CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, June 16, 2026	**6:00 PM**	**City Council Chambers** **77 Fair Drive**

***Note: All agency memberships are reflected in the title "Council Member"**

The City Council meetings are presented in a hybrid format, both in-person at City Hall and virtually via Zoom Webinar.

Closed Captioning is available via the Zoom option in English and Spanish.

Los subtítulos están disponibles a través de la opción Zoom en inglés y español.

TRANSLATION SERVICES AVAILABLE / SERVICIOS DE TRADUCCIÓN DISPONIBLE
Please contact the City Clerk at (714) 754-5225 to request language interpreting services for City meetings. Notification at least 48 hours prior to the meeting will enable the City to make arrangements.

Favor de comunicarse con la Secretaria Municipal al (714) 754-5225 para solicitar servicios de interpretación de idioma para las juntas de la Ciudad. Se pide notificación por lo mínimo 48 horas de anticipación, esto permite que la Ciudad haga los arreglos necesarios.

Members of the public can view the City Council meetings live on COSTA MESA TV (SPECTRUM CHANNEL 3 AND AT&T U-VERSE CHANNEL 99) or http://costamesa.granicus.com/player/camera/2?publish_id=10&redirect=true and online at youtube.com/costamesatv.

Members of the public are welcome to speak during the meeting when the Mayor opens the floor for public comment. There is no need to register in advance or complete a comment card. When it's time to comment, line up at one of the two podiums in the room and wait for your turn. Each speaker will have up to 3 minutes (or as directed) to address the City Council.

All attendees must remain seated while in the chamber until instructed by the Presiding Officer to approach and line up for public comment. To ensure safety and maintain order during the proceedings, standing or congregating in the aisles or foyer is strictly prohibited.

To maintain a respectful and orderly atmosphere during the meeting, attendees shall refrain from using horns or amplified speakers. Signs and props may be brought into the Chamber, provided they do not exceed 11 inches by 18 inches in size and do not hinder the visibility of other attendees. The possession of poles, sticks, or stakes is strictly prohibited.

Further information regarding the City's regulations on addressing the City Council and expected conduct during meetings are available at the following links.

Title 2: Administration
§ 2-61: Conduct while addressing the council.
https://ecode360.com/42609578

Title 2: Administration
§ 2-64: Disorderliness by members of the audience.
https://ecode360.com/42609598

The public may participate via the Zoom option.

Zoom Webinar:
Please click the link below to join the webinar:
https://us06web.zoom.us/j/82988669758?pwd=y1nGBJDuq4D0XSSTXqNWinBdQ8ES8U.1
Or sign into Zoom.com and “Join a Meeting”
Enter Webinar ID: 829 8866 9758/ Password: 474274
• If Zoom is not already installed on your computer, click “Download & Run Zoom” on the launch page and press “Run” when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically.
• Select “Join Audio via Computer.”
• The virtual conference room will open. If you receive a message reading, “Please wait for the host to start this meeting,” simply remain in the room until the meeting begins.
• During the Public Comment Period, use the “raise hand” feature located in the participants’ window and wait for city staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Participate via telephone:
Call: 1 669 900 6833 Enter Webinar ID: 829 8866 9758/ Password: 474274
During the Public Comment Period, press *9 to "raise your hand" and to be added to the queue to speak and wait for city staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Note, if you have installed a zoom update, please restart your computer before participating in the meeting.

Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the City Clerk at cityclerk@costamesaca.gov. Any written communications, photos, or other materials for copying and distribution to the City Council that are 10 pages or less, can be e-mailed to cityclerk@costamesaca.gov, submitted to the City Clerk's Office on a flash drive, or mailed to the City Clerk's Office. Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. Comments received by 12:00 p.m. on the day of the meeting will be provided to the City Council, made available to the public, and will be part of the meeting record.

All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. No links to YouTube videos or other streaming services will be accepted, a direct video file will need to be emailed to staff prior to each meeting in order to minimize complications and to play the video without delay. The video must be one of the following formats, .mp4, .mov or .wmv. Only one file may be included per speaker for public comments, for both videos and pictures. Please e-mail to the City Clerk at cityclerk@costamesaca.gov NO LATER THAN 12:00 Noon on the date of the meeting. If you do not receive confirmation from the city prior to the meeting, please call the City Clerks office at 714-754-5225.

Items submitted for the overhead screen should be 1 page and provided to the City Clerk no later than 15 minutes prior to the start of the meeting.

Please know that it is important for the City to allow public participation at this meeting. If you are unable to participate in the meeting via the processes set forth above, please contact the City Clerk at (714) 754-5225 or cityclerk@costamesaca.gov and staff will attempt to accommodate you. While the City does not expect there to be any changes to the above process for participating in this meeting, if there is a change, the City will post the information as soon as possible to the City's website.

Note regarding agenda-related documents provided to a majority of the City Council after distribution of the City Council agenda packet (GC §54957.5): Any related documents provided to a majority of the City Council after distribution of the City Council Agenda Packets will be made available for public inspection. Such documents will be posted on the city's website and will be available at the City Clerk's office, 77 Fair Drive, Costa Mesa, CA 92626.

All cell phones and other electronic devices are to be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to conduct a phone conversation.

Free Wi-Fi is available in the Council Chambers during the meetings. The network username available is: CM_Council. The password is: cmcouncil1953.

As a LEED Gold Certified City, Costa Mesa is fully committed to environmental sustainability. A minimum number of hard copies of the agenda will be available in the Council Chambers. For your convenience, a binder of the entire agenda packet will be at the table in the foyer of the Council Chambers for viewing. Agendas and reports can be viewed on the City website at https://costamesa.legistar.com/Calendar.aspx. Las agendas y los informes se pueden ver en español en el sitio web de la Ciudad en https://www.costamesaca.gov/trending/current-agendas/spanish-city-council-agendas.

In compliance with the Americans with Disabilities Act, Assistive Listening headphones are available and can be checked out from the City Clerk. If you need special assistance to participate in this meeting, please contact the City Clerk at (714) 754-5225. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II].

En conformidad con la Ley de Estadounidenses con Discapacidades (ADA), aparatos de asistencia están disponibles y podrán ser prestados notificando a la Secretaria Municipal. Si necesita asistencia especial para participar en esta junta, comuníquese con la oficina de la Secretaria Municipal al (714) 754-5225. Se pide dar notificación a la Ciudad por lo mínimo 48 horas de anticipación para garantizar accesibilidad razonable a la junta. [28 CFR 35.102.35.104 ADA Title II].

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

JUNE 16, 2026 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Mayor Pro Tem - District 4

ANDREA MARR
Council Member - District 3

ARLIS REYNOLDS
Council Member - District 5

LOREN GAMEROS
Council Member - District 2

JEFF PETTIS
Council Member - District 6

MIKE BULEY
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

CECILIA GALLARDO-DALY
City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

[Per Council Policy 000-12, these presentations are made by community volunteers stating their own views. The City Council disclaims any intent to endorse or sponsor the views of any speaker.]

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS:

1. Proclamation: Pride Month

2. Recognition of the Network for Homeless Solutions Team for Housing 500+ Individuals Since 2019

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA
Comments on Presentations and Consent Calendar items may also be heard at this time. Comments are limited to 3 minutes, or as otherwise directed.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS
Each council member is limited to 3 minutes. Additional comments will be heard at the end of the meeting.

1. Council Member Gameros
2. Council Member Marr
3. Council Member Reynolds
4. Council Member Pettis
5. Council Member Buley
6. Mayor Pro Tem Chavez
7. Mayor Stephens

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be acted upon in one motion. There will be no separate discussion of these items unless members of the City Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for discussion.

1. **PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND RESOLUTIONS** **26-274**

RECOMMENDATION:

City Council and Housing Authority approve the reading by title only and waive further reading of Ordinances and Resolutions.

2. **READING FOLDER** **26-272**

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Joseph Babazadeh, Kani Ponder.

3. **ADOPTION OF WARRANT RESOLUTION** **26-313**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2756.

Attachments: 1. Summary Check Registration 5-28-2026

4. MINUTES **26-320**

RECOMMENDATION:

City Council approved the minutes of the regular meeting of June 2, 2026.

Attachments: 1. 06-02-2026 Draft Minutes

5. ACCEPTANCE OF THE LIONS PARK PROJECTS, CITY PROJECT NO. 17-03 **26-303**

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work as complete, performed by Tovey/Shultz Construction, Inc., 18261 Collier Avenue, Unit A, Lake Elsinore, CA 92530, for The Lions Park Projects, City Project No. 17-03, and authorize the City Clerk to file the Notice of Completion.

2. Authorize the City Manager to release the Labor and Material Bond seven (7) months after the filing date and release the Faithful Performance Bond at the conclusion of the one-year warranty period. Retention monies have been released pursuant to Public Contract Code section 7107(c).

Attachments: 1. Final Costs

6. FINAL MAP FOR TRACT NO. 19345 LOCATED AT 960 WEST 16TH STREET, COSTA MESA, CALIFORNIA **26-308**

RECOMMENDATION:

Staff recommend the City Council approve the final map for Tract No. 19345, located at 960 West 16th Street, and authorize the signing of the map by the City Engineer and the City Clerk.

Attachments: 1. Tract Map No. 19345
2. Conditions of Approval

7. **AGREEMENT FOR HVAC MAINTENANCE AND REPAIRS WITH SIEMENS INDUSTRY, INC.** **26-312**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Maintenance Services Agreement (MSA) to Siemens Industry, Inc. (Siemens), 6141 Katella Avenue, Cypress, CA 90630, in an amount ranging from $259,817 to $309,441 annually, for a not-to-exceed total of $1,152,678 over the four-year period for Heating, Ventilation, and Air Conditioning (HVAC) maintenance and repair services for City Hall and the Police Department facilities based on pricing from Sourcewell Contract #080824 -SIE.

2. Authorize a ten percent (10%) contingency annually for emergency response, special events, and other unforeseen repair costs.

3. Approve and authorize the City Manager and the City Clerk to execute a Maintenance Services Agreement (MSA) with Siemens Industry, Inc. (Siemens), 6141 Katella Avenue, Cypress, CA 90630 from July 1, 2026, through June 30, 2030, in substantially the final form as approved by the City Attorney.

Attachments: 1. Sourcewell Contract #080824-SIE
2. MSA

AT THIS TIME COUNCIL WILL ADDRESS ANY ITEMS PULLED FROM THE CONSENT CALENDAR

----------END OF CONSENT CALENDAR----------

PUBLIC HEARINGS:

(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)

1. **CONTINUATION REQUEST OF AN APPEAL OF THE PLANNING COMMISSION'S DECISION TO UPHOLD THE ECONOMIC AND DEVELOPMENT SERVICES DIRECTOR'S DECISION TO DENY A REASONABLE ACCOMMODATION REQUEST TO DEVIATE FROM CERTAIN REQUIREMENTS OF THE ZONING CODE TO OPERATE A SOBER LIVING HOME AT 115 EAST WILSON STREET, UNITS A THROUGH E** **26-307**

RECOMMENDATION:

Staff recommends the City Council continue the open public hearing to the September 1, 2026, meeting, pursuant to the applicant's request.

2. APPEAL AND AWARD A MAINTENANCE SERVICES AGREEMENT FOR JANITORIAL SERVICES TO CCS FACILITY SERVICES - ORANGE COUNTY, INC. **26-304**

RECOMMENDATION:

Staff recommends the City Council:

1. Deny Executive Facilities Services, Inc. appeal from the Purchasing Officer's rejection of the bid protest filed against the proposed award to CCS Facility Services - Orange County, Inc.

2. Award the Maintenance Services Agreement (MSA) to CCS Facility Services - Orange County, Inc., 3001 Red Hill Avenue, Building #6-220, Costa Mesa, CA 92628, for a period of two (2) years with the option for three (3) one-year renewal periods for janitorial services for City buildings, parks, and facilities in an annual amount not to exceed $577,973.

3. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs, and approval for Consumer Price Index (CPI) escalation and de-escalation.

4. Authorize the City Manager or designee to execute the agreement and any future amendments to the agreement.

Attachments: 1. Bid Protest from EFS, Inc.
2. City's Letter of Response
3. Appeal of Denial of Bid Protest
4. Appeal Response
5. MSA

OLD BUSINESS: NONE.

NEW BUSINESS:

1. PROPOSED FIRST TIME HOMEBUYER PILOT PROGRAM FUNDED BY MEASURE Q (RETAIL CANNABIS) **26-295**

RECOMMENDATION:

Staff recommends the City Council provide direction on a pilot First-Time Homebuyer (FTHB) Program utilizing the dedicated Measure Q revenue; provide direction on the core elements of the proposed program; and direct staff to return to the Council with an evaluation of the program following completion of the pilot period.

Attachments: Agenda Report

2. FAIRVIEW ROAD AND BELFAST AVENUE TRAFFIC SIGNAL PROJECT, CITY PROJECT NO. 26-03 26-305

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt plans, specifications, and working details for the Fairview Road and Belfast Avenue Traffic Signal Project, City Project No. 26-03, and find the project categorically exempt from California Environmental Quality Act (CEQA).

2. Reject the apparent low bid submitted by Elecnor Belco Electric, Inc., 14320 Albers Way, Chino, CA 91710 as non-responsive.

3. Award a Public Works Agreement (PWA) for construction to the apparent second lowest bidder, Select Electric Inc., 1700 E. Via Burton, Anaheim, CA 92806, in the amount of $683,584, and authorize a ten percent (10%) contingency in the amount of $68,359.

4. Authorize the City Manager and the City Clerk to execute the PWA and any future amendments to the agreements within Council authorized limits.

ENVIRONMENTAL DETERMINATION:

The proposed project is exempt from CEQA. The project involves an organizational or administrative activity of government that will not result in direct or indirect physical change in the environment. The proposed project is categorically exempt under section 15301 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities.

Attachments: 1. Bid Abstract
2. Public Works Agreement

3. AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR THE SENIOR TRANSPORTATION PROGRAM **26-310**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) for the Senior Transportation Program with Orange County Yellow Management LLC (OCY) (Attachment 1) at 520 West Dyer Road, Santa Ana, California, 92707 with an annual amount not to exceed $200,000, for a period of three years effective July 1, 2026 - June 30, 2029; and

2. Authorize a ten (10%) percent contingency in the amount of $20,000 for unforeseen costs; and

3. Authorize the City Manager to execute the PSA and future amendments for this agreement within City Council authorized limits.

Attachments: 1. PCS-PSA OCY Management
2. STP Surveys
3. 03/12/26 PACS Draft Minutes
4. Senior Transportation Program Scope of Work

4. AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR THE ARTS AND CULTURE MASTER PLAN UPDATE **26-311**

RECOMMENDATION:

Staff Recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Moore, Iacofano, Goltsman, Inc. (MIG) in an amount not to exceed $132,655 to conduct an Arts and Culture Master Plan Update (Attachment 1).

2. Authorize a ten percent (10%) contingency in the amount of $13,265 for unforeseen costs related to the project.

3. Authorize the City Manager and City Clerk to execute the PSA and future amendments to this agreement within Council authorized limits.

Attachments: 1. PSA - Moore, Iacofano, Goltsman (MIG)
2. Scope of Work Arts and Culture Master Plan Update
3. RFP 26-09

ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

ADJOURNMENT

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-274 **Meeting Date:** 6/16/2026

TITLE:

PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND RESOLUTIONS

RECOMMENDATION:

City Council and Housing Authority approve the reading by title only and waive further reading of Ordinances and Resolutions.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-272 **Meeting Date:** 6/16/2026

TITLE:

READING FOLDER

DEPARTMENT: City Manager's Office/City Clerk's Division

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Joseph Babazadeh, Kani Ponder.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-313 **Meeting Date:** 6/16/2026

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: **FINANCE DEPARTMENT**

PRESENTED BY: **MARK KHOU, BUDGET & PURCHASING MANAGER**

CONTACT INFORMATION: **MARK KHOU, BUDGET & PURCHASING MANAGER AT (714) 754-5241**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2756.

BACKGROUND:

In accordance with Section 37202 of the California Government Code, the Director of Finance or their designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

FISCAL REVIEW:

Funding Payroll Register No. 26-11 On Cycle for $4,130,281.06, and City operating expenses for $2,475,612.42.

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
022197	05/29/26	P	Enterprise Rent A Car	0000002131	9,512.04
		Line Description:	Under Cover Car Rental Under Cover Car Rental Under Cover Car Rental Under Cover Car Rental Under Cover Car Rental Under Cover Car Rental Under Cover Car Rental		
022198	05/29/26	P	Jones Mayer	0000014653	142,294.29
		Line Description:	141378-FDC 141392-Opioid 141376-Council 141379-Finance 141382-Housing 141380-Fire Dept 141414-Ruiz, Ana 141372-City Clerk 141387-Litigation 141363-227 Mesa Dr 141399-Police Dept 141407-440 RCVRSHP 141361-1963 Wallace 141374-City Manager 141381-Harvey, Lori 141386-Leik, Judith 141395-Peper, Aidia 141401-Public Works 141402-RDX Catalyst 141371-City Attorney 141388-Mood, Ivin #3 141413-218 Palmer St 141415-Cronan, Angel 141362-2162 Maple St. 141367-544 Bernard St 141370-Animal Control 141373-City Clerk PRR		

2,284,187.94
0.00
198,177.16
(6,000.00)
(752.68)
2,475,612.42

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	141391-Ohio House LLC 141393-Oshiro, Maxine 141400-PRA Assistance 141404-Salehpour, Ali 141409-Vargas, Angela 141383-Human Resources 141389-O'Keefe, Jeanie 141403-Risk Management 141365-374 Woodland Ave 141368-599 W. Wilson St 141369-Alexander, James 141375-Code Enforcement 141385-Jamboree Housing 141396-Percival, Zoe M. 141411-2130 Federal Ave 141416-Waterman, Melody 141359-1095 Sea Bluff Dr 141360-113 Clearbrook Ln 141364-2280 Newport Blvd 141377-Development Serv. 141397-Phillips, Danielle 141406-Wilson, L Theodore 141408-Banegas, Dorado, A 141410-RDK Group Holdings 141366-440 Fair Dr/1179 NP 141398-Planning Commission 141405-Veramancini, Juan D 141417-2026 Ballot Measure 141390-Ohio House Abatement 141384-Information Technology 141418-Fire Station, #2 Lease 141394-Parks & Community Serv.			
022199	05/29/26	P	Luis Villegas Godina	0000031213		559.00
		Line Description:	EVOC-San Bernardino			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
022200	05/29/26	P	Priceless Pet Rescue	0000026000		40,000.00
		Line Description:	Shelter/adoption services May			
022201	05/29/26	P	Raul Gonzales	0000029268		473.00
		Line Description:	ICI Robbery Investigation-SD			
022202	05/29/26	P	Steve Savage	0000010532		5,338.83
		Line Description:	Adv Disability May 2026			
					TOTAL	**$198,177.16**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0259203	05/29/26	P	All City Management Services Inc	0000009480		18,623.03
		Line Description:	School Crossing Guard Srvs			
0259204	05/29/26	P	Benefit Coordinators Corp	0000029594		44,838.20
		Line Description:	VSP Ins Prem-Jun 2026 Delta Dental Ins Prem-Jun 26			
0259205	05/29/26	P	Bracken's Kitchen Inc	0000029468		28,242.38
		Line Description:	CMBS 4/6-4/19/26 CMBS 4/20-5/3/26			
0259206	05/29/26	P	Circuit Transit Inc	0000031174		53,348.33
		Line Description:	Transit Operation-Apr 2026			
0259207	05/29/26	P	Dudek	0000011416		186,750.83
		Line Description:	Housing Element Prog2/21-3/27			
0259208	05/29/26	P	Elegant Construction Inc.	0000031633		149,281.81
		Line Description:	Proj 25-07 K-L Park Improvemnt Retention Proj 25-07/700139			
0259209	05/29/26	P	Executive Facilities Services Inc	0000029510		53,830.77
		Line Description:	Janitorial Services - PD Janitorial Services - DRC Janitorial Services - BCC Janitorial Services - Fairview Janitorial Services - All Othe Janitorial Services - Senior C Janitorial Services - Police S Janitorial Services - PD Wareh Janitorial Services - PD Commu Janitorial Services - NHCC			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	Janitorial Services - FS1-6 Janitorial Services - Bridge S Janitorial Services - City Hal Janitorial Services - Corp Yar			
0259210	05/29/26	P	Fleming Environmental Inc	0000017663		141,002.80
		Line Description:	Retention Proj 25-12/200102 Proj 25-12 AG Store Tank FS#3			
0259211	05/29/26	P	Harbor Pointe Air Conditioning & Control	0000030908		59,365.29
		Line Description:	Replacing 2 HVAC @ Sr Cntr Replace RTU @ FS #3 Sr Cntr Servoce Call			
0259212	05/29/26	P	IPS Group Inc	0000030049		27,832.67
		Line Description:	Purchase & Installation of New			
0259213	05/29/26	P	ITZEN Architects Inc	0000030962		40,946.70
		Line Description:	CM Comm Cntr 1/1-4/17/26			
0259214	05/29/26	P	Liebert Cassidy Whitmore	0000002960		81,179.00
		Line Description:	LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
		Line Description:	LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR LEGAL SERVICES - HR			
0259216	05/29/26	P	Onyx Paving Company Inc	0000031101		269,598.45
		Line Description:	Citywide Prky Maint 24-03 Retention 24-03/210300			
0259217	05/29/26	P	Pacific Advanced Civil Engineering Inc	0000014386		26,865.00
		Line Description:	Remote Stowater Level Monitori Remote Stowater Level Monitori			
0259218	05/29/26	P	Place Works Inc	0000023119		228,856.18
		Line Description:	Fairview Dev center (Task1-10) Consult for Fairview Deve Cent			
0259219	05/29/26	P	ROBINS KAPLAN LLP	0000031876		228,052.55
		Line Description:	LITIGATION			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259220	05/29/26	P	Siemens Industry Inc	0000002904	334,856.00
		Line Description:	TWO TRANE CHILLERS @ CITY HALL		
0259221	05/29/26	P	The Lincoln National Life Insurance Co	0000030039	16,072.86
		Line Description:	Critical Ill Jun 26 Accident Ins Jun 2026		
0259222	05/29/26	P	Z&K Consultants, Inc	0000029416	106,451.85
		Line Description:	PROFESSIONAL SERVICES AGREEMEN Construction Mngmngt Adams Bic Consturction Mngmnt Adams Bicy Construction Mngmnt Adams Bicy		
0259223	05/29/26	P	AT & T	0000001107	139.10
		Line Description:	Internet Fleet Svs		
0259224	05/29/26	P	AT & T	0000001107	167.14
		Line Description:	911 Cama Trunks 5/14-6/13/26		
0259225	05/29/26	P	Alans Lawnmower & Garden Center Inc	0000019220	226.00
		Line Description:	Maint-Gas Powered Equip		
0259226	05/29/26	P	Amazing Tents & Events	0000029486	800.00
		Line Description:	TENT RENTAL SPRINGFEST 26		
0259227	05/29/26	P	Angel Auto Spa LLC	0000027465	2,084.49
		Line Description:	City Car Wash-Apr 2026 PD Car Wash-Apr 2026		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259228	05/29/26	P	Balport Lock & Safe	0000031853	286.08
		Line Description:	Locksmith Services		
0259229	05/29/26	P	Brian Hillard Karate	0000030959	1,019.85
		Line Description:	Instructor Payment-Spring 26 Intructor payment-Spring 2026		
0259230	05/29/26	P	CAPF	0000004755	2,212.50
		Line Description:	Firefighters LTD Jun 26		
0259231	05/29/26	P	CHUBB	0000031158	5,228.04
		Line Description:	Desc Long Term Care Ins-May 26		
0259232	05/29/26	P	Carl Warren & Company	0000001578	2,349.40
		Line Description:	Claims Admistrator Claims Admistrator		
0259233	05/29/26	P	City of Huntington Beach	0000002599	1,343.00
		Line Description:	Helicopter Srvs April 2026		
0259234	05/29/26	P	Citygate Associates	0000012070	2,144.63
		Line Description:	Conduct Standard of Coverage		
0259235	05/29/26	P	Commercial Electric Systems Inc	0000023150	371.74
		Line Description:	Coax Antenna		
0259236	05/29/26	P	Continental Interpreting Services Inc	0000024355	700.00
		Line Description:	Interpreting Svc-Apr 2026		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259237	05/29/26	P	Costa Mesa Lock & Key	0000001817	436.23
		Line Description:	Remove/Replace Lock @ CMBS		
0259238	05/29/26	P	County of Orange	0000003486	4,408.32
		Line Description:	AFIS Fees for Apr 2026 Teletype Service Apr 2026		
0259239	05/29/26	P	Elysian Arts & Events, LLC	0000030538	672.10
		Line Description:	Instructor Payment- Spring 26		
0259240	05/29/26	P	Endemic Environmental Services Inc	0000021277	13,885.59
		Line Description:	FVP Maint 4/16-4/30/26		
0259241	05/29/26	P	FM Thomas Air Conditioning Inc	0000017151	2,185.00
		Line Description:	Sr Cntr Service Call		
0259242	05/29/26	P	Fast 5 Costa Mesa 6 LLC	0000024446	603.00
		Line Description:	CMPD Car Washes-April 26 City Car Washes-April 26		
0259243	05/29/26	P	First Carbon Solutions	0000024876	7,389.60
		Line Description:	Consult Svs-Nest Event Ctr Consult Svs-Nest Event Ctr		
0259244	05/29/26	P	FleetPride Heavy Duty Parts & Service	0000030911	51.36
		Line Description:	Stock-Cut Off Switch		
0259245	05/29/26	P	FlexTG, LLC	0000015149	4,081.74
		Line Description:	CW COPIER LEASE/MAINT FEB 26 CW COPIER LEASE/MAINT JAN 26		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0259246	05/29/26	P	G & W Towing	0000002289		418.00
		Line Description:	750-Tow Service 649-Tow Service 750-Tow Service			
0259247	05/29/26	P	Galls LLC	0000002297		4,305.09
		Line Description:	Uniform Sft. J. Chartier Creidt Uniform Sgt. J Chartier Uniform Officer F. Savengrith Uniform Sgt. J. Korte Safety Vest K Velazquez Credit Officer M. Bowman Credit Officer D. Fay Credit Officer J Haney Uniform Specialist K. Lawson Credit Officer J. Morgan Uniform Officer J. Morgan Uniform Cadet K. Abarca Uniform Cadet S. Ortiz Uniform Officer M Soto Uniform Officer J Roman Uniform-Code Enf Uniform-Code Enf Credit Officer N. Muck			
0259248	05/29/26	P	Grainger	0000002393		485.55
		Line Description:	Hardware Haredware Retrund Credit Hardware Hardware Snoopy House Price Agreement - PD			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0259249	05/29/26	P	Interwest Consulting Group Inc	0000021505		9,955.49
		Line Description:	Reviewing Water Quality Mgmt P Reviewing Water Quality Mgmt P Plan Review Svc-Apr 2026 Reviewing Water Quality Mgmt P			
0259250	05/29/26	P	Irv Seaver Motorcycles	0000010272		465.31
		Line Description:	Shop Supply			
0259251	05/29/26	P	Joe Mar Polygraph	0000030910		1,000.00
		Line Description:	Polygraph Exam-4/16-4/29/26			
0259252	05/29/26	P	LN Curtis & Sons	0000002983		231.67
		Line Description:	Firefighter Jacket			
0259253	05/29/26	P	Landscape Structures Inc	0000024524		5,240.59
		Line Description:	Playground Equipment and Parts			
0259254	05/29/26	P	LineGear Fire & Rescue Equipment	0000026007		280.15
		Line Description:	FIRE EQUIPMENT			
0259255	05/29/26	P	Melad & Associates	0000005068		4,983.24
		Line Description:	CM26-04 consulting plan check			
0259256	05/29/26	P	Mideo Systems, Inc	0000029225		4,801.72
		Line Description:	MAINTENANCE RENEWAL			
0259257	05/29/26	P	Motoport USA	0000029467		752.68
		Line Description:	SIDI Canyon 2 Gore Tex Police SIDI Canyon 2 Gore Tex Police			

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0259258	05/29/26	P	National Data & Surveying Services	0000021249		400.00
		Line Description:	Volume & Speed Traffic Counts Volume & Speed Traffic Counts Volume & Speed Traffic Counts			
0259259	05/29/26	P	National Safety Compliance Inc	0000020714		94.50
		Line Description:	DOT Random Drug Testing			
0259260	05/29/26	P	Ninyo & Moore	0000004841		1,986.00
		Line Description:	Material Testing & Speical Ins			
0259261	05/29/26	P	Nutrien AG Solutions Inc	0000026392		605.00
		Line Description:	Soils Test			
0259262	05/29/26	P	O Neil Storage	0000018395		415.23
		Line Description:	Offsite Records Storage Offsite Records Storage Offsite Records Storage			
0259263	05/29/26	P	OCY Management LLC	0000031370		8,030.50
		Line Description:	Transportation Services Apr 26			
0259264	05/29/26	P	Occu Med	0000003388		3,114.99
		Line Description:	Pre-Employment Physicals			
0259265	05/29/26	P	Orange Coast College	0000003458		666.25
		Line Description:	Spring 26 Instructor Payment			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259266	05/29/26	P	Orange County Mosquito & Vector Control	0000021750	540.15
		Line Description:	Inspection&Treatment FVP Apr26		
0259267	05/29/26	P	Pacific Plumbing of Southern California	0000030657	3,850.00
		Line Description:	FS1-Service Call		
0259268	05/29/26	P	Pat Hill	0000002532	633.75
		Line Description:	Instructor Payment-Spring 26		
0259269	05/29/26	P	Performance Truck Repair Inc	0000030587	2,894.97
		Line Description:	529- Pump Testing 514-Exhaust System, Air Cooler		
0259270	05/29/26	P	Portal Languages-Costa Mesa	0000031444	646.75
		Line Description:	Instructor Payment-Spring 26 Instructor Payments-Spring 26		
0259271	05/29/26	P	Post Alarm Systems Inc	0000026907	82.44
		Line Description:	Fire Alarm System Monitoring		
0259272	05/29/26	P	Prudential Overall Supply	0000025480	317.12
		Line Description:	Towel Svc-Apr 2026		
0259273	05/29/26	P	Rafael Rodriguez	0000031018	70.00
		Line Description:	Basketball Offical		
0259274	05/29/26	P	Red Wing Business Advantage Account	0000003772	414.09
		Line Description:	Redwing Boots Safety Shoes for Melissa Aceve		

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0259275	05/29/26	P	SCA of CA, LLC	0000029971		2,905.00
		Line Description:	Quarterly Pressure Washing Bus			
0259276	05/29/26	P	Save Our Youth	0000003929		1,000.00
		Line Description:	1st Annual Soccer Tournament 1st Annual Soccer Tournament			
0259277	05/29/26	P	Save Our Youth	0000003929		5,000.00
		Line Description:	Annual Gala Sponsorship Annual Gala Sponsorship			
0259278	05/29/26	P	SiteOne Landscape Supply LLC	0000024133		906.95
		Line Description:	Irrigation controllers Joann			
0259279	05/29/26	P	Skyhawks Sports Academy LLC	0000004040		772.20
		Line Description:	Instructor Payment-Spring 26			
0259280	05/29/26	P	Southern California Edison Company	0000004088		1,107.68
		Line Description:	2917-3171 RedHill 4/13-5/19/26 1040 Paularino 4/20-5/18/26 2783 Bristol 4/20-5/18/26 2944 Bristol 4/17-5/17/26 199 Broadway 4/17-5/17/26 401 Broadway 2612 Harbor 4/17-5/17/26 1071 Bristol 4/21-5/19/26 Medians Apr 26			
0259281	05/29/26	P	Southern California Gas Company	0000004092		17.76
		Line Description:	NHCC 4/21-5/11/26			

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259282	05/29/26	P	Southern California Shredding Inc	0000025605	245.00
		Line Description:	On-Site Shredding Services On-Site Shredding Services		
0259283	05/29/26	P	Southland Industries	0000031685	10,900.43
		Line Description:	City Hall- Service call City Hall-Service Call		
0259284	05/29/26	P	Southside Towing	0000014300	219.00
		Line Description:	787-Tow Service		
0259285	05/29/26	P	State of California Dept of Justice	0000001534	1,452.00
		Line Description:	Livescan/Fingerprinting Servic		
0259286	05/29/26	P	Stryker Sales Corp	0000022385	4,185.66
		Line Description:	SHIPPING SALES TAX (7.75%) SMRT PAK-GURNEY BATTERIES		
0259287	05/29/26	P	Terrell Thorogood	0000030424	70.00
		Line Description:	Basketball Official		
0259288	05/29/26	P	The Code Group Inc	0000025073	11,845.39
		Line Description:	Consulting services Consulting Staffing Services		
0259289	05/29/26	P	Townsend Public Affairs Inc	0000021510	6,825.00
		Line Description:	Legislative Advocacy		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259290	05/29/26	P	US Bank	0000002228	1,250.00
		Line Description:	2017 Bond Trustee Fees		
0259291	05/29/26	P	Verified First LLC	0000027240	60.00
		Line Description:	Pre-Employment Credit Checks Pre-Employment Credit Checks		
0259292	05/29/26	P	Ware Disposal Inc	0000000255	11,289.68
		Line Description:	May 26 City Facilities		
0259293	05/29/26	P	Western DC Systems, Inc.	0000029864	6,325.35
		Line Description:	Replace Batteries-at NHCC		
0259294	05/29/26	P	Willdan Engineering	0000031832	2,250.00
		Line Description:	Project Mngmnt Services		
0259295	05/29/26	P	Yunex LLC	0000029573	8,350.00
		Line Description:	Installation of a VSF Sign RRFB Installation on Tustin Av		
0259296	05/29/26	P	Zechariah Rickard	0000031882	750.00
		Line Description:	BHBH Client Pa So-Deposit/Rent		
				TOTAL	**$2,284,187.94**

End of Report

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0259215	05/29/26	O	Liebert Cassidy Whitmore *Line Description:* Overflow	0000002960	0.00
				TOTAL	0.00

End of Report

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0258600	5/26/2026	V	Motoport USA	0000029467	04/17/26	(752.68)
		Line Description:	05/26/26- V&R- Vendor did not receive payment			
0258982	5/28/2026	V	Save Our Youth	0000003929	05/08/26	(5,000.00)
		Line Description:	5/28/26: V&R- Vendor did not receive payment			
0258983	5/28/2026	V	Save Our Youth	0000003929	05/08/26	(1,000.00)
		Line Description:	05/28/26- Vod and re-issue: Vendor did not receive payment			
					TOTAL	**($6,752.68)**

End of Report

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-320 **Meeting Date:** 6/16/2026

TITLE:

MINUTES

DEPARTMENT: **City Manager's Office/City Clerk's Division**

RECOMMENDATION:

City Council approved the minutes of the regular meeting of June 2, 2026.

REGULAR CITY COUNCIL AND HOUSING AUTHORITY
JUNE 2, 2026 - MINUTES

CALL TO ORDER – The Closed Session meeting was called to order by Mayor Stephens at 4:00 p.m.

ROLL CALL

Present: Council Member Buley, Council Member Gameros (arrived at 4:03 p.m. and recused himself at 5:47 p.m. due to a conflict on item no. 8), Council Member Marr (arrived at 4:10 p.m.), Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: None.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. **CONFERENCE WITH LABOR NEGOTIATORS**
   Pursuant to California Government Code Section 54957.6, (a)
   Agency Designated Representative: Cecilia Gallardo-Daly, City Manager
   Name of Employee Organization: Costa Mesa City Employees Association (CMCEA)

2. **CONFERENCE WITH LABOR NEGOTIATORS**
   Pursuant to California Government Code Section 54957.6, (a)
   Agency Designated Representative: Cecilia Gallardo-Daly, City Manager
   Name of Employee Organization: Costa Mesa Confidential Unit

3. **CONFERENCE WITH LABOR NEGOTIATORS**
   Pursuant to California Government Code Section 54957.6, (a)
   Agency Designated Representative: Cecilia Gallardo-Daly, City Manager
   Name of Employee Organization: Costa Mesa Police Association (CMPA)

4. **CONFERENCE WITH LABOR NEGOTIATORS**
   Pursuant to California Government Code Section 54957.6, (a)
   Agency Designated Representative: Cecilia Gallardo-Daly, City Manager
   Name of Employee Organization: Costa Mesa Police Management Association (CMPMA)

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: City of Costa Mesa v. Ohio House LLC
Orange County Superior Court, Case No. 30-2020-01146835-CU-OR-CJC

6. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: City of Costa Mesa v. Ohio House, LLC, a California limited liability corporation; Richard Perlin, Nancy Perlin, Dolores Perlin, and Brandon Stump as individuals, Orange County Superior Court Case No. 30-2018-01006173-CU-OR-NJC.

