- (h) Contract Work Hours and Safety Standards Act: CONSULTANT shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C 3701-3708) for all mechanics and laborers employed by the CONSULTANT or subcontractor in the performance of any part of the work under the Agreement.
- (i) Rights to Inventions: CONSULTANT shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government

Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the federal awarding agency.

- (j) Clean Air Act and Federal Water Pollution Control Act: CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

- (k) Debarment and Suspension: By executing this contract, CONSULTANT certifies that it is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years; and does not have a proposed debarment pending in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR 1986 Comp., p. 189) and 12689 (3 CFR 1989 Comp., p. 235), “Debarment and Suspension.” CONSULTANT shall include this provision in all subcontracts and require each of its subcontractors to comply with the certification and disclosure requirements of this provision.
- (l) Byrd Anti-Lobbying Amendment: CONSULTANT shall file Standard Form-LLL, "Disclosure Form to Report Lobbying," to certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. CONSULTANT shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by CONSULTANT or CONSULTANT’s Subcontractors. In accordance with 31 U.S.C. 1352, CONSULTANT shall also file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. CONSULTANT shall include this provision in all subcontracts and require each of its subcontractors to comply with the certification and disclosure requirements of this provision.
- (m) Non-Discrimination and Equal Employment Opportunity: CONSULTANT shall comply with all state and federal statutes relating to non-discrimination including:
- i. Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
  - ii. Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
  - iii. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
  - iv. Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;

- v. Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
  - vi. Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
  - vii. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
  - viii. Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
  - ix. Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
  - x. California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
  - xi. Department of Homeland Security (DHS) policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
  - xii. California’s Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, mental and physical disability, reproductive health decision making (effective January 1, 2023), genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
  - xiii. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
  - xiv. The requirements of any other nondiscrimination statute(s) that may apply to this application.
- (n) Drug-Free Workplace: As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), CONSULTANT certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

- (o) Environmental Standards: CONSULTANT shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to Section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution. CONSULTANT shall comply with state and federal environmental standards, including:
- i. California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
  - ii. CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
  - iii. Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
  - iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
  - v. Executive Order 11514 which sets forth national environmental standards;
  - vi. Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
  - vii. The Safe Drinking Water Act of 1974, (P.L. 93-523);
  - viii. The Endangered Species Act of 1973, (P.L. 93-205);
  - ix. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
  - x. Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
  - xi. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (p) Cooperation and Access to Records: CONSULTANT must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the CONSULTANT will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.
- (q) Whistleblower Protections: CONSULTANT shall comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.
- (r) Human Trafficking: CONSULTANT shall comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the CONSULTANT from: (1) engaging in trafficking in persons during the period of time that the award

is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

- (s) Workers Compensation: CONSULTANT shall comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.
- (t) Use of Cellular Device While Driving is Prohibited: CONSULTANT shall comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.
- (u) Energy Policy and Conservation Act: CONSULTANT shall comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- (v) Terrorist Financing: CONSULTANT shall comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
- (w) USA Patriot Act of 2001: CONSULTANT shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.
- (x) DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the City and flow down to subrecipients as a matter of law, regulation, or executive order.