CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
STOMMEL, INC. DBA LEHR

THIS AGREEMENT is made and entered into this 6th day of July, 2016 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and STOMMEL, INC., a California corporation dba LEHR. ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide vehicle lighting and equipment installation services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit A, and Consultant's Bid, attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City's Chief Executive Officer ("City CEO") or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of 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's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B. Consultant's total annual compensation shall not exceed One Hundred Fifty Thousand Dollars ($150,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services

provided outside the scope of services specified in Consultant's Bid unless the City or the Project Manager, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on July 5, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be renewed by two (2) additional one (1) year periods upon mutual written agreement of both parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually

rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including

exhibits to this Agreement.

6.2. Representatives. The City CEO or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery and b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Stommel, Inc. dba LEHR	City of Costa Mesa
1370 North McCan Street	77 Fair Drive
Anaheim, CA 92806	Costa Mesa, CA 92626
Tel: (714) 336-3723	Tel: (714) 327-7470
Attn: Kelley Brophy	Attn: Bruce Lindemann

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City 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 City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the 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 paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement

System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform

work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy

in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,

[redacted]

Chief Executive Officer

Date: 7/11/16

CONSULTANT

[redacted]

Signature

Date: July 8, 2016

Kelley Brophy, Manager

Name and Title

[redacted]

Social Security or Taxpayer ID Number

ATTEST:

[redacted]

City Clerk

APPROVED AS TO FORM:

[redacted] Date: 7/8/16

City Attorney

APPROVED AS TO INSURANCE:

[redacted] Date: 7/8/16

Risk Management

APPROVED AS TO CONTENT:

[redacted] Date: 7-8-16

Project Manager

DEPARTMENTAL APPROVAL

[redacted] Date: 7-8-16

[redacted] Interim Public Services Director

APPROVED AS TO PURCHASING:

[redacted] Date: 7.8.16

Interim Finance Director

EXHIBIT A

SCOPE OF WORK

ATTACHMENT A
SCOPE OF WORK

I. **BACKGROUND:** The City of Costa Mesa maintains a mixed inventory of vehicles including police patrol, support, miscellaneous emergency, undercover and various public works vehicles that require total and partial vehicle up-fitting of all lighting, necessary components and emergency equipment. The awarded contract will encompass parts supply and installation services of all lighting and related equipment components.

II. **SCOPE OF SERVICES:** Contractor shall provide vehicle equipment, lighting, supplies, and equipment installation services on an as-needed basis.

A. **VEHICLE EQUIPMENT – MINIMUM INSTALLATION REQUIREMENTS**

1. This section describes the general vehicle emergency lighting and response equipment wiring for installation. All equipment listed will be mounted and wired to a wiring harness and fuse panel; all items and electronic equipment to terminate at component within the vehicle. All hardware is to be installed with a securely mounted service loop to ease future service. Supplier shall install equipment per the following specifications.

B. **Wire and Harness Specifications**

1. All wire is to be color coded with no repeats in color on same gauges of wire. Any wiring of same color and size must be differentiated by a continuous trace of different color. All wire shall be clearly labeled to identify purpose of said wire. Wire shall be of SXL (Cross Linked Polyolefin Insulated) XLP type, Heat resistance rates according to SAE-J-1128 and Abrasion Resistance rating to meet or exceed MIL T-5438.

2. The wiring harness/fuse panel shall be modular in design. The harness shall include all power wires and any trigger or activation wires so that no extra wires are outside the harness. This harness shall include all under-hood wiring, strobe, back flash, rear light-kill wires, MDC pre-wire, etc. Additional labeled power wires not currently used shall be wired into the harness to facilitate future equipment upgrades. Future use power wires shall have fuse terminal locations pre-existing in the modular fuse panel.

3. All fuse terminal connectors shall be crimped using an automatic crimping tool to avoid under/over crimping. Fused terminal connectors shall be wired as a continuous run to the hardware it controls. Butt and crimp connectors must be nylon **(not vinyl)** and usage kept to a minimum throughout the vehicle. **No push on**

terminals of any type, including but not limited to Scotch-Loc or T-Tap connectors, are to be used within the harness or the completed vehicle. Every item within the vehicle *must be individually* fused within the modular panel and any fuses over 30 amps in value shall be a maxi-fuse. Each component's wiring must be sized to handle at least 125% of that circuit capacity. All wire runs are to be within factory wiring channels, and secured every 6 inches at a minimum. Extra wiring is to be cut short; still allowing a service loop, but no bundles of wire under the carpet, dash, or trunk will be acceptable.