7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Ohio House, LLC v. City of Costa Mesa, United States District Court, Central District of CA, Case No. 8:19 cv 01710 DOC (KESx)

8. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION – ONE CASE
Pursuant to California Government Code Section 54956.9 (d)(4), Potential Litigation.

City Council recessed at 4:02 p.m. for Closed Session.

Closed Session adjourned at 5:55 p.m.

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:02 p.m.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE – A video was played of the National Anthem and the Mayor led the Pledge of Allegiance.

MOMENT OF SOLEMN EXPRESSION – Led by Council Member Buley.

ROLL CALL
Present: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – Ms. Hall Barlow reported that action was taken on Closed Session item No. 8 regarding potential initiation of litigation. City Council approved the termination of the agreement with Priceless Pet Rescue in lieu of litigation and directed staff to enter into an emergency procurement with Westminster Adoption Group and Services (WAGS), and the City Council also directed staff to prepare a Request For Proposals for a permanent provider.

MOVED/SECOND: Mayor Pro Tem Chavez/Council Member Marr
MOTION: Approve the termination of the agreement with Priceless Pet Rescue in lieu of litigation and direct staff to enter into an emergency procurement with Westminster Adoption Group and Services, and direct staff to prepare a Request For Proposals for a permanent provider.
The motion carried by the following roll call vote:
Ayes: Council Member Buley Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: None.
Abstain: Council Member Gameros.
Motion carried: 6-0

PRESENTATIONS: NONE.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Katy Wright, representing Toastmasters District 100, invited the City Council to attend an event on June 3, 2026.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Buley spoke on attending a Memorial Day event at Harbor Lawn Mt. Olive Memorial Park and praised Cornell Iliescu for his contributions to the community.

Council Member Gameros spoke on the 3rd of July event.

Council Member Marr wished everyone a Happy Pride Month.

Council Member Reynolds spoke on visiting Cambridge Massachusetts and their walkability in the City, spoke on their urban green program and signage, spoke on a 3D replica of the entire city in their Planning Department, spoke on attending ribbon cutting ceremonies and supporting local businesses, and spoke on the Transient Occupancy Tax and researching Air B&B's for new revenue.

Council Member Pettis spoke on attending the Memorial Day events at Harbor Lawn Mt. Olive Memorial Park and Newport Harbor High School, spoke on his Eastside Exchange pop up event at Brentwood Park, thanked staff for moving the boulders in the park, requested staff to look into repairs of a gazebo at the park, the next pop up event will be at Jordan Park on June 20th, and thanked staff for promptly resolving incorrect parking tickets issued on 16th Place.

Mayor Pro Tem Chavez wished everyone Happy Pride Month and spoke on attending the Shalimar Park Groundbreaking.

Mayor Stephens spoke on attending the Shalimar Park Groundbreaking, attending a ukulele sing along event, and spoke on Voices In Unity and the 250 people in the choir to celebrate the Country's 250 anniversary, and spoke on an event on June 27th at the Barclay Theater called Gospel Voices.

REPORT – CITY MANAGER – Ms. Gallardo-Daly recognized the Shalimar Park groundbreaking and spoke on Sargent Lee's retirement.

REPORT – CITY ATTORNEY – Ms. Hall Barlow encouraged everyone to vote and wished everyone a Happy Pride Month.

CONSENT CALENDAR

MOVED/SECOND: Mayor Pro Tem Chavez/Council Member Marr
MOTION: Approve the Consent Calendar.
The motion carried by the following roll call vote:
Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: None.
Abstain: None.
Motion carried: 7-0

1. PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND RESOLUTIONS

ACTION:
City Council and Housing Authority approved the reading by title only and waived further reading of Ordinances and Resolutions.

2. READING FOLDER

ACTION:
City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Jay Dunkelberger, Kevin Smith, Gary Sokolich, Thomas Schneider (Interinsurance Exchange of the Automobile Club).

3. ADOPTION OF WARRANT RESOLUTION

ACTION:
City Council approved Warrant Resolution No. 2755.

4. MINUTES

ACTION:
City Council approved the minutes of the regular meeting on April 7, 2026.

5. RENEWED MEASURE M (M2) ELIGIBILITY

ACTION:
1. City Council approved the City's Maintenance of Effort (MOE) for Fiscal Year (FY) 2026-27.

2. Approved the M2 Seven-Year Capital Improvement Program (CIP) consisting of the City's Five-Year and future year CIP for FY 2026-27 through FY 2032-33.

3. Adopted Resolution No. 2026-18, for the update of the Pavement Management Plan.

4. Adopted Resolution No. 2026-19, for the update of the Local Signal Synchronization Plan.

5. Authorized staff to submit documents to meet M2 Eligibility requirements.

6. RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

ACTION:
City Council adopted Resolution No. 2026-20 approving a list of projects for funding with the Road Maintenance and Rehabilitation Account (RMRA) revenues for Fiscal Year (FY) 2026-27.

7. RESOLUTIONS RELATING TO THE CALLING OF THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 3, 2026

ACTION:
City Council took the following actions:

1. Adopted Resolution No. 2026-21, to be read by title only and waive further reading, calling and giving notice to conduct a General Municipal Election on November 3, 2026 for the purpose of electing a Mayor for the full term of two years; and election of three members of the City Council from the Third, Fourth, and Fifth districts, for the full term of four years.

2. Adopted Resolution No. 2026-22, to be read by title only and waive further reading, requesting the Orange County Board of Supervisors to consolidate the General Municipal Election with the Statewide General Election and to issue instruction to the Orange County Registrar of Voters Elections Department to provide specific services in the conduct of the consolidated election.

3. Adopted Resolution No. 2026-23, to be read by title only and waive further reading, adopting regulations pertaining to Candidate Statements submitted to the voters at a General Municipal Election to be held on November 3, 2026.

AT THIS TIME COUNCIL WILL ADDRESS ANY ITEMS PULLED FROM THE CONSENT CALENDAR

----------END OF CONSENT CALENDAR----------

DRAFT

NEW BUSINESS:

1. AWARD OF CONTRACT TO RENOVATE JACK HAMMETT SPORTS COMPLEX FIELDS 1 AND 2

Presentation by Mr. Sethuraman, Public Works Director.

Public Comments: None.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez
MOTION: Approve staff recommendation.
The motion carried by the following roll call vote:
Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: None.
Abstain: None.
Motion carried: 7-0

ACTION:

1. City Council awarded a Public Works Agreement (PWA) for the renovation of Jack Hammett Sports Complex Fields 1 and 2 to Scapepros Landscaping, 1100 E Orangethorpe Avenue, Suite 252-F, Anaheim, CA 92801, in the amount of $469,478.

2. Authorized a ten percent (10%) contingency in the amount of $46,948 for unforeseen costs related to the project.

3. Authorized the City Manager and the City Clerk to execute the PWA and future amendments for the agreement within Council authorized limits.

City Council recessed into a break at 6:46 p.m.

City Council reconvened at 7:02 p.m.

PUBLIC HEARINGS:
(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)

1. BUSINESS IMPROVEMENT AREA (BIA) REAUTHORIZATION TO LEVY ANNUAL ASSESSMENT

Presentation by Ms. Jakher, Assistant to the City Manager and Paulette Lombardi Fries, President of Travel Costa Mesa.

Public Comments: None.

MOVED/SECOND: Council Member Reynolds/Council Member Marr
MOTION: Approve staff recommendation.
The motion carried by the following roll call vote:
Ayes: Council Member Buley, Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: None.
Absent: None.
Abstain: None.
Motion carried: 7-0

ACTION:
1. City Council conducted a public hearing regarding the Business Improvement Area (BIA) reauthorization and levy of the annual assessment for Fiscal Year 2026-2027.

2. Adopted Resolution No. 2026-24, confirming the annual report filed by Travel Costa Mesa and levying an annual assessment for Fiscal Year 2026-2027 for the Business Improvement Area covering certain Costa Mesa hotels and motels.

2. FISCAL YEAR 2026-27 PROPOSED OPERATING AND CAPITAL IMPROVEMENT PROGRAM AND HOUSING AUTHORITY BUDGET INCLUDING ANNUAL REPORTING FOR EQUIPMENT USE POLICY PER AB 481 AND VACANCY STATUS AND RECRUITMENT STRATEGIES PER AB 2561

Presentation by Ms. Gallardo-Daly, City Manager; Mr. Okereke, Financial Consultant; Mr. Khou, Budget and Purchasing Manager; Ms. Acosta-Reyes, Finance Manager; Police Lieutenant Barnes; Mr. Sethuraman, Public Works Director; Ms. Tai, Economic and Development Services Director; Mr. Matsuura, Principal Human Resources Analyst; Ms. Acosta, Human Resources Administrator.

Public Comments:

Ralph Taboada, Costa Mesa, spoke on the Finance and Pension Advisory Committee vote and that it was not unanimous, suggested quarterly reviews of the budget, spoke on the 52 vacancies, prior years salary savings and funding the overtime, spoke in opposition to eliminating the park ranger position, spoke on continuing the item to speak with the Finance and Pension Advisory Committee for more information on salary savings and attrition, and spoke in opposition of waiving CAN.

Cynthia McDonald, Costa Mesa, spoke on certification of the Housing Element, grant funding, and in opposition of eliminating the park ranger position.

MOVED/SECOND: Mayor Pro Tem Chavez/Mayor Stephens
MOTION: Approve staff recommendation.

SUBSTITUTE MOTION/SECOND: Council Member Marr/Council Member Reynolds
SUBSTITUTE MOTION: Continue the item to the June 16, 2026 City Council meeting and request staff to bring back an explanation on the vacancies, frozen positions, the 2% vacancy rate, and recommend an additional $2,000,000 in budget cuts.

Council Member Buley spoke in opposition to the substitute motion citing a preference to rely on staff's recommendation and revisiting the budget every three months.

SUBSTITUTE MOTION/SECOND: Council Member Marr/Council Member Reynolds
SUBSTITUTE MOTION: Continue the item to the June 16, 2026 City Council meeting and request staff to bring back an explanation on the vacancies, frozen positions, the 2% vacancy rate, and recommend an additional $2,000,000 in budget cuts.
The motion failed by the following roll call vote:
Ayes: Council Member Marr and Council Member Reynolds.
Nays: Council Member Buley, Council Member Gameros, Council Member Pettis, Mayor Pro Tem Chavez, and Mayor Stephens.
Absent: None.
Abstain: None.
Motion failed: 2-5

Mayor Pro Tem Chavez amended the original motion and added a review of the budget every three months.

Mayor Stephens (2nd) agreed to the change.

ORIGINAL MOTION/SECOND: Mayor Pro Tem Chavez/Mayor Stephens
ORIGINAL MOTION: Approve staff recommendation and review of the budget every three months.
The motion carried by the following roll call vote:
Ayes: Council Member Buley, Council Member Gameros, Council Member Pettis, Mayor Pro Tem Chavez, and Mayor Stephens.
Nays: Council Member Marr and Council Member Reynolds.
Absent: None.
Abstain: None.
Motion carried: 5-2

ACTION:
1. City Council approved Resolution 2026-25, adopting the Proposed Fiscal Year 2026-2027 Operating and Capital Improvement Program (CIP) Budget.

2. Approved Joint Resolution 2026-26 adopting the Housing Authority Budget including Economic and Community Development expenditures for Fiscal Year 2026-2027.

3. Authorized and approved staffing as follows: decrease of 1.0 FTE for Park Ranger as presented at the May 12, 2026, Study Session.

4. Approved Resolution 2026-27 establishing the Fiscal Year 2026-2027 Appropriations Limit for the City of Costa Mesa at $346,047,694, by using Orange County's growth for population adjustment, and the California per capita income growth for inflationary adjustment.

5. Approved the City of Costa Mesa's Revised Special Event Rates.

6. City Council complied with AB 481 Police Equipment Report and Resolution as follows:

    a. Received public comment on the 2026 Annual AB 481 Report.

    b. Approved Resolution 2026-28 renewing Ordinance No. 2022-03, the AB 481 Equipment Use Policy of the City of Costa Mesa, California, governing the use of police safety equipment.

7. Approved renaming of the Economic and Development Services Department to the Community Development Department and approved Resolution 2026-29, renaming the Economic and Development Services Director and updating benefits information for Executives.

8. Approved Resolution 2026-30 renaming the Assistant Development Services Director.

9. Received and filed the job vacancy status information required by AB 2561.

OLD BUSINESS: NONE.

ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS – NONE.

ADJOURNMENT – Mayor Stephens adjourned the meeting at 10:09 p.m.

DRAFT

Minutes adopted on this 16th day of June, 2026.

_____
John Stephens, Mayor

ATTEST:

_____
Brenda Green, City Clerk

DRAFT

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-303 **Meeting Date:** 6/16/2026

TITLE:

ACCEPTANCE OF THE LIONS PARK PROJECTS, CITY PROJECT NO. 17-03

DEPARTMENT:	**PUBLIC WORKS DEPARTMENT/GENERAL SERVICES DIVISION**
PRESENTED BY:	**RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**
CONTACT INFORMATION:	**PATRICK BAUER, DEPUTY PUBLIC WORKS DIRECTOR, (714) 754-5029**

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work as complete, performed by Tovey/Shultz Construction, Inc., 18261 Collier Avenue, Unit A, Lake Elsinore, CA 92530, for The Lions Park Projects, City Project No. 17-03, and authorize the City Clerk to file the Notice of Completion.

2. Authorize the City Manager to release the Labor and Material Bond seven (7) months after the filing date and release the Faithful Performance Bond at the conclusion of the one-year warranty period. Retention monies have been released pursuant to Public Contract Code section 7107(c).

BACKGROUND:

On July 18, 2017, a construction contract for $28,739,822 was awarded to Tovey/Shultz Construction, Inc. for The Lions Park Projects located at 1845 and 1855 Park Avenue.

The project site encompasses the Donald Dungan Library, the Norma Hertzog Community Center (NHCC), the Lions Park event lawn, and the area between the Costa Mesa Historical Society building and Anaheim Avenue.

The improvements to Lions Park include the demolition of the pre-existing Neighborhood Community Center (NCC); construction of a new, two story, 24,000 square foot (SF) LEED Gold Donald Dungan Library, and renovation of the pre-existing library to be repurposed as the new, 9,000 SF LEED Gold NHCC. Construction also included the new Lions Park event lawn, parking lot improvements, storm drain improvements, landscape and irrigation improvements, off-site street improvements to Park Avenue and Anaheim Avenue, and building signs and directional/wayfinding signs.

Additional improvements include $209,562.50 in a contract change order to implement the Community Center Capri Courtyard concrete, electrical, lighting, landscaping and irrigation improvements.

Additionally, on November 13, 2023, a change order in the amount of $1,929,805 was executed to include the construction of Café Mesa located at 1851 Park Avenue. Café Mesa provides 1,100 SF of operational space to a contracted vendor to provide concessions to parkgoers.

ANALYSIS:

The work required by the contract documents has been completed to the satisfaction of the City Engineer and the Deputy Public Works Director. The original contract cost plus the change orders to implement the NHCC Capri Courtyard and Café Mesa, a Purchase Order residual reduction of $20,798.47 prior to the execution of the Café Mesa change order, and miscellaneous quantity adjustments, amounted to a final contract cost of $30,757,588.75. A report of the final costs is included as Attachment 1.

A summary of the costs is as follows:

Total Revised Contract Cost:	$30,858,391.03
Final Quantity Adjustments:	($ 100,802.28)
Final Contract Cost:	$30,757,588.75

The final contract price reflects a 0.3% decrease to the total contract as a result of final quantity adjustments.

As of this date, there are no Stop Notices filed against the monies due to Tovey/Shultz Construction, Inc.

Donald Dungan Library

BEFORE

AFTER

Norma Hertzog Community Center

BEFORE

AFTER

Café Mesa

BEFORE

AFTER

ALTERNATIVES:

This item is administrative in nature and there are no alternatives to be considered.

FISCAL REVIEW:

The project was funded through appropriated Gas Tax Fund (Fund 201), Park Development Fees (Fund 208), Drainage Fees (Fund 209), Capital Improvement Funds (Fund 401), and the Lions Park Project 2017 Bond Fund (Fund 418).

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project worked towards achieving the following City Council goals:

- Strengthen the public's safety and improve the quality of life.
- Maintain and enhance the City's facilities, equipment and technology.

CONCLUSION:

Staff recommends the City Council:

1. Accept the work as complete performed by Tovey/Shultz Construction, Inc., 18261 Collier Avenue, Unit A, Lake Elsinore, CA 92530, for The Lions Park Projects, City Project No. 17-03, and authorize the City Clerk to file the Notice of Completion.

2. Authorize the City Manager to release the Labor and Material Bond seven (7) months after the filing date and release the Faithful Performance Bond at the conclusion of the one-year warranty period. Retention monies have been released pursuant to Public Contract Code section 7107(c).

ATTACHMENT 1
FINAL COST SUMMARY

Payment to: Tovey/Shultz Construction, Inc.
18261 Collier Ave., Unit A, Lake Elsinore, CA 92530

PROJECT: The Lions Park Projects
CITY PROJECT 17-03

P.O. No. 11718

ACCOUNT NUMBER						AMOUNT ENCUMBERED	TOTAL EARNED TO DATE	RETENTION	OTHER MONIES WITHHELD(*)	PREVIOUS PAYMENT	AMOUNT DUE THIS ESTIMATE
A	500000	201	19200	40112	800015	$ 820,000.00	$ 820,000.00		$0.00	$ 820,000.00	$0.00
B	500000	208	19200	40112	800015	$ 5,000,000.00	$ 5,000,000.00		$0.00	$ 5,000,000.00	$0.00
C	500000	209	19200	40112	800015	$ 350,000.00	$ 350,000.00		$0.00	$ 350,000.00	$0.00
D	500000	418	19200	40112	800015	$ 18,500,702.40	$ 18,500,702.40		$0.00	$ 18,500,702.40	$0.00
E	500000	401	19200	40112	800015	$ 4,257,883.63	$ 4,257,883.63		$0.00	$ 4,257,883.63	$0.00
F	500000	230	19200	40112	800032	$ 1,200,000.00	$ 1,200,000.00		$0.00	$ 1,200,000.00	$0.00
G	500000	401	19200	40112	800032	$ 729,805.00	$ 629,002.72		$0.00	$ 629,002.72	$0.00
A-Retention	210300	201						$0.00			$ -
B-Retention	210300	208						$0.00			$ -
C-Retention	210300	209						$0.00			$ -
D-Retention	210300	418						$0.00			$ -
E-Retention	210300	401						$0.00			$ -
F-Retention	210300	230						$0.00			$ -
G-Retention	210300	401						$0.00			$ -
					Total:	**$ 30,858,391.03**	**$ 30,757,588.75**	$0.00	**$0.00**	**$ 30,757,588.75**	**$0.00**

*Notes for other monies withheld and retention

RETENTION RELEASED IN PAYMENT NO. 44 FOR PHASES 1 AND 2
(A - E) PER PUBLIC CONTRACT CODE SECTION 7107 (C)

RETENTION RELEASED IN PAYMENT NO. 59 FOR PHASE 3
(F - G) PER PUBLIC CONTRACT CODE SECTION 7107 (C)

Retentions payable

Account	Previous Amount	This Estimate	Other Monies	Total
210300 Fund 201	$0.00	$ -	$0.00	$0.00
210300 Fund 208	$0.00	$ -	$0.00	$0.00
210300 Fund 209	$0.00	$ -	$0.00	$0.00
210300 Fund 418	$0.00	$ -	$0.00	$0.00
210300 Fund 401	$0.00	$ -	$0.00	$0.00
210300 Fund 230	$0.00	$ -	$0.00	$0.00
210300 Fund 401	$0.00	$ -	$0.00	$0.00
			Total:	**$0.00**

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-308 **Meeting Date:** 6/16/2026

TITLE:

FINAL MAP FOR TRACT NO. 19345 LOCATED AT 960 WEST 16TH STREET, COSTA MESA, CALIFORNIA

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: SEUNG YANG, P.E., CITY ENGINEER (714) 754-5335

RECOMMENDATION:

Staff recommend the City Council approve the final map for Tract No. 19345, located at 960 West 16th Street, and authorize the signing of the map by the City Engineer and the City Clerk.

BACKGROUND:

On February 10, 2025, the Planning Commission approved a Master Plan to construct thirty-eight (38) live-work residential condominium units with attached garages at 960 West 16th Street. In addition, the Planning Commission also approved the tentative map for Tract No. 19345 (Attachment 1), which consists of subdividing a property measuring 2.35-acres into one lot for condominium purposes per the Conditions of Approval (Attachment 2).

ANALYSIS:

The final tract map will subdivide a parcel shown on the map filed in Book 101, Pages 26 and 27 of Miscellaneous Maps, in the office of the Orange County Clerk-Recorder. Moreover, the final tract map is in substantial conformance with the tentative tract map approved by the Planning Commission on February 10, 2025, and has been checked and found to be technically correct.

The final tract map includes the dedication of an easement for ingress and egress for emergency and public security vehicle purposes, including the release and relinquishment of access rights to West 16th Street except at approved access locations to be accepted by the City.

ALTERNATIVES:

This item is administrative in nature, and therefore, no alternatives were considered.

FISCAL REVIEW:

There is no fiscal impact to the City for the approval of the recommended action. All tract map filing fees have been paid.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project supports the following City Council goal:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs

CONCLUSION:

Staff recommend the City Council approve the final map for Tract No. 19345, located at 960 West 16th Street, and authorize the signing of the map by the City Engineer and the City Clerk.

SHEET 1 OF 5 SHEETS
NUMBER OF LOTS: 1 NUMBERED
AREA: 2.349 ACRES
DATE OF SURVEY: JUNE 2024
ALL OF TENTATIVE TRACT NO. 19345

TRACT NO. 19345

IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 2, AS SHOWN ON A MAP FILED IN BOOK 101, PAGES 26 AND 27 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

DANE P. MCDOUGALL
L.S. 9297

C&V CONSULTING, INC.

DATE OF SURVEY:
JUNE 2024

ACCEPTED AND FILED
AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY

DATE _____

TIME _____ FEE $ _____

INSTRUMENT NO. _____

BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK–RECORDER

BY _____
DEPUTY

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF COSTA MESA AN INGRESS AND EGRESS EASEMENT FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES, AS SHOWN ON SAID MAP.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF COSTA MESA ALL VEHICULAR ACCESS RIGHTS TO 16TH STREET, EXCEPT AT APPROVED ACCESS LOCATIONS.

MRP HTMHCB, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

BENEFICIARY

COSTA MESA 38 DEVELOPMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY, BENEFICIARY UNDER A DEED OF TRUST RECORDED OCTOBER 3, 2025 AS INSTRUMENT NO. 2025000272505 OF OFFICIAL RECORDS.

BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

OPTIONEE

TAYLOR MORRISON OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OPTIONEE UNDER A MEMORANDUM OF OPTION AGREEMENT RECORDED OCTOBER 3, 2025 AS INSTRUMENT NO. 2025000272506 OF OFFICIAL RECORDS.

BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

NOTARY ACKNOWLEDGEMENTS

SEE SHEET 2

CONDOMINIUM NOTE

THIS SUBDIVISION IS A CONDOMINIUM PROJECT AS DEFINED IN SECTION 4125 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, CONTAINING A MAXIMUM NUMBER OF 38 DWELLING UNITS AND IS FILED PURSUANT TO THE SUBDIVISION MAP ACT.

SIGNATURE OMISSION

THE SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR EITHER OR BOTH UNDERGROUND LINES, CONDUITS AND INCIDENTAL PURPOSES, PER DOCUMENT RECORDED MARCH 2, 1982 AS INSTRUMENT NO. 1982–72217 OF OFFICIAL RECORDS, HAS BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE GOVERNING BODY.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF COSTA MESA 38 DEVELOPMENT LLC IN JUNE 2024. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER COMPLETION OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS 9th DAY OF January, 2026.

DANE P. MCDOUGALL
L.S. 9297

PROFESSIONAL LAND SURVEYOR · DANE P. MCDOUGALL · L.S. 9297 · STATE OF CALIFORNIA

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, _____.

BY: LILY M. N. SANDBERG, COUNTY SURVEYOR
P.L.S. 8402

PROFESSIONAL LAND SURVEYOR · LILY M. N. SANDBERG · No. 8402 · STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY COUNCIL; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, _____.

SEUNG W. YANG, R.C.E. 66786
CITY ENGINEER OF THE CITY OF COSTA MESA
EXPIRATION DATE" 09/30/2026

REGISTERED PROFESSIONAL ENGINEER · SEUNG W. YANG · NO. 66786 · CIVIL · STATE OF CALIFORNIA

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS
CITY OF COSTA MESA }

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF COSTA MESA AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2026, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

AND DID ACCEPT ON BEHALF OF THE CITY OF COSTA MESA:

THE INGRESS AND EGRESS EASEMENT FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES, AS DEDICATED.

ALL VEHICULAR ACCESS RIGHTS TO 16TH STREET AS RELEASED AND RELINQUISHED.

WE ALSO HEREBY ABANDON, PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, A PORTION OF A PERMANENT EASEMENT TO OVERFLOW AND FLOOD DESCRIBED LAND WITH FLOOD AND STORM DRAIN WATERS FROM NEWHALL STREET, PER DOCUMENT RECORDED MAY 9, 1962 IN BOOK 6102, PAGE 658 OF OFFICIAL RECORDS, NOT SHOWN ON THIS MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, _____.

BRENDA GREEN, CITY CLERK,
OF THE CITY COUNCIL
OF THE CITY OF COSTA MESA

COUNTY TREASURER–TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, _____.

SHARI L. FREIDENRICH _____ BY: _____
COUNTY TREASURER–TAX COLLECTOR TREASURER – TAX COLLECTOR

SHEET 2 OF 5 SHEETS
NUMBER OF LOTS: 1 NUMBERED
AREA: 2.349 ACRES
DATE OF SURVEY: JUNE 2024
ALL OF TENTATIVE TRACT NO. 19345

TRACT NO. 19345

IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

DANE P. MCDOUGALL
L.S. 9297

C&V CONSULTING, INC.

DATE OF SURVEY:
JUNE 2024

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____,

NOTARY PUBLIC, PERSONALLY APPEARED _____

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____

NAME PRINTED _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____,

NOTARY PUBLIC, PERSONALLY APPEARED _____

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____

NAME PRINTED _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____,

NOTARY PUBLIC, PERSONALLY APPEARED _____

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____

NAME PRINTED _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____,

NOTARY PUBLIC, PERSONALLY APPEARED _____

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____

NAME PRINTED _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION EXPIRES _____

SHEET 3 OF 5 SHEETS
NUMBER OF LOTS: 1 NUMBERED
AREA: 2.349 ACRES
DATE OF SURVEY: JUNE 2024
ALL OF TENTATIVE TRACT NO. 19345

TRACT NO. 19345

IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

DANE P. MCDOUGALL
L.S. 9297

C&V CONSULTING, INC.

DATE OF SURVEY:
JUNE 2024

SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 5 FOR EASEMENT DETAIL.

MONUMENT NOTES

(1) FOUND GEAR SPIKE AND WASHER STAMPED "LS 7725" PER R3, FLUSH. ACCEPTED AS THE INTERSECTION OF THE CENTERLINE OF WHITTIER AVENUE WITH THE WESTERLY PROLONGATION OF THE NORTH LINE OF R2.

(2) POINT LANDS ON MANHOLE. ESTABLISHED FROM THE INTERSECTION OF 4 TANGENT OVER 3.00' STRADDLER TIES, 1 MAG AND WASHER STAMPED "LS 5411" AND 3 GEAR SPIKE AND WASHERS STAMPED "LS 7725" PER R3, FLUSH. ACCEPTED AS THE CENTERLINE INTERSECTION OF NEWHALL STREET AND MONROVIA AVENUE. SEE DETAIL "A" HEREON.

(3) POINT LANDS ON MANHOLE. ESTABLISHED THE CENTERLINE INTERSECTION OF 16TH STREET AND MONROVIA AVENUE BY TIES PER C.R. 2013–2677. SEE DETAIL "B" HEREON.

(4) FOUND BOAT SPIKE AND WASHER STAMPED "RCE 23927" PER R4, DOWN 0.2'. HELD FOR LINE ONLY, OFF S00°19'13"W 0.08' FROM CENTERLINE OF 16TH STREET.

(5) FOUND GEAR SPIKE AND WASHER STAMPED "LS 7725" PER R2, FLUSH.

(6) FOUND GEAR SPIKE AND WASHER STAMPED "LS 7725" PER R2, FLUSH. DID NOT ACCEPT AS POINT ON THE SOUTHERLY PROLONGATION OF THE EAST LINE OF R2, OFF N74°17'01"E 0.10' FROM POSITION AS ESTABLISHED PER ⟨B⟩.

(7) FOUND GEAR SPIKE AND WASHER STAMPED "LS 7725" PER R3, FLUSH. ACCEPTED AS A POINT OFFSET 0.50' ALONG THE WESTERLY PROLONGATION OF THE CENTERLINE OF 16TH STREET FROM THE WESTERLY TERMINUS OF THE CENTERLINE OF 16TH STREET PER R3.

(8) FOUND OPEN 2" IRON PIPE UNDER SIDEWALK PER R2, DOWN 0.8'.

(9) FOUND LEAD, TACK AND TAG "LS 7725" ON TOP OF CURB OFFSET 2.00' ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF PARCEL 2 OF R1, PER R3.

(10) FOUND NAIL AND TAG "LS 7725" ON TOP OF WALL PER R2.

(11) FOUND 2" IRON PIPE WITH NAIL AND TAG, ILLEGIBLE, DOWN 1.0', NO REFERENCE, S20°15'04"W 0.18' FROM THE SOUTHEAST CORNER OF PARCEL 2 OF R1.

● FOUND MONUMENT AS NOTED.

▲ OCS CONTINUOUS GPS STATION (CGPS).

○ 2" IRON PIPE TAGGED "LS 9297", FLUSH; OR LEAD, TACK, AND TAG "LS 9297", FLUSH; OR SPIKE AND WASHER STAMPED "MCDOUGALL LS 9297", FLUSH, IN ASPHALT; OR NAIL AND TAG "LS 9297" ON TOP OF WALL, TO BE SET.

ESTABLISHMENT NOTES

⟨A⟩ SEARCHED, FOUND NOTHING. ESTABLISHED BY PROPORTIONATE MEASUREMENT PER R5.

⟨B⟩ ESTABLISHED BY HOLDING R1 RECORD DISTANCE OF 132.00' FROM (5) PER R2.

⟨C⟩ ESTABLISHED BY INTERSECTION. THE PROLONGATION OF THE NORTH LINE OF LOT 1012 OF R5 WESTERLY TO THE WEST LINE OF R2.

⟨D⟩ SEARCHED, FOUND NOTHING. ESTABLISHED BY HOLDING THE RECORD DISTANCE OF 126.00' PER R1, EASTERLY FROM THE NORTHWEST CORNER OF LOT 1012 OF R5.

EASEMENT NOTES

[A] INDICATES AN INGRESS AND EGRESS EASEMENT FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES DEDICATED HEREON TO THE CITY OF COSTA MESA.

[B] INDICATES AN EASEMENT FOR EITHER OR BOTH UNDERGROUND LINES, CONDUITS AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER DOCUMENT RECORDED MARCH 2, 1982 AS INSTRUMENT NO. 1982–72217 OF OFFICIAL RECORDS.

SURVEYOR'S NOTE

⟨A⟩ ALL VEHICULAR ACCESS RIGHTS DEDICATED HEREON TO THE CITY OF COSTA MESA, EXCEPT AT APPROVED ACCESS LOCATIONS.

DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83, (2017.50 EPOCH OCS GPS ADJUSTMENT).

DISTANCES SHOWN HEREON ARE GROUND. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY 0.9999681573. (COMBINATION FACTOR WAS CALCULATED AT NORTHING 2177902.12 AND EASTING 6047314.50).

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE VI, NAD 83, (2017.50 EPOCH OCS GPS ADJUSTMENT), AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "FVPK" AND "TRAK" BEING NORTH 67°14'53.4" WEST AS DERIVED FROM GEODETIC VALUES PUBLISHED AND ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

SURVEYOR'S BOUNDARY NOTE

THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.

REFERENCES

R1 – P.M.B. 101/26–27.

R2 – TRACT NO. 17747, M.M 940/9–19.

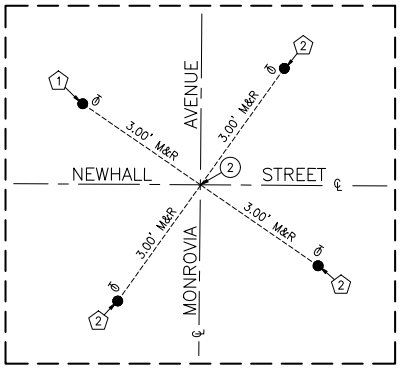
R3 – CERTIFICATE OF CORRECTION FOR TRACT NO. 17747, RECORDED JANUARY 9, 2019 AS INSTRUMENT NO. 2019000007423 OF OFFICIAL RECORDS.

R4 – TRACT NO. 11547, M.M 511/46–47.

R5 – NEWPORT MESA TRACT, M.M. 5/1.

( ) – INDICATES RECORD OR CALCULATED DATA PER NOTED REFERENCE.

M&R – INDICATES MEASURED AND RECORD DATA PER NOTED REFERENCE.



DETAIL "A"
N.T.S.

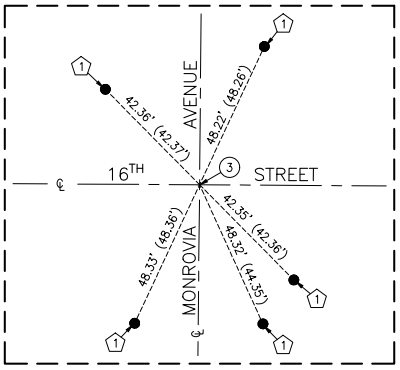
DETAIL "A" TIE NOTES

(1) FOUND PK NAIL AND WASHER STAMPED "LS 5411" PER C.R. 2004–0172 AND R3, FLUSH.

(2) FOUND GEAR SPIKE AND WASHER STAMPED "LS 7725" PER R3, FLUSH.

M&R RECORD DATA PER C.R. 2004–0172 AND R3.

TANGENT OVER TIE.



DETAIL "B"
N.T.S.

DETAIL "B" TIE NOTES

(1) FOUND LEAD, TACK, AND TAG STAMPED "LS 4212" PER C.R. 2013–2677.

( ) INDICATES RECORD DATA PER C.R. 2013–2677.

SHEET 4 OF 5 SHEETS
NUMBER OF LOTS: 1 NUMBERED
AREA: 2.349 ACRES
DATE OF SURVEY: JUNE 2024
ALL OF TENTATIVE TRACT NO. 19345

TRACT NO. 19345

IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

DANE P. MCDOUGALL
L.S. 9297

C&V CONSULTING, INC.

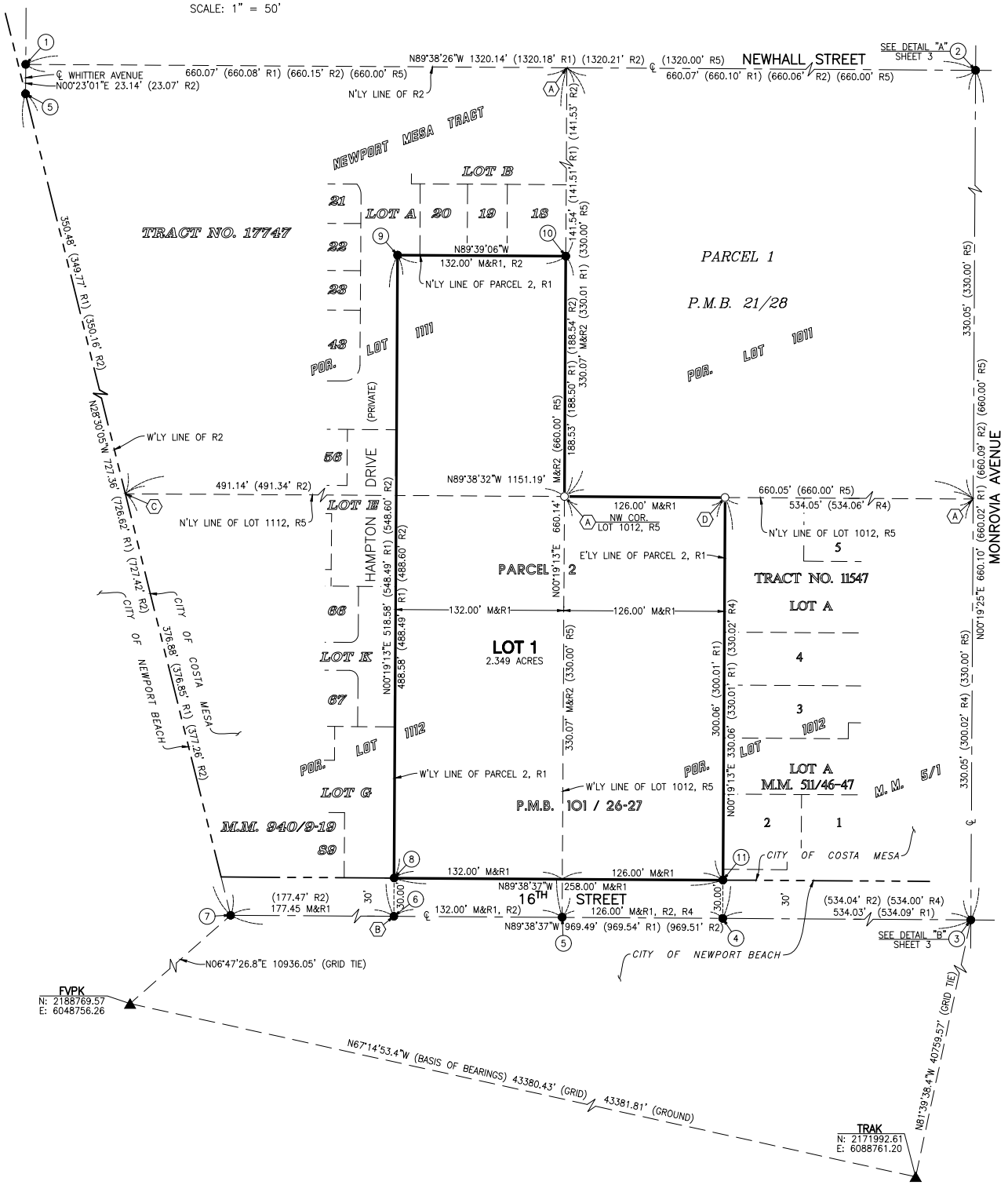
DATE OF SURVEY:
JUNE 2024

SEE SHEET 3 FOR MONUMENT NOTES, ESTABLISHMENT NOTES, EASEMENT NOTES, SURVEYOR'S NOTE, DATUM STATEMENT, BASIS OF BEARINGS, SURVEYOR'S BOUNDARY NOTE, AND REFERENCES.

SEE SHEET 5 FOR EASEMENT DETAIL.

SCALE: 1" = 50'

BOUNDARY ESTABLISHMENT



SHEET 5 OF 5 SHEETS
NUMBER OF LOTS: 1 NUMBERED
AREA: 2.349 ACRES
DATE OF SURVEY: JUNE 2024
ALL OF TENTATIVE TRACT NO. 19345

TRACT NO. 19345

IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

DANE P. MCDOUGALL
L.S. 9297

C&V CONSULTING, INC.

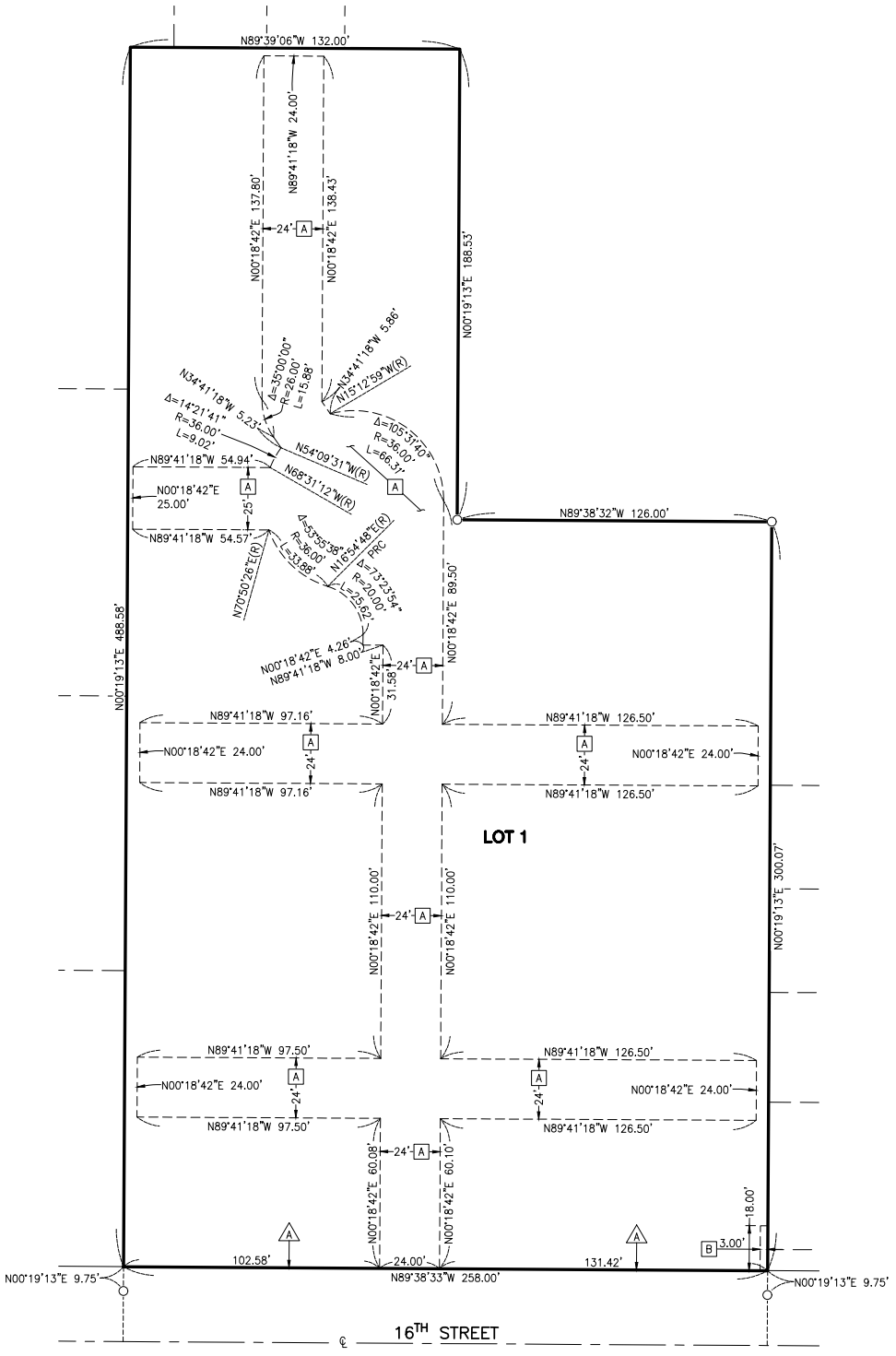
DATE OF SURVEY:
JUNE 2024

SEE SHEET 3 FOR MONUMENT NOTES, ESTABLISHMENT NOTES, EASEMENT NOTES, SURVEYOR'S NOTE, DATUM STATEMENT, BASIS OF BEARINGS, SURVEYOR'S BOUNDARY NOTE, AND REFERENCES.

SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT.

SCALE: 1" = 30'

EASEMENT DETAIL



CITY OF COSTA MESA

CALIFORNIA 92628-1200 P.O. BOX 1200

PUBLIC WORKS DEPARTMENT – ENGINEERING DIVISION

February 5, 2025

Costa Mesa Planning Commission
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

SUBJECT: Vesting Tentative Tract No. 19345
LOCATION: 960 West 16th Street

Dear Commissioners:

Vesting Tentative Tract Map No. 19345 as furnished by the Planning Division for review by the Public Works Department consists of subdividing one lot into one numbered lot for condominium purposes. Vesting Tentative Tract Map No. 19345 meets with the approval of the Public Works Department, subject to the following conditions:

1. The Tract shall be developed in full compliance with the State of California Subdivision Map Act and the City of Costa Mesa Municipal Code (C.C.M.M.C.), except as authorized by the Costa Mesa City Council and/or Planning Commission. The attention of the Subdivider and his engineer is directed to Section 13-208 through 13-261 inclusive, of the Municipal Code.

2. The Subdivider shall conduct soil investigations and provide the results to the City of Costa Mesa Engineering and Building Divisions pursuant to Ordinance 97-11.

3. Copy of the Final Tract Map shall be submitted to the Engineering Division for checking. Map check fee shall be paid per C.C.M.M.C. Section 13-231.

4. A current copy of the title search shall be submitted to the Engineering Division with the first submittal of the Final Tract Map.

5. Dedicate an ingress/egress easement to the City for emergency and public security vehicles purposes only. Maintenance of easement shall be the sole responsibility of a Homeowners Association formed to conform to Section 13-41 (e) of the C.C.M.M.C.

6. Vehicular and pedestrian access rights to West 16th Street shall be released and relinquished to the City of Costa Mesa except at approved access locations.

7. Dedicate easements as needed for public utilities.

8. Prior to recordation of a Final Tract Map, the surveyor/engineer preparing the map shall tie the boundary of the map into the Horizontal Control System established by the County Surveyor in a manner described in Subarticle 12, Section 7-9-337 of the Orange County Subdivision Code.

9. Prior to recordation of a Final Tract Map, the surveyor/engineer preparing the map shall submit to the County Surveyor a digital-graphics file of said map in a manner described in Subarticle 12, Section 7-9-337 of the Orange County Subdivision Code.

10. Survey monuments shall be preserved and referenced before construction and replaced after construction, pursuant to Section 8771 of the Business and Profession Code.

11. The elevations shown on all plans shall be based on the County of Orange Benchmark Datum.

12. Prior to recordation of a Final Tract Map, submit required cash deposit or surety bond to guarantee monumentation. The deposit amount shall be determined by the City Engineer.

13. Prior to occupancy on the Tract, the surveyor/engineer shall submit to the City Engineer a Digital Graphic File, a reproducible mylar of the recorded Tract Map and nine copies of the recorded Tract Map.

14. Fulfill City of Costa Mesa Drainage Ordinance No. 06-19 requirements prior to approval of Final Tract Map

15. The Subdivider's engineers shall furnish the Engineering Division a hydrology/hydraulics study to the City of Costa Mesa and City of Newport Beach showing existing and proposed facilities and the method of draining this area and tributary areas without exceeding the capacity of any street or drainage facility on-site or off-site. This study to be furnished with the first submittal of the Final Tract Map.

16. In order to comply with the latest Drainage Area Management Plan (DAMP), the proposed Project shall prepare a Water Quality Management Plan (WQMP) conforming to the Current National Pollution Discharge Elimination System (NPDES) and the Model WQMP, prepared by a Licensed Civil Engineer, which shall be submitted to the City of Costa Mesa and City of Newport Beach Engineering Divisions for review and approval.
    - A WQMP (Priority) shall be maintained and updated as needed to satisfy the requirements of the adopted NPDES program. The plan shall ensure that the existing water quality measures for all improved phases of the project are adhered to.
    - Location of BMPs shall not be within the public right-of-way.

17. Ownership and maintenance of the private on-site drainage facilities, BMPs, parkway culverts and other common areas shall be transferred by the owner to the Homeowners Association to be formed pursuant to the C.C.M.M.C. Section 13-41 (e) and said association shall indemnify and hold harmless the City of Costa Mesa and City of Newport Beach for any liability arising out of or in any way associated with the connection of the private drainage system with the City's drainage system and shall execute and deliver to the City of Costa Mesa and City of Newport Beach the standard (indemnity) Hold Harmless Agreement required for such conditions prior to issuance of permits.

18. All sewer improvements shall meet the approval of the Costa Mesa Sanitary District; call (949) 631-1731 for information.

19. All water system improvements shall meet the approval of Mesa Water District; call (949) 631-1200 for information.

20. Submit for approval to the City of Costa Mesa and City of Newport Beach, Engineering Divisions, Street Improvement and Storm Drain Plans, that show Sewer and Water Improvements, prepared by a Civil Engineer, and fully improve West 16th Street to its ultimate width per City of Newport Beach Standards.

Sincerely,

S. Yang

Seung Yang, P.E.
City Engineer

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-312 **Meeting Date:** 6/16/2026

TITLE:

AGREEMENT FOR HVAC MAINTENANCE AND REPAIRS WITH SIEMENS INDUSTRY, INC.

DEPARTMENT: **PUBLIC WORKS DEPARTMENT/GENERAL SERVICES DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: **PATRICK BAUER, DEPUTY PUBLIC WORKS DIRECTOR (714) 754-5029**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Maintenance Services Agreement (MSA) to Siemens Industry, Inc. (Siemens), 6141 Katella Avenue, Cypress, CA 90630, in an amount ranging from $259,817 to $309,441 annually, for a not-to-exceed total of $1,152,678 over the four-year period for Heating, Ventilation, and Air Conditioning (HVAC) maintenance and repair services for City Hall and the Police Department facilities based on pricing from Sourcewell Contract #080824-SIE.

2. Authorize a ten percent (10%) contingency annually for emergency response, special events, and other unforeseen repair costs.

3. Approve and authorize the City Manager and the City Clerk to execute a Maintenance Services Agreement (MSA) with Siemens Industry, Inc. (Siemens), 6141 Katella Avenue, Cypress, CA 90630 from July 1, 2026, through June 30, 2030, in substantially the final form as approved by the City Attorney.

BACKGROUND:

City Hall and the Police Department (PD) facilities both utilize Siemens proprietary HVAC controls, the Siemens Building Automation System. The mixture of outdated (City Hall) and advanced (PD) Building Automation Systems requires a higher level of expertise and technical ability than the standard HVAC systems. In addition, the packaged chiller systems in both facilities also require specialized expertise and technical ability that Siemens provides.

ANALYSIS:

The City's current MSA for HVAC maintenance and repair services with Siemens expires June 30, 2026. Staff have identified Sourcewell Contract #080824-SIE (Attachment 1) and determined that utilizing the agreement would benefit the City. The Public Works Department sent Siemens a Request for Proposal (RFP) for HVAC maintenance and repair services for the City Hall and PD

facilities. The proposed MSA will provide much-needed repair services for these buildings. The scope of work provides repair services, both parts and labor, to the City's HVAC equipment system.

A summary of the total cost of $1,152,678 for each year is as follows:

Year	Term	Annual Amount
1	July 1, 2026 - June 30, 2027	$259,817.00
2	July 1, 2027 - June 30, 2028	$275,406.00
3	July 1, 2028 - June 30, 2029	$308,014.00
4	July 1, 2029 - June 30, 2030	$309,441.00

Siemens is offering the pricing through its Sourcewell contract, which meets all requirements set forth in the City of Costa Mesa's Purchasing Policy and by the State of California regarding regional cooperative purchasing agreements. Sourcewell established an approved vendor list following a nationwide competitive bid process. This ensures that the City receives the lowest available price and meets the competitive bid process requirements. The City has utilized cooperative agreements successfully in the past.

ALTERNATIVES:

The City Council could choose to evaluate the cost effectiveness of managing this work with in-house staff. However, this is not recommended as the nature of the work is beyond staff capabilities.

Another alternative is to not use the Cooperative Agreement and go through a procurement process. This will require staff to initiate a formal bidding process, which will take significantly more time to complete, and may not result in lower prices than the proposed Sourcewell pricing.

FISCAL REVIEW:

Funding for Year 1 of the HVAC maintenance and repair services agreement, inclusive of a 10% contingency, totaling the amount of $285,799, is included in the Adopted FY 2026-27 Public Works Department operating budget in the General Fund (Fund 101). Funding for future fiscal years will be included as part of the respective budget year.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report, prepared the MSA (Attachment 2), and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council goals:

- Strengthen Public Safety and Keep the Community Safe.
- Maintain and Enhance the City's Infrastructure, Facilities, Equipment, and Technology.

CONCLUSION:

Staff recommends the City Council:

1. Award a Maintenance Services Agreement (MSA) to Siemens Industry, Inc. (Siemens), 6141 Katella Avenue, Cypress, CA 90630, in an amount ranging from $259,817 to $309,441 annually, for a not-to-exceed total of $1,152,678 over the four-year period for Heating, Ventilation, and Air Conditioning (HVAC) maintenance and repair services for City Hall and the Police Department facilities based on pricing from Sourcewell Contract #080824-SIE.

2. Authorize a ten percent (10%) contingency annually for emergency response, special events, and other unforeseen repair costs.

3. Approve and authorize the City Manager and the City Clerk to execute a Maintenance Services Agreement (MSA) with Siemens Industry, Inc. (Siemens), 6141 Katella Avenue, Cypress, CA 90630 from July 1, 2026, through June 30, 2030, in substantially the final form as approved by the City Attorney.

SIEMENS

PROPOSAL
Costa Mesa SA 2026-2030

PREPARED BY
Siemens Industry, Inc. ("Siemens")

PREPARED FOR
CITY OF COSTA MESA

DELIVERED ON
May 11, 2026

SMART BUILDINGS

Transforming the Everyday

SIEMENS

Table of Contents

INTRODUCTION 1
- Proposal Information 1
- Contact Information 3

CUSTOMER OVERVIEW 5
- Executive Summary 5
- Siemens Capabilities & Customer Commitment 6

SERVICE SOLUTION 7
- Building Services – Automation 7
- Emergency Response Times – Automation 9
- Building Services – Mechanical 10
- Emergency Response Times – Mechanical 14
- Equipment Inventory 15
- Exclusions and Clarifications 28

SERVICE IMPLEMENTATION PLAN 29
- Connectivity and Communications 29
- Service Agreement Contract Characteristics 30
- Equipment Related Services 31
- General Services 51
- Service Team 52

TERMS OF SALE 53
- Siemens Terms of Sale (STS) 53
- Agreement Terms for Investments 54

SIGNATURE PAGE 56
- Signature Page 56

APPENDICES 57
- Siemens Service Portfolio 57

SIEMENS

Contact Information

Proposal #:	10550946
Date:	May 11, 2026

Sales Executive:	Kris Gilmour
Branch Address:	6141 Katella Ave. Cypress, CA, CA 90630
Telephone:	(657)-465-1813
Email Address:	kris.gilmour@siemens.com

Customer Contact:	Tung Vo
Customer:	CITY OF COSTA MESA
Address:	77 FAIR DR
	COSTA MESA CA 92626-6520
Services shall be provided at:	CITY OF COSTA MESA
	77 FAIR DR COSTA MESA CA 92626-6520

Sourcewell Account: City of Costa Mesa

Account # 2173

Sourcewell Contract #080824-SIE

50bffc94-ea77-4284-822b-ae5400af53a2

Executive Summary

Customer Needs

The Services proposed in this agreement are specifically designed for CITY OF COSTA MESA, and the services provided herein will help you in achieving your facility goals.

Services Included

Siemens will provide the following services.

Service Description

- Customer Directed Support
- Customer Directed Support
- Annual Inspection
- Operational Inspection
- Condenser Tube Cleaning (water)
- Vibration Analysis
- Eddy Current Analysis
- User Defined Equipment Independent Service
- Air Filter Service
- Belt Service
- Coil Cleaning - Condenser (Refrig)
- Cooling Tower Cleaning
- Combustion Analysis
- Apogee System
- Apogee System
- Apogee P2
- Insight Workstation
- Control Loop Tuning
- Apogee System

Siemens Capabilities & Customer Commitment

Siemens Industry, Inc. is a leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. Siemens is a financially strong global organization with a Branch network that delivers personalized service and support to customers in multiple industries and locations.

References are available upon request.

Building Services – Automation

Services that deliver the outcomes you want to achieve

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Network Health

Optimize the health of the network infrastructure by analyzing network traffic and resolving performance issues.

Network Maintenance Report

Network Maintenance: Using a combination of proprietary diagnostic technologies, digital meters, and network analysis software, Siemens will analyze, optimize and report on the performance of the customer's systems networks a specified number of times per year. Proper network performance helps to ensure the proper speed of communication and accuracy of control, alarming, and reporting across the facility. Using network diagnostic tools, our proactive evaluation of the data network includes an analysis of bandwidth, disturbances, network traffic, communication over the network, and overall operation. The number of networks to be analyzed and the frequency of the service are documented in the List of Equipment Related Services.

Additional Services

Control Loop Tuning

Control loops drift out of calibration with changes in mechanical efficiency, building use, and climatic conditions. Through this service Siemens will ensure control loops for devices such as valves, dampers, actuators, etc., experience minimized overshooting and oscillatory behavior. The control loops to be included as part of this service are itemized in the List of Equipment Related Services in this service agreement.

Preventive Maintenance – Automation (12 Days are included)

We will provide preventive maintenance in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and/or devices included under this service are identified in the List of Equipment Related Services in this service agreement.
Automation controls can drift out of calibration with changes in HVAC component performance characteristics, building use, and climatic conditions. This service will extend equipment life, reduce energy consumption, and reduce the risk of costly and disruptive breakdowns.

Software Maintenance

Using appropriate tools from Siemens' suite of diagnostic tools, we periodically perform system diagnostics and then take corrective actions to ensure that the Building Automation System is performing at peak efficiency or to customer requirements. We make sure that software changes are clear and consistent, address any failed points, points in alarm, points in operator priority and take corrective action. We identify

and correct software corruption and inconsistencies; eliminate duplicate points, redundant loops and causes of unnecessary traffic; and address unresolved points and alarm reporting problems. This will ensure that the system operates quickly, accurately and efficiently as originally designed and installed or as determined by current standards or requirements.

Customer Directed Support (20 hours are included)

With Customer Directed Support, Siemens will provide a trained and experienced specialist or technician who will work under your direction. The intent of this service is to offer you labor assistance in completing a special project, or to meet a facility objective. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this service agreement.

Emergency Response Times – Automation

Emergency Online/Phone Response

Billable Service

Online system and software troubleshooting and diagnostics and phone support will not be provided under the coverage of this agreement. Siemens will respond to your request for emergency on-line/phone support, Mon-Fri 8:00AM-5:00PM, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Billable Service

Emergency Onsite Response is not included within the coverage of this agreement. Siemens will respond to your request for emergency on-site service as soon as staff is available. An emergency is determined by your staff and Siemens. All service performed will be provided as a billable service. Siemens will respond to your request for emergency onsite support, Mon-Fri 8:00AM-5:00PM, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service.

Building Services – Mechanical

Services that deliver the outcomes you want to achieve.

Services delivered by Siemens have been developed to help you achieve the outcomes you expect.

Air Filter Service

Through this service Siemens will maintain indoor air quality by changing filters and minimizing dust and particles from collecting in the ductwork. This service also helps ensure proper flow through cooling and heating coils thus helping to prevent restrictions in airflow and provide better heat transfer, leading to better system performance and energy efficiency. The air handling equipment in which this air filter service is included is identified in the Mechanical Equipment List. Any filters that require replacement on a frequency other than the scheduled operational or annual service visits will be specifically identified immediately following this paragraph. In the event the air filter service or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for your approval to adjust the frequencies and any associated price.

Annual Inspection

Siemens will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by our experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, and provide you with possible indications of excessive wear and damage to your systems before a catastrophic failure occurs. Depending on our findings we will also provide recommendations for additional service(s) that will help to better enhance equipment performance and / or report any other deficiencies that are not corrected within the scope of this agreement. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement.

Belt Service

Siemens will provide necessary labor and material to change the belt(s) on the listed equipment. The belts will be changed during annual or seasonal inspections once per year

Coil Cleaning - Condenser (Refrigeration)

Through this service Siemens will improve airflow across condenser coils and improve heat transfer. This service will help to extend the life of the compressors and improve efficiency. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, or dirt buildup by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash at our discretion based on the condition of the outside environment and coil accessibility. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement. Any Coils that require cleaning on a frequency other than the scheduled operational or annual service visits will be specifically identified immediately following this paragraph.

Condenser Tube Cleaning

Siemens will provide necessary labor and material to remove the condenser head and manually clean the condenser tubes with the appropriate cleaning equipment and replace the condenser head when cleaning is completed. This is done to maximize heat transfer which should result in efficiently operating equipment. The condenser tubes will be cleaned during normal hours at a time that is mutually agreeable between your staff and Siemens. Acid washing to remove excessive scale build up due to poor water treatment is not included with this service.

Cooling Tower Cleaning

Siemens will drain, clean and remove normal debris from the cooling tower basins and distribution pans. This provides for even water flow and reduces the likelihood that debris will enter the condenser water system that could block chiller condenser tubes and restrict condenser flow, thus helping to prevent nuisance chiller shutdowns and poor system energy efficiency. The cooling towers included under this service are itemized in the Mechanical Equipment List in this service agreement.

Operating Inspection

Through this service Siemens will help to ensure mechanical equipment continues to operate efficiently, safely and with minimal operating disruptions during the operating season. We will provide routine operating inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is itemized in the Mechanical Equipment List in this service agreement.

Combustion Analysis

Siemens will utilize electronic flue gas analysis to perform combustion analysis, whereby we adjust the burner controls and linkages as required for efficiency and pollution control. If existing equipment cannot meet current pollution requirements, we will make recommendations for system improvements. The boilers included under this service are itemized in the Mechanical Equipment List in this service agreement.

Customer Directed Support

With Customer Directed Support, Siemens will provide a trained and experienced mechanic who will work under your direction. The intent of this service is to offer the labor assistance necessary to complete a special project, or to meet a facility objectives. Specific job responsibilities, goals, work hours and other associated deliverables of this service are listed in the Appendix section of this service agreement.

Eddy Current Testing

Eddy Current Testing helps to ensure heat exchanger tubes are within manufacturer's specifications and tubes are free of defects, thus helping to prevent costly waterside failures. After completion of each test, Siemens shall interpret the results and provide you with a written report including recommendations for corrective action(s). The following systems are covered in the Agreement for chillers itemized in the Mechanical Equipment List:

- Chiller Condenser tubes (once every 2 years)

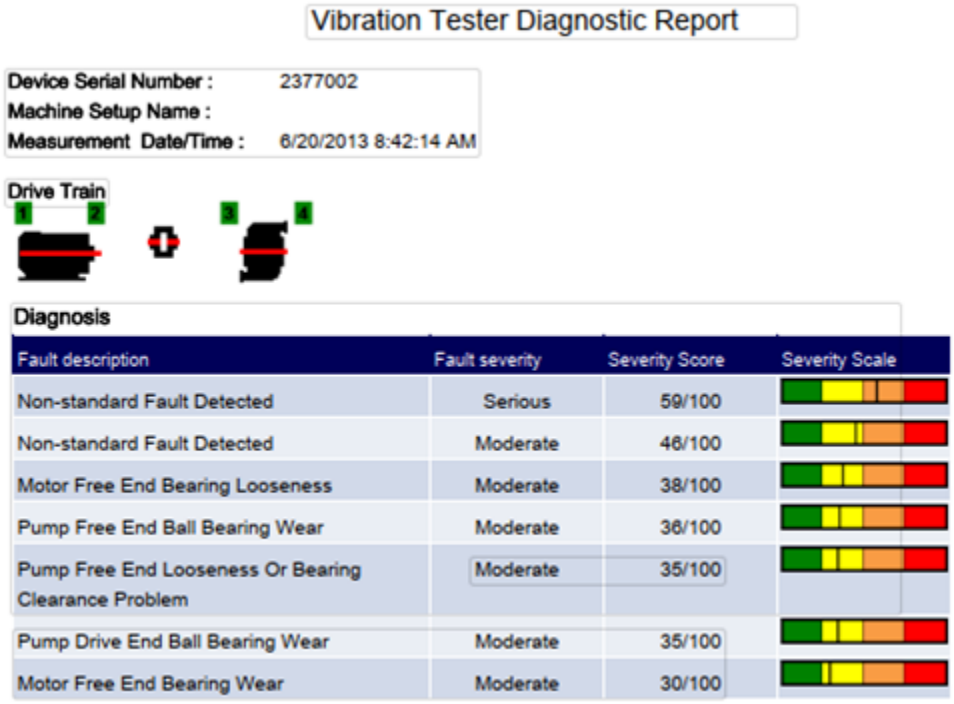
Vibration Analysis

Many motor and driven component failures are directly related to mechanical failure. Vibration analysis can help you uncover mechanical issues well in advance of a failure and before motors are permanently damaged. As mechanical components begin to wear improperly, equipment begins to vibrate. By analyzing the signature of this vibration, the severity of the issues can be determined as well as the likely cause of the problem. The system combines a powerful diagnostic engine with a straightforward data collection process to analyze and report on specific machine faults and their severity. It provides quantifiable proof of equipment condition that drives budget and investment decisions to repair or replace machinery.

The early detection of mechanical issues can help increase uptime and reduce the overall cost of repairs by identifying issues before they cause major damage. When an issue is identified, plans can be implemented to repair and minimize business interruptions.

Services performed on:

- Pumps
- Air Handler Motors



Vibration Tester Diagnostic Report

Device Serial Number : 2377002
Machine Setup Name :
Measurement Date/Time : 6/20/2013 8:42:14 AM

Drive Train

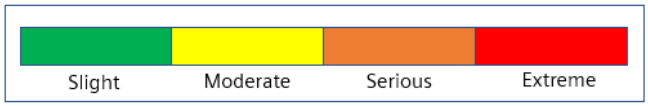
1 2 3 4

Diagnosis

Fault description	Fault severity	Severity Score	Severity Scale
Non-standard Fault Detected	Serious	59/100	
Non-standard Fault Detected	Moderate	46/100	
Motor Free End Bearing Looseness	Moderate	38/100	
Pump Free End Ball Bearing Wear	Moderate	36/100	
Pump Free End Looseness Or Bearing Clearance Problem	Moderate	35/100	
Pump Drive End Ball Bearing Wear	Moderate	35/100	
Motor Free End Bearing Wear	Moderate	30/100	

Severity Scale

The Scale is an indication of the severity for any particular fault machine condition.



Follow these recommended actions for each severity level to avoid failure. In general, the scale may be interpreted as:

- **Slight**
  No repair action is recommended. Monitor the machine and retest after regular machine planned maintenance to verify maintenance was performed correctly.

- **Moderate**
  (Months, even up to a year) – Repair action may be needed in the future. A machine failure is possible, so plan accordingly. Increase the frequency of vibration testing on this equipment and review spare parts availability.

- **Serious**
  (Weeks) – Repair action may be needed before the next planned downtime. There may be other physical evidence of the fault in terms of noise or higher bearing temperatures. Retest the machine within a short period to confirm finds. Limit the run time of the machine, if possible, and determine a fault progression trend to prevent additional component failure.

Note:

Time to failure will vary depending on the equipment type, age, machine load, environmental conditions, and other variables.

- **Extreme**
  (Days) – Consider shutting down the equipment and tacking repair action **now** to avoid catastrophic failure. There is likely other physical evidence of the fault in terms of noise, higher bearing temperatures or visible movement. Retest the machine within a short period to confirm finds.

Emergency Response Times – Mechanical

Emergency Online/Phone Response

Billable Service

Online system and software troubleshooting and diagnostics and phone support will not be provided under the coverage of this agreement. Siemens will respond to your request for emergency on-line/phone support, Mon-Fri 8:00AM-5:00PM, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service. If remote diagnostics determine a site visit is required to resolve the problem, a technician can be dispatched. Depending on your contract coverage, the on-site dispatch will be covered or will be a billable service call.

Emergency On-site Response

Billable Service

Emergency Onsite Response is not included within the coverage of this agreement. Siemens will respond to your request for emergency on-site service as soon as staff is available. An emergency is determined by your staff and Siemens. All service performed will be provided as a billable service. Siemens will respond to your request for emergency onsite support, Mon-Fri 8:00AM-5:00PM, excluding holidays, upon receiving notification of an emergency, as determined by your staff and Siemens, but all service performed will be provided as a billable service.