The fuse/relay panel itself must be secured to the passenger side inner fender or trunk and have the solenoid and power timer contained within the panel. The construction material of the panel must be of a plastic composite that is rated to withstand under-hood and trunk temperatures that will be seen over the service period of the vehicle. **No fuses shall be mounted in any other location within the vehicle.** The power timer shall be mounted within or beneath the panel so as to protect it from moisture. A single 4-gauge power wire shall be wired directly to the battery positive terminal from the solenoid. All power wires from the modular fuse panel shall then hook up to the backside of the solenoid, which is controlled by the power timer. All future use wiring in electrical harness shall be neatly contained within back of console body.

4. All wiring runs, equipment locations, and fuse layouts are to be identical on every unit, and a diagram must be provided with each series of vehicles built. A laminated card shall be affixed near the fuse panel and shall indicate the location and function of each fuse within the panel, including future use wiring and values.

5. All supplemental wiring is to be continuous runs with no cable extension other than at the hardware to which it is wired.

6. The master ground is to be an 8-gauge wire connecting from the factory ground terminal terminating with a common ground bolt in the console. All grounds not wired to the common ground shall use star type lock washers at the ground end, i.e. head light flasher, strobe power supply.

C. Installation of City of Costa Mesa Vehicle Decals

1. The City of Costa Mesa will provide the Contractor with the appropriate vehicle decals. The Contractor will be required to install vehicle decals as directed by the City of Costa Mesa fleet maintenance supervisor.

III. CONTRACTOR MINIMUM REQUIREMENTS

A. Contractor shall comply with the following:

1. Be in the primary business of up-fitting/installing Code 3 emergency equipment on Police patrol vehicles and emergency service vehicles for minimum of 5 years.

2. Have an established facility (3 years minimum) within 50 miles of the City of Costa Mesa Corporation Yard, located at 2310 Placentia Ave. Costa Mesa CA 92627.

3. Prior to awarding a contract, the City will conduct an inspection of the contractor's facility to determine compliance and the quality of the facility.

4. Items requiring fabrication will be quoted by contractor and approved in advance by The City's fleet maintenance supervisor or designee.

5. Contractor's primary installers (supervising technicians/employees) must be qualified technicians and have at least 2 years of experience installing lighting and equipment on various types of patrol vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers and off-highway vehicles. Upon request Contractor will be required to submit documentation describing Contractor's requirements in regard to employee qualifications.

6. Contractor shall complete the work within ten (10) business days after Contractor has accepted the vehicle. Should Contractor fail to complete the work in the time specified, additional work time may be allowed upon the written approval of the City fleet maintenance supervisor or designee.

7. The contractor shall be responsible for pick-up, delivery and/or towing of new/disposal vehicles in accordance with the scope of work. All orders must be shipped FOB Destination. All deliveries must be coordinated with the City of Costa Mesa fleet maintenance supervisor.

8. Contractor shall provide new/unused, highest quality products, designed for maximum service life with all applicable federal, state, and local regulations including the State of California Motor Vehicle Code.

9. Contractor shall be experienced in all phases of designing, installing and repairing of emergency vehicle response equipment and lighting.

10. Authorized representative(s) of the City shall be permitted to inspect the Supplier's facility, subcontractor's facility, and/or plant prior to the award of this contract. After the award of the contract, authorized representative(s) of the City shall be permitted to inspect the Supplier's facility, subcontractor's facility, and/or plant on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved.

11. Contractor's facility shall have the necessary capacity, machinery, and tools, at the time of proposal submission to fulfill the City's needs and requirements.

12. Contractor will be required to have sufficient space to store City product inventory and will be responsible for the quality of installation.

13. Contractor may be required to install, repair, and warrant installed vehicle Emergency Response Equipment at City facilities and in the field.
    1. All warranty repairs will be completed at the City of Costa Mesa Fleet Services facility.

    2. At the discretion of the City's Fleet Maintenance Supervisor, warranty repairs may also take place at the Contractors location.