Equipment Inventory

Period 4

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
P4	1	1	4	No					No	No

CDS

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
(M) Customer Directed Support	1	4	4	No					No	No

Chiller Plant

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Chiller 1 - Trane	1	4	4	No	TRANE	60	CGWC60	L88L04974	Yes	No
Chiller 2 - Trane	1	4	4	No	TRANE	60	CGWC60	L88L04975	Yes	No
Chiller 3 - Trane	1	4	4	No	TRANE	60	CGWC60	L88L04976	Yes	No
Chiller 4 - Carrier	1	4	4	No	CARRIER	25	30HWB025-C-610EC	1402Q01381	Yes	No
Chiller 5 - Carrier	1	4	4	No	CARRIER	25	30HWB025-C-610EC	1402Q01380	Yes	No
CH Pump 1-PACO	1	4	4	No	PACO	7.5	11-20953-133201		Yes	No

Chiller Plant

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons /HP)	Model #	Serial #	Preventive Maintenance	R&R Service
CH Pump 2-PACO	1	4	4	No	PACO	7.5	Concealed		Yes	No
CH Pump 3-PACO	1	4	4	No	PACO	7.5	Concealed		Yes	No
CH Pump 4-PACO	1	4	4	No	PACO	7.5	Concealed		Yes	No
CH Pump 5 - Kirst Pump	1	4	4	No	KIRST PUMP	5	5BFK1		Yes	No
CW Pump 1-PACO	1	4	4	No	PACO	7.5	Concealed		Yes	No
CW Pump 2-PACO	1	4	4	No	PACO	7.5	Concealed		Yes	No
CW Pump 3-PACO	1	4	4	No	PACO	7.5	Concealed		Yes	No
CW Pump 4 - Frederic	1	4	4	No		5			Yes	No
CW Pump 5 - Weinman	1	4	4	No	WEINMAN	5	167669		Yes	No
Air Tube - Lamson - Incl Basement	2	2	4	No	LAMSON	1	12-SG-75	670357	Yes	No
Air Compressor - Quincy	1	2	4	No	QUINCY	1	BMQTS5QCBDT	UTY951156	Yes	No
Air Dryer - Hankinson	1	2	4	No	HANKINSON	1	HPR5-10-115	H510A1150510202	Yes	No

Chiller Plant

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons /HP)	Model #	Serial #	Preventive Maintenance	R&R Service
RTU 1 - Carrier	1	1	4	No	CARRIER	5	50HJQ006---511--	2202G49246	Yes	No
RTU 2 - Carrier	1	1	4	No	CARRIER	4	50HS-042---501---	1094G02634	Yes	No
Clean Strainer (Annual)	2	1	4	No					No	No

FCUs

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons /HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Fan Coil 1 - Magic Aire	1	4	4	No	MAGIC AIRE	90000	90-BHW-6-A	W991222866	Yes	No
Fan Coil 2 - Magic Aire	1	4	4	No	MAGIC AIRE	90000	90-BHW-6-A	W991222867	Yes	No
Fan Coil 3 - Magic Aire	1	4	4	No	MAGIC AIRE	48000	48-BHW-6-A	W000126023	Yes	No
Fan Coil 4 - Worthington	1	4	4	No	WORTHINGTON	72000	CHN-6.52	28A66F-183	Yes	No
Fan Coil 5 - Worthington	1	4	4	No	WORTHINGTON	72000	CHN-6.52	28A66F-180	Yes	No
Fan Coil 6 - Worthington	1	4	4	No	WORTHINGTON	24000	CHN-2.05	28A66F-169	Yes	No

FCUs

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Fan Coil 7 - Worthington	1	4	4	No	WORTHINGTON	24000	CHN-2.05	28A66F-173	Yes	No
Fan Coil 8 - Worthington	1	4	4	No	WORTHINGTON	48000	CHN-4.62	28A66F-185	Yes	No
Fan Coil 9 - First Co.	1	4	4	No	FIRST CO.	60000	60CHW4-C	J03 part# 88060--4QS	Yes	No
Fan Coil 10 - Worthington	1	4	4	No	WORTHINGTON	72000	CHN-6.52	28A66F-176	Yes	No
Fan Coil 11 - Magic Aire	1	4	4	No	MAGIC AIRE	240000	180/240-BMW-6-A	W040292250	Yes	No
Fan Coil 12 - Magic Aire	1	4	4	No	MAGIC AIRE	240000	180/240-BMW-6-A	W031287599	Yes	No
Fan Coil 13 - Worthington	1	4	4	No	WORTHINGTON	96000	CHV-13.50	64A66G86	Yes	No
Fan Coil 14 - Worthington	1	4	4	No	WORTHINGTON	96000	CHV-13.50	64A66G91	Yes	No
Fan Coil 15 - Worthington	1	4	4	No	WORTHINGTON	96000	CHV-13.50	64A66G-85	Yes	No

FCUs

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Fan Coil 16 - Worthington	1	4	4	No	WORTHINGTON	96000	CHV-13.50	64A66G-83	Yes	No
Fan Coil 17 - Worthington	1	4	4	No	WORTHINGTON	96000	CHV-13.50	64A66G87	Yes	No
Fan Coil 18 - Worthington	1	4	4	No	WORTHINGTON	96000	CHV-13.50	64A66G-84	Yes	No
Fan Coil 19 - UNKNOWN	1	4	4	No		12000			Yes	No

RTUs

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
RTU 1 - Carrier	1	4	4	No	CARRIER	5	50HJQ006---511--	2202G49246	Yes	No
RTU 2 - Carrier	1	4	4	No	CARRIER	4	50HS-042---501---	1094G02634	Yes	No

Split Systems

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Split System 1 - Mitsubishi	1	4	4	No	MITSUBISHI	3.5	PUZ-A42NKA7		Yes	No
Split System 2 - Mitsubishi	1	4	4	No	MITSUBISHI	3.5	PUZ-A42NKA7		Yes	No
Split System 3 - Mitsubishi	1	4	4	No	MITSUBISHI	3.5	PUZ-A42NKA7		Yes	No

Exhaust Fan

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Exhaust Fan RR	1	4	4	No	UNKNOWN	1	UNKNOWN	UNKNOWN	Yes	No

Cooling Tower

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Cooling Tower - BAC	1	4	4	Yes	BAC	145	VTO-145-M	U188617501-01-01	Yes	No

Strip Heaters

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons /HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Strip Heaters 1st Floor - 2kw to 15kw	23	1	4	No		34122			Yes	No
Strip Heaters 2nd Floor - 2kw to 7kw	20	1	4	No		17060			Yes	No
Strip Heaters 3rd Floor - 2kw to 6kw	19	1	4	No		13469			Yes	No
Strip Heaters 4th Floor - 2kw to 6kw	17	1	4	No		13469			Yes	No
Strip Heaters 5th Floor - 2kw to 5kw	20	1	4	No		11943			Yes	No

Labor by month

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons /HP)	Model #	Serial #	Preventive Maintenance	R&R Service
User Defined Eqpt. Independent	1	12	4	No					No	No

Chillers

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Chiller 1 -Trane	1	4	4	No	TRANE	80	CGWC80	L87K04982	Yes	No
Chiller 2 -Trane	1	4	4	No	TRANE	80	CGWC80	L87K04983	Yes	No
Clean Strainer (Annual)	2	1	4	No					No	No

Pumps

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
CHW 1 - B&G	1	4	4	No	BELL & GOSSETT	5	UNKNOWN	C052920-01 K70	Yes	No
CHW 2 - B&G	1	4	4	No	BELL & GOSSETT	5	UNKNOWN	C052920-02 K70	Yes	No
CW 1 - B&G	1	4	4	No	BELL & GOSSETT	5	UNKNOWN	CO052921-01 K70	Yes	No
CW 2 - B&G	1	4	4	No	BELL & GOSSETT	5	UNKNOWN	C05292T-02 K70	Yes	No

Split Systems

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons /HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Split System 1 - Carrier	1	4	4	No	CARRIER	5	38HDR060 / CK3B060	4306X92236	Yes	No
Split System 2 - Carrier	1	4	4	No	CARRIER	5	38HDR060 / CK3B060	4206X92222	Yes	No
Split System 3 - Carrier	1	4	4	No	CARRIER	1.5	38HDR018 / FK4C018		Yes	No
Split System 4 - Carrier	1	4	4	No	CARRIER	1.5	38QRF018 / 40QAE018		Yes	No
Split System 5 - Mitsubishi	1	4	4	No	MITSUBISHI	1.5	PUY-A30NHA / PLA-A30AA		Yes	No

FCUs

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons /HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Fan Coil 1 - Thermal Corp	1	4	4	No	THERMAL CORP	12000	CPE-80-H	07-263906-01	Yes	No
Fan Coil 2 - Thermal Corp	1	4	4	No	THERMAL CORP	12000	CPE-80		Yes	No
Fan Coil 3 - Thermal Corp	1	4	4	No	THERMAL CORP	30000	CPE-150	07-263906-03	Yes	No

FCUs

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Fan Coil 4 - Thermal Corp	1	4	4	No	THERMAL CORP	12000	CPE-80	07-263906-04	Yes	No
Fan Coil 5 - Thermal Corp	1	4	4	No	THERMAL CORP	30000	CPE-150		Yes	No
Fan Coil 6 - Thermal Corp	1	4	4	No	THERMAL CORP	36000	CPE-200	07-263906-06	Yes	No
Fan Coil 7 - Thermal Corp	1	4	4	No	THERMAL CORP	36000	CPE-200	07-263906-07	Yes	No
Fan Coil 8 - Thermal Corp	1	4	4	No	THERMAL CORP	36000	CPE-100	07-263906-08	Yes	No
Fan Coil 9 - Carrier	1	4	4	No	CARRIER	18000	FX4CNF018	1407A70104	Yes	No
Fan Coil 10 - Carrier	1	4	4	No	CARRIER	18000	42DAA16LRDY6YYYY	195011-10-1	Yes	No
Fan Coil 11 - McQuay	1	4	4	No	MCQUAY	60000	CAH006FDAC	FBOU000500002	Yes	No
Fan Coil 12 - McLean	1	4	4	No	MCLEAN	60000	NCRMAC8000	10051590-49	Yes	No

Fans

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Exhaust Fan 1 - Loren Cook	1	4	4	No	LOREN COOK	2	135 CPS		Yes	No
Exhaust Fan 2 - Loren Cook	1	4	4	No	LOREN COOK	2	135 ACRUB		Yes	No
Exhaust Fan 3 - Loren Cook	1	4	4	No	LOREN COOK	3	150 CPS	138S988039-01/0002101	Yes	No
Exhaust Fan 4 - Loren Cook	1	4	4	No	LOREN COOK	7.5	245 CPS	138S988039-01/0003501	Yes	No
Exhaust Fan 5 - Loren Cook	1	4	4	No	LOREN COOK	5	210 SQNB		Yes	No
Exhaust Fan 6 - Loren Cook	1	4	4	No	LOREN COOK	5	GC-220		Yes	No
Exhaust Fan 7 - Loren Cook	1	4	4	No	LOREN COOK	1	100 CPS	138S948902-00/0000701	Yes	No
Exhaust Fan 8 - Loren Cook	1	4	4	No	LOREN COOK	1	100 CPS	138S938097-00/0002101	Yes	No
Exhaust Fan 9 - Loren Cook	1	4	4	No	LOREN COOK	3	150 ACRUB	138S936258-01/0012404	Yes	No
Exhaust Fan 10 - UNKNOWN	1	4	4	No	UNKNOWN	5			Yes	No
Supply Fan 1 - Loren Cook	1	4	4	No	LOREN COOK	5	180 KSP-B	138S988039-00/0000701	Yes	No
Supply Fan 2 - Loren Cook	1	4	4	No	LOREN COOK	3	150 ASP	138S988039-00/0001801	Yes	No

Fans

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Gun Range Exhaust - Dayton	1	4	4	No	DAYTON	5	1M8F2	15104289	Yes	No

AHUs

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Air Handler 1 - Thermal Corp	1	4	4	Yes	THERMAL CORP	50	RTA-701-H	09-263906-09	Yes	No
Air Handler 2 - Thermal Corp	1	4	4	Yes	THERMAL CORP	50	RTA-241-HS	09-263906-10	Yes	No

Boilers

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Boiler 1 - Raypak	1	4	4	No	RAYPAK INC.	60	302-902	704264547	Yes	No
Boiler 1 - Raypak	1	4	4	No	RAYPAK INC.	60	302-902	704264548	Yes	No

HWPs

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Hot Water Pump 1 - Bell & Gossett	1	4	4	No	BELL & GOSSETT	5	1BF046 E70		Yes	No
Hot Water Pump 2 - Bell & Gossett	1	4	4	No	BELL & GOSSETT	5	1BF046 E70		Yes	No

Cooling Tower

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
Cooling Tower - BAC	1	4	4	Yes		160	FXT-160/X	U15634601-01	Yes	No

Labor by month

Description	Qty	# of Visits	# of Years	VFD Incl.	Manufacturer	Size (Tons/HP)	Model #	Serial #	Preventive Maintenance	R&R Service
User Defined Eqpt. Independent	1	12	4	No					No	No

Exclusions and Clarifications

Unless expressly stated otherwise, Services do not include and Siemens is not responsible for: (a) re-installation or relocation of Equipment; (b) painting or refinishing of Equipment or surrounding surfaces; (c) parts, accessories, attachments or other devices added to Equipment but not furnished by Siemens; (d) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (e) the removal or re-installation of replacement valves, dampers, water flow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; (f) installation / removal, and / or rental fees for any temporary HVAC equipment if necessary; (g) Cranes, hoisting or rigging that may be required; (h) Leaks at gaskets O-rings or seals; or (i) latent defects in the Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Equipment other than by Siemens or its agents.

Siemens is not responsible for service calls due to power outages.

Siemens is not responsible for repair labor/materials/parts for covered equipment that has experienced electrical damage due to power surges, single phasing, and related electrical issues.

Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise expressly stated elsewhere in this Proposal; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications by others, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.

Siemens is not responsible for repairs, replacements, or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

Siemens is not responsible for water treatment related damages to the condenser, evaporator, hot water, or steam systems.

Siemens is not responsible for repair labor/materials/parts for ice machines, refrigerators, freezers, kitchen specialty equipment, boilers, laundry equipment, replacement refrigerant, replacement glycol, or replacement control valves unless included elsewhere. On occasion a flush and refill of the Water-Glycol mixtures may be required. Flush and refill is not included in the standard service offering.

Siemens is not responsible for helium replacement in chiller systems that service Medical Imaging Systems.

Connectivity and Communications

Siemens Service Portal

The Service Portal complements the personalized services you will receive from your local Siemens office by providing greater visibility into equipment and services delivered by Siemens. This web-based portal allows you the ability to submit service requests, confirm and modify schedules, track repairs, manage agreements, generate reports, and access critical information; then share it across your entire enterprise quickly and efficiently. The Service Portal is a user-friendly way to increase your productivity and the value of your service program.

Data security as a basic requirement

We value confidentiality and long-term partnerships. That is why we give the security of your data the highest priority. Before we implement an enhanced service package with remote support, we conduct an in-depth analysis of the situation, taking into account national and international regulations, technical infrastructures and industry specifics. Our service employees carefully evaluate your needs on an individual basis with a view toward information security.

Service Agreement Contract Characteristics

Description	AUTOMATION	MECHANICAL
Hours of Coverage	Mon-Fri, 8:00 AM - 5:00 PM	Mon-Fri, 8:00 AM - 5:00 PM
Response Times (Phone/Online)	Billable	Billable
Response Times (Onsite/Emergency)	Billable	Billable
Remote Services	Yes	No
Third Party Systems	No	No
Monitoring	No	No

Equipment Related Services

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
Chiller 1 - Trane						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Condenser Tube Cleaning (water)	1	1	1,2,3,4	Onsite	N/A
	Eddy Current Analysis	1	1	3	Onsite	N/A
Chiller 2 - Trane						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Condenser Tube Cleaning (water)	1	1	1,2,3,4	Onsite	N/A
	Eddy Current Analysis	1	1	3	Onsite	N/A
Chiller 3 - Trane						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Condenser Tube Cleaning (water)	1	1	1,2,3,4	Onsite	N/A
	Eddy Current Analysis	1	1	3	Onsite	N/A
Chiller 4 - Carrier						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Condenser Tube Cleaning (water)	1	1	1,2,3,4	Onsite	N/A
	Eddy Current Analysis	1	1	3	Onsite	N/A
Chiller 5 - Carrier						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Condenser Tube Cleaning (water)	1	1	1,2,3,4	Onsite	N/A
	Eddy Current Analysis	1	1	3	Onsite	N/A
CH Pump 1- PACO						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A
CH Pump 2- PACO						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A
CH Pump 3- PACO						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
CH Pump 4- PACO						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A
CH Pump 5 - Kirst Pump						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A
CW Pump 1- PACO						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A
CW Pump 2- PACO						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A
CW Pump 3- PACO						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A
CW Pump 4 - Frederic						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A
CW Pump 5 - Weinman						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A
Air Tube - Lamson - Incl Basement						
	Annual Inspection	2	1	1,2,3,4	Onsite	N/A
	Operational Inspection	2	1	1,2,3,4	Onsite	N/A
Air Compressor - Quincy						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	1	1,2,3,4	Onsite	N/A
Air Dryer - Hankinson						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	1	1,2,3,4	Onsite	N/A
RTU 1 - Carrier						

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
	Belt Service	1	1	1,2,3,4	Onsite	N/A
	Coil Cleaning - Condenser (Refrig)	1	4	1,2,3,4	Onsite	N/A
RTU 2 - Carrier						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
	Belt Service	1	1	1,2,3,4	Onsite	N/A
	Coil Cleaning - Condenser (Refrig)	1	4	1,2,3,4	Onsite	N/A
Fan Coil 1 - Magic Aire						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 2 - Magic Aire						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 3 - Magic Aire						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 4 - Worthington						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 5 - Worthington						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 6 - Worthington						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 7 - Worthington						

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 8 - Worthington						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 9 - First Co.						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 10 - Worthington						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 11 - Magic Aire						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
Fan Coil 12 - Magic Aire						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 13 - Worthington						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 14 - Worthington						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 15 - Worthington						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 16 - Worthington						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 17 - Worthington						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 18 - Worthington						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 19 - UNKNOWN						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Split System 1 - Mitsubishi						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	1	1,2,3,4	Onsite	N/A
Split System 2 - Mitsubishi						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	1	1,2,3,4	Onsite	N/A
Split System 3 - Mitsubishi						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	1	1,2,3,4	Onsite	N/A
Exhaust Fan RR						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
Cooling Tower - BAC						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Cooling Tower Cleaning	1	1	1,2,3,4	Onsite	N/A
	Belt Service	1	1	1,2,3,4	Onsite	N/A
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Cooling Tower Cleaning	1	1	1,2,3,4	Onsite	N/A
	Belt Service	1	1	1,2,3,4	Onsite	N/A
Strip Heaters 1st Floor - 2kw to 15kw						

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Annual Inspection	23	1	1,2,3,4	Onsite	N/A
Strip Heaters 2nd Floor - 2kw to 7kw						
	Annual Inspection	20	1	1,2,3,4	Onsite	N/A
Strip Heaters 3rd Floor - 2kw to 6kw						
	Annual Inspection	19	1	1,2,3,4	Onsite	N/A
Strip Heaters 4th Floor - 2kw to 6kw						
	Annual Inspection	17	1	1,2,3,4	Onsite	N/A
Strip Heaters 5th Floor - 2kw to 5kw						
	Annual Inspection	20	1	1,2,3,4	Onsite	N/A
Chiller 1 -Trane						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Condenser Tube Cleaning (water)	1	1	1,2,3,4	Onsite	N/A
	Eddy Current Analysis	1	1	3	Onsite	N/A
Chiller 2 -Trane						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Condenser Tube Cleaning (water)	1	1	1,2,3,4	Onsite	N/A
	Eddy Current Analysis	1	1	3	Onsite	N/A

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
CHW 1 - B&G						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A
CHW 2 - B&G						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A
CW 1 - B&G						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A
CW 2 - B&G						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A
Split System 1 - Carrier						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Split System 2 - Carrier						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Split System 3 - Carrier						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Split System 4 - Carrier						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Split System 5 - Mitsubishi						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 1 - Thermal Corp						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 2 - Thermal Corp						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 3 - Thermal Corp						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 4 - Thermal Corp						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 5 - Thermal Corp						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 6 - Thermal Corp						

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 7 - Thermal Corp						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 8 - Thermal Corp						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 9 - Carrier						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 10 - Carrier						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
Fan Coil 11 - McQuay						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Fan Coil 12 - McLean						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
Exhaust Fan 1 - Loren Cook						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
Exhaust Fan 2 - Loren Cook						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
Exhaust Fan 3 - Loren Cook						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
Exhaust Fan 4 - Loren Cook						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
Exhaust Fan 5 - Loren Cook						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
Exhaust Fan 6 - Loren Cook						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
Exhaust Fan 7 - Loren Cook						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
Exhaust Fan 8 - Loren Cook						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
Exhaust Fan 9 - Loren Cook						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
Exhaust Fan 10 - UNKNOWN						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
Supply Fan 1 - Loren Cook						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
Supply Fan 2 - Loren Cook						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
Gun Range Exhaust - Dayton						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
Air Handler 1 - Thermal Corp						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
	Belt Service	1	1	1,2,3,4	Onsite	N/A
Air Handler 2 - Thermal Corp						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Air Filter Service	1	4	1,2,3,4	Onsite	N/A
	Belt Service	1	1	1,2,3,4	Onsite	N/A

Mechanical

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
Boiler 1 - Raypak						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Combustion Analysis	1	1	1,2,3,4	Onsite	N/A
	Combustion Analysis	1	1	1,2,3,4	Onsite	N/A
Hot Water Pump 1 - Bell & Gossett						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A
Hot Water Pump 2 - Bell & Gossett						
	Annual Inspection	1	1	1,2,3,4	Onsite	N/A
	Operational Inspection	1	3	1,2,3,4	Onsite	N/A
	Vibration Analysis	1	1	1,2,3,4	Onsite	N/A

Automation

Equipment	Service Description	Qty	Frequency	Year	Service Location	Repair Coverage
City Hall Panels on P2 BLN						
	Apogee System	2	1	1,2,3,4	Onsite	N/A
PHQ Legacy Panels on P2 BLN						
	Apogee System	3	1	1,2,3,4	Onsite	N/A
PHQ Panel on P2 BLN						
	Apogee System	1	1	1,2,3,4	Onsite	N/A

Service Team

An important benefit of your Service Agreement derives from having the trained building service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

Added to the team is a team of building experts at our Digital Service Center. The benefits you receive are less disruption to your employees at the site, less intrusive on the system at peak hours, fewer emissions for trucks rolled, and real time analytics with digital workspace hours.

The following list outlines the service team that will be assigned to the service agreement for your facility

Your Assigned Team of Service Professionals will include:

Sales Executive manages the overall strategic service plan based upon your current and future service requirements.

Client Services Manager is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Primary Service Specialist is responsible for performing the ongoing service of your system.

Secondary Service Specialist who will be familiarized with your building systems to provide in-depth backup coverage.

Remote Services Specialist is responsible for the execution of remote services including proactive planned tasks, in-depth fault analysis and identification of corrective actions.

Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Service Administrator is responsible for all service invoicing including both service agreement and service projects.

Siemens Terms of Sale (STS)

Terms of Sale (Click to download)
Base Terms

THIS PURCHASE IS MADE IN ACCORDANCE WITH THE GROUP COOPERATIVE SOURCEWELL CONTRACT #121024-SIE. ALL TERMS OF SUCH SOURCEWELL CONTRACT ARE INCORPORATED HEREIN, AND THE TERMS AND CONDITIONS WILL PREVAIL EXCLUSIVELY OVER THE TERMS OF THE PURCHASE ORDER AND/ OR CUSTOMER AGREEMENT. NO FEDERAL TERMS AND CONDITIONS, FEDERAL FUNDS, OR GRANTS ARE APPLICABLE TO THIS ORDER.

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU, CMAI, COMEX market indexes or IHS Markit, then Siemens may increase the applicable yearly Investment or apply a surcharge accordingly.

To the extent applicable, the following Supplements are incorporated and made part of the Siemens Terms of Sale:

Click on supplement(s) below to read/download
Services Supplemental Terms

Siemens reserves the right to adjust prices to reflect the impact of any new or modified taxes, duties, tariffs, or equivalent measures, whether direct or indirect, imposed by any U.S. or foreign governmental authority that are applicable to the Offerings, including any hardware, software, or service components contained therein.

Siemens is entitled to amend these terms and conditions at any time without prior notice. Previous and Retired versions of Base Terms & Supplemental Terms can be found here: www.siemens.com/terms-of-sale

Agreement Terms for Investments

Services shall be provided at:

77 FAIR DR
COSTA MESA, CA 92626-6520

Siemens Industry, Inc. shall provide the services as identified in this Proposal and pursuant to the associated terms and conditions contained within.

Initial Term Investments:

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1,2026 - Jun 30,2027	Annually (In Advance)	$259,817.00
2	Jul 1,2027 - Jun 30,2028	Annually (In Advance)	$275,406.00
3	Jul 1,2028 - Jun 30,2029	Annually (In Advance)	$308,014.00
4	Jul 1,2029 - Jun 30,2030	Annually (In Advance)	$309,441.00

Multi-Period Investment Total	$1,152,678.00*

Amount Due In Advance Based On Billing Frequency

***** This proposal is a firm fixed price *****

Sourcewell Account: City of Costa Mesa
Account # 2173

All billable/emergency services and service/maintenance calls will be performed outside of the Sourcewell contract under a separate order.

Estimated sales taxes have been included in the investment amount. The exact amount will be calculated based on local requirements at the time of invoicing. The pricing quoted in this Proposal are firm for 30 days.

Siemens Industry, Inc. invoices paid by credit card may be subject to a surcharge of up to 2%.

Siemens reserves the right to adjust prices to reflect the impact of any new or modified taxes, duties, tariffs, or equivalent measures, whether direct or indirect, imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein.

SIEMENS

Signature Page

The Buyer acknowledges that when accepted by the Buyer as proposed by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents, including any applicable Rider(s), incorporated herein) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE BUYER.

Initial Term Investments

Period	Period Range	Billing Frequency	Annual Price
1	Jul 1,2026 - Jun 30,2027	Annually (In Advance)	$259,817.00
2	Jul 1,2027 - Jun 30,2028	Annually (In Advance)	$275,406.00
3	Jul 1,2028 - Jun 30,2029	Annually (In Advance)	$308,014.00
4	Jul 1,2029 - Jun 30,2030	Annually (In Advance)	$309,441.00

Proposed by:

Siemens Industry, Inc.

Company

Kris Gilmour

Name

10550946

Proposal #

$1,152,678.00

Proposal Amount

May 11, 2026

Date

Accepted by:

CITY OF COSTA MESA

Company

Name (Printed)

Signature

Title

Date

Purchase Order # ☐ PO for billing/pmnt only ☐ PO not required

Siemens Service Portfolio

Advisory and Performance Services

SIEMENS
Ingenuity for life

Manage System Operation & Compliance

Services that keep systems performing at their best, as designed and intended to operate, help you achieve:

- Optimized comfort, safety, and security
- Fulfilled regulatory requirements
- Greater transparency into critical systems
- Reduced operating risk

Facility Assessment & Planning
In-depth building system assessment and recommendations, definition of relevant KPIs, and development of your service program

Test & Inspection
Regular check-ups to measure system performance compared to your defined facility and regulation requirements and risks

Preventive Services
Services performed on a regular schedule or based on data analytics to verify and improve system state

Documentation Management
Management of critical building system and compliance information, with organization and access determined by your needs

Corrective Services
Immediate response to system failures or faults to restore functionality and integrity to desired state

Optimize Performance & Productivity

Enhance building performance with improvement measures that increase productivity and efficiency; common outcomes include:

- Enhanced system performance
- Streamlined operational processes
- Improved decision-making through data analytics

Optimization Planning
Planning and prioritization of improvement measures to increase building and/or process performance and efficiencies

Predictive Services
Systems are audited and monitored to detect abnormalities or faults, with recommendations provided and/or corrective actions taken

System Improvements & Integration
Enhancements or additions to your current system to increase staff productivity, system performance, and operational/energy efficiencies

Training & Operational Support
Training, coaching, and on-site support to increase staff productivity and knowledge

Managed Services
On-site and/or remote resources monitor system events and alarms, and take appropriate action

Protect Lifecycle Investment

Leverage past investments and address future requirements with advanced and proven technology, to achieve outcomes such as:

- Extended system life
- Maximized return on investment
- Realized benefits of new technology

Technology Planning
Consulting services identify technology improvement opportunities that help achieve performance goals while leveraging past investments

System Updates / Upgrades
Software upgrades and firmware updates are provideded, delivering the most current technology and functionality

System Migration / Modernization
Enhancements to your systems by elevating them to the most current hardware and software platforms, resulting in increased functionality and performance levels

Retrofits & Extensions
Modifications are made to existing systems to accommodate changes to your facility usage and footprint

New Installation Services
Startup, commissioning, and other installation services are completed to ensure new equipment operates at maximum performance

Enhance Energy Management & Sustainability

Increase the value and competitiveness of buildings and infrastructure by delivering solutions that:

- Conserve energy
- Maximize efficiency
- Minimize operating costs
- Reduce environmental impact

Energy & Sustainability Master Planning
Strategy and planning services provide a detailed master plan to provide budget transparency, enable improved performance and sustainability, reduce energy consumption, and minimize operational costs

Energy Conservation
Implementing energy conservation strategies reduces total carbon emissions through efficiency measures and minimizes energy spend by optimizing consumption

Energy Production & Storage
Using innovative design and simulation tools. energy production and storage solutions improve energy efficiency, energy availability, security of supply, and carbon reduction

Energy Procurement
With advanced procurement technologies and beneficial contract terms, these tailored procurement and supply services reduce costs, reduce risks, and create certainty

Digital Services

CITY OF COSTA MESA
MAINTENANCE SERVICES PARTICIPATING AGREEMENT
WITH
SIEMENS INDUSTRY, INC.

THIS MAINTENANCE SERVICES PARTICIPATING AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SIEMENS INDUSTRY, INC. a Delaware corporation authorized to do business in California ("Contractor") under the HVAC Systems and Related Services Contract #080824-SIE ("Sourcewell Contract").

W I T N E S S E T H :

A. City proposes to utilize the services of Contractor as an independent contractor to provide HVAC maintenance and repair services of City property, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. 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 CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in Contractor's Proposal (the "Proposal") attached hereto as Exhibit "A," and incorporated herein (the "Services").

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage

rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance

Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

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

(c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor 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 harassment, workplace violence, discrimination, 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. Contractor 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 Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor'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, or confidential information relating to the City's computer and security systems and programs. 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. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit A. Contractor's total compensation shall not exceed One Million One Hundred Fifty-Two Thousand Six Hundred Seventy-Eight Dollars ($1,152,678.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. 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. Contractor 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 Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor'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.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibit A. 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, pandemics (excluding COVID-19) 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 four (4) years, ending on June 30, 2030, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. 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 Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor 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 Contractor for reasonable costs incurred and 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.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor 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) 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 limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Contractor 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 Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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 Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."

(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: "Contractor'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) Contractor'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. Contractor 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.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.6. Excess Coverage. To the extent that Contractor maintains any insurance coverage(s) in amounts or types which are not expressly called out in this Agreement, such additional coverage(s) shall be deemed to be required by this Agreement.

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 Manager 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.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor 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 Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor 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, facsimile 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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 CONTRACTOR:

Siemens Industry, Inc.
6141 Katella Avenue
Cypress, CA 90630
Tel: (657) 413-1813
Attn: Kris Gilmour

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5289
Attn: Daniel Jojola

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Contractor'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. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term

of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor'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 Contractor, 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 Contractor, 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 Contractor, 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 Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor 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 Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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, Contractor 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 Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor'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, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

6.15. 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.

6.16. 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.

6.17. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor 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.

6.19. Headings. 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.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. 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.

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

6.22. 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.

6.23. 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.

6.24. 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.

6.25. 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.

[Signature page follows.]

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.

CONTRACTOR

_____ Date: _____
Signature

_____
[Name and Title]

_____ Date: _____
Signature

_____
[Name and Title]

CITY OF COSTA MESA

_____ Date: _____
Cecilia Gallardo-Daly
City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Daniel Jojola
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Raja Sethuraman
Public Works Director

APPROVED AS TO PURCHASING:

_____ Date: _____
Finance Director

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-307 **Meeting Date:** 6/16/2026

TITLE:

CONTINUATION REQUEST OF AN APPEAL OF THE PLANNING COMMISSION'S DECISION TO UPHOLD THE ECONOMIC AND DEVELOPMENT SERVICES DIRECTOR'S DECISION TO DENY A REASONABLE ACCOMMODATION REQUEST TO DEVIATE FROM CERTAIN REQUIREMENTS OF THE ZONING CODE TO OPERATE A SOBER LIVING HOME AT 115 EAST WILSON STREET, UNITS A THROUGH E

DEPARTMENT: **ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION**

PRESENTED BY: **VICTOR MENDEZ, SENIOR PLANNER**

CONTACT INFORMATION: **VICTOR MENDEZ, SENIOR PLANNER (714) 754-5276**

RECOMMENDATION:

Staff recommends the City Council continue the open public hearing to the September 1, 2026, meeting, pursuant to the applicant's request.

BACKGROUND:

The appeal was agendized for the December 2, 2025, City Council meeting. Prior to the meeting, but after the public hearing was noticed, the applicant submitted a request to continue the item to the February 3, 2026, City Council Meeting. The City Council opened the public hearing and voted (7-0) to continue the item.

The continuance was agenized to the February 3, 2026, City Council Meeting. Prior to the meeting, but before the agenda was publicized, staff requested to continue the item to the April 21, 2026, City Council Meeting. The City Council opened the public hearing and voted (6-0-1) to continue the item (Council Member Buley absent).

Before the agenda was publicized, the applicant requested to continue the item to the June 16, 2026, City Council Meeting to gather additional information. The City Council opened the public hearing and voted (7-0) to continue the item.

Subsequently, before the agenda was publicized, the applicant requested to continue the item to the September 1, 2026, City Council Meeting to gather additional information.

ANALYSIS:

The applicant requested that the public hearing be continued to a date certain to the September 1, 2026, City Council Meeting. Staff will present the item at the September 1, 2026, meeting.

ALTERNATIVES:

There are no recommended alternatives.

FISCAL REVIEW:

The fiscal review will be included as part of the September 1, 2026, report.

LEGAL REVIEW:

The legal review will be included as part of the September 1, 2026, report.

CITY COUNCIL GOALS AND PRIORITIES:

The priorities will be included as part of the September 1, 2026, report.

CONCLUSION:

The item will be presented at the September 1, 2026, City Council meeting.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-304 **Meeting Date:** 6/16/2026

TITLE:

APPEAL AND AWARD A MAINTENANCE SERVICES AGREEMENT FOR JANITORIAL SERVICES TO CCS FACILITY SERVICES - ORANGE COUNTY, INC.

DEPARTMENT: **PUBLIC WORKS DEPARTMENT/GENERAL SERVICES DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: **PATRICK BAUER, DEPUTY PUBLIC WORKS DIRECTOR, (714) 754- 5029**

RECOMMENDATION:

Staff recommends the City Council:

1. Deny Executive Facilities Services, Inc. appeal from the Purchasing Officer's rejection of the bid protest filed against the proposed award to CCS Facility Services - Orange County, Inc.

2. Award the Maintenance Services Agreement (MSA) to CCS Facility Services - Orange County, Inc., 3001 Red Hill Avenue, Building #6-220, Costa Mesa, CA 92628, for a period of two (2) years with the option for three (3) one-year renewal periods for janitorial services for City buildings, parks, and facilities in an annual amount not to exceed $577,973.

3. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs, and approval for Consumer Price Index (CPI) escalation and de-escalation.

4. Authorize the City Manager or designee to execute the agreement and any future amendments to the agreement.

BACKGROUND:

The scope of work of the Janitorial Services contract encompasses the complete and comprehensive custodial cleaning and trash disposal at all of the City's major facilities: Balearic Community Center, City Hall, Communications Center, Corporation Yard, Downtown Recreation Center, Norma Hertzog Community Center, Police Department, Westside Police Substation, Bridge Shelter, City Parks, Senior Center, Fairview Park, Costa Mesa Tennis Center, Police Department Warehouse, Code Enforcement Substation and Fire Stations 1 through 6. The City's current agreement for janitorial services with Executive Facilities Services is expiring on June 30, 2026.

ANALYSIS:

On February 10, 2026, the City issued a Request for Proposal (RFP) on PlanetBids for janitorial services. A mandatory job walk was conducted on February 18, 2026, and another one scheduled on February 24, 2026. A total of (11) eleven proposals were received on March 11, 2026.

The proposals were screened for compliance with the City's RFP process. Two proposals did not meet the minimum requirements, the third did not attend the mandatory job walks and therefore all were deemed non-responsive to the City's RFP process. The remaining eight were compliant and submitted to the evaluation committee.

All eight (8) proposals were evaluated based on each company's ability to respond and satisfactorily define their ability to meet the following criteria:

- Qualifications of Entity & Key Personnel
- Approach to Providing the Requested Scope of Services
- Price Proposal - Completed by Finance
- Innovative and/or Creative Approaches to Providing the Services

After a thorough review and analysis of each proposal, the evaluation committee, which consists of City staff from the Economic and Development Services Department, Parks and Community Services Department and Public Works Department recommend CCS Facility Services - Orange County, Inc. (CCS) to provide janitorial services. Regarding the other seven (7) remaining proposers, their proposals were also deemed qualified by the evaluation committee. However, they did not exceed CCS in the criteria mentioned above.

PROPOSERS	SCORES
CCS Facility Services - Orange County, Inc.	1155
MasterCorp Commercial Services	1045
Executive Facilities Services	1010
Base Hill	910
Santa Fe Janitorial Maintenance	885
Uniserve Facilities Services	885
Omni Enterprise	840
Coast 2 Coast Preservations	770

CCS Facility Services - Orange County, Inc. understands the importance of providing thorough janitorial and disinfecting services for the aforementioned locations and maintaining the safety and integrity of the City's working and recreational environments. This ensures that the City of Costa Mesa's staff, residents, and the business community are confident that their City facilities will maintain a high level of cleanliness.

CCS has been providing janitorial services for over 15 public agencies in Southern California, along with over 1,000 local government facilities nationwide, for over 40 years. CCS Facility Services - Orange County, Inc. has 650 professional cleaners and will retain/transition the current janitorial employees assigned to the City's facilities to ensure the continuity of service while preserving the experience and institutional knowledge. CCS has identified expert staff for specialized tasks and has a dedicated team for parks, as well as a night crew for specific facilities.

Therefore, staff recommends the approval of the MSA to CCS Facility Services - Orange County, Inc. in the amount of $577,973 with an additional 10% contingency annually for emergency response, special events, and unforeseen costs.

BID PROTEST AND APPEAL:

On May 4, 2026, following the City's notice of intent to award the RFP to CCS Facility Services - Orange County, Inc., the City's current vendor and a proposer on this RFP, Executive Facilities Services, Inc. (EFS), filed a bid protest and appeal against the notice of intent to award the RFP based on twelve 12 separate issues. (See Attachment 1) On May 7th, the City Manager acting as the Purchasing Officer denied the protest and appeal. (See Attachment 2) On May 13th, EFS submitted a formal appeal of the City Manager's decision focused on two of these 12 separate issues. (See Attachment 3)

The procedures for appealing the intent to award a bid (commonly referred to as a "bid protest") for other than public construction projects are governed solely by the provisions of the City's Purchasing Policy and the appeal and review procedures of the Costa Mesa Municipal Code (CMMC). Under the Purchasing Policy, the protest must include the specifics of the nature of the protest and "any and all documentation to support the appeal." (See CMMC § 2-168(3)&(4)) The Purchasing Officer's denial of the bid protest may be appealed to the City Council pursuant to the appeal provisions of CMMC Title 2 Chapter IX. The City Council's review on appeal is de novo. The admissible evidence on this appeal is limited to "all relevant evidence" submitted to the Purchasing Officer and at the City Council appeal hearing, and the findings of the purchasing officer. (See CMMC § 2-303(4))

In brief summary, the instant appeal, like the initial bid protest alleges: 1) that CCS failed to disclose the fact that it was fined by the U.S. Immigration and Customs Enforcement (ICE) in Colorado in 2025; and 2) that there were "significant scoring discrepancies" between the City's RFP evaluators. In addition, the appeal raises a new allegation that CSS also failed to disclose that in 2022 the U.S. EEOC found reasonable cause to "believe that CCS failed in its obligation to provide a workplace free from unlawful harassment and discrimination and, in so doing, violated Title VII of the Civil Rights Act of 1964" in the state of Washington.

In denying the bid protest regarding the first allegation, the Purchasing Officer in summary found, based on information received from CCS that the alleged failure to disclose was related to an ICE audit and settlement specific to CCS Denver, Inc., as opposed to CCS Facility Services - Orange County, Inc. The Purchasing Officer found CCS' clarification acceptable and noted that the "proposer" on the RFP is "CCS Facility Services - Orange County, Inc." not "CCS Denver, Inc." (See Attachment 2) Regarding the alleged "scoring discrepancies", the Purchasing Officer found these allegations to be without merit. (See Attachment 2)

The third allegation regarding a failure to disclose a workplace violation in the state of Washington was not raised in the initial bid protest and appeal, and therefore was not considered by the Purchasing Officer, as required by the Purchasing Policy. (See CMMC § 2-168(3)&(4)) However, the City Council has the discretion on appeal to consider this new evidence should it desire to do so. CCS provided a response to this allegation on June 3, 2026, which is included as Attachment 4.

ALTERNATIVES:

The alternatives to this Council action would be to: 1) sustain the appeal; 2) reject all bids and direct staff to re-advertise the RFP; or 3) deny the appeal, reject all bids and direct staff to re-advertise the RFP. However, it is not anticipated that any of these alternatives would result in selecting a more qualified firm or a lower cost for service.

FISCAL REVIEW:

Funding for this agreement, inclusive of the contingency, in the amount of $635,771 is included in the Adopted FY 2026-27 Operating Budget in the General Fund (Fund 101).

LEGAL REVIEW:

The City Attorney's Office has reviewed this report, prepared the Maintenance Services Agreement (Attachment 5) and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council goals:

- Strengthen Public Safety and Keep the Community Safe.
- Maintain and Enhance the City's Infrastructure, Facilities, Equipment, and Technology.

CONCLUSION:

Staff has evaluated the proposals to provide janitorial services for City facilities and recommend the City Council:

1. Deny Executive Facility Services, Inc. appeal from the Purchasing Officer's rejection of the bid protest filed against the proposed award to CCS Facility Services - Orange County, Inc.

2. Award the Maintenance Services Agreement (MSA) to CCS Facility Services - Orange County, Inc., 3001 Red Hill Avenue, Building #6-220, Costa Mesa, CA 92628, for a period of two (2) years with the option for three (3) one-year renewal periods for janitorial services for City buildings, parks, and facilities in an annual amount not to exceed $577,973.

3. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs, and approval for Consumer Price Index (CPI) escalation and de-escalation.

4. Authorize the City Manager or designee to execute the agreement and any future amendments to the agreement.

May 4, 2026

Ms. Stephanie Urueta
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Ms. Urueta:

Please be advised that Executive Facilities Services, Inc via this document is submitting for consideration a formal protest to awarding of RFP 26-13 for Janitorial Services for City Facilities.

The following is the language from RFP 26-13 regarding the submission of a Protest:

II. General Instructions and Provisions:

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals accepted pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the Purchasing Officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the City Council at the next available council meeting.

1. This written notice of appeal is being submitted on May 4, 2026, which is at least ten (10) working days prior to the proposal award date of May 19, 2026.

2. The following pages will include specifics as to the nature of each protest point

3. Additional documentation is also being supplied to support our appeal.

As stated in section 5. In the fourth bullet point, the purchasing officer will respond in writing to the Proposer within five (5) working days.

- The following are Protest points that Executive Facilities Services, Inc. is submitting for consideration
- The following table presents each RFP requirement and CCS's compliance status. Requirements are grouped by section as presented in the RFP.

MINIMUM REQUIREMENTS		
Requirement	**Status**	**Finding / Notes**
PAGE #3 OF RFP **PROPOSERS MINIMUM REQUIREMENTS** **A. Similar facility experience & evidence of current licensing/permits**	**REQUIREMENT NOT MET**	CCS provides extensive municipal experience and lists a DIR Registration (JS-LR-1001235067) and Costa Mesa Business License (HDL-29911). However, the DIR registration shown has an EXPIRATION DATE OF 3/21/2026 — predating the proposal submission deadline of 3/11/2026 by only 10 days, with no renewed certificate provided. No California CSLB license is listed in the Company Profile form despite it being a required field.
Page #3 of RFP **PROPOSERS MINIMUM REQUIREMENT:** **B. Disclose pending/past claims, labor law violations, formal notices to cure within last 5 years**	**REQUIREMENT NOT MET**	No section addressing pending or past claims, labor law violations, or formal notices to cure appears anywhere in the proposal. The RFP states failure to identify these may be grounds for rejection. CCS's proposal is completely silent on this required disclosure. **PLEASE SEE ATTACHED DOCUMENT RELATING TO FINE BY ICE UPON CCS FOR EMPLOYMENT VIOLATIONS DATED APRIL 28, 2025**
Page #4 of RFP **PROPOSERS MINIMUM REQUIREMENT:** **D. Registered with DIR (Department of Industrial Relations)**	**REQUIREMENT NOT MET**	DIR Registration No. JS-LR-1001235067 is included. However, the certificate shows an expiration date of 3/21/2026 — only 10 days after the proposal due date of 3/11/2026. No evidence of renewal for the contract period is provided.
Page # 4 RFP **PROPOSERS MINIMUM REQUIREMENT** **E. Abide by prevailing wage laws (Appendix D)**	**REQUIREMENT NOT MET**	No acknowledgment, certification, or statement of compliance with prevailing wage laws (Appendix D) is included anywhere in the CCS proposal.

PROPOSAL FORMAT		
Requirement	**Status**	**Finding / Notes**
Page #4 of RFP **II. GENERAL INSTRUCTIONS:** **PROPOSAL FORMAT GUIDELINES:** **25-page limit (excluding resumes and pricing forms)**	**REQUIREMENT NOT MET**	The CCS proposal narrative section alone spans 25 pages (pages 1–25) before addenda, forms, and supporting documents. Including the Table of Contents, cover letter, and all narrative sections, the core proposal clearly exceeds the 25-page limit set by the RFP.
Page #4 of RFP **PROPOSAL FORMAT GUIDELINES** • **12-point font size**	**REQUIREMENT NOT MET**	The proposal uses varying font sizes throughout. Many section headers and body text elements appear smaller than 12-point, particularly in tables on pages 8–9 and staffing tables on page 19. Full compliance with the 12-point minimum is unclear.
Page #4 of RFP **PROPOSAL FORMAT GUIDELINES** • **COVER LETTER** **Cover letter signed by individual authorized to bind the Contractor**	**REQUIREMENT NOT MET**	The cover letter is signed by Maryll Betzold, Director of Government Services. It is not clear she has binding authority. The individuals listed with written authorization to sign contracts on the Vendor Application are Cameron Hall (RVP), Bill King (COO), and Troy Coker (CEO) — Maryll Betzold is not among them. The cover letter signature does not constitute binding authority.
Page #4 of RFP **PROPOSAL FORMAT GUIDELINES** • **COVER LETTER** **Include proposed working relationship among agency and subcontractors**	**REQUIREMENT NOT MET**	The cover letter does not mention subcontractors. Subcontractors (West Coast Property Maintenance) are only addressed later in the Staffing section, not in the cover letter as required.

PROJECT APPROACH & METHODOLOGY

Requirement	Status	Finding / Notes
Page #4 of RFP **II. GENERAL REQUIREMENTS** **SCOPE OF WORK APPENDIX A** **Detailed project schedule with all tasks, deliverables, durations, and completion timeframes**	**REQUIREMENT NOT MET**	Pages 8–11 provide monthly hour estimates and a weekly schedule grid. However, no specific project start date, mobilization timeline, or phased completion schedule is provided. The schedule lacks defined milestones and durations for transition activities.
Page #4 of RFP **II. GENERAL REQUIREMENTS** **SCOPE OF WORK APPENDIX A** • **PROJECT APPROACH AND METHODOLOGY** 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward. 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section. 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion. 4. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner shall be included in the proposal	**REQUIREMENT NOT MET**	Ongoing service schedules are mentioned, but a formal mobilization/transition timeline is absent.

QUALIFICATIONS & EXPERIENCE		
Requirement	**Status**	**Finding / Notes**
Page #5 of RFP **II. GENERAL INSTRUCTIONS** • **QUALIFICATIONS AND EXPEREINCE OF FIRM:** **Corporation info: name, corporate address, state of incorporation, date of incorporation, officer names**	**REQUIREMENT NOT MET**	CCS provides the legal name (CCS Facility Services - Orange County, Inc.), corporate address (990 S Broadway, Denver, CO 80209), founding year (1988), and officer names (Cameron Hall, Troy Coker, Bill King). However, the STATE OF INCORPORATION is never stated, and the exact DATE OF INCORPORATION (month/day/year) is not provided — only 'opened in 1988.'
Page # 5 of RFP **II. GENERAL INSTRUCTIONS** • **QUALIFICTIONS OF FIRM:** **List of current/previous contracts similar to Costa Mesa scope, including public agencies, scope description, length of service, and contact name/title/phone for each**	**REQUIERMENT NOT MET**	CCS provides client lists on pages 12, 15, and 16. However, phone numbers are missing for several references in the main client table (pages 12 and 15). The Company Profile & References form (page 32) lists five references with contact info, but the 16-agency table on page 15 lacks individual contact phone numbers and scope descriptions as required.

STAFFING		
Requirement	**Status**	**Finding / Notes**
PAGE #5 OF RFP **II. GENERAL INSTRUCTIONS** • **STAFFING** **List of individuals working on project with functions and anticipated hours of service**	**REQUIREMENT NOT MET**	Pages 19–24 list key management staff (Cameron Hall, Sebastian Pedreira, Erryn Moreno) with roles and estimated monthly hours. However, frontline staffing (the approximately 10 cleaners/supervisors assigned to City facilities) is not individually listed with names, functions, and hours as required. The RFP requires a list of individuals who will be working on this project.

Page # 5 of RFP **II. GENERAL INSTRUCTIONS:** • **STAFFING** **Resume for each designated individual**	**REQUIREMENT NOT MET**	Resumes are provided for Cameron Hall (p.22), Sebastian Pedreira (p.23), and Erryn Moreno (p.24). No resume is provided for Ernesto Flores, the assigned Supervisor, despite being a named key contact. The RFP requires resumes for all designated individuals.
Page #5 of RFP **II. GENERAL INSTRUCTIONS** • **STAFFING** **Named Assigned Supervisor with phone and email**	**REQUIREMENT NOT MET**	Ernesto Flores is listed as Supervisor (eflores@ccsbts.com, 949-239-5606). However, no resume for Flores is provided as required, and his qualifications are not described anywhere in the proposal.

FINANCIAL CAPACITY		
Requirement	**Status**	**Finding / Notes**
Page #6 of RFP **II. GENERAL INSTRUCTIONS:** • **FINANCIAL CAPACITY** **Copies of audited financials from the past three years**	**REQUIREMENT NOT MET**	No audited financial statements for any year are included in the proposal. This is an explicit RFP requirement: 'The City is concerned about the proposers' financial capability to perform and therefore is requesting copies of audited financials from the past three years.' This is a complete omission.

COST PROPOSAL		
Requirement	**Status**	**Finding / Notes**
PAGE #6 of RFP **II. GENERAL INSTRUCTIONS** • **COST PROPOSAL** **Proposal valid for minimum 180 days following submission**	**REQUIREMENT NOT MET**	No statement that the proposal is valid for 180 days appears anywhere in the CCS proposal. The RFP explicitly requires this statement.

GROUNDS FOR REJECTION OF AWARD TO CCS

We have clearly identified 15 Protest Points which certainly disqualify the proposal submitted by CCS and the award of the Janitorial Services contract to CCS must then be ruled null and void.

The last and final Protest Point I would like to raise is the scoring completed by Evaluator #1 as recorded in the CCS Evaluator Book (copy attached) As you can see there are three tabs for this file.

The first lab is labeled PROPOSAL EVALUATION

The second tab is labeled INTERVIEW EVALUATION

The third tab is labeled TOTAL SCORES

I would ask that you please review and compare the scoring of Evaluator #1 to both Evaluator #2 and #3 on both the Proposal Evaluation and Interview Evaluation tabs.

You will clearly see the blatant prejudice that Evaluator #1 had towards Executive Facilities Services, Inc. in ALL 4 categories in which the service providers were evaluated on both the Proposal Evaluation and Interview Evaluation tabs

Upon review of the Interview Evaluation sheet, you will see that in each of the 4 evaluation categories, Evaluator #1 gave Executive facilities Inc, the lowest score, which is not consistent with the scores posted by both Evaluator #2 and #3.

By removing the prejudicial scoring by Evaluator #1 from both the Proposal Evaluation and Interview Evaluation tabs, and the disqualification of CSS, Executive Facilities Services, Inc. should thus receive the recommendation of award for RFP 26-13 the Janitorial Services for City facilities for the City of Costa Mesa.

Respectfully,

Jim Ferraro

Owner

Executive Facilities Services, Inc.

APRIL 28, 2025 DENVER, CO WORKSITE ENFORCEMENT

ICE Denver levies over $8 million in fines on local businesses for employment violations

DENVER — U.S. Immigration and Customs Enforcement issued a notice of intent to fine three local businesses over $8 million following worksite audits that uncovered widespread employment eligibility violations.

The companies fined include:

- CCS Denver, Inc. – Fined $6,186,171 after a 100% substantive violation rate and evidence of knowingly hiring and employing at least 87 unauthorized workers.
- PBC Commercial Cleaning Systems, Inc. – Fined $1,599,510 for a 74% violation rate and a pattern of knowingly employing at least 12 unauthorized workers.
- Green Management Denver – Fined $270,195 after a 100% violation rate and identification of 44 unauthorized employees.

ICE Homeland Security Investigations' worksite enforcement efforts focus on ensuring businesses comply with federal employment laws, primarily through I-9 audits, civil penalties, and criminal prosecution where applicable.

> "The employment of unauthorized workers undermines the integrity of our immigration system and puts law-abiding employers at a disadvantage," said Special Agent in Charge Steve Cagen. "These penalties reinforce our commitment to uphold the law and promote a culture of compliance."

HSI uses a three-prong approach to worksite enforcement:

1. Compliance – through I-9 inspections, civil fines, and debarment referrals.
2. Enforcement – through the criminal arrest of employers and administrative arrest of unauthorized workers.
3. Outreach – through the HSI Mutual Agreement between Government and Employers (IMAGE) program to foster accountability and legal hiring practices.

Updated: 04/29/2025

City of Costa Mesa
Bid Results for Project Janitorial Services For City Facilities (RFP No. 26-13)
Issued on 02/10/2026
Bid Due on March 11, 2026 2:00 PM (PDT)
Exported on 03/11/2026

	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3	TOTAL	RFP FACILITATOR	TOTALS
35			**PROJECT APPROACH & METHODOLOGY**			
Base Hill	4	3	3	**10**		**350**
CCS Facility Services	5	4	3	**12**		**420**
Coast 2 Coast Preservations	4	2	3	**9**		**315**
Executive Facilities Services	3	4	3	**10**		**350**
MasterCorp Commercial Services	5	4	3	**12**		**420**
Omni Enterprise	4	2	3	**9**		**315**
Santa Fe Janitorial Maintenance	4	2	3	**9**		**315**
Uniserve Facilities Services	4	3	4	**11**		**385**
30			**QUALIFICATIONS & EXPERIENCE OF THE FIRM**			
Base Hill	4	3	2	**9**		**270**
CCS Facility Services	4	4	4	**12**		**360**
Coast 2 Coast Preservations	2	1	3	**6**		**180**
Executive Facilities Services	3	5	4	**12**		**360**
MasterCorp Commercial Services	4	3	3	**10**		**300**
Omni Enterprise	4	3	3	**10**		**300**
Santa Fe Janitorial Maintenance	4	3	2	**9**		**270**
Uniserve Facilities Services	3	2	4	**9**		**270**
25			**STAFFING**			
Base Hill	4	3	3	**10**		**250**
CCS Facility Services	5	5	3	**13**		**325**
Coast 2 Coast Preservations	3	3	3	**9**		**225**
Executive Facilities Services	2	4	4	**10**		**250**
MasterCorp Commercial Services	5	3	3	**11**		**275**
Omni Enterprise	3	1	3	**7**		**175**
Santa Fe Janitorial Maintenance	4	3	3	**10**		**250**
Uniserve Facilities Services	3	2	3	**8**		**200**
10			**COST**			
Base Hill					4	**40**
CCS Facility Services					5	**50**
Coast 2 Coast Preservations					5	**50**
Executive Facilities Services					5	**50**
MasterCorp Commercial Services					5	**50**
Omni Enterprise					5	**50**
Santa Fe Janitorial Maintenance					5	**50**
Uniserve Facilities Services					3	**30**

PROPOSERS	SCORES	RANK
Base Hill	910	
CCS Facility Services	**1155**	**1**
Coast 2 Coast Preservations	770	
Executive Facilities Services	**1010**	**3**
MasterCorp Commercial Services	**1045**	**2**
Omni Enterprise	840	
Santa Fe Janitorial Maintenance	885	
Uniserve Facilities Services	885	

City of Costa Mesa
Bid Results for Project Janitorial Services For City Facilities (RFP No. 26-13)
Issued on 02/10/2026
Bid Due on March 11, 2026 2:00 PM (PDT)
Exported on 03/11/2026

	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3	TOTAL	TOTALS	
30		**GRASP OF THE PROJECT**				
CCS Facility Services	4	5	4	**13**	**390**	30
Executive Facilities Services	3	5	4	**12**	**360**	30
MasterCorp Commercial Services	4	3	4	**11**	**330**	30
40		**APPROACH**				
CCS Facility Services	5	4	4	**13**	**520**	40
Executive Facilities Services	3	4	3	**10**	**400**	40
MasterCorp Commercial Services	5	3	4	**12**	**480**	40
20		**COMMUNICATION SKILLS**				
CCS Facility Services	5	3	4	**12**	**240**	20
Executive Facilities Services	2	4	4	**10**	**200**	20
MasterCorp Commercial Services	5	3	4	**12**	**240**	20
10		**QUALITY OF OVERALL INTERVIEW**				
CCS Facility Services	5	4	4	**13**	**130**	10
Executive Facilities Services	3	4	5	**12**	**120**	10
MasterCorp Commercial Services	5	3	4	**12**	**120**	10

PROPOSERS	SCORES	RANK
CCS Facility Services	1280	1
Executive Facilities Services	1080	3
MasterCorp Commercial Services	1170	2

City of Costa Mesa
Bid Results for Project Janitorial Services For City Facilities (RFP No. 26-13)
Issued on 02/10/2026
Bid Due on March 11, 2026 2:00 PM (PDT)
Exported on 03/11/2026

PROPOSERS	PROPOSAL SCORE	INTERVIEW SCORE	TOTALS
CCS Facility Services	1155	1280	2435
Executive Facilities Ser	1010	1080	2090
MasterCorp Commercia	1045	1170	2215

CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

FINANCE DEPARTMENT
PURCHASING

May 7, 2026

Via US Mail and Email *jferraro@execservices.biz]*
Executive Facilities Services, Inc.
Attn: Mr. Jim Ferraro, Owner
2201 E Winston Drive
Anaheim, CA 92806

Subject: Appeal of Bid Award - RFP No. 26-13 Janitorial Services for City Facilities

Dear Mr. Ferraro:

Please accept this letter in response to Executive Facilities Services, Inc.'s ("EFS") May 4, 2026, appeal and protest of the City's intent to award RFP No. 26-13 to CCS Facility Services – Orange County, Inc. ("CCS"). The Finance Department responds to each of your contentions as follows:

Executive Facilities Services Protest:

CCS provides extensive municipal experience and lists a DIR Registration (JS-LR-1001235067) and Costa Mesa Business License (HDL-29911). However, the DIR registration shown has an EXPIRATION DATE OF 3/21/2026 predating the proposal submission deadline of 3/11/2026 by only 10 days, with no renewed certificate provided. No California CSLB license is listed in the Company Profile form despite it being a required field.

City Summary Response:

The City confirmed on the Department of Industrial Relation (DIR) website that CCS is currently registered with the DIR through June 30, 2026. The requested janitorial services are considered a service trade and not construction related. Therefore, a CSLB license is not required under California law.

Executive Facilities Services Protest:

No section addressing pending or past claims, labor law violations, or formal notices to cure appears anywhere in the proposal. The RFP states failure to identify these may be grounds for rejection. CCS's proposal is completely silent on this required disclosure. PLEASE SEE ATTACHED DOCUMENT RELATING TO FINE BY ICE UPON CCS FOR EMPLOYMENT VIOLATIONS DATED APRIL 28, 2025

City Response:

The City received clarification from CCS Facility Services-Orange County, Inc. regarding the ICE notice of intent to fine dated April 28, 2025. Please see the attached email exchange dated May 6, 2026. In summary of that exchange, the notice that was posted on the ICE website was related to a notice of intent to fine the separate CCS entities listed in Denver regarding a routine I-9 audit that was conducted in 2019. The audit and settlement were specific to the Denver entities identified in the notice and were not affiliated with CCS Facility Services – Orange County, Inc. The clarification is acceptable in the sole discretion of the Finance Department. Please note that the "proposer" on this RFP is "CCS Facility Services – Orange County, Inc." not "CCS Denver, Inc."

Executive Facilities Services Protest:

DIR Registration No. JS-LR-1001235067 is included. However, the certificate shows an expiration date of 3/21/2026 -only 10 days after the proposal due date of 3/11/2026. No evidence of renewal for the contract period is provided. No acknowledgment, certification, or statement of compliance with prevailing wage laws (Appendix D) is included anywhere in the CCS proposal.

City Response:

CCS is registered with the DIR. Because CCS is registered, they must follow prevailing wage requirements. The sample Maintenance Services Agreement included in the RFP contains prevailing wage language and no modification requests to the section of the sample agreement were submitted in CCS' proposal.

Executive Facilities Services Protest:

The CCS proposal narrative section alone spans 25 pages (pages 1-25) before addenda, forms, and supporting documents. Including the Table of Contents, cover letter, and all narrative sections, the core proposal clearly exceeds the 25-page limit set by the RFP. The proposal uses various in font sizes throughout. Many section headers and body text elements appear smaller than 12: -point, particularly in tables on pages 8-9 and staffing tables on page 19. Full compliance with the 12-point minimum is unclear.

City Response:

As stated in the RFP, Section General Instructions & Provisions, No. 1 Proposal Format Guidelines: "Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines." The 25 typed pages and 12-point font size are guidelines and not specific requirements, and any deviations therefrom are non-substantive.

Executive Facilities Services Protest:

The cover letter is signed by Maryll Betzold, Director of Government Services. It is not clear she has binding authority. The individuals listed with written authorization to sign contracts on the Vendor Application are Cameron Hall (RVP), Bill King (COO), and Troy Coker (CEO) - Maryll Betzold is not among them. The cover letter signature does not constitute binding authority. The cover letter does not mention subcontractors. Subcontractors (West Coast Property Maintenance) are only addressed later in the Staffing section, not in the cover letter as required.

City Response:

The individual who prepares the proposal and signs the cover letter is at the discretion of the company submitting a proposal. The individuals identified in the Vendor Application form are those who are authorized to sign an agreement if awarded. CCS did not include sub-contractors in the cover sheet but referenced them in the staffing section and project approach section of their proposal.

Executive Facilities Services Protest:

Pages 8-11 provide monthly hour estimates and a weekly schedule grid. However, no specific project start date, mobilization timeline, or phased completion schedule is provided. The schedule lacks defined milestones and durations for transition activities. Ongoing service schedules are mentioned, but a formal mobilization/transition timeline is absent.

City Response:

The Evaluation Team are given a copy of the RFP and evaluation sheets referencing each evaluation criteria section with the page numbers found in the RFP. This section is reviewed and evaluated by the Evaluation Team independently. The team submits scores and comments to support their scores.

Executive Facilities Services Protest:

Ongoing service schedules are mentioned, but a formal mobilization/transition timeline is absent.

City Response:

Based on the RFP, Appendix A, Scope of Work the City did not request a formal mobilization/transition timeline.

Executive Facilities Services Protest:

CCS provides the legal name (CCS Facility Services - Orange County, Inc.), corporate address (990 S Broadway, Denver, CO 80209), founding year (1988), and officer names (Cameron Hall, Troy Coker, Bill King). However, the STATE OF INCORPORATION is never stated, and the exact DATE OF INCORPORATION (month/day/year) is not provided - only 'opened in 1988.' CCS provides client lists on pages 12, 15, and 16. However, phone numbers are missing for several references in the main client table (pages 12 and 15). The Company Profile & References form (page 32) lists five references with contact info, but the 16-agency table on page 15 lacks individual contact phone numbers and scope descriptions as required.

City Response:

The City verified that CCS Facility Services – Orange County, Inc. date of incorporation in California was April 22, 2013, and remains active. CCS completed and submitted the Company Profile & References Form. Any additional information relating to references is at the discretion of the Proposer.

Executive Facilities Services Protest:

Pages 19-24 list key management staff (Cameron Hall, Sebastian Pedreira, Erryn Moreno) with roles and estimated monthly hours. However, frontline staffing (the approximately 10 cleaners/supervisors assigned to City facilities) are not individually listed with names, functions, and hours as required. The RFP requires a list of individuals who will be working on this project. Resumes are provided for Cameron Hall (p.22), Sebastian Pedreira (p.23), and Erryn Moreno (p.24). No resume is provided for Ernesto Flores, the assigned Supervisor, despite being a named key contact. The RFP requires resumes for all designated individuals. Ernesto Flores is listed as Supervisor (eflores@ccsbts.com, 949-239-5606). However, no resume for Flores is provided as required, and his qualifications are not described anywhere in the proposal.

City Response:

Based on the RFP, Section General Instructions & Provisions, No. 1 Proposal Format Guidelines, Staffing, provide a list of individuals who will be working on this project and indicate the functions that each will perform and anticipate hours of service of each individual.' Include a resume for each designated individual. This language is standard in all City RFP(s) and would not be applicable to the janitorial services. CCS submitted the

primary contacts for all aspects of the work and identified the management staff and included their resumes. The assigned supervisor's name, phone number, and email address were submitted in the proposal as stated in the section referenced at the beginning of this paragraph.

Executive Facilities Services Protest:

No audited financial statements for any year are included in the proposal. This is an explicit RFP requirement: 'The City is concerned about the proposers' financial capability to perform and therefore is requesting copies of audited financials from the past three years.' This is a complete omission.

City Response:

CCS did include copies of audit financials from the past three years in their proposal. The financials were stamped confidential and therefore have been redacted/removed pursuant to Government Code section 7927.605 (a) (corporate financial records, corporate proprietary information including trade secrets) consistent with the directions of the RFP.

Executive Facilities Services Protest:

No statement that the proposal is valid for 180 days appears anywhere in the CCS proposal. The RFP explicitly requires this statement.

City Response:

Based on the RFP, Section General Instructions & Provisions, No. 1 Proposal Format Guidelines, Cost Proposal, Valid cost for a minimum of 180 days is standard language. The City does not require the statement to be included in the cost proposal.

Executive Facilities Services Protest:

The last and final Protest Point I would like to raise is the scoring completed by Evaluator #1 as recorded in the CCS Evaluator Book (copy attached) As you can see there are three tabs for this file.

- *The first lab is labeled PROPOSAL EVALUATION*
- *The second tab is labeled INTERVIEW EVALUATION*
- *The third tab is labeled TOTAL SCORES*

I would ask that you please review and compare the scoring of Evaluator #1 to both Evaluator #2 and #3 on both the Proposal Evaluation and Interview Evaluation tabs. You will clearly see the blatant prejudice that Evaluator #1 had towards Executive Facilities Services, Inc. in ALL 4 categories in which the service providers were evaluated on both

the Proposal Evaluation and Interview Evaluation tabs. Upon review of the Interview Evaluation sheet, you will see that in each of the 4 evaluation categories, Evaluator #1 gave Executive Facilities Inc the lowest score, which is not consistent with the scores posted by both Evaluator #2 and #3. By removing the prejudicial scoring by Evaluator #1 from both the Proposal Evaluation and Interview Evaluation tabs, and the disqualification of CSS, Executive Facilities Services, Inc. should thus receive the recommendation of award for RFP 26-13 the Janitorial Services for City facilities for the City of Costa Mesa.

City Response:

The top three ranked proposers based on the evaluation of the proposals were: 1. CCS Facility Services-Orange Count, Inc.; 2. MasterCorp Commercial Services; and 3. Executive Facilities Services. Executive Facilities Services received Average, Above Average and Exceptional scores in the proposal and interview evaluations. However, Below Average scores were received for staffing in the evaluation phase and for communication skills in the interview. The evaluator provided comments to support the scores. If Average scores were received for staffing and communication skills, Executive Facilities would still be ranked at number three.

PROPOSAL SCORES

PROPOSERS	SCORES	RANK
CCS Facility Services	**1155**	**1**
MasterCorp Commercial Services	**1045**	**2**
Executive Facilities Services	**1035**	**3**

INTERVIEW SCORES

PROPOSERS	SCORES	RANK
CCS Facility Services	1280	1
MasterCorp Commercial Services	1170	2
Executive Facilities Services	1100	3

TOTAL SCORES

PROPOSERS	PROPOSAL SCORES	INTERVIEW SCORES	TOTALS
CCS Facility Services	1155	1280	2435
MasterCorp Commercial Services	1045	1170	2215
Executive Facilities Services	1010	1080	2090

CONCLUSION

Thank you for bringing these items to the City's attention. However, for each of the reasons stated above, the appeal and protest filed by EFS is denied. This decision may be appealed to the City Council. Any appeal must be filed with the City Clerk within **seven (7) days** from the date of this letter, and must conform to the requirements of Title 2, Chapter IX of the Costa Mesa Municipal Code. Please be advised that the proposed contract award will be considered by the City Council at its meeting on **May 19, 2026**. Therefore, for purposes of scheduling, we request that you notify the Finance Department immediately if you intend to appeal this decision to the City Council.

Sincerely,

Cecilia Gallardo-Daly
City Manager, Costa Mesa

cc: Raja Sethuraman, City of Costa Mesa, Public Works Director
Patrick Bauer, City of Costa Mesa, Deputy Director of Public Works
Maryll Betzold, CSS Facility Services, Director, Government Services
Cecilia Gallardo-Daly, City of Costa Mesa, City Manager
Kimberly Hall Barlow, Jones & Mayor, City of Costa Mesa, City Attorney
Mark Khou, City of Costa Mesa, Budget & Purchasing Manager
Cathleen Serrano, City of Costa Mesa, Finance Officer

Attachments: May 6, 2026, emails between S Urueta and R Bunn

URUETA, STEPHANIE

From: Ryan Bunn <rbunn@ccsbts.com>
Sent: Wednesday, May 6, 2026 12:54 PM
To: URUETA, STEPHANIE; SERRANO, CATHLEEN
Cc: Maryll Betzold; Cameron Hall
Subject: RE: RFP NO. 26-13 JANITORIAL SERVICES - FINDING

Stephanie,

Thank you for bringing this to our attention. We appreciate the opportunity to provide clarification regarding the posting referenced in the ICE notice of intent to fine notice dated April 28, 2025.

The notice referenced relates to a historical ICE I-9 audit involving CCS entities in Denver, Colorado, stemming from a routine audit initiated in 2019. The matter has since been resolved and settled with ICE under mutually agreeable terms. The findings primarily involved historical I-9 paperwork and administrative documentation errors associated with legacy paper-based processes and third-party electronic audit log issues. All of the penalties involved in this settlement are for paperwork errors, essentially errors or omissions on the I-9 form itself. Importantly, there were no allegations or findings that CCS knowingly employed individuals lacking work authorization.

The I-9 audit was initiated over seven years ago and involved the I-9 forms for employees at that time, many of which had been completed years before that when those employees were hired and is not a reflection of CCS current I-9 compliance program. The company did have some I-9 paperwork errors, particularly because a significant number of the I-9s audited at that time had been completed on paper. Many of the errors while subject to fine were very minor. For example, www.fragomen.com writing down the wrong issuing authority for a particular document, such as writing the Department of Justice rather than the Department of Homeland Security for particular documents, was the basis for alleged violations in several cases. Additionally, a significant number of the alleged violations were because the electronic I-9 system provided by a well-known third-party vendor, used by CCS at the time the audit was initiated, provided incorrect audit logs that mistakenly appeared to show that CCS HR representatives had taken certain actions on the employee portion of the I-9 form.

Additionally, the audit and settlement were specific to the Denver entities identified in the notice and were not affiliated with CCS Facility Services – Orange County, Inc. or our Orange County operations.

Since the time of the initial audit, CCS has significantly enhanced its compliance processes and implemented robust I-9 compliance procedures and systems to ensure ongoing adherence with all applicable employment verification requirements. This includes the implementation of a new best-in-class Human Capital Management (HCM) platform, Workday, to support standardized onboarding, electronic I-9 administration, audit tracking, and ongoing compliance management across the organization.

Please let me know if you require any additional information or supporting documentation. I would also be happy to discuss further by phone at your convenience.

Best regards,

RYAN BUNN
VICE PRESIDENT, BUSINESS DEVELOPMENT
Cell 310.299.6698
rbunn@ccsbts.com

CCSBTS.COM

connect with us

CCS FACILITY SERVICES

Smart Tech Smarter Teams Seamless Service

From: Ryan Bunn
Sent: Wednesday, May 6, 2026 12:29 PM
To: STEPHANIE.URUETA@costamesaca.gov; CSERRANO@costamesaca.gov
Cc: Maryll Betzold <mbetzold@ccsbts.com>; Cameron Hall <chall@ccsbts.com>
Subject: RE: RFP NO. 26-13 JANITORIAL SERVICES - FINDING

Stephanie,

Hope you are doing well. I just tried to call your phone number to discuss the attachment that you provided along with getting a better understanding of the information you need regarding clarification.

The notice that was posted on the ICE website was related to a notice of intent to fine the CCS entities listed in Denver regarding a routine I-9 audit that was conducted in 2019. I am happy to provide any additional information and context as this has been settled. Please note that this was not affiliated to Orange County business – CCS Facility Services – Orange County, Inc.

Please call me at 310-299-6698 so that I may provide the specific clarification related posting.

Best regards,

From: URUETA, STEPHANIE <STEPHANIE.URUETA@costamesaca.gov>
Sent: Wednesday, May 6, 2026 12:12 PM
To: Maryll Betzold <mbetzold@ccsbts.com>
Cc: SERRANO, CATHLEEN <CSERRANO@costamesaca.gov>
Subject: RFP NO. 26-13 JANITORIAL SERVICES - FINDING
Importance: High

CAUTION: This email originated from outside of CCS Facility Services. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

The attached finding was not disclosed in CCS Facility Services proposal. Please provide immediate clarification.

The city is requesting a response no later than 1pm today.

Your immediate response is appreciated.

Thank you,

Stephanie Urueta
Buyer (714) 754-5305
stephanie.urueta@costamesaca.gov
77 Fair Drive | Costa Mesa |CA 92626

PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS EMAIL. THANK YOU!

This e-mail transmission, as well as any attached documents, is intended for the exclusive use of the individual or entity to whom it is addressed and may contain confidential information that is covered by the Electronic Communications Privacy Act (18 USC Sections 2510-2521). If you are not the intended recipient (or an employee or agent responsible for delivering this e-mail to the intended recipient), you are hereby notified that any copying, disclosure or distribution of this information is strictly prohibited.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report any suspicious activities to the Information Technology Department.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report any suspicious activities to the Information Technology Department.

RUTAN
RUTAN & TUCKER, LLP

Alan B. Fenstermacher
Direct Dial: (714) 641-3452
E-mail: afenstermacher@rutan.com

May 13, 2026

VIA E-MAIL AND HAND DELIVERY

Honorable Mayor and City Council
City of Costa Mesa
77 Fair Drive,
Costa Mesa, CA 92626
cityclerk@costamesaca.gov
citycouncil@costamesaca.gov

Brenda Green
City Clerk
City of Costa Mesa
77 Fair Drive,
Costa Mesa, CA 92626
brenda.green@costamesaca.gov

Re: RFP NO. 26-13 Janitorial Services for City Facilities
Appeal of Denial of Bid Protest

Dear City Clerk & Honorable Mayor and City Council:

This office represents Executive Facilities Services, Inc. ("EFS"), one of the eight responders to the City of Costa Mesa's ("City") above-referenced Request for Proposals ("RFP") for Professional Custodial/Janitorial Services. EFS has been the janitorial service provider for the City since 2021.