    3. Contractor will arrange and/or schedule through the Fleet Maintenance Supervisor any off-site repairs.

       Gant Corum, Fleet Maintenance Supervisor
       City of Costa Mesa
       Fleet Services:
       2310 Placentia Ave
       Costa Mesa CA 92627
       (714) 327-7481

14. The City has the right to inspect work performed on a City vehicle at Contractors facility at any time, whether or not the services have been completed. Contractor agrees that the City has the right to audit any work performed by the Contractor.

15. The City reserves the right to make an award on any category/group of items or in the aggregate to that/those lowest responsible Supplier(s) who proposal(s) is/are most responsive to the needs of the City. The City also reserves the right to make multiple awards, if advantageous to the City, to ensure continuity of supply should a surge in the City's requirements exceed the capacity or capability of the primary Supplier(s). All items per category must be quoted in order for your bid to be considered responsive.

16. Upon request, Contractor will need to provide a detailed background check process that is performed on your employees or a copy of your company's internal policy pertaining to employee background checks.

IV. Contractor Performance

A. Contractor shall comply with the following:

1. If the installation is not acceptable to the City, the Supplier shall be responsible for installing portions or the complete vehicle at no additional cost to the City.

2. Contractor shall furnish new parts and equipment of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. No substitutions will be allowed under this contract, unless approved in advance and made in writing by the City.

3. Replacements and repairs on faulty equipment or errors in installations shall be made by the Contractor at no additional cost and to the satisfaction of the City. Equipment installations shall be guaranteed for as long as the City owns/possesses the vehicle.

4. The City has the right to make the final determination as to whether services have been satisfactorily completed. Should any portion of the installation

work, due to any cause, not be in accordance with the specifications or is not satisfactorily completed, it may be rejected and the Contractor must make a satisfactory arrangement with the City before proceeding with other work.

5. The Contractor shall promptly correct all work rejected by the City as faulty, defective, or failing to conform to the product specifications or scope of work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work.

6. Contractor shall be held responsible for any damage, breakage or loss of the City's vehicles or equipment while performing service on the City's vehicles, and shall be responsible for restoring or replacing any damaged equipment, vehicles, etc. to the satisfaction of the City and at the sole expense of the Contractor. Any damages to City vehicles or equipment resulting from services performed shall be reported to the City immediately.

V. Workmanship

1. All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

2. Installation Tools/Equipment: all installation tools and equipment used by the Contractor to install equipment on City vehicles shall be of the highest quality in accordance with industry standards.

VI. Decommissioning

1. At the City's request the vendor will remove all aftermarket equipment (including OEM ballistic panels) owned by the City and return this equipment to the City location specified in the contract. Decommissioning will take place on a one-to-one vehicle basis.

2. One-to-one = removing Code 3 and non-Code 3 equipment from vehicle A and installing equipment on new vehicle B; any remaining parts will be returned to Fleet Services.

VII. DELIVERY AND PICK UP

A. All deliveries and pick-ups shall be coordinated with the appropriate City personnel and discussed with the fleet maintenance supervisor on the day it is to occur. The City will not accept unscheduled deliveries; some decommissioned vehicles may require towing to and from contractor location.

B. **Vehicle Pick-up:** The Contractor shall be required to pick up vehicles from the City that have been scheduled to receive installation of equipment. The pick-up location is listed below.

City of Costa Mesa
City Corporation Yard
2310 Placentia Ave.
Costa Mesa CA 92627

C. **Vehicle Delivery:** The Contractor shall be required to deliver completed vehicles to the specified City location. Within 3 business days, the City will complete a final inspection of all of the equipment components installed on the vehicle prior to authorizing payment. Vehicles shall be delivered to:

City of Costa Mesa
City Corporation Yard
2310 Placentia Ave
Costa Mesa, CA 92627

VIII. Police Patrol Vehicle –Specifications & Parts list

A. Vehicle Makes/Models

1. Ford Utility Interceptor – Patrol Vehicle
2. Ford Taurus
3. Ford Fusion
4. Chevrolet Tahoe
5. Ford Crown Victoria
6. Ford F 150 & 250 Pickup Truck
7. Miscellaneous vehicles as needed