On May 7, 2026, EFS received the City's denial of EFS's appeal and protest of the notice of intent to award the contract ("Contract") to CCS Facility Services – Orange County, Inc. The purpose of this letter is to formally appeal the City Manager's denial of EFS's appeal and protest of the RFP to the City Council, pursuant to Title 2, Chapter IX of the Costa Mesa Municipal Code ("CMMC").[1] This letter focuses on of the most significant oversights, however, EFS's protest letter dated May 4, 2026 is attached hereto as Exhibit A and is incorporated by reference into this letter, as if fully set forth herein.

First, CCS cannot be the lowest responsible bidder because it failed to disclose past violations of federal law in its RFP materials. (CMMC § 2-167(e) [contracts may only be awarded to responsible bidders]; Pub. Contract Code § 1103 ["'Responsible bidder,' as used in this part, means ***a bidder who has demonstrated the attribute of trustworthiness***, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract."].) Here, CCS failed to disclose the fact that it was fined over $6 million by U.S. Immigration and Customs Enforcement ("ICE") in 2025 for willful violations of federal labor laws. As set forth by ICE, CCS knowingly hired at least 87 unauthorized workers.[2]

[1] The appeal fee of $3,825 is enclosed with this letter, based on the version of the City's Master Fee Schedule available online. Please inform this office immediately if there are any other procedural requirements for this appeal.

[2] The U.S. Immigration and Customs Enforcement press release is attached hereto as Exhibit B.

In response to these violations coming to light, CCS has taken the position that those violations were specific to its Denver entities and therefore unrelated to its Orange County operations. This position is plainly inconsistent with how CCS holds itself out to the marketplace. As explained on its own website, "CCS Facility Services stands as one of the largest building services contractors in the United States, offering expert janitorial and facility engineering services to thousands of commercial businesses across 13 states with a highly experienced team."[3] CCS clearly holds itself out to the public as an integrated facility services company with thousands of employees across its various offices. Similarly, CCS lists each of its locations under a single tab on its website, making no distinction between its Orange County and Denver offices.[4] It would be nonsensical to allow CCS to tout its nationwide experience and capacities to improve its standing in the competitive bidding process, yet hide behind corporate form when faced with wrongdoing.

Additionally, in 2022, the U.S. Equal Employment Opportunity Commission ("EEOC") found reasonable cause to believe that CCS failed in its obligation to provide a workplace free from unlawful harassment and discrimination and, in so doing, violated Title VII of the Civil Rights Act of 1964.[5] There, CCS entered into a pre-litigation settlement with the EEOC to resolve claims made by a Latina janitor that she suffered sexual comments, unwelcome touching and other unwanted sexual conduct by her direct supervisor for well over a year, despite making multiple complaints. In connection with this settlement, CCS agreed "to update its policies and procedures for the future: provide an alternative, anonymous complaint reporting process for employees; promptly respond to and investigate complaints of harassment and discrimination; and provide training for employees in the state of Washington."

Both of these material omissions are violations of both the RFP Rules and the requirements in the CMMC, and therefore, CCS cannot be awarded the Contract.

Finally, in denying EFS's initial protest, the City appears to have overlooked the significant scoring discrepancies identified in EFS's May 4, 2026 protest and appeal. Despite routinely receiving top scores from Evaluators 2 and 3, EFS placed third overall, largely the result of Evaluator 1's scores.[6] For example, in the Qualifications & Experience of the Firm category, Evaluator 1 scored EFS as a 3 while the other two Evaluators scored EFS as a 5 and 4 respectively. The same trend held in the Staffing and Communication Skills categories where Evaluator 1 scored EFS a full two points lower than Evaluator 2 and 3. Ultimately, Evaluator 1 scored EFS lower than Evaluator 2 or 3 on five of the eight categories, only having the same score as another Evaluator on the remaining three categories. Notably, Evaluator 1 also scored the other two finalists significant higher than Evaluators 2 and 3 did. This indicates potential irregularities in

[3] https://ccsbts.com/about-us/
[4] https://ccsbts.com/locations/
[5] A copy of the EEOC's press release is attached hereto as Exhibit C.
[6] The bid results for the RFP provided to EFS are attached hereto as Exhibit D.

the process, whether inexperience on the part of Evaluator 1 or bias against EFS. Had EFS been graded consistently by all scorers—and with CCS's disqualification—it would have easily placed first, given that its average scores from Evaluators 2 and 3 are both higher than the remaining bidder's overall score. The equitable solution here would be to reject all bids, and re-issue the RFP with different evaluators.

EFS has successfully provided the precise types of services called for in the RFP to public agencies all over the State of California for twenty years, including the City specifically for 5 years. There have been no negative experiences, feedback, or reviews during EFS's tenure at the City. Clearly, this is not a situation where the lowest cost provider is a small or inexperienced company, but in fact the opposite – EFS's response to the RFP provides the lowest cost from a provider with robust experience that can stand easily behind its proposal. As a result, there is no reason to discount EFS when it provides the City and its taxpayers with the best financial value. Given the paramount concern of protecting the public fisc, EFS should be awarded the Contract.

EFS is not submitting this protest to ask that the City award EFS the Contract, but instead, respectfully requests that the City rebid the Contract, or at least rescore the proposals submitted with the foregoing in mind. Thank you for your consideration.

Sincerely,

RUTAN & TUCKER, LLP

Alan B. Fenstermacher

Submitted on behalf, and as a representative of, protestor:
Jim Ferraro, Executive Facilities Services, Inc.
6865 Weaver Street
Riverside, CA 92504
(844) 780-2626

Exhibit A

May 4, 2026

Ms. Stephanie Urueta
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Ms. Urueta:

Please be advised that Executive Facilities Services, Inc via this document is submitting for consideration a formal protest to awarding of RFP 26-13 for Janitorial Services for City Facilities.

The following is the language from RFP 26-13 regarding the submission of a Protest:

II. General Instructions and Provisions:

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals accepted pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

- The Proposer shall file the written notice of appeal with the Purchasing Officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the City Council at the next available council meeting.

1. This written notice of appeal is being submitted on May 4, 2026, which is at least ten (10) working days prior to the proposal award date of May 19, 2026.

2. The following pages will include specifics as to the nature of each protest point

3. Additional documentation is also being supplied to support our appeal.

As stated in section 5. In the fourth bullet point, the purchasing officer will respond in writing to the Proposer within five (5) working days.

- The following are Protest points that Executive Facilities Services, Inc. are submitting for consideration
- The following table presents each RFP requirement and CCS's compliance status. Requirements are grouped by section as presented in the RFP.

MINIMUM REQUIREMENTS		
Requirement	**Status**	**Finding / Notes**
PAGE #3 OF RFP **PROPOSERS MINIMUM REQUIREMENTS** **A. Similar facility experience & evidence of current licensing/permits**	**REQUIREMENT NOT MET**	CCS provides extensive municipal experience and lists a DIR Registration (JS-LR-1001235067) and Costa Mesa Business License (HDL-29911). However, the DIR registration shown has an EXPIRATION DATE OF 3/21/2026 — predating the proposal submission deadline of 3/11/2026 by only 10 days, with no renewed certificate provided. No California CSLB license is listed in the Company Profile form despite it being a required field.
Page #3 of RFP **PROPOSERS MINIMUM REQUIREMENT:** **B. Disclose pending/past claims, labor law violations, formal notices to cure within last 5 years**	**REQUIREMENT NOT MET**	No section addressing pending or past claims, labor law violations, or formal notices to cure appears anywhere in the proposal. The RFP states failure to identify these may be grounds for rejection. CCS's proposal is completely silent on this required disclosure. **PLEASE SEE ATTACHED DOCUMENT RELATING TO FINE BY ICE UPON CCS FOR EMPLOYMENT VIOLATIONS DATED APRIL 28, 2025**
Page #4 of RFP	**REQUIREMENT**	DIR Registration No. JS-LR-1001235067 is included. However, the certificate shows

PROPOSERS MINIMUM REQUIREMENT: **D. Registered with DIR (Department of Industrial Relations)**	**NOT MET**	an expiration date of 3/21/2026 — only 10 days after the proposal due date of 3/11/2026. No evidence of renewal for the contract period is provided.
Page # 4 RFP **PROPOSERS MINIMUM REQUIREMENT** **E. Abide by prevailing wage laws (Appendix D)**	**REQUIREMENT NOT MET**	No acknowledgment, certification, or statement of compliance with prevailing wage laws (Appendix D) is included anywhere in the CCS proposal.

PROPOSAL FORMAT		
Requirement	**Status**	**Finding / Notes**
Page #4 of RFP **II. GENERAL INSTRUCTIONS:** **PROPOSAL FORMAT GUIDELINES:** **25-page limit (excluding resumes and pricing forms)**	**REQUIREMENT NOT MET**	The CCS proposal narrative section alone spans 25 pages (pages 1–25) before addenda, forms, and supporting documents. Including the Table of Contents, cover letter, and all narrative sections, the core proposal clearly exceeds the 25-page limit set by the RFP.
Page #4 of RFP **PROPOSAL FORMAT GUIDELINES** • **12-point font size**	**REQUIREMENT NOT MET**	The proposal uses varying font sizes throughout. Many section headers and body text elements appear smaller than 12-point, particularly in tables on pages 8–9 and staffing tables on page 19. Full compliance with the 12-point minimum is unclear.
Page #4 of RFP	**REQUIREMENT NOT MET**	The cover letter is signed by Maryll Betzold, Director of Government Services. It is not clear she has binding authority. The individuals listed with written

PROPOSAL FORMAT GUIDELINES • **COVER LETTER** **Cover letter signed by individual authorized to bind the Contractor**		authorization to sign contracts on the Vendor Application are Cameron Hall (RVP), Bill King (COO), and Troy Coker (CEO) — Maryll Betzold is not among them. The cover letter signature does not constitute binding authority.
Page #4 of RFP **PROPOSAL FORMAT GUIDELINES** • **COVER LETTER** **Include proposed working relationship among agency and subcontractors**	**REQUIREMENT NOT MET**	The cover letter does not mention subcontractors. Subcontractors (West Coast Property Maintenance) are only addressed later in the Staffing section, not in the cover letter as required.

PROJECT APPROACH & METHODOLOGY		
Requirement	**Status**	**Finding / Notes**
Page #4 of RFP **II. GENERAL REQUIREMENTS** **SCOPE OF WORK APPENDIX A** **Detailed project schedule with all tasks, deliverables, durations, and completion timeframes**	**REQUIREMENT NOT MET**	Pages 8–11 provide monthly hour estimates and a weekly schedule grid. However, no specific project start date, mobilization timeline, or phased completion schedule is provided. The schedule lacks defined milestones and durations for transition activities.
Page #4 of RFP **II. GENERAL REQUIREMENTS** **SCOPE OF WORK APPENDIX A** • **PROJECT APPROACH AND METHODOLOGY** 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward. 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section. 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion. 4. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner shall be included in the proposal	**REQUIREMENT NOT MET**	Ongoing service schedules are mentioned, but a formal mobilization/transition timeline is absent.

QUALIFICATIONS & EXPERIENCE		
Requirement	**Status**	**Finding / Notes**
Page #5 of RFP **II. GENERAL INSTRUCTIONS** • **QUALIFICATIONS AND EXPEREINCE OF FIRM:** **Corporation info: name, corporate address, state of incorporation, date of incorporation, officer names**	**REQUIREMENT NOT MET**	CCS provides the legal name (CCS Facility Services - Orange County, Inc.), corporate address (990 S Broadway, Denver, CO 80209), founding year (1988), and officer names (Cameron Hall, Troy Coker, Bill King). However, the STATE OF INCORPORATION is never stated, and the exact DATE OF INCORPORATION (month/day/year) is not provided — only 'opened in 1988.'
Page # 5 of RFP **II. GENERAL INSTRUCTIONS** • **QUALIFICTIONS OF FIRM:** **List of current/previous contracts similar to Costa Mesa scope, including public agencies, scope description, length of service, and contact name/title/phone for each**	**REQUIERMENT NOT MET**	CCS provides client lists on pages 12, 15, and 16. However, phone numbers are missing for several references in the main client table (pages 12 and 15). The Company Profile & References form (page 32) lists five references with contact info, but the 16-agency table on page 15 lacks individual contact phone numbers and scope descriptions as required.

STAFFING		
Requirement	**Status**	**Finding / Notes**
PAGE #5 OF RFP **II. GENERAL INSTRUCTIONS** • **STAFFING**	**REQUIREMENT NOT MET**	Pages 19–24 list key management staff (Cameron Hall, Sebastian Pedreira, Erryn Moreno) with roles and estimated monthly hours. However, frontline staffing (the approximately 10 cleaners/supervisors assigned to City facilities) is not

List of individuals working on project with functions and anticipated hours of service		individually listed with names, functions, and hours as required. The RFP requires a list of individuals who will be working on this project.
Page # 5 of RFP **II. GENERAL INSTRUCTIONS:** • **STAFFING** **Resume for each designated individual**	**REQUIREMENT NOT MET**	Resumes are provided for Cameron Hall (p.22), Sebastian Pedreira (p.23), and Erryn Moreno (p.24). No resume is provided for Ernesto Flores, the assigned Supervisor, despite being a named key contact. The RFP requires resumes for all designated individuals.
Page #5 of RFP **II. GENERAL INSTRUCTIONS** • **STAFFING** **Named Assigned Supervisor with phone and email**	**REQUIREMENT NOT MET**	Ernesto Flores is listed as Supervisor (eflores@ccsbts.com, 949-239-5606). However, no resume for Flores is provided as required, and his qualifications are not described anywhere in the proposal.

FINANCIAL CAPACITY		
Requirement	**Status**	**Finding / Notes**
Page #6 of RFP **II. GENERAL INSTRUCTIONS:** • **FINANCIAL CAPACITY** **Copies of audited financials from the past three years**	**REQUIREMENT NOT MET**	No audited financial statements for any year are included in the proposal. This is an explicit RFP requirement: 'The City is concerned about the proposers' financial capability to perform and therefore is requesting copies of audited financials from the past three years.' This is a complete omission.

COST PROPOSAL		
Requirement	**Status**	**Finding / Notes**
PAGE #6 of RFP **II. GENERAL INSTRUCTIONS**	**REQUIREMENT NOT MET**	No statement that the proposal is valid for 180 days appears anywhere in the CCS

• **COST PROPOSAL** **Proposal valid for minimum 180 days following submission**		proposal. The RFP explicitly requires this statement.

GROUNDS FOR REJECTION OF AWARD TO CCS

We have clearly identified 15 Protest Points which certainly disqualify the proposal submitted by CCS and the award of the Janitorial Services contract to CCS must then be ruled null and void.

The last and final Protest Point I would like to raise is the scoring completed by Evaluator #1 as recorded in the CCS Evaluator Book (copy attached) As you can see there are three tabs for this file.

The first lab is labeled PROPOSAL EVALUATION

The second tab is labeled INTERVIEW EVALUATION

The third tab is labeled TOTAL SCORES

I would ask that you please review and compare the scoring of Evaluator #1 to both Evaluator #2 and #3 on both the Proposal Evaluation and Interview Evaluation tabs.

You will clearly see the blatant prejudice that Evaluator #1 had towards Executive Facilities Services, Inc. in ALL 4 categories in which the service providers were evaluated on both the Proposal Evaluation and Interview Evaluation tabs

Upon review of the Interview Evaluation sheet, you will see that in each of the 4 evaluation categories, Evaluator #1 gave Executive Facilities Inc, the lowest score which is not consistent with the scores posted buy both Evaluator #2 and #3.

By removing the prejudicial scoring by Evaluator #1 from both the Proposal Evaluation and Interview Evaluation tabs, and the disqualification of CSS, Executive Facilities Services, Inc. should thus receive the recommendation of award for RFP 26-13 the Janitorial Services for City facilities for the City of Costa Mesa.

Respectfully,

Jim Ferraro

Owner

Executive Facilities Services, Inc.

Exhibit B

An official website of the United States government

Official websites use .gov
A **.gov** website belongs to an official government organization in the United States.

Secure .gov websites use HTTPS
A **lock** (🔒) or **https://** means you've safely connected to the .gov website. Share sensitive information only on official, secure websites.

En Español Contact Us Quick Links

U.S. Immigration and Customs Enforcement

Search

Call 1-866-DHS-2-ICE Report Crime

ICE NEWSROOM

APRIL 28, 2025 • DENVER, CO • WORKSITE ENFORCEMENT

ICE Denver levies over $8 million in fines on local businesses for employment violations

DENVER — U.S. Immigration and Customs Enforcement issued a notice of intent to fine three local businesses over $8 million following worksite audits that uncovered widespread employment eligibility violations.

The companies fined include:

- CCS Denver, Inc. – Fined $6,186,171 after a 100% substantive violation rate and evidence of knowingly hiring and employing at least 87 unauthorized workers.
- PBC Commercial Cleaning Systems, Inc. – Fined $1,599,510 for a 74% violation rate and a pattern of knowingly employing at least 12 unauthorized workers.
- Green Management Denver – Fined $270,195 after a 100% violation rate and identification of 44 unauthorized employees.

ICE Homeland Security Investigations' worksite enforcement efforts focus on ensuring businesses comply with federal employment laws, primarily through I-9 audits, civil penalties, and criminal prosecution where applicable.

> "The employment of unauthorized workers undermines the integrity of our immigration system and puts law-abiding employers at a disadvantage," said Special Agent in Charge Steve Cagen. "These penalties reinforce our commitment to uphold the law and promote a culture of compliance."

HSI uses a three-prong approach to worksite enforcement:

1. Compliance – through I-9 inspections, civil fines, and debarment referrals.
2. Enforcement – through the criminal arrest of employers and administrative arrest of unauthorized workers.
3. Outreach – through the HSI Mutual Agreement between Government and Employers (IMAGE) program to foster accountability and legal hiring practices.

Updated: 04/29/2025

MEDIA INQUIRIES

For media inquiries about ICE activities, operations, or policies, contact the ICE Office of Public Affairs at ICEMedia@ice.dhs.gov.

ICE.gov
An official website of the U.S. Department of Homeland Security

About ICE
Accessibility
FOIA Requests
Privacy Policy
DHS.gov
Archive
No FEAR Act Data
Site Links
Performance Reports
Inspector General
The White House
DHS Components
USA.gov

NTAS
NATIONAL TERRORISM ADVISORY SYSTEM
NO CURRENT ADVISORIES

Exhibit C

Press Release
12-22-2022

EEOC and CCS Facility Services Conciliate Sexual Harassment Finding

Latina Janitor Suffered Physical and Verbal Abuse by Supervisor, Federal Agency Charges

RENTON, Wash. – CCS Facility Services, Inc. has agreed to provide payment and furnish other relief to resolve a sexual harassment complaint filed with the U.S. Equal Employment Opportunity Commission (EEOC), the agency announced today.

The Latina janitor who filed the charge with the EEOC alleged that she suffered sexual comments, unwelcome touching and other unwanted sexual conduct by her direct supervisor for well over a year, despite making multiple complaints.

Following an extensive investigation, the EEOC found reasonable cause to believe the company failed in its obligation to provide a workplace free from unlawful harassment and discrimination and, in so doing, violated Title VII of the Civil Rights Act of 1964.

Through the EEOC's conciliation process, CCS Facility Services has voluntarily entered into a pre-litigation settlement. As part of this settlement, the company agreed to pay a monetary sum to the janitorial worker and to update its policies and procedures for the future: provide an alternative, anonymous complaint reporting process for employees; promptly respond to and investigate complaints of

harassment and discrimination; and provide training for employees in the state of Washington. In addition, CCS Facility Services will provide periodic updates and reports to EEOC for a term of four years.

“There is no justification for failing to take action once a company becomes aware of allegations of sexual harassment, particularly when the alleged harasser is a supervisor,” said Elizabeth Cannon, director of the EEOC’s Seattle Field Office. “We commend CSS Facility Services for participating in the conciliation process and taking these initial steps to protect employees in the state of Washington from unlawful harassment and discrimination.”

According to **https://ccsbts.com (https://ccsbts.com)** , CCS Facility Services, Inc., is an integrated facility services company headquartered in Denver, with thousands of cleaning and building engineering professionals across the United States, including in the state of Washington.

More information about sexual harassment can be found at **https://www.eeoc.gov/sexual-harassment (https://www.eeoc.gov/sexual-harassment)** .

The EEOC’s Seattle Field Office has jurisdiction over Western Washington.

The EEOC advances opportunity in the workplace by enforcing federal laws prohibiting employment discrimination. More information is available at **www.eeoc.gov (http://www.eeoc.gov)** . Stay connected with the latest EEOC news by subscribing to our **email updates (https://public.govdelivery.com/accounts/USEEOC/subscriber/new)** .

Recent Press Releases from the Seattle Field Office

Builders FirstSource to Pay $26,000 to Settle EEOC Disability and Age Discrimination Lawsuit (https://www.eeoc.gov/newsroom/builders-firstsource-pay-26000-settle-eeoc-disability-and-age-discrimination-lawsuit)

EEOC Sues Little Caesars Franchise for Racial Harassment and Retaliation (https://www.eeoc.gov/newsroom/eeoc-sues-little-caesars-franchise-racial-harassment-and-retaliation)

Logic Staffing to Pay $217,500 in EEOC Religious Discrimination, Retaliation Lawsuit (https://www.eeoc.gov/newsroom/logic-staffing-pay-217500-eeoc-religious-discrimination-retaliation-lawsuit)

Recent Press Releases on the Subject of Sexual Harassment, Retaliation

Sofidel to Pay $80,000 in EEOC Sex Discrimination, Retaliation Lawsuit (https://www.eeoc.gov/newsroom/sofidel-pay-80000-eeoc-sex-discrimination-retaliation-lawsuit)

EEOC Sues Cannabis Company for Sexual Harassment (https://www.eeoc.gov/newsroom/eeoc-sues-cannabis-company-sexual-harassment)

Justin Vineyards & Winery and The Wonderful Company to Pay $1.49 Million in EEOC Sexual Harassment Suit (https://www.eeoc.gov/newsroom/justin-vineyards-winery-and-wonderful-company-pay-149-million-eeoc-sexual-harassment-suit)

Exhibit D

City of Costa Mesa
Bid Results for Project Janitorial Services For City Facilities (RFP No. 26-13)
Issued on 02/10/2026
Bid Due on March 11, 2026 2:00 PM (PDT)
Exported on 03/11/2026

	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3	TOTAL	RFP FACILITATOR	TOTALS
35	**PROJECT APPROACH & METHODOLOGY**					
Base Hill	4	3	3	**10**		**350**
CCS Facility Services	5	4	3	**12**		**420**
Coast 2 Coast Preservations	4	2	3	**9**		**315**
Executive Facilities Services	3	4	3	**10**		**350**
MasterCorp Commercial Services	5	4	3	**12**		**420**
Omni Enterprise	4	2	3	**9**		**315**
Santa Fe Janitorial Maintenance	4	2	3	**9**		**315**
Uniserve Facilities Services	4	3	4	**11**		**385**
30	**QUALIFICATIONS & EXPERIENCE OF THE FIRM**					
Base Hill	4	3	2	**9**		**270**
CCS Facility Services	4	4	4	**12**		**360**
Coast 2 Coast Preservations	2	1	3	**6**		**180**
Executive Facilities Services	3	5	4	**12**		**360**
MasterCorp Commercial Services	4	3	3	**10**		**300**
Omni Enterprise	4	3	3	**10**		**300**
Santa Fe Janitorial Maintenance	4	3	2	**9**		**270**
Uniserve Facilities Services	3	2	4	**9**		**270**
25	**STAFFING**					
Base Hill	4	3	3	**10**		**250**
CCS Facility Services	5	5	3	**13**		**325**
Coast 2 Coast Preservations	3	3	3	**9**		**225**
Executive Facilities Services	2	4	4	**10**		**250**
MasterCorp Commercial Services	5	3	3	**11**		**275**

Omni Enterprise	3	1	3	**7**		**175**
Santa Fe Janitorial Maintenance	4	3	3	**10**		**250**
Uniserve Facilities Services	3	2	3	**8**		**200**
10			**COST**			
Base Hill					4	**40**
CCS Facility Services					5	**50**
Coast 2 Coast Preservations					5	**50**
Executive Facilities Services					5	**50**
MasterCorp Commercial Services					5	**50**
Omni Enterprise					5	**50**
Santa Fe Janitorial Maintenance					5	**50**
Uniserve Facilities Services					3	**30**

PROPOSERS	SCORES	RANK
Base Hill	910	
CCS Facility Services	**1155**	**1**
Coast 2 Coast Preservations	770	
Executive Facilities Services	**1010**	**3**
MasterCorp Commercial Services	**1045**	**2**
Omni Enterprise	840	
Santa Fe Janitorial Maintenance	885	
Uniserve Facilities Services	885	

City of Costa Mesa
Bid Results for Project Janitorial Services For City Facilities (RFP No. 26-13)
Issued on 02/10/2026
Bid Due on March 11, 2026 2:00 PM (PDT)
Exported on 03/11/2026

	EVALUATOR 1	EVALUATOR 2	EVALUATOR 3	TOTAL	TOTALS	
30			**GRASP OF THE PROJECT**			
CCS Facility Services	4	5	4	**13**	**390**	30
Executive Facilities Services	3	5	4	**12**	**360**	30
MasterCorp Commercial Services	4	3	4	**11**	**330**	30
40			**APPROACH**			
CCS Facility Services	5	4	4	**13**	**520**	40
Executive Facilities Services	3	4	3	**10**	**400**	40
MasterCorp Commercial Services	5	3	4	**12**	**480**	40
20			**COMMUNICATION SKILLS**			
CCS Facility Services	5	3	4	**12**	**240**	20
Executive Facilities Services	2	4	4	**10**	**200**	20
MasterCorp Commercial Services	5	3	4	**12**	**240**	20
10			**QUALITY OF OVERALL INTERVIEW**			
CCS Facility Services	5	4	4	**13**	**130**	10
Executive Facilities Services	3	4	5	**12**	**120**	10
MasterCorp Commercial Services	5	3	4	**12**	**120**	10

PROPOSERS	SCORES	RANK
CCS Facility Services	1280	1
Executive Facilities Services	1080	3
MasterCorp Commercial Services	1170	2

City of Costa Mesa
Bid Results for Project Janitorial Services For City Facilities (RFP No. 26-13)
Issued on 02/10/2026
Bid Due on March 11, 2026 2:00 PM (PDT)
Exported on 03/11/2026

PROPOSERS	ROPOSAL SCORE	ITERVIEW SCORE	TOTALS
CCS Facility Services	1155	1280	2435
Executive Facilities Se	1010	1080	2090
MasterCorp Commerci	1045	1170	2215

RFP NO. 26-13 JANITORIAL SERVICES FOR CITY FACILITIES /APPEAL OF DENIAL OF BID PROTEST/FINDING FROM 2022

Hi Stephanie,

Thank you for your note. Please see our response below. Can you please confirm receipt prior to the deadline?

CCS Facility Services – Orange County, Inc. respectfully provides the following response regarding the EEOC conciliation matter involving CCS Washington Janitorial, Inc. DBA CCS Facility Services, which is a separate legal entity from CCS Facility Services – Orange County, Inc.

First and foremost, the referenced EEOC matter was resolved through a voluntary pre-litigation conciliation process in 2022 involving a separate operating entity. The matter was fully resolved, corrective measures were implemented, and no ongoing claim or litigation, exists. The matter has no bearing on CCS Facility Services – Orange County, Inc.'s ability to successfully perform the required services for the City of Costa Mesa.

Furthermore, the details of this claim were confidential, and we highly encourage the City of Costa Mesa to consider the information provided in the listed article about this claim specifically cannot be trusted as factual. While the EEOC conducted a complete investigation, they did not share the details of this investigation with CCS. Furthermore, please see the quote from the article provided from Elizabeth Cannon, director of the EEOC's Seattle Field Office "We commend CSS Facility Services for participating in the conciliation process and taking these initial steps to protect employees in the state of Washington from unlawful harassment and discrimination." This further points to this taking place in our Washington entity, and our commitment to our employees. We have provided additional fact-based information below.

The matter referenced involved CCS Facility Services, a Washington based legal entity and arose from allegations relating to the conduct of a supervisor at a Washington based contract location. CCS Facility Services – Orange County, Inc., the entity submitting this proposal, is a separate legal corporation and was not a party to the EEOC charge, investigation, conciliation agreement, or settlement.

While the matter did not involve CCS Facility Services – Orange County, Inc., we recognize the seriousness of the allegations and the importance of maintaining a workplace free from harassment, discrimination, and retaliation. Across the CCS family of companies, employee safety, respect, and accountability are fundamental organizational values.
The matter was resolved through the EEOC's voluntary pre-litigation conciliation process and was not adjudicated by a court. Upon learning of the allegations, the supervisor whose conduct was the subject of the complaint was separated from employment. Although the proposing entity was not involved in the matter, CCS used the experience as an opportunity to review and strengthen workplace policies, reporting mechanisms, and employee support resources across its affiliated operations.

Following the conciliation process, CCS implemented enhanced reporting procedures, additional employee training, increased management oversight, and strengthened investigation protocols. CCS also established a dedicated employee reporting hotline to provide an additional avenue for employees to confidentially report workplace concerns, including harassment, discrimination, and retaliation.

Complaints and reporting trends are reviewed on a regular basis to help ensure concerns are identified, investigated, and addressed promptly and appropriately.

In addition, CCS provides ongoing workplace harassment prevention training, including Ya Basta! training programs designed to educate employees and supervisors on recognizing, preventing, reporting, and responding to workplace harassment, discrimination, and inappropriate conduct. These trainings reinforce employee rights, management responsibilities, and the importance of maintaining a respectful and inclusive workplace culture.

These measures further support CCS's longstanding commitment to maintaining a professional work environment and ensuring that employee concerns are taken seriously. CCS maintains a zero-tolerance policy toward unlawful harassment, discrimination, and retaliation and is committed to fostering a workplace culture built on dignity, respect, and accountability.

CCS Facility Services – Orange County, Inc. maintains policies and procedures designed to comply with all applicable federal, state, and local employment laws. Employees are provided with clear reporting channels, anti-harassment training, access to the employee hotline, and direct access to management and human resources personnel for reporting and investigating workplace concerns.

We remain committed to providing a safe, respectful, and compliant workplace for all employees while delivering high-quality services to our customers and public-sector partners.

Please let me know if you have any additional questions.

Best,
Maryll

MARYLL BETZOLD
DIRECTOR GOVERNMENT SERVICES
Cell 720.955.5421
mbetzold@ccsbts.com
CCSBTS.COM
connect with us

CCS FACILITY SERVICES
Smart Tech Smarter Teams Seamless Service

CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
CCS FACILITY SERVICES–ORANGE COUNTY, INC.

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CCS FACILITY SERVICES–ORANGE COUNTY, INC., a California corporation ("Contractor").

W I T N E S S E T H :

A. City proposes to utilize the services of Contractor as an independent contractor to provide comprehensive janitorial services of City property, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and

D. 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 CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Contractor's response to City's RFP (the "Proposal") attached hereto as Exhibit "B," both incorporated herein (the "Services").

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or

classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its

discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

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

(c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor 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 harassment, workplace violence, discrimination, 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. Contractor 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 Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the Services in this Agreement or may have its own employees perform services similar to those Services contemplated by this Agreement.

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City, or confidential information relating to the City's computer and security systems and programs. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without 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. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit C. Contractor's total compensation shall not exceed Five Hundred Seventy-Seven Thousand Nine Hundred Seventy-Two Dollars and Sixty-Eight Cents ($577,972.68) annually. Pricing shall remain firm for a minimum of two (2) years. All requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. 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. Contractor 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 Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor'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.

2.4. Records and Audits. Records of Contractor's Services shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times throughout the term of this Agreement through three (3) years after its termination.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. 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, pandemics (excluding COVID-19) 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 two (2) years, ending on June 30, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, the City, at its sole discretion, may extend the term of this Agreement for up to three (3) additional one-year renewal periods upon the same terms and conditions, subject to Section 2.1 of this Agreement.

4.2. Notice of Termination. 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 Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor 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 Contractor for reasonable costs incurred and 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.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor 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) 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 limit per accident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Contractor 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 Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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 Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."

(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: "Contractor'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) Contractor'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. Contractor 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.

5.5. Non-limiting. The insurance provisions contained in this Agreement shall not be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

5.6. Excess Coverage. To the extent that Contractor maintains any insurance coverage(s) in amounts or types which are not expressly called out in this Agreement, such additional coverage(s) shall be deemed to be required by this Agreement.

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 Manager 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.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor 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 Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor 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, facsimile 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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 CONTRACTOR:

CCS Facility Services–Orange County, Inc.
3001 Red Hill Avenue, Bldg. #6-220
Costa Mesa, CA 92626
Tel: (949) 677-5112
Attn: Sebastian Pedreira, General Manager

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Tel: (714) 754-5289
Attn: Director of Public Works

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Contractor 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. Contractor'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. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor'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 Contractor, 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 Contractor, 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 Contractor, 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 Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor 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 Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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, Contractor 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 Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor'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, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

6.15. 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.

6.16. 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.

6.17. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor 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.

6.19. Headings. 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.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. 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.

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

6.22. 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.

6.23. 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.

6.24. 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.

6.25. 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.

[Signature page follows.]

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.

CONTRACTOR

_____ Date: _____
Signature

_____
[Name and Title]

CITY OF COSTA MESA

_____ Date: _____
Cecilia Gallardo-Daly
City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Daniel Jojola
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Raja Sethuraman
Public Works Director

APPROVED AS TO PURCHASING:

_____ Date: _____
Finance Director

EXHIBIT A

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

RFP NO. 26-13

Costa Mesa

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Released on

February 10, 2026

REQUEST FOR PROPOSAL
FOR
JANITORIAL SERVICES FOR CITY FACILITIES

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified public entity or private firm, to provide and complete professional janitorial services for city facilities. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Maintenance Services Agreement, **Appendix C** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Maintenance Services Agreement and any solicitation appendix/exhibits. The term is expected to be for 2 years with 3 one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over $186.8 million and a total budget of $224 million for Fiscal Year 2025-2026.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has an area of 16.8 square miles. It is in the northern coastal area of Orange County, California, and is bordered by the Cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley, and Irvine.

The City is a "full-service city" providing a wide range of services. These services include police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home to the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated based on their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed all addenda to this solicitation. The city will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request for Proposal shall be governed by the following schedule:

Release of RFP	**February 10, 2026**
Mandatory Job Walk	**February 18, 2026, at 10:00 a.m.**
Deadline for Written Questions	**February 25, 2026, at 11:00 a.m.**
Responses to Questions Posted	**March 4, 2026**
Proposals are Due	**March 11, 2026, by 2:00 p.m.**

**All dates are subject to change at the discretion of the City.

Mandatory Job Walk will be held on **February 18, 2026, at 10:00 a.m. beginning at City Hall.** The site inspections will allow the contractor to become familiar with all conditions that may affect the performance and cost of the contract. Proposers should be familiar with the proposal prior to attending the informational meeting and the job walk. Each attendee will be responsible for getting to each of the offsite facilities during the walkthrough.

The informational meeting and inspection of the facilities are **mandatory.** Any proposals received from contractors who did not attend job walk, will be deemed nonresponsive to the RFP. All prospective contractors will be required to sign in prior to the meeting and at the conclusion of the site visits.

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A – Scope of Work**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined at the sole discretion of the City.**

   a. The Proposer must have similar facility experience and be qualified in performing the services described in this RFP and must provide evidence of current licensing and permits applicable to these services as required by local, State, and federal regulations.

   b. Proposals will only be accepted from contractors that have service, administration, and warehouse facilities located within 50 miles from the City of Costa Mesa to provide local service support. The City shall be assigned company representatives who can be reached during normal working hours and who are authorized to discuss matters and make decisions pertaining to the contract.

   c. The Proposer must disclose any pending or past claims, labor law violations, formal notices to cure, etc. within the last five (5) years. Failure to identify these may be grounds for rejection of proposal.

d. The Proposer must be registered with the "DIR" Department of Industrial Relations.

e. The Proposer will be required to abide by the prevailing wage laws as required by state law, **Appendix D**.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 25 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

   - **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.

   - **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work**, **Appendix A** of this RFP.

   - **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:

     1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.

     2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

     3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

     4. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner shall be included in the proposal

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

- **Qualifications & Experience of the Firm**: Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

    1. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable of providing the services specified in the Scope of Work.

    2. If the owner is a corporation please provide Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

    3. If the owner is a partnership or joint venture, please provide Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

    4. Provide a list of current and previous contracts like the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.

- **Staffing:** Provide a list of individuals who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.' Include a resume for each designated individual.

  Submit the primary contacts (and management hierarchy/organization chart) that will be available for all aspects of the work. Include contacts for customer service and senior management. Identify the management staff to be assigned to this project and their relevant experience and qualifications to janitorial services similar in nature. Provide the number of full-time employees and the number of part-time employees performing the Custodial/Janitorial services as of the date of submission of your response to this Request for Proposal.

  Number of employees employed full time. When contacting your firm, contractor's personnel must be immediately available (answering machines or answering services are not acceptable). List the names, phone numbers, and e-mail addresses for the following:

    - Assigned Supervisor (for proposed contract)
    - Customer Service Representative for problems/questions
    - Accounts Receivable Representative for problems/questions.

After the contract is signed, the City must approve replacement staff before a substitute person is assigned to start work. The City reserves the right to request that the proposer replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the contract.

- **Financial Capacity:** The City is concerned about the proposers' financial capability to perform and therefore is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.

- **Cost Proposal:** Proposers are required to use **Appendix B, Cost Proposal** and shall submit in a separate file. Pricing instructions shall be clearly defined to ensure that proposed costs can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**

- **Sample Maintenance Services Agreement:** The firm selected by the City will be required to execute a Maintenance Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix C** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement**.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms **Appendix E** included in this RFP, which should be included with Proposals:

    1. Vendor Application Form
    2. Company Profile & References
    3. Ex Parte Communications Certificate
    4. Disclosure of Government Positions
    5. Disqualifications Questionnaire
    6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City.

Cost proposal shall be submitted in a **separate** file. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Proposals shall be valid for a minimum of 180 days following submission.

- **Forms to Accompany Proposal: Appendix E** forms shall be attached at the end of the Proposal except for the Cost Proposal which shall be submitted in a separate file.

- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.

- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on March 11, 2026**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **February 25, 2026, at 11:00 A.M**. The City reserves the right not to answer all questions.

  The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted on Planetbids.

  From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit to the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received because of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

  - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish

the City with the Certificates of Insurance proving coverage as specified in the sample contract.

- **W-9** – Current signed form W-9 (Taxpayer Identification Umber & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

1. **Project of Approach & Methodology ------- 35%**
2. **Qualifications & Experience of Firm ------- 30%**
3. **Staffing ---- 30%**
4. **Cost Proposal ----- 5%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. **Responsiveness Screening**: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact the Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach or qualifications are not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the highest ranked consultant or proceed to interview the highest ranked consultants.

C. **Interviews, Presentation, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview and make a presentation. Interviews/presentations, if held, are tentatively scheduled for **the week of April 6th** and will be conducted at City of Costa Mesa City Hall, 77 Fair

Drive, Costa Mesa, CA 92626 or virtually at the discretion of the City. The dates are subject to change. The individual(s) from the Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview/presentation. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following the conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point and make a recommendation for the award. Once the highest ranked consultant is identified, the City will open the Cost Proposal and enter negotiations.

Recommendation for the award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. **Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals accepted pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:

   - The Proposer shall file the written notice of appeal with the Purchasing Officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.
   - The written notice of appeal must include specifics as to the nature of the appeal.
   - The Proposer must provide any and all documentation to support the appeal.
   - The purchasing officer will respond in writing to the Proposer within five (5) working days.
   - In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the City Council at the next available council meeting.

6. **Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

   If prior to the contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately

notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. **Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

   - Preparing Proposal in response to this RFP.
   - Submitting that Proposal to the City.
   - Negotiating with the City any matter related to the Proposal; and,
   - Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. **Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such a recommendation made to the City Council.

   If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

   Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. **Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee, or agent of the City, including any member of the evaluation panel, except for the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their

representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. **Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. **Disclosure of Governmental Position**: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose 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 using the attached Disclosure of Government Positions Form, **Appendix E**.

12. **Conditions to Agreement:** The selected Proposer will execute a Maintenance Services Agreement for Services with the City describing the Scope of Workl to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix C** to this RFP.

    All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements, have been mandated by the City and can be modified only if extraordinary circumstances exist.**

    Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. **Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or

employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix E**.

14. **Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

APPENDIX A

SCOPE OF WORK
FOR
JANITORIAL SERVICES FOR CITY FACILITIES

The purpose of this specification is to define the janitorial services requirements for various facilities owned and operated by the City of Costa Mesa that are included in this contract. The objectives of the City are to secure a timely, consistent, and cost-effective janitorial contract from one contractor, to ensure Clean and disinfect and safe office facilities for employees and customers doing business with the City. The work covered in this specification includes furnishing all labor, equipment, some supplies and supervision necessary for complete janitorial service. It shall be understood that in addition to these services, all tasks incidental to clean and disinfecting functions not specifically listed but normally included in general janitorial practices will be provided. The City will consider innovative solutions and alternatives that will best accomplish the desired outcome.

GENERAL REQUIREMENTS/PROVISIONS

The Janitorial Services contractor is responsible for the cleaning and disinfecting and sanitation of the building. The description of each service area is to be used as a guideline for the Janitorial Services contractor. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the Custodial/Janitorial Services contractor.

The intent of this specification is to define the janitorial services requirements for various facilities owned and operated by the City of Costa Mesa included in this contract. **In Exhibit I, Job Specifications for each facility both the task descriptions and the number of days per year that each task is to be performed are itemized.** From that information and a mandatory job walk/inspection of each facility except Police and Communications facilities, the potential contractor is required to provide the Monthly Labor Hours and cost per task, per facility, with a total for each to be entered on the appropriate line at the end of the page. The proposer will then provide a grand total for all Monthly Labor Hours and costs for all facilities combined on the Pricing Recap Sheet for All Sites. All measurements provided are approximate and should be confirmed by the Proposer.

Notwithstanding any other provisions of this proposal, the Custodial/Janitorial Services contractor warrants that the services, equipment, and supplies furnished shall be of the best quality as specified in this RFP. Such warranties shall include performance, workmanship, labor, and materials.

Contractor is to be aware of the California Labor Code Section 1060 - 1065, regarding

displaced janitors. It is the Contractor's responsibility to review this legislation and be familiarized with its content.

Subcontracting: No portion of the work covered by these specifications can be subcontracted or assigned without prior approval of the City. Requests to subcontract all or any portion of services required by this contract will be submitted to the City's Facilities & Maintenance Supervisor, or his/her designee, at least thirty (30) days in advance of the proposed effective date of the subcontract. Contractor shall include in this written request a detailed description of how the Contractor plans to oversee the services performed by the proposed subcontractor. Contractor shall be responsible for services provided by any subcontractor as if Contractor were providing the services with its own organization.

PERFORMANCE STANDARDS

The contract specifications define the minimum level of service and frequency deemed acceptable. It is intended that the Contractor will schedule his/her operations to meet or exceed these requirements. It is further intended that the Contractor shall put forth a level of effort to provide a thorough clean and disinfecting of the facilities, not merely a surface clean and disinfecting. Some examples include but are not limited to: floors shall be waxed and buffed for a gloss shine, carpeted floors shall be completely and thoroughly vacuumed, windows shall be clean and disinfected to where all film, smudges, and streaks are removed, and the restroom facilities clean and disinfected and polished to approach the sanitary levels of a hospital.

A. It is the objective of the City to obtain full clean and disinfecting performance in accordance with the terms of the specifications and at the quality standards of work set forth in this contract. To this end, the City is contracting for the complete performance of each clean and disinfecting job as specified in this contract. Therefore, deductions (Liquidated Damages) for tasks not completed or not satisfactorily completed shall be made in accordance with the schedule detailed herein.

B. The City's Building Maintenance Supervisor or designee shall contact the Contractor by telephone, fax, or email to notify them of performance issues. The City's Facilities Manager shall also notify the Contractor of written complaint(s) received from building occupants.

C. The City's Building Maintenance Supervisor or designee shall maintain a file of incoming complaints whether they be written, oral, or by telephone. This file shall contain the date, time, building, name of the person making the complaint, phone number and time the Contractor was notified, or a copy of the notification letter and fax record.

D. Major problems require immediate attention and shall be responded to and corrected within two (2) hours. Examples of major problems include, but are

NOT limited to: toilets not clean and disinfected, not stocking sufficient paper products in large areas, offices not clean and disinfected, or trash not removed, etc. The City's Facilities Manager or designee shall have authority to classify a complaint as major or minor.

E. Minor problems require correction during the next day's normal clean and disinfect up, however a continuing record of minor complaints shall result in a deduction. Examples of minor problems include, but are not limited to: a trash can not emptied, a small area not vacuumed, toilet paper in one stall out, etc.

Failure by the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract agreement.

F. Proof of performance and adherence to specifications shall be upon the Contractor. Support such as test results, technical data, or other pertinent information shall be supplied by the Contractor at no cost to the City. The City shall be the sole judge as to the adequacy of supporting documentation.

G. Failure to clean and disinfect an entire building or site shall result in a separate deduction for nonperformance. In the event the contractor doesn't complete all the required nightly, weekly or monthly services as scheduled and outlined in the specifications, the Contractor will be required to make corrections of all discrepancies at a mutually agreed upon schedule. After three (3) occurrences of nonperformance within a 12-month period, the City, at its discretion, may begin default proceedings. The Contractor, to handle an instance of nonperformance, shall send personnel to the missed site within two hours of notification of an event of nonperformance for immediate servicing of that location. However, this shall not relieve the Contractor of being charged the deductions or this counting towards the three occurrences. If the Contractor does not respond in two hours, the City's Facilities Manager may exercise the City's right to terminate for default.

H. Failure of the Contractor to appear on any scheduled workday without the advance approval of the Facilities Manager, or his designee, shall result in the deduction of the total daily cost for that location.

I. Contractor billing shall be done on a timely basis. The successful proposer shall submit monthly invoices for work completed in the previous month.

Expectation: The contractor shall render the City facilities Clean and disinfect, defined as" free of dirt, pure, spotless, sanitary, sterile, and uncontaminated". This

includes timely removal of trash, dirt, dust, cobwebs, and other waste.

Frequency: Janitorial services shall be provided five (5) days per week in the evening (Monday through Friday) excluding City-recognized holidays. The work schedule for completing daily services requirements is defined in the Janitorial Specifications for each location. The task and frequency schedule indicates the minimum acceptable clean and disinfecting frequencies. The contractor shall in no way interfere with the normal work of City employees.

Holidays: The following ten (11) days are City holidays on which Contractor may need to provide service. All City facilities are dynamic due to their programmed use; and some locations will require service on holidays, and others will not. Maintenance Services will provide a schedule of which building will require holiday service.

New Year's Day
Martin Luther King's Day President's Birthday Memorial Day
Independence Day
Juneteenth
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

NOTE: ***It is expected that the awarded contractor shall make he/she aware of current meeting schedules, holidays and other work routines within the facility and conduct his/her work in such a manner as to cause no interference with the execution of city business.***

Changes: Changes in the areas serviced and/or specifications may be necessary during the term of this contract. Changes in the contract requirements and corresponding changes in compensation may be implemented upon mutual agreement of the City and the Contractor. All such changes will be processed through the purchasing department. The City reserves the right to add or delete services at any time with 30 days written notice to vendor. If services are requested, the vendor is required to provide a cost estimate detailing them as an attachment to the bid along with prices, where applicable, which may be offered as an addendum for the term of this contract agreement.

Deficient Performance: City reserves the right to deduct from the payments due or to become due to the Contractor for deficient

performance. The amount of such deductions will be based on the value and extent of the unsatisfactory work. A copy of the City inspection record for the facility, with associated deduction calculation will be furnished to the Contractor prior to a deduction being made. All work determined by the Maintenance Services Manager to be defective or deficient in any of the requirements shall be remedied by the Contractor at the Contractor's expense and in a manner acceptable to the City of Costa Mesa.

The contractor shall be responsible for, but not limited to, the following:

1) adherence to schedules
2) maintenance or replacement of clean and disinfecting equipment
3) notifying City of any personnel changes
4) training of new personnel

A. Supervisors

The Contractor shall provide qualified English-speaking supervision in all areas of operations. The supervision shall work with City of Costa Mesa personnel in planning and scheduling work for completion of tasks. The Contractor shall furnish only employees who are authorized, competent and skilled for work under this contract.

The Contractor shall designate in writing to the City's Facilities Manager, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by telephone, pager, or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Friday 7:30 a.m. through 5:00 p.m. The Contractor's Project Manager shall be the contract supervisor. Two working supervisors are required during all shifts. The working supervisors shall verify the cleanliness of facilities prior to releasing Contractor personnel each day.

The Contractor shall always have two (2) competent working supervisors on the job when custodial services are being performed. Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Any violation by the Contractor's personnel of these requirements, or others established by the City, shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the Facilities Manager, for repeated non-compliance of these requirements.

Contractor shall meet in conference with the City's Facilities Manager or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested. (City staff will be responsible for completing weekly inspection reports on

all facilities). At a minimum, inspection reports for the previous one-month period shall be reviewed by the City's Facilities Manager or designee and the Contractor's Project Manager at the first meeting of the following month.

A. Personnel

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shalt be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Facilities Manager immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When in the opinion of the City, an employee does not constitute a satisfactory security risk, his/her employment on the contract will be denied.

1. **Background Check:** The Contractor's employees who will work in buildings owned by the City of Costa Mesa shall be required to be cleared through the City of Costa Mesa Police Department Criminal Investigation procedure prior to employment. The cost of this background check will be the responsibility of the Contractor. Upon receipt of notice of award from City of Costa Mesa Purchasing Supervisor, the Contractor must supply personnel information within ten (10) working days.

2. **Health:** All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or thugs on the premises or in the building. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.

3. **Identification and Uniforms:** All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's work force shall be neat and clean and disinfect in appearance and shall wear a uniform with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of shirt and full-length pants and be mutually agreed to by the Contractor and City. Uniforms will at all times be Clean and disinfect and neat in appearance. Closed-toe and heeled shoes shall be worn for proper safety during tasks being performed. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City property. This requirement includes all remote locations. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave City facilities. There is no exception to this requirement, which is to ensure only authorized Contractor employees are in City facilities.

4. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work.

5. **Supervision:** Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.

6. **Training:** Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.

7. **Nondiscrimination:** The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

B. Employee List

The Contractor shall provide to the City's Facilities Manager or designee an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names, aliases, home addresses, home telephone numbers, copies of drivers' licenses and social security cards. Changes to the list shall be reported, in writing, to the City's Facilities Manager within one working day. Employees terminated by the Contractor shall be reported the same day to the City's Facilities Manager, unless it is after hours, then the next business morning shall be acceptable.

C. Removal of Staff

The City requires the Contractor to remove all Contractor personnel from City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, upon City request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

D. Backup Staff
The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

E. Unauthorized Personnel
Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in City facilities.

F. Prohibited Items
Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

G. City & Personal Property of City Personnel
The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the City's Facilities Manager within twenty-four (24) hours.

H. **Telephones** shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use **'9-911')** and notification to the Costa Mesa Police Department of damage as required in this contract. Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.

I. Hours of Work
The Contractor shall provide no less than the minimum number of estimated hours per evening as provided in the Contractor's proposal and subsequent contract award. Any amount less than this minimum per building may be deducted from the Contractor's

billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly proposal amount (total dollars divided by total hours). The City shall be the sole judge of any performance discrepancies.

J. Care of Facilities

Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to Contractor's supervisor or lead custodian. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the City's Communication Center by dialing 911 and shall then call or Maintenance Services Manager, or his designee, immediately. Contractor shall report all required non-emergency repairs by contacting the Maintenance Services Manager, or his designee.

1. **Security:** Contractor's personnel shall not be allowed in City facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by City personnel. Keys shall not be left in the door locks. The Janitorial Services contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the Maintenance Services Manager or his/her designee. All work spaces shall be locked and the lights turned off when clean and disinfecting in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the contractor will be furnished by the City to designated contractor employee and shall be returned to the City on demand. Electronic security system (where installed) shall be properly disarmed and armed each time after-hours access is made. All exit doors are to remain locked while the contractor is in the space. The contractor is not to block open occupant or exterior doors for any reason. The contractor is not to assist entry of anyone except contractor, employees or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and City personnel, problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as: fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

2. **Keys:** The Janitorial Services contractor shall be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system. No keys shall be duplicated.

3. **Alarm System:** Where applicable, the contractor shall be charged a minimum of one hundred dollars ($100.00) per call-out should contractor, while in the process of entering or leaving the facility, misuse the security alarm system.

4. **Damages:** The Janitorial Services Contractor will be responsible for all damages to the facility or contents caused by the Janitorial Services Contractor or their staff during the performance of their duties.

5. **Protection & Restoration:** The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

6. **Removal of items:** The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Costa Mesa in writing.

7. **Energy Conservation:** Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixtures ONLY IN THE AREAS where work is in progress and turning off all lights when work is completed.

K. Employee Training Program

The Contractor's employees shall be trained in the following areas, prior to being assigned to work under this contract:

1. Proper clean and disinfecting techniques required to perform the standards of the specifications, in accordance with this contract;

2. Specific location training. Please note that staff assigned to the jail will require additional training, both for police procedures and in clean and disinfecting techniques;

3. Contract specification clean and disinfecting requirements, including the use of Green Seal certified clean and disinfecting products and other methods (micro-fiber clothes, etc.) to reduce the use of chemicals. This training will be performed at each facility. Each employee shall be required to sign a copy of the specifications to acknowledge clean and disinfecting requirements;

4. All janitorial contract personnel are also required to receive all appropriate safety training in all aspects of custodial/housekeeping operations from the janitorial company. Records to substantiate these requirements must be made available to the City within twenty-four (24) hours of a request.

L. Safely Program
The Contractor shall submit to the City, a written safety program and also an Injury and Illness Protection Program (IIPP). This program shall include at a minimum, detailed training procedures in **the** following:

1. Safe work habits

2. Safe use of clean and disinfecting chemicals (right-to-know) Material Safety Data Sheets (MSDS)
3. Safe use of clean and disinfecting equipment

4. The use of equipment, signs, barriers, or other devices, to protect the building occupants or equipment

5. Proper handling of hazardous materials and biological waste (blood-borne pathogens)

6. Recognizing hazardous or other materials, which are not allowed for use in this contract

M. Safety Procedures
All Clean and disinfecting chemicals shall be stored in properly labeled containers at all times.

1. The Contractor shall provide a floor care procedure using products that meet American Society of Testing Materials (ASTM) and CSMA standards.
2. Any additional or replacement staff hired throughout the life of the contract shall also complete safety training prior to beginning work in the City facilities. Documentation of training completion shall be submitted to the City's Facilities Manager.

N. Tools & Equipment
The contractor shall furnish and maintain all equipment necessary for properly maintaining the City buildings. The contractor shall provide an equipment inventory list, identifying all equipment by age and condition to provide the services required by this contract. Contractor shall furnish and keep in good working order all necessary tools, equipment and supplies, including, but not limited to, carpet clean and disinfects, stripper and waxes, soaps, clean and disinfects, mops, brooms, buffers, ladders, hoses, HEPA vacuum all clean and disinfects, trash liners, clean and disinfecting rags, and all other clean and disinfecting equipment. The City of Costa Mesa reserves the right to inspect equipment to be used to perform this contract. Any equipment determined to be in poor condition must be replaced immediately, at the contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

O. Materials & Supplies

All clean and disinfecting supplies, materials, and tools used in the performance of this contract shall be of good commercial quality, suitable for the purpose intended, and shall provide results necessary to provide the high standards of cleanliness and disinfection required under this contract. All Clean and disinfecting processes used shall meet high standards of safety and effectiveness for commercial applications in high traffic areas and shall not damage the facilities being Clean and disinfected. The City shall have the right to prohibit the use of any process, material, supply or tool which may damage City property, or which may be a risk to employees, the public, or others using City facilities.

The Janitorial Services contractor shall provide all other chemicals, supplies, and equipment. All Clean and disinfecting chemicals and other supplies used by the Janitorial Services contractor must be used in accordance with all federal, state, and local laws, comply with Material Safety Data Sheets (MSDS) standards and be used in conjunction with necessary safety equipment. MSDS must be on-site and available for all chemicals stored and used within a service area on the first day of the contract. The Contractor shall post copies of MSDS for all chemicals used in each custodial closet in compliance with OSHA Hazard Communication Standard 29 CFR 1910.1200. This shall include labeling the contents of all secondary type plastic bottles or containers. The City would prefer the use of “Green Seal” or other non-hazardous/biodegradable clean and disinfecting products in all of its buildings where possible.

The City will supply all toilet paper, paper towels, toilet seat covers, sanitary napkins and disposable bags, hand soap, and urinal screens to the Custodial/Janitorial Services contractor. All supplies remain property of the City and may only be used at the specified site. City shall also provide at its expense all utilities, including lights, power and water. Contractor shall stock and refill all restroom dispensers, as outlined in this section of the RFP document.

Janitorial closets located in City facilities will be assigned to the Contractor for storing supplies. The closets used by Contractor shall be kept Clean and disinfect and free of debris and odor at all times. All supplies and equipment stored in any City janitorial closet shall be stored in a neat and orderly manner and in such a way as to prevent injury to City staff, the public, or Contractor's employees. The Contractor will be required to sign out for City supply items. Usage of the City supply items will be closely monitored by the City Project Manager. Any unauthorized usage of City supply items by the Contractor will be grounds for immediate termination of the contract.

P. Clean and disinfecting Schedule

1. Clean and disinfecting shall not start earlier than thirty (30) minutes after the end of normal business hours as related to each facility (see specific information on hours for each location listed in. These times are subject to change under the direction of the City's Facilities Manager.

2. The Contractor shall provide the City's Facilities Manager a monthly schedule showing the estimated number of labor-hours, date to be accomplished, and task to be performed, to accomplish the contract requirements.

3. In the event an evening meeting is being conducted in a facility, the Contractor shall be responsible for proper clean and disinfecting of the used area, provided the meeting ends by 11:00 p.m. All clean and disinfecting shall be completed before the start of next normal business day.

4. The Contractor shall maintain a schedule for floor stripping, waxing, carpet clean and disinfecting and hot water extraction for all City facilities and provide to the City's Facilities Manager a copy of the monthly completed and scheduled work on the first workday of every month.

5. The Contractor shall maintain a schedule for quarterly interior and exterior window washing and provide to the City's Facilities Manager a copy of the scheduled work a minimum of 2 weeks in advance, and a copy of the quarterly completed work on the first workday following completion of work.

EXHIBIT 1

JOB SPECIFICATIONS
FOR
JANITORIAL SERVICES FOR CITY FACILITIES

The Janitorial Services contractor is responsible for the cleanliness and sanitation of the building. The description of each service area, below, is to be used as a guideline for the Janitorial Services contractor. The description does not attempt to describe every detail or feature of the facility that is to be maintained by the Janitorial Services contractor.

CITY HALL SERVICE SCHEDULE: Monday - Friday, after 5:30 P.M. (73,341 total square foot)

CITY HALL Area: First Floor — 24,453 sq. ft.
Front Lobby, Two Elevators, Men's and Women's restroom, All workspaces within City Clerks area, Finance Department, Conference room 1A, Council Chambers, I.T. office area.
Excluding: Janitorial in - MIS server room; secured Vault areas in I.T. Treasury, Finance and City Clerk area; Mechanical Room and cleaning of desks. (Excluded 13,000 sq. ft.)

Daily Activities

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior & exterior entranceway door glass, push plates and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean & disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Completely clean dust mop & polish bright work in elevators.
- Spot clean soiled walls and fixtures.
- Clean conference room tables. Place chairs neatly around table and room perimeter
- Clean dry erase boards.
- Clean exterior and interior of microwave and disinfect counters and sinks in break room.
- Clean and polish drinking fountains.
- Service, empty and clean exterior (at building entrances) trash receptacles.

Weekly Activities

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Spot clean around wall switch plates, doors, doorframes and counters.

- Wipe down vinyl and leather furniture.
- Vacuum elevator tracks removing all debris, clean and polish exterior doors.
- Chemically treat all waterless urinals on Friday evenings with approved chemical.
- Surface clean carpets as needed.
- Clean and dust of Council Chamber Dias horizontal and vertical wood surfaces, podium and staff tables on Monday.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum ceiling vents & air deflectors.
- Dust, mop and spot clean Fire Stairs, railings and ledges.
- Machine scrub hard surface floors and apply finish, including elevators.
- Detail vacuum corners and edges.
- Clean accessible baseboards.
- Extra clean of council chambers exterior doors.

Quarterly Activities

- Clean all accessible carpet using hot water, high-pressure extraction system.
- Replace waterless urinal cartridges with approved replacement.
- Clean all 1st floor windows inside and out.

Semi-Annual Activities

- Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.
- Clean fabric walls full height and hot water extract, using a high-pressure extraction system, ensuring no streaks are visible.

Annual Activities

- June - Clean all exterior windows and power wash exterior sunscreens (to be performed on weekend only).

CITY HALL Area: Second Floor, (9,303 total sq. ft.)
Lobby, Men's and Women's Restrooms, Break Room, Conference Room 2A, and all office workspaces. *Excluding: vault and plan storage areas (2ea), Mechanical Room and cleaning of desks. (Excluding 713 sq. ft.)*

Daily Activities

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean & disinfect restroom, fixtures and bright work, restock dispensers,

refill soap as needed.
- Dust mop hard floors with a chemically (city-approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust horizontal top surfaces using a synthetic duster or a treated towel.
- Spot clean soiled wall and fixture.
- Clean conference room tables. Place chairs neatly around table and room perimeter
- Clean dry erase boards.
- Clean exterior and interior of microwave and disinfect counters and sinks in break room.
- Clean and polish drinking fountains.

Weekly Activities
- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around all wall switch plates, doors, door frames and counters.
- Wipe down vinyl and leather furniture.
- Vacuum elevator tracks removing all debris, clean and polish exterior doors.
- Chemically treat all waterless urinals on Friday evenings with approved chemicals.
- Surface clean carpets as needed.

Monthly Activities
- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum ceiling vents and deflectors.
- Dust mop and spot clean Fire Escape Stairs, railings and ledges.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Clean and polish metal elevator threshold plates.
- Clean accessible baseboards.

Quarterly Activities
- Clean carpet using a high-pressure hot water extraction system.

Semi-Annual Activities
- Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish.
- Replace waterless urinal cartridges with approved replacements as needed.

Annual Activities
- June - Clean all exterior windows, power wash exterior sunscreens (to be performed on weekend only.)

CITY HALL Area: Third Floor, (9,303 total sq. ft.)
Lobby, Front Receptionist Area, Men's and Women's Restrooms, Break Room, all workspaces within Administrative Offices, Central Services, Recreation and Human Resources office spaces, Conference Room 3A and 3B. *Excluding vault, Mechanical Room and cleaning of desks. (Excluding 379 sq. ft.)*

Daily Activities

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean & disinfect restroom, fixtures and bright work, restock dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust horizontal top surfaces using a synthetic duster or a treated towel.
- Spot clean soiled walls and fixtures.
- Clean conference room tables; arrange chairs neatly around table and room perimeter.
- Clean dry erase boards.
- Clean exterior and interior of microwave and disinfect counters and sinks in break room.
- Clean and polish drinking fountains.

Weekly Activities

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around all wall switch plates, doors, door frames and counters.
- Wipe down vinyl and leather furniture.
- Vacuum elevator tracks removing all debris, clean and polish exterior doors.
- Chemically treat all waterless urinals on Friday evenings with approved chemicals.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum ceiling vents and deflectors.
- Dust, mop and clean Fire stairs, railings, and ledges.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Clean and polish metal elevator threshold plates.

- Clean accessible baseboards.

Quarterly Activities
- Clean carpet using a high-pressure not water extraction system.

Semi-Annual Activities
- Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.
- Replace waterless urinal cartridges with approved replacement as needed.

Annual Activities
- June - Clean all exterior windows, power wash exterior sunscreens (to be performed on weekend only).

CITY HALL Area: Fourth Floor, (9,303 total sq. ft.)
Lobby, Receptionist area, Men's and Women's Restrooms, Conference Room 4A, Break Room, and all workspaces within Administrative, Engineering, Project Administration, and Traffic Office workspace. *Excluding: Vault area, Mechanical Room and cleaning of desks. (Excluding 496 sq. ft.)*

Daily Activities
- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean & disinfect restroom, fixtures and bright work, restock dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust horizontal top surfaces using a synthetic duster or a treated towel.
- Spot clean soiled wall and fixtures.
- Clean conference room tables; arrange chairs neatly around table and room perimeter.
- Clean dry erase boards.
- Clean exterior and interior of microwave and disinfect counters and sinks in break room.
- Clean and polish drinking fountains.

Weekly Activities
- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around all wall switch plates, doors, door frames and counters.
- Wipe down vinyl and leather furniture.
- Vacuum elevator tracks removing all debris, clean and polish exterior doors.

- Chemically treat all waterless urinals on Friday evenings with approved chemicals.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum ceiling vents and deflectors.
- Dust, mop and spot clean Fire stairs, railings and ledges.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Clean and polish metal elevator threshold plates.
- Clean accessible baseboards.

Quarterly Activities

- Clean carpet and hot water extract, using a high-pressure extraction system.

Semi-Annual Activities

- Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.
- Replace waterless urinal cartridges with approved replacement as needed.

Annual Activities

- June - Clean all exterior windows, power wash exterior sunscreens (to be performed on weekend only).

CITY HALL Area: Fifth Floor, (9,303 total sq. ft.)
Lobby, Receptionist, Restrooms, Conference Room 5A, Break Room, All workspaces within City Manager Offices and private restroom, Fire Administration Offices, EMS and Training Areas, City Attorney Offices and all workspaces. *Excluding: Mechanical Room and cleaning of desks. (Excluding 262 sq. ft.)*

Daily Activities

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean & disinfect restroom, fixtures and bright work, restock dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust horizontal top surfaces using a synthetic duster or a treated towel.
- Spot clean soiled wall and fixtures.
- Clean conference room tables; arrange chairs neatly around table and room perimeter

- Clean dry erase boards.
- Clean exterior and interior of microwave and disinfect counters and sinks in break room.
- Clean and polish drinking fountains.

Weekly Activities

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around all wall switch plates, doors, door frames and counters.
- Wipe down vinyl and leather furniture.
- Vacuum elevator tracks removing all debris, clean and polish exterior doors.
- Chemically treat all waterless urinals on Friday evenings with approved chemicals.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum ceiling vents and deflectors.
- Dust, mop and spot clean Fire stairs, railings and ledges.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Clean and polish metal elevator threshold plates.
- Clean accessible baseboards.

Quarterly Activities

- Clean carpet and hot water extract, using a high-pressure extraction system.
- Clean upholstery on all chairs in Conference Room 5A, using hot water/steam extraction.

Semi-Annual Activities

- Machine strip hard surface floors / clean grout in floor tile and reapply floor finish. Replace waterless urinal cartridges as needed.

Annual Activities

- June - Clean all exterior windows, power wash exterior sunscreens (to be performed on weekend only).

2 IT Offices and Training Room (Located in the City Hall Basement)
Approximately 1,000 sq. ft.

Daily Activities

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.

Quarterly Activities

- Clean carpet and hot water extract, using a high-pressure extraction system.

COSTA MESA POLICE DEPARTMENT: (57,879 total sq. ft.)
1ST FLOOR - 30,551 sq. ft.
Lobby, all work spaces within Receptionist Area, Records, Property Reception Area, EOC, All Restrooms, Elevator, Crime Prevention, Patrol Report Writing/Sergeant Office, CSI offices, Watch Commander, Patrol Reporting Area, Vice Narcotics, Traffic Report Writing/Traffic Bureau, Detective Bureau Office Area, Administrative Sergeant Office, Vice Narcotics (when permitted by staff —at least twice per week), and all hallways.
Excludes Jail area, Evidence Room, Property Storage, Janitor Closet, Detective Bureau Storage, Crime Prevention Storage, Swat Storage, Archive Storage, and Supply Room. (Excluding 10,958 sq. ft.)

Daily Activities

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior & exterior entranceway door glass, push plates and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean, disinfect restroom, fixtures and bright work, restock dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Vacuum stairs, dust railings, ledges and spot clean.
- Dust horizontal top surfaces using a synthetic duster or a treated towel.
- Completely clean dust mop & polish bright work in elevator.
- Spot clean soiled wall and fixtures.
- Clean conference room tables; arrange chairs neatly around table and room perimeter.
- Clean dry erase boards.
- Clean exterior and interior of microwave and disinfect counters and sinks in break room.
- Clean and polish drinking fountains.

Weekly Activities

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around all wall switch plates, doors, door frames and counters.
- Wipe down vinyl and leather furniture.
- Vacuum elevator tracks removing all debris and clean exterior door.
- Chemically treat all waterless urinals on Friday evenings with approved chemicals.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating.

- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum ceiling vents and deflectors.
- Dust, mop and spot clean Fire stairs, railings and ledges.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Strip floors and reapply floor finish in elevator.
- Clean accessible baseboards.

Quarterly Activities

- Clean carpet and hot water extract, using a high-pressure extraction.

Semi-Annual Activities

- Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.
- Replace waterless urinal cartridges with approved replacement as needed.

Annual Activities

- June - Clean all exterior windows, power wash exterior sunscreens (to be performed on
  weekend only).

COSTA MESA POLICE DEPARTMENT: 2nd FLOOR (14,656 total sq. ft.)
All workspaces within Administrative and Operational Offices, Conference Room and all hallways. Excluding utility closets, Training Storage Room, Janitorial, and Telephone Board Room. *(Excluding 634 sq. ft.)*

Daily Activities

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean, disinfect restroom, fixtures and bright work, shower, restock dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust horizontal top surfaces using a synthetic duster or a treated towel.
- Spot clean soiled wall and fixtures.
- Clean conference room tables; arrange chairs neatly around table and room perimeter.
- Clean dry erase boards.
- Clean exterior and interior of microwave and disinfect counters and sinks in break room.
- Clean and polish drinking fountains.

Weekly Activities

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around all wall switch plates, doors, door frames and counters.
- Wipe down vinyl and leather furniture.
- Vacuum elevator tracks removing all debris and clean exterior door.
- Chemically treat all waterless urinals on Friday evenings with approved chemicals.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum ceiling vents and deflectors.
- Dust, mop and spot clean Fire stairs, railings and ledges.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Clean and polish metal elevator threshold plates.
- Clean accessible baseboards.

Quarterly Activities

- Clean carpet and hot water extract, using a high-pressure extraction.

Semi-Annual Activities

- Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.
- Replace waterless urinal cartridges with approved replacement as needed.

Annual Activities

- June - Clean all exterior windows, power wash exterior sunscreens (to be performed on
  weekend only).

COSTA MESA POLICE DEPARTMENT: BASEMENT FLOOR (12,672 total sq. ft.) Briefing Room, Women's and Men's Restrooms / Locker Rooms, Main Hallway, unsecured Gun Range entrance, Exercise Room, All workspaces within Gang SED. Excluding: HVAC Machine room, gun range / range storage & secured gun locker, janitorial storage, telephone utility room. *(excluding 3,994 sq. ft total)*

Daily Activities

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and accessible areas, spot and edge
  as needed.
- Completely clean disinfect restroom, fixtures and bright work, showers, restock dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust horizontal top surfaces using a synthetic duster or a treated towel.
- Spot clean soiled wall and fixtures.
- Clean conference room tables; arrange chairs neatly around table and room perimeter
- Clean dry erase boards.
- Clean exterior and interior of microwave and disinfect counters and sinks in break room.
- Clean and polish drinking fountains.

Weekly Activities

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around all wall switch plates, doors, door frames and counters.
- Wipe down vinyl and leather furniture.
- Vacuum elevator tracks removing all debris and clean exterior door.
- Chemically treat all waterless urinals on Friday evenings with approved chemicals.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum ceiling vents and deflectors.
- Dust, mop and spot clean Fire stairs, railings and ledges.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Clean and polish metal elevator threshold plates.

- Clean accessible baseboards.

Quarterly Activities
- Clean carpet and hot water extract, using a high-pressure extraction.