B. Vehicle Equipment – Parts List

Item#	Manufacturer	Description	Part Number
1	Setina	Aluminum push bumper	PB400-VS
2	Code 3	LED hide a blast RED	HB6PAK-R
3	Code 3	LED hide a blast Amber	HB6PAK-A
4	Code 3	Mirror mount kit	TRSRVMEX1
5	Code 3	LED red with black bezel	TRX6R
6	Code 3	LED blue with black bezel	TRX6B
7	Code 3	Led LIGHT BAR	2747MC/ C25599
8	Code 3	Citadel rear light system	CITEX1-RB
9	Code 3	Siren/ light control system	Z3
10	Code 3	Siren speaker	C3100FX2
11	Troy	Dual beverage holder	AC-INBHG
12	Troy	Command console with faceplates	CC-FDUV-MC18
13	Troy	Adjustable armrest	AC-ARMMNT-NS
14	Troy	Computer mount with swing arm	CM-SDMT-SL-M800
15	Troy	Safety partition	TP-1

Item#	Manufacturer	Description	Part Number
16	Troy	Lower extension panel	2-KP-FDUV-F
17	Troy	Rear safety partition	TP-FDUV-R
18	Magnetic Mic	Magnetic Mic Holder	MMSU-1
19	Setina	Dual weapon mount system	GK10301S1UHKSSCAXL
20	Setina	Gun lock	Universal XL
21	Setina	Rear window barrier with metal bar	WK0514ITU12
22	Aedec	Prisoner seat	SUVIC1311
23	Troy	Tilt up cargo mount	AC-UV-CARGO-MNT
24	Troy	Electronics tray	AC-UV-TRAY-H
25	Code 3	Torus 6-UP LED Amber	TRX6-A
26	Code 3	Torus 6-UP LED Blue	TRX6-B
27	Code 3	Mounting bracket	TLB-PI
28	Santa Cruz	Gun lock timer	SC-7009A
29	Santa Cruz	Momentary gun release switch	SC-1902
30	Code 3	LED light bar	2747A1CC
31	Code 3	100W siren speaker	C3100F150-15
32	Troy	Console	CC-MC-18
33	Unity	Spotlight	335PL-0002
34	Unity	Drivers side post mount kit	189 D/S
35	Unity	Pass side post mount kit	189RH P/S
36	Ecco	Amber LED Lightbar	27-00004-E
37	Ecco	Amber LED Lightbar	27-00003-E
38	Ecco	Hide-A-LED flange mount amber	9013A

EXHIBIT B

CONSULTANTS

BID

Delivered as Promised

Stommel Inc. dba. LEHR
1370 North McCan Street
Anaheim, CA 92806
Kelley Brophy-Manager
714-336-3723

City of Costa Mesa
City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628

BID: No. 16-38-C00932
Vehicle Lighting and Equipment Installation Services

Due: May 13, 2016 2:00PM (P.S.T)

Delivered as Promised

City of Costa Mesa
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

May 13, 2016

To who it may concern

Please except this bid No.16-38-C00932 Vehicle Lighting and Equipment Installation Service. On behalf of Stommel Inc. dba Lehr. We are pleased to present this bid and would like to work with your staff on supplying the police equipment and installation service for your police vehicles.

Lehr has been supplying police equipment and installing police vehicles for over 27 years and working with hundreds of agencies. Lehr now has five locations in the state of California and Oregon area and employees over 55 certified install technicians. The Anaheim shop is local within 19 miles from your city shop and we have over 8000 square feet of working space with 8 full time installation techs to service your vehicles. The shop also has storage for parking vehicles inside and out with security fence and video security cameras throughout the grounds.

Lehr is pleased to except your terms in bid No.16-38-C00932 and will honor all terms set forth in the RFP.

Lehr's staff will work closely with staff of City of Costa Mesa on ordering and supplying equipment in a timely manner along with upfitting service for vehicles.

Lehr's equipment parts are covered under manufactures warranty and if an issue comes up with any parts that Lehr installs we will replace it and handle all warranty or RMA's needed. Lehr will always help resolve the issue or just replace it. Lehr will provide part service within 24 to 72 hours after notification from city service staff either by email or telephone.

Lehr has attached all documents and can provide more if necessary and also attached pricing quotes.

On behalf of Lehr I would like to thank you for allowing us to bid No. 16-38-C00932 and hope to work with you and your staff.

Kelley Brophy
Manager
LEHR-Anaheim
714-336-3723

Delivered as Promised

EXECUTIVE SUMMARY

Stommel Inc. DBA Lehr is a Value Added Solution Provider specializing in emergency vehicle equipment for public safety and private security markets. The company Lehr was formed in 1945 as an automotive electrical repair facility. In the early 1990's Lehr was approached by many municipal customers seeking a viable supplier for emergency lighting and vehicle equipment. After being a family run business for 60 years, May 2006 Ken Lehr sold the business to Jim Stommel (aka Stommel, Inc.). With over 25 years of automotive accessory experience Jim stepped into the roll without incident. In September 2010 Lehr (Stommel, Inc.) acquired Pursuit North in Martinez, Ca. The acquisition will allow Lehr and Pursuit North to maximize purchasing power and better serve the client base in the Bay Area. On October 1st, 2014 Lehr (Stommel, Inc.) open a third facility in Anaheim, California and now with three facility Lehr is able to provide service to their southern California customers.

Our mission is to be one of the dominant players in this highly specialized market. Fulfillment of this mission clearly requires many core product lines such as Whelen, Code 3, Federal Signal, Havis, Gamber Johnson, Troy Products, Setina, Go Rhino, Ray Allen K-9, Panasonic Toughbook, Panasonic In car Video System, Vigilant APLR, Getac as well as knowledgeable and competent sales and technical staff, and the services and support systems necessary to make it all work.

Jim Stommel was very fortunate that Lehr and Pursuit North already employed some of the most talented individuals with skill sets to equip vehicles to the highest standards that our customers deserve. Now with the new additions, Jim Stommel has added that all of our personnel are well trained as they go through a rigorous set of training programs and mentoring to insure we maintain our quality of workmanship. The services we provide encompass the complete design from bumper to bumper defining requirements, hardware requirements, configuration, scheduling and project deployment.

Our value proposition is very straight forward. We service one market with the best major brands with proven expertise and, we offer the complete solution from pre-deployment to deployment to post deployment. We truly are experts on emergency vehicle equipment. Project Management is a key component in our offering and is done at the corporate level with in field implementation. This value prop differentiates us from our competition and usually makes us vendor of choice

We are a California Certified Small Business and are committed to this industry. Lehr Auto Electric/Pursuit North/Lehr Anaheim/Lehr Sparks/Auto Additions will provide the necessary assets to maintain a strong and dominant company who operates to very high standards with respect to our employees, our products, and the communities in which we reside.

Lehr Auto is committed to being the best emergency vehicle up fitter in the state.

Locations

Lehr Auto Electric
4707 Northgate Boulevard
Sacramento, CA 95834
916-646-6626
916-646-6656

Pursuit North,
Division of Lehr
661 Garcia Avenue
Pittsburg, CA 94565
925-370-2144

Lehr - Anaheim
1370 North McCan Street
Anaheim, CA 9280
714-988-4830
Fax: 714-414-0244

Lehr - Sparks
1320 Freeport Blvd, Ste. 111
Sparks, NV 89431
775-800-4172

Auto Additions, a division of
Lehr
3925 Fairview Industrial Dr.
SE, Ste. 150
Salem, OR 97302
503-393-3910

Services

- Auto Electrical diagnostics and repair
- Emergency equipment sales
- Emergency equipment installation
- On-Site installation & repair
- Custom Bracket & Mounting Fabrication
- 12V vehicle systems installation
- Mobile Data terminal sales and installation
- Concealed equipment installation
- Radio & communication equipment installation
- Patrol Vehicle Installation
- Command vehicle installation
- K9 Vehicle equipment installation
- In-Car Video & LPR sales and installation

Jim Stommel, President
Lehr

Appendix A

Part Pricing Sheet

Item #	Manufacturer	Description	UOM	EST. Annual Usage	Part Number	% Discount	Price per Part	Product Warranty
1	Setina	Aluminum push bumper	EA	15	PB400-VS	38%	247.00	3 Yr
2	Code 3	LED hide a blast RED	EA	15	HB6PAK-R	35%	58.00	5 Yr
3	Code 3	LED hide a blast Amber	EA	15	HB6PAK-A	35%	58.00	5 Yr
4	Code 3	Mirror mount kit	EA	15	TRSRVMEX1	35%	38.00	5 Yr
5	Code 3	LED red with black bezel	EA	15	TRX6R	35%	69.00	5 Yr
6	Code 3	LED blue with black bezel	EA	15	TRX6B	35%	69.00	5 Yr
7	Code 3	Led LIGHT BAR	EA	15	2747MC/ C25599	35%	2110.00	5 Yr
8	Code 3	Citadel rear light system	EA	15	CITEX1-RB	35%	664.15	5 Yr
9	Code 3	Siren/ light control system	EA	15	Z3	35%	694.05	5 Yr
10	Code 3	Siren speaker	EA	15	C3100FX2	35%	151.00	5 Yr
11	Troy	Dual beverage holder	EA	15	AC-INBHG	35%	31.75	5 Yr
12	Troy	Command console with faceplates	EA	15	CC-FDUV-MC18	35%	293.20	5 Yr
13	Troy	Adjustable armrest	EA	15	AC-ARMMNT-NS	35%	92.30	5 Yr
14	Troy	Computer mount with swing arm	EA	15	CM-SDMT-SL-~~M800-DTLX~~	35%	520.95	5 Yr

Item #	Manufacturer	Description	UOM	EST. Annual Usage	Part Number	% Discount	Price per Part	Product Warranty
15	Troy	Safety partition	EA	15	TP-1	35%	540.00	5 Yr
16	Troy	Lower extension panel	EA	15	2-KP-FDUV-F	35%	89.00	5 Yr
17	Troy	Rear safety partition	EA	15	TP-FDUV-R	35%	333.58	5 Yr
18	Magnetic Mic	Magnetic Mic Holder	EA	15	MMSU-1	20%	24.53	1 Yr
19	Setina	Dual weapon mount system	EA	15	GK10301S1UH KSSCAXL	38%	279.30	3 Yr
20	Setina	Gun lock	EA	15	Universal XL	38%	70.00	3 Yr
21	Setina	Rear window barrier with metal bar	EA	15	WK0514ITU12	38%	146.30	3 Yr
22	Aedec	Prisoner seat	EA	15	SUVIC1311	38%	758.50	3 Yr
23	Troy	Tilt up cargo mount	EA	15	AC-UV-CARGO-MNT	35%	250.00	5 Yr
24	Troy	Electronics tray	EA	15	AC-UV-TRAY-H	35%	159.00	5 Yr
25	Code 3	Torus 6-UP LED Amber	EA	15	TRX6-A	35%	67.00	5 Yr
26	Code 3	Torus 6-UP LED Blue	EA	15	TRX6-B	35%	67.00	5 Yr
27	Code 3	Mounting bracket	EA	15	TLB-PI	35%	26.00	5 Yr
28	Santa Cruz	Gun lock timer	EA	15	SC-7009A	20%	23.60	1 Yr

Item #	Manufacturer	Description	UOM	EST. Annual Usage	Part Number	% Discount	Price per Part	Product Warranty
29	Santa Cruz	Momentary gun release switch	EA	15	SC-1902	20%	5.50	1 Yr
30	Code 3	LED light bar	EA	3	2747A1CC	35%	1125.00	5 Yr
31	Code 3	100W siren speaker	EA	3	C3100F150-15	35%	151.00	5 Yr
32	Troy	console	EA	3	CC-MC-18	35%	285.90	5 Yr
33	Unity	Spotlight	EA	6	335PL-0002	20%	226.00	1 Yr
34	Unity	Drivers side post mount kit	EA	3	189 D/S	20%	26.00	1 Yr
35	Unity	Pass side post mount kit	EA	3	189RH P/S	20%	26.00	1 Yr
36	Ecco	Amber LED Lightbar	EA	3	27-00004-E	35%	1367.00	5 Yr
37	Ecco	Amber LED Lightbar	EA	3	27-00003-E	35%	809.00	5 Yr
38	Ecco	Hide-A-LED flange mount amber	EA	3	9013A	35%	83.20	5 Yr

C. MISCELLANEOUS ITEM DISCOUNT STRUCTURE:

Miscellaneous Items may be purchased against the Contract. Miscellaneous Item purchases shall not exceed $3,000 per invoice including tax. City will obtain price quotes from Contractor for all miscellaneous items purchased. Contractor shall provide the list price and discount price on all invoice(s) for all miscellaneous items.

35 % off Invoice List Price

D. Hourly rate for vehicle equipment installation, repairs, and decommissioning:
$ 60.00

Appendix B
Company Profile & References

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: STOMMEL INC. dba LEHR

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 1370 North McCAN ST. ANAHEIM CA 92806

Website Address: WWW.LEHRAUTO.Com

Telephone Number: 714-988-4830 Facsimile Number: 714-414-0244

Email Address: KelleyP@LehrAuto.Com

Length of time the firm has been in business: 71 Length of time at current location: 24 Months

Is your firm a sole proprietorship doing business under a different name: ____ Yes X (No)
If yes, please indicate sole proprietor's name and the name you are doing business under: N/A
Is your firm incorporated: X (Yes) No If yes, State of Incorporation: California
Federal Taxpayer ID Number: [redacted]
Regular business hours: MON-FRI 10AM-4PM
Regular holidays and hours when business is closed: Closed SAT/SUN, New Year day, Presidents Day Memorial Day, July 4th, Labor day, Thanksgiving & day following, Christmas Day

Contact person in reference to this solicitation: Kelley Brophy

Telephone Number: 714-336-3723 Facsimile Number: 714-414-0244

Email Address: KelleyP@LehrAuto.Com

Contact person for accounts payable: Kathryn Deering

Telephone Number: 916-569-8502 Facsimile Number: 916-646-6656

Email Address: KathrynP@LehrAuto.Com

Name of Project Manager: Tyi Clay

Telephone Number: 714-988-4830 Facsimile Number: 714-414-0244

Email Address: TyiP@LehrAuto.Com

COMPANY PROFILE & REFERENCES
(Continued)

References

Submit the company names, addresses, telephone numbers, contact names, and brief contract descriptions of at least three clients for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Beverly Hills Telephone Number: 310-285-2484

Contact Name: Craig Crowder Contract Amount: $500,000.00

Address: 345 Foothill Rd Beverly Hills CA 90201

Brief Contract Description: Police Vehicle upfitting & Sale's of All Police Equipment

Company Name: City of Oceanside Telephone Number: 760-435-5980

Contact Name: Jeff Hart Contract Amount: $400,000.00

Address: 4927 Oceanside Blvd., Oceanside CA 92056

Brief Contract Description: Police Vehicle upfitting & Sales of All Police Equipment

Company Name: City of Laguna Beach Telephone Number: 949-497-0394

Contact Name: Larry Wahrman Contract Amount: $300,000.00

Address: 505 Forest Ave, Laguna Beach CA 92651

Brief Contract Description: Police Vehicle upfitting and Sales of All Equipment

Company Name: City of Ventura Telephone Number: 805-652-4573

Contact Name: Dennis Kulzer Contract Amount: $200,000.00

Address: 336 Sanjon Rd Ventura CA 93001

Brief Contract Description: Police Vehicle upfitting and Sales of Police Equipment

Appendix C
Forms

INVITATION FOR BID #16-38
VEHICLE LIGHTING AND EQUIPMENT INSTALLATION SERVICES

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW (X) CURRENT VENDOR

Legal Contractual Name of Corporation: STOMMEL INC. dba LEHR

Contact Person for Agreement: Jim STOMMEL

Corporate Mailing Address: 4707 NORTHGATE Blvd.

City, State and Zip Code: SACRAMENTO CA 95834

E-Mail Address: Jim@LehrAuto.Com

Phone: 916-646-6626 Fax: 916-646-6656

Contact Person for Bids: Kelley Brophy

Title: MANAGER E-Mail Address: Kelley@LehrAuto.Com

Business Telephone: 714-336-3723 Business Fax: 714-414-0244

Is your business: (check one)

☐ NON PROFIT CORPORATION (X) FOR PROFIT CORPORATION

Is your business: (check one)

☑ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
JAMES R. STOMMEL	President	916-646-6626
Linda C. STOMMEL	Vice President	916-646-6626

Federal Tax Identification Number: [redacted]

City of Costa Mesa Business License Number: N/A

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: N/A

EX PARTE COMMUNICATIONS CERTIFICATION
FOR
IFB # 16-38

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Bidder and Bidder's representatives have not had any communication with a City Council Member concerning the **VEHICLE LIGHTING AND EQUIPMENT INSTALLATION SERVICES** at any time after **April 29, 2016**

Signature: [redacted] **Date** 5-4-2016

Print Name: Kelley Brophy, Manager

OR

I certify that Bidder or Bidder's representatives have communicated after **April 29, 2016** with a City Council Member concerning the **VEHICLE LIGHTING AND EQUIPMENT INSTALLATION SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature: _____ **Date** _____

Print Name: _____

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _X_

If the answer is yes, explain the circumstances in the following space below.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Bidder shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None".

None