Semi-Annual Activities
- Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.
- Replace waterless urinal cartridges with approved replacement as needed.

COSTA MESA POLICE WESTSIDE SUBSTATION: (8,966 total sq. ft.)
Description: All workspaces within General Facility, 1,270 sq. ft. Lock facility and activate security system. *Excluding all secured areas 7,696 sq. ft.*

Weekly Activities / once a week
- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean, disinfect restroom, fixtures and bright work, restock dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust railings, ledges and spot clean.
- Dust horizontal top surfaces using a synthetic duster or a treated towel.
- Spot clean soiled wall and fixture marks.
- Clean conference room tables.
- Clean dry erase boards.
- Clean exterior and interior of microwave and disinfect counters and sinks in break room.
- Clean and polish drinking fountains.
- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around all wall switch plates, doors, door frames and counters.
- Wipe down vinyl and leather furniture.
- Clean accessible baseboards.
- Surface clean carpets as needed.

Monthly Activities
- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floor and apply finish.

- Detail vacuum corners and edges.
- Clean accessible baseboards.

Quarterly Activities

- Clean carpet and hot water extract, using a high-pressure extraction.

COSTA MESA COMMUNICATIONS CENTER: (Total 7,960 sq. ft.)
SERVICE SCHEDULE: Monday — Saturday, after 7:00 p.m. This is a 24/7 operation.
Description: Receptionist Area, All Office workspace, Break Room, Men's and Women's Restroom — Locker Rooms, 911 Area, Conference Room, Shop Office Area and restroom. *Excluding: Vehicle Repair Bay and Mezzanine Storage, Equipment Server Room, Shop Storage, Screen Storage, Telephone Room, Electrical (2,530 sq. ft.)*

Daily Activities

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior & exterior entranceway door glass, push plates and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and
- edge as needed.
- Completely clean, disinfect restroom, fixtures and bright work, showers, restock dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust horizontal top surfaces using a synthetic duster or a treated towel.
- Spot clean soiled wall and fixtures.
- Clean conference room tables; arrange chairs neatly around table and room perimeter.
- Clean dry erase boards.
- Clean exterior and interior of microwave and disinfect counters and sinks in break room.
- Clean and polish drinking fountains.

Weekly Activities

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around all wall switch plates, doors, door frames and counters.
- Wipe down vinyl and leather furniture.
- Clean accessible baseboards.
- Chemically treat all waterless urinals on Friday evenings with approved chemicals.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum ceiling vents and deflectors.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Clean accessible baseboards.

Quarterly Activities

- Clean carpet and hot water extract, using a high-pressure extraction.

Semi-Annual Activities

- Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.
- Replace waterless urinal cartridges with approved replacement as needed.

COSTA MESA DOWNTOWN RECREATION CENTER (DRC): (Total 18,445 sq. ft.)
SERVICE SCHEDULE: Daily, 10:00 p.m. — 6:00 a.m.
Description: Two Front Lobby Areas. Two Receptionist Areas, Game Room, All Office and workspace areas, Gymnasium, Gymnastic Area, Men's and Women's Restrooms, Pool Locker and Shower Areas, Day Care and Kitchen. ACTIVATE SECURITY SYSTEM
Excluding: Maintenance office/storage, Storage Area's, Electrical Room, Telephone Room, Janitor Closet, Basketball Court, Pool Equipment and Chemical Rooms, Pool Electrical Room, Fountain Pump Room (excluding sq. ft. is 7,529)

Daily Activities

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior & exterior entranceway door glass, push plates and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean and disinfect restrooms, showers, fixtures and bright work, restock
- dispensers, and refill soap as needed.
- Dust mop hard floors except hardwood gym floor
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls and fixtures.
- Clean conference room tables.
- Clean exterior and interior of microwave and damp wipe counters and sinks in break room.
- Clean and polish drinking fountains.
- Clean dry erase boards
- Pick up all trash including papers, wrappers, cigarette butts, and any other debris from planters and grounds.

Weekly Activities

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes and counters.
- Wipe down vinyl and leather furniture.
- Chemically treat all waterless urinals on Friday evenings with approved chemical.
- Surface clean carpets as needed.
- Clean interior of all lockers.

Monthly Activities

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.

- Vacuum ceiling vents & air deflectors.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Wash exterior of lockers, using germicidal cleaner.
- Detail clean restrooms, showers - Wash walls, partitions, clean air vents, machine
- scrub floors using germicidal disinfectant fourth Friday of the month.

Quarterly Activities

- Clean carpet and hot water extract, using a high-pressure extraction system.
- Replace waterless urinal cartridges with approved replacement as needed.
- Machine strip hard surface floors / clean grout in floor tile and reapply approved floor
- finish in entrance area aquatics lobby, multipurpose room and locker area. (Excluding basketball Courts in gym).

COSTA MESA BALEARIC COMMUNITY CENTER: (Total 7,680 sq. ft)
SERVICE SCHEDULE: Sunday — Thursday, after 6:00 p.m.
Description: Office Areas: All office workspace, ECP1 & ECP2, ECP Office, ECP Kitchen, All Interior Restrooms, Exterior Restrooms, Sierra & Adobe Room and Staff Room areas, Men's and Women's restroom. Lock facility, exterior restrooms and activate security system. *Excluding: Heater room, Custodial Closet, Toy Storage, Storage Rooms, and 2 ECP Storage Rooms (436 sq. ft.)*

Monday, Wednesday, and Friday

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior & exterior entranceway door glass, push plates and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean, disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls and fixtures.
- Clean conference room tables
- Clean dry erase boards.
- Clean exterior and interior of microwave and damp wipe counters and sinks in break
- room.
- Clean and polish drinking fountains.

Weekly Activities

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum ceiling vents & air deflectors.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.

Quarterly Activities

- Clean carpet and hot water extract, using a high-pressure extraction system,

Semi-Annual Activities

- Machine strip hard surface floors I clean grout in floor tile and reapply approved floor finish.

Balearic ECP Daycare Area:
Description: Office, Kitchen and all restrooms on ECP side. (500 sq. ft.)
Description: Preschool Area (4,500 sq. ft.)

Daily Activities

- Empty waste baskets and carry trash to pick up area. Replace liners if torn ❑r soiled,
- cleanup soiled areas resulting from leaking liners.
- Spot clean interior & exterior entranceway door glass, push plates and handles.
- Vacuum carpeted floor traffic lanes, workspaces and all accessible areas, spot and
- edge as needed.
- Completely clean, disinfect restrooms, fixtures and bright work, restock dispensers, refill
  soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / dean all mop splatter from all vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Spot clean soiled walls and fixtures.
- Clean exterior and interior of microwave and disinfect counters and sinks in break room.
- Clean and polish drinking fountains.

Weekly Activities

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes and counters.
- Wipe down vinyl and leather furniture.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum ceiling vents & air deflectors.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corner and edges.

Quarterly Activities

- Clean carpet and hot water extract, using a high-pressure extraction system.

NORMA HERTZOG COMMUNITY CENTER: (9,300 sq. ft.)
SERVICE SCHEDULE: Daily, 1:00 a.m. - 6:00 a.m.
Lobby, Office Workspace, Restrooms, Office Area and Kitchen only.
SECURE FACILITY AND ACTIVATE SECURITY SYSTEM.

Daily Activities

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior & exterior entranceway door glass, push plates and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor mats.
- Completely clean, disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel including window ledges.
- Spot clean soiled walls and fixtures.
- Clean conference room and hallway tables.
- Clean dry erase boards.
- Clean exterior and interior of microwave and damp wipe counters and sinks in break
  room.
- Clean and polish drinking fountains.
- Pick up all trash including papers, wrappers, cigarette butts, and any other debris within ten feet of building perimeter.
- Wet mop kitchen area and wipe Formica counter tops only, no stainless steel.

Weekly Activities

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes and counters.
- Wipe down or vacuum lobby furniture.
- Chemically treat all waterless urinals on Friday evenings with approved chemical.

Monthly Activities

- Vacuum upholstered seating and replace furniture in its designated location.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum ceiling vents & air deflectors.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Replace waterless urinal cartridges with approved replacement as needed

Quarterly Activities

- Clean carpet and hot water extract, using a high-pressure extraction system.

Semi-Annual Activities

- Machine strip hard surface floors / clean grout in floor tile and reapply approved floor
- finish.

COSTA MESA CORP YARD – FLEET AND MAINTENANCE OFFICE AREAS: (17,390 sq. ft.) SERVICE SCHEDULE: Monday, Wednesday and Friday, after 3:30 P.M.
Description: All Office workspace, Men's and Women's Restrooms, Conference Room totaling 3,462 sq. ft. *Excluding General Facility and Warehouse (13,928 sq. ft.)*

Daily Activities (As noted above: Mon., Wed., Fri.)

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Vacuum floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean, disinfect restroom, fixtures and bright work, shower, restock
- dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust horizontal top surfaces using a synthetic duster or a treated towel.
- Spot clean soiled wall and fixtures.
- Clean conference room tables.
- Clean dry erase boards.
- Clean exterior and interior of microwave and damp wipe counters and sinks in break room.
- Clean and polish drinking fountains.

Weekly Activities in office areas

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes and counters.
- Chemically treat all waterless urinals on Friday evenings with approved chemical.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Vacuum all ceiling vents and deflectors.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Clean all baseboards.

Quarterly Activities

- Machine strip hard surface floors / clean grout in floor tile and reapply floor finish.
- Replace waterless urinal cartridges with approved replacement as needed.

Annual Activities

- Deep clean garage floor.

COSTA MESA CORP YARD — BLDG "A": (5,219 sq. ft.)
SERVICE SCHEDULE: Monday, Wednesday and Friday, after 5:30 P.M.
Description: All office workspace, Men's & Women's Restroom and Locker Room,
and Lunchroom. Excluding: Wood Shop, Irrigation Sprinkler Shop, Custodial Closet, Electrical Room and Office #109 (930 sq. ft.)

Daily Activities (As noted above: Mon., Wed., Fri.)

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Clean both sides of partition glass using an approved window cleaner.
- Spot clean interior & exterior entranceway door glass, push plates and handles.
- Vacuum all floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean, disinfect restroom, fixtures and bright work, showers, restock
- dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust horizontal top surfaces using a synthetic duster or a treated towel.
- Spot clean soiled wall and fixtures.
- Clean lunchroom tables.
- Clean dry erase boards.
- Clean exterior and interior of microwave and disinfect counters and sinks in break room.
- Clean and polish drinking fountains.

Weekly Activities

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes and counters.
- Wipe down vinyl and leather furniture.
- Chemically treat all waterless urinals on Friday evenings with approved chemical.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Vacuum ceiling vents and air deflectors.
- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Clean all baseboards.

Quarterly Activities

- Machine strip all hard surface floors / clean grout in restroom floor tile and reapply floor finish.
- Clean carpet and hot water extract using a high-pressure extraction system.

COSTA MESA SENIOR CENTER: Entire Facility, (20,127 sq. ft.) SERVICE SCHEDULE: Daily 3:30 p.m. - 4:00 a.m. except Monday and Wednesday Description: Lobby, Library, Elevator, Men's and Women's Restrooms, Health Clinic, Bridge Room, Arts and Crafts Classroom, Sunroom, Activity Room and Kitchen and Elevator. First and Second Floor. Excluding: Office Workspace. ALL SUPPLIES ARE PROVIDED BY THE SENIOR CENTER CORP.

Daily Activities

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean interior & exterior entranceway door glass, push plates and handles.
- Clean both sides of partition glass using an approved window cleaner.
- Vacuum carpeted floor traffic lanes, unsecured workspaces and all accessible areas, spot and edge as needed.
- Completely clean, disinfect restrooms, fixtures and bright work, restock dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills / clean all mop splatter from all vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Completely clean dust mop & polish bright work in elevators.
- Spot clean soiled walls and fixtures.
- Clean conference room tables.
- Clean dry erase boards.
- Clean exterior and interior of microwave and damp wipe counters and sinks in break
  room.
- Clean and polish drinking fountains.
- Pick up all trash including papers, wrappers, cigarette butts, and any other debris from planters and grounds.
- Clean and mop kitchen area, wipe down sinks and countertops.

Weekly Activities

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors / clean mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean around wall switch plates, doors, doorframes and counters.
- Wipe down vinyl and leather furniture.
- Vacuum elevator tracks removing all debris, clean and polish exterior doors.
- Chemically treat all waterless urinals on Friday evenings with approved chemical.
- Surface clean carpets as needed.

Monthly Activities

- Vacuum upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum ceiling vents & air deflectors.
- Dust, mop and spot clean Fire stairs, railings and ledges.

- Machine scrub hard surface floor and apply finish.
- Detail vacuum corners and edges.
- Strip floors and reapply floor finish in elevators.
- Clean accessible baseboards.

Quarterly Activities

- Clean carpet and hot water extract, using a high-pressure extraction system.

Semi-Annual Activities

- Machine strip hard surface floors / clean grout in floor tile and reapply approved floor
- finish.
- Replace waterless urinal cartridges with approved replacement as needed.

Annual Activities

- June - Clean all exterior windows, (to be scheduled in respect of rentals and programs).
- Clean wall coverings (1st floor only).

Costa Mesa Fire Stations #1-6: Entire Facility, (20,127 sq. ft.)
SERVICE SCHEDULE: ANNUAL DEEP CLEAN
Description: Living areas of each Fire Station. *Excluding: Garage area of the fire stations*

Annual Activities

- Clean/scrub all shower doors and shower tile
- Scrub tile floors and seal grout
- Vacuum and shampoo carpets
- Shampoo upholstered chairs
- Clean and wipe all walls/ceilings including removing spider webs
- Thorough dusting of all furniture, lockers, and ventilation registers
- Wash and wipe clean all windows/windowsills (inside and out)

➢ **Fire Station # 1**
2803 Royal Palm Drive
Costa Mesa, CA, 92626
Living space is approximately 3,750 sq.ft.

➢ **Fire Station # 2**
800 Baker Street
Costa Mesa, CA, 92626
Living space is approximately 3,332 sq.ft.

➢ **Fire Station # 3**
1865 Parka Avenue
Costa Mesa, VCA, 92627
Living space is approximately 3,358 sq.ft.

➢ **Fire Station # 4**
2300 Placentia Avenue
Costa Mesa, CA, 92627
Living space is approximately 3,150 sq.ft. & Training classroom is approximately 1,456
sq.ft.

➢ **Fire Station # 5**
2450 Vanguard Way
Costa Mesa, CA, 92626
Living space is approximately 4,305 sq.ft.

➢ **Fire Station # 6**
3350 Sakioka Drive
Costa Mesa, CA, 92626
Living space is approximately 4,342 sq.ft.

BRIDGE SHELTER SERVICE SCHEDULE (3,600 sq. ft.)
Monday - Friday, after 5:30 P.M.

Daily Activities

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Spot clean and disinfect interior & exterior entranceway door glass, push plates and handles.
- Clean and disinfect both sides of partition glass using an approved window clean and disinfect.
- Vacuum all carpeted floor traffic lanes, workspaces and all accessible areas, spot and edge as needed.
- Completely clean and disinfect & disinfect restrooms, fixtures and bright work, restock
- dispensers, refill soap as needed.
- Dust mop hard floors with a chemically (city approved) treated dust mop.
- Spot mop stains and spills/ clean and disinfect all mop splatter from all vertical surfaces.
- Dust all horizontal top surfaces using a synthetic duster or a treated dusting towel.
- Completely clean and disinfect dust mop & polish bright work in elevators.
- Spot clean and disinfect soiled walls and fixtures.
- Clean and disinfect conference room tables. Place chairs neatly around table and room perimeter.
- Clean and disinfect dry erase boards.
- Clean and disinfect exterior and interior of microwave and disinfect counters and sinks in break room.
- Clean and disinfect and polish drinking fountains.
- Service, empty and clean and disinfect exterior (at building entrances) trash receptacles.

Weekly Activities

- Dust low areas up to six foot in height.
- Damp mop all hard surface floors/ clean and disinfect mop splatter on walls.
- Use shampoo system to remove large soil spots and dry.
- Disinfect all door handles.
- Spot clean and disinfect around wall switch plates, doors, doorframes and counters.
- Wipe down vinyl and leather furniture.
- Vacuum all elevator tracks removing all debris, clean and disinfect and polish exterior doors.
- Chemically treat all on Friday evenings with approved chemical.
- Surface clean and disinfect carpets as needed.
- Clean and disinfect and dust of Council Chamber dais horizontal and vertical wood surfaces, podium and staff tables on Monday.

Monthly Activities

- Vacuum all upholstered seating.
- Dust all vertical and horizontal blinds.
- Dust ledges and windowsills over six feet.
- Vacuum all ceiling vents & air deflectors.

- Dust, mop and spot clean and disinfect fire escape, stairs, railings and ledges.
- Machine scrub hard surface floors and apply finish, including elevators.
- Detail vacuums all corners and edges.
- Clean and disinfect accessible baseboards.
- Extra clean and disinfect of council chambers exterior doors.

Quarterly Activities

- Clean and disinfect all accessible carpet using hot water, high-pressure extraction system.
- Clean and disinfect all windows inside and out.

Semi-Annual Activities

- Machine strip hard surface floors/ clean and disinfect grout in floor tile and reapply approved floor finish.
- Clean and disinfect fabric walls full height and hot water extract, using a high-pressure extraction system, ensuring no streaks are visible

Police Department Property & Evidence Warehouse
***Scheduling will need to be coordinated with Property and Evidence Supervisor because they will need to be onsite when services are provided.**

- Frequency: 2 times per month
  - 2 restrooms
  - 3 office rooms
  - 1 mini-hall

- Janitorial cleaning service will include the following:
  - Offices & Hall
    - Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
    - Vacuum carpeted areas.
    - Dust/wipe down all surfaces, cobwebs, debris.
  - Restrooms
    - Stock towels, tissue and hand soap (provide by Costa Mesa).
    - Empty sanitary napkin receptacles and wipe.
    - Empty trash receptacles and wipe if needed.
    - Clean and polish mirrors.
    - Sinks, toilets, urinals to be cleaned inside and out.
    - Sweep and mop restroom floors.

Costa Mesa Tennis Center
Service Schedule: Monday, Wednesday, and Friday, 1pm – 4pm
Approximately 1,000 sq. ft.
Description: 1 Men's and 1 Women's Restroom

Daily Activities

- Empty waste baskets, including organics and recycling collection containers, and carry to dedicated waste disposal area. Replace liners if torn or soiled, cleanup soiled areas resulting from leaking liners.
- Stock towels, tissue and hand soap (provide by Costa Mesa).
- Empty sanitary napkin receptacles and wipe.
- Empty trash receptacles and wipe if needed.
- Clean and polish mirrors.
- Sinks, toilets, urinals to be cleaned inside and out.
- Sweep and mop restroom floors.

ALDO (Code Enforcement Substation) - 3190 Airport Loop Dr., E-2
Approximately 2,000 sq. ft.
Description: Entry Areas, Common Areas, Restrooms, Kitchen/Breakroom Areas, Office Areas

Service:

1. Entry Areas

The contractor shall perform the following services:

- Clean and disinfect all surfaces — **Daily**
- Dust horizontal surfaces — **Weekly**
- High dust vertical surfaces (e.g., walls, vents, ledges) — **Monthly**
- Remove trash and replace liners — **Daily**
- Spot clean and remove fingerprints from entrance glass — **Weekly**
- Vacuum carpeted areas — **Daily**

2. Common Areas

The contractor shall perform the following services:

- Clean and disinfect all surfaces — **Daily**
- Dust horizontal surfaces — **Weekly**
- High dust vertical surfaces — **Monthly**
- Remove trash and replace liners — **Daily**
- Spot clean and remove fingerprints from glass — **Weekly**
- Vacuum carpeted areas — **Daily**

3. Restrooms

The contractor shall perform the following services:

- Clean and disinfect all fixtures, including sinks, toilets, urinals, and countertops — **Daily**
- Clean mirrors and spot clean all glass surfaces — **Daily**
- Mop floors using a neutral floor cleaner — **Daily**
- Dust horizontal surfaces — **Weekly**
- High dust vertical surfaces — **Monthly**
- Re-stock consumable supplies, including hand towels, toilet paper, and hand soap, as necessary — **Daily**
- Remove trash and replace liners — **Daily**
- Sweep floors — **Daily**

4. Kitchen / Breakroom Areas

The contractor shall perform the following services:

- Mop floors using a neutral floor cleaner — **Daily**
- Dust horizontal surfaces — **Weekly**
- High dust vertical surfaces — **Monthly**
- Re-stock paper products and hand soap, as necessary — **Daily**
- Remove trash and replace liners — **Daily**
- Sweep floors — **Daily**

5. Office Areas

The contractor shall perform the following services:

- Clean, disinfect, and dust desk and work surfaces — **Daily**
- Dust electronics and monitors — **Weekly**
- Dust horizontal surfaces — **Weekly**
- High dust vertical surfaces — **Monthly**
- Remove trash and replace liners — **Daily**
- Vacuum carpeted areas — **Daily**

APPENDIX B

COST PROPOSAL
FOR
JANITORIAL SERVICES FOR CITY FACILITIES

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

BUILDING	ADDRESS	MONTHLY LABOR HRS.	MONTHLY COST	ANNUAL COST
Balearic Community Center	1975 Balearic Dr.		$	$
City Hall	77 Fair Dr.		$	$
Communications Center	79 Fair Dr.		$	$
Corporation Yard (Old)	2300 Placentia Ave.		$	$
Corporation Yard (New)	2310 Placentia Ave.		$	$
Downtown Recreation Center	1860 Anaheim Ave.		$	$
Norma Hertzog Community Center	1845 Park Ave.		$	$
Police Facility	99 Fair Dr.		$	$
Police Substation	567 W. 18th St.		$	$
Senior Center	695 W. 19th St.		$	$
Bridge Shelter	3175 Airway Ave.		$	$
PD Warehouse	3175 Airway Ave.		$	$
Fire Stations 1-6	Various		$	$
IT Offices and Training Room	77 Fair Dr.		$	$

Costa Mesa Tennis Center	880 Junipero Dr.		$	&
All Park Locations (Not including Fairview Park)	Various		$	$
Fairview Park	2525 Placentia Ave.		$	$
ALDO (Code Enforcement Substation)	3190 Airport Loop Drive, E-2		$	$
TOTAL:			**$**	**$**

Pricing shall remain firm for a minimum of two (2) years. All requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

APPENDIX D
PREVAILING WAGE

1. This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

2. This is public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

3. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

4. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

5. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

6. Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

7. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

8. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprentice able occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the

ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice able trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

9. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

ADDENDUM NO. 1

REQUEST FOR PROPSAL

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

RFP NO. 26-13

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Addendum Released on February 17, 2026

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

1. **DELETE: Mandatory Job Walk** will be held on **February 18, 2026, at 10:00 a.m.** beginning at City Hall. The site inspections will allow the contractor to become familiar with all conditions that may affect the performance and cost of the contract. Proposers should be familiar with the proposal prior to attending the informational meeting and the job walk. Each attendee will be responsible for getting to each of the offsite facilities during the walkthrough.

   The informational meeting and inspection of the facilities are mandatory. Any proposals received from contractors who did not attend job walk, will be deemed nonresponsive to the RFP. All prospective contractors will be required to sign in prior to the meeting and at the conclusion of the site visits.

2. **REPLACE**: **Mandatory Job Walk** will be held on **February 18, 2026, at 8:30 a.m.** beginning at City Hall. The site inspections will allow the contractor to become familiar with all conditions that may affect the performance and cost of the contract. Proposers should be familiar with the proposal prior to attending the informational meeting and the job walk. Each attendee will be responsible for getting to each of the offsite facilities during the walkthrough.

   The informational meeting and inspection of the facilities are mandatory. Any proposals received from contractors who did not attend job walk, will be deemed nonresponsive to the RFP. All prospective contractors will be required to sign in prior to the meeting and at the conclusion of the site visits.

3. **ADD: City Facility** sites to be visited during the mandatory job walk. Highly recommend bringing a copy of **Exhibit I Job Specifications** found in the RFP to follow during the job walk.

CITY FACILITY SITES

BUILDING	ADDRESS	TOTAL SQUARE FOOTAGE
Balearic Community Center	1975 Balearic Drive	7,680
City Hall	77 Fair Drive	73,341
PD - Communications Center	79 Fair Drive	7,960
Corporation Yard (Old)	2300 Placentia Avenue	17,390
Corporation Yard (New)	2310 Placentia Avenue	5,219
Downtown Recreation Center	1860 Anaheim Avenue	18,445
Norma Hertzog Community Center	1845 Park Avenue	9,300
Police Facility	99 Fair Drive	30,551
Police Substation	567 W. 18th Street	8,966
Senior Center	695 W. 19th Street	20,127
Bridge Shelter	3175 Airway Avenue	3,600
PD Warehouse	3175 Airway Avenue	NA
IT Offices and Training Room	77 Fair Drive	1,000 – Basement @ City Hall
Costa Mesa Tennis Center	880 Junipero Drive	1,000
ALDO (Code Enforcement Substation)	3190 Airport Loop Drive, E-2	2,000
STATION	**ADDRESS**	**TOTAL SQUARE FOOTAGE/LIVING SPACE**
Fire Station No. 1	2803 Royal Palm Drive	3,750
Fire Station No. 2	800 Baker Street	3,332

Fire Station No. 3	1865 Parka Avenue	3,358
Fire Station No. 4	2300 Placentia Avenue	3,150 & 1,456 for training classroom
Fire Station No. 5	2450 Vanguard Way	4,305
Fire Station No. 6	3350 Sakioka Drive	4,342

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

Signature **Date**

Typed Name and Title

Company Name

Address

City **State** **Zip**

ADDENDUM NO. 2

REQUEST FOR PROPSAL

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

RFP NO. 26-13

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Addendum Released on February 19, 2026

The referenced document has been modified as per the attached Addendum No. 2

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

1. **DELETE: Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

    - **Project of Approach & Methodology ------- 35%**
    - **Qualifications & Experience of Firm ------- 30%**
    - **Staffing ---- 30%**
    - **Cost Proposal ----- 5%**

2. **REPLACE**: Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

    - **Project of Approach & Methodology ------- 35%**
    - **Qualifications & Experience of Firm ------- 30%**
    - **Staffing ---- 25%**
    - **Cost Proposal ----- 10%**

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

_____
Signature **Date**

_____
Typed Name and Title

_____
Company Name

_____
Address

_____
City **State** **Zip**

ADDENDUM NO. 3

REQUEST FOR PROPSAL

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

RFP NO. 26-13

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Addendum Released on February 20, 2026

The referenced document has been modified as per the attached Addendum No. 3

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

1. **ADD: 2nd Mandatory Job Walk** will be held on **February 24th, 2026, at 8:30 a.m.** beginning at City Hall. The site inspections will allow the contractor to become familiar with all conditions that may affect the performance and cost of the contract. Proposers should be familiar with the proposal prior to attending the informational meeting and the job walk. Each attendee will be responsible for getting to each of the offsite facilities during the walkthrough.

   The informational meeting and inspection of the facilities are mandatory. Any proposals received from contractors who did not attend job walk, will be deemed nonresponsive to the RFP. All prospective contractors will be required to sign in prior to the meeting and at the conclusion of the site visits.

   Companies that attended the **February 18th** mandatory job walk are not required to attend.

2. **ADD: City Facility** sites to be visited during the mandatory job walk. Highly recommend bringing a copy of **Exhibit I Job Specifications** found in the RFP to follow during the job walk.

CITY FACILITY SITES

BUILDING	ADDRESS	TOTAL SQUARE FOOTAGE
Balearic Community Center	1975 Balearic Drive	7,680
City Hall	77 Fair Drive	73,341
PD - Communications Center	79 Fair Drive	7,960
Corporation Yard (Old)	2300 Placentia Avenue	17,390
Corporation Yard (New)	2310 Placentia Avenue	5,219
Downtown Recreation Center	1860 Anaheim Avenue	18,445
Norma Hertzog Community Center	1845 Park Avenue	9,300
Police Facility	99 Fair Drive	30,551
Police Substation	567 W. 18th Street	8,966
Senior Center	695 W. 19th Street	20,127
Bridge Shelter	3175 Airway Avenue	3,600
PD Warehouse	3175 Airway Avenue	NA
IT Offices and Training Room	77 Fair Drive	1,000 – Basement @ City Hall
Costa Mesa Tennis Center	880 Junipero Drive	1,000
Code Enforcement Substation	3190 Airport Loop Drive, E-2	2,000

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

_____	_____
Signature Date	**Company Name**
_____	_____
Typed Name and Title	**Address**
	_____
	City State Zip

ADDENDUM NO. 4

REQUEST FOR PROPSAL

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

RFP NO. 26-13

Costa Mesa

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Addendum Released on March 4, 2026

The referenced document has been modified as per the attached Addendum No. 4

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

1. **ADD: Exhibit 2 Scope of Work & Job Specification for Park Restrooms**

2. **ADD: Signed Sign in Sheets**

    - **February 18, 2026 @ 8:30 a.m.**
    - **February 24, 2026 @ 8:30 a.m.**

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

Signature **Date**	**Company Name**
Typed Name and Title	**Address**
	City **State** **Zip**

EXHIBIT 2

SCOPE OF WORK AND JOB SPECIFICATIONS FOR PARK RESTROOMS FOR JANITORIAL SERVICES FOR CITY FACILITIES

The Custodial/Janitorial Services contractor is responsible for the cleanliness and sanitation of the interior to the building. The description of each activity/service requirement is to be used as a guideline for the Contractor. The description does not attempt to describe every detail or feature of the park restrooms that are to be maintained by the Contractor.

Daily Activities:

- Empty all waste receptacles. Replace liner if torn or soiled. Spot clean receptacles.
- Clean and polish all drinking fountains, removing water marks, scale, and splashes on sides and front.
- Clean and disinfect any soiled areas resulting from leaker liners.
- Completely clean and sanitize all toilets, urinals and adjacent wall surfaces.
- Clean and sanitize walls and doors.
- Clean and sanitize mirrors, sinks, countertops and changing stations.
- Dust natural airflow grills/grates.
- Clean, sanitize and polish all metal bright work.
- Clean and sanitize stall partitions, shelves, fixtures and dispensers.
- Unclog any stoppages in toilets and sinks. Notify City immediately via email if unsuccessful.
- Knock down any spider webs and dust surfaces.
- Restock paper dispensers and refill soap dispensers as needed.
- Sweep and mop with germicidal disinfectant.
- Inspect the restroom and notify City, via email, of any damaged or broken fixtures or amenities, graffiti or unsafe conditions.
- Lock restroom doors/gates and lock park access gate(s) when work is completed.

Weekly Activities:

- Hose down floors and remove standing water using a squeegee.

Monthly Activities:

- Pressure wash interior to remove stains and visible soil such as dirt and soap stains from walls and floors.

PARK AND PUBLIC FACILITY RESTROOM LOCATIONS AND SCHEDULE

Park Name and Address	Weekday Time In/Out	Weekend Time In/Out
Canyon Park 970 Arbor Street (Lock Gate Only)	5:00 pm	5:00 pm
Del Mesa Park 2080 Manistee Drive	9:00 pm - 9:15 pm	9:05 pm – 9:20 pm
Estancia Park 1900 Adams Avenue	7:10 pm - 7:25 pm	7:10 pm - 7:25 pm
Fairview Park 2501 Placentia Avenue	6:50 pm - 7:10 pm	6:50 pm - 7:10 pm
Jack Hammett Sports Complex 2750 Fairview Road	10:40 pm - 11:00 pm	11:05 pm - 11:30 pm
Heller Park 257 E 16th Street	5:30 pm - 5:45 pm	5:30 pm - 5:45 pm
Lions Park 570 W 18th Street	5:45 pm - 6:00 pm	5:45 pm - 6:00 pm
Luke Davis Field 1814 Anaheim Avenue	6:15 pm - 6:30pm	6:15 pm - 6:30 pm
Shiffer Park 3143 Bear Street	8:20 pm - 8:35 pm	8:20 pm - 8:35 pm
Smallwood Park 1656 Corsica Place	7:40 pm - 7:55 pm	7:40 pm - 7:55 pm
TeWinkle Park 970 Arlington Drive (4 Restrooms)		
Skate Park	9:40 pm - 10:10 pm	9:45 pm - 10:15 pm
Angel's Playground	9:15 pm - 9:40 pm	10:45 pm - 11:05 pm
Restroom #2	No Service	9:20 pm - 9:45 pm
Athletic Complex	10:10 pm - 10:40 pm	10:15 pm - 10:45 pm
Vista Park 1200 Victoria Street	6:35 pm - 6:50 pm	6:35 pm - 6:50 pm
Wakeham Park 3400 Smalley Street	7:55 pm - 8:20 pm	7:55 pm - 8:20 pm

EXHIBIT B

CONTRACTOR'S PROPOSAL

Proposal For Services:
City of Costa Mesa

RFP No. 26-13

CCS Facility Services' Response

March 11, 2026

March 11, 2026
Stephanie Urueta & Evaluation Committee
77 Fair Drive, Costa Mesa, CA 92628

Dear Evaluation Committee,

CCS Facility Services is pleased to submit our proposal to provide janitorial services for City of Costa Mesa facilities under RFP No. 26-13. We appreciate the opportunity to compete for this program and believe our operational capacity, municipal experience, and local presence uniquely position us to successfully support the City's facilities. We hope you find our proposed program compelling and cost effective.

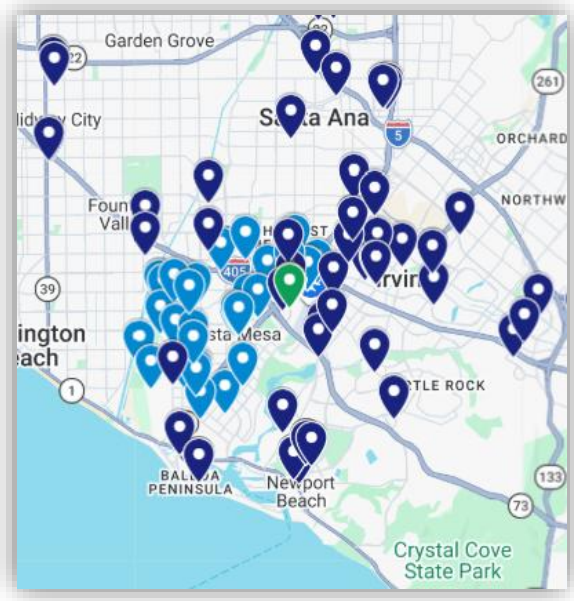
CCS Facility Services maintains a regional office located in Costa Mesa, allowing us to provide direct local management and rapid operational support to City facilities. Our regional leadership team lives and works in the surrounding community and actively supports dozens of municipal facilities throughout Orange County and Southern California. Because of this strong local presence, we have a deep understanding of the operational expectations associated with maintaining public facilities, including city halls, public safety buildings, community facilities, and parks. For your reference, we have included a map illustrating the numerous government facilities we currently support in the surrounding region.

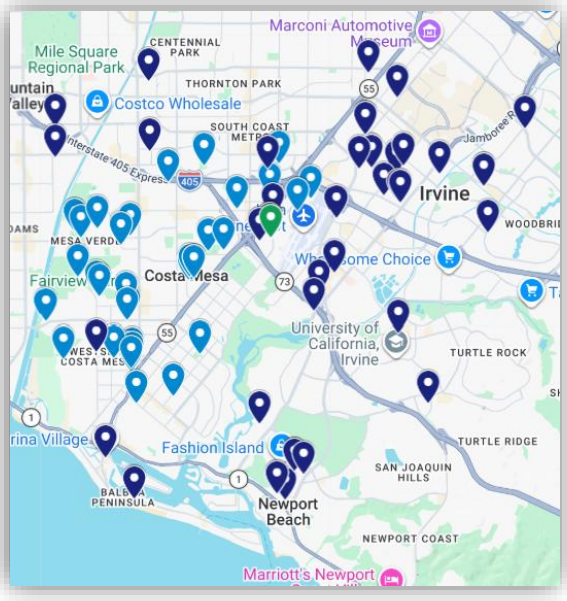
Our proposal demonstrates CCS's comprehensive understanding of the City's objectives and Scope of Work. We have structured our approach around the key evaluation priorities identified in the RFP: a clear and reliable service methodology, extensive municipal qualifications, strong staffing capacity, and responsible pricing. CCS currently supports hundreds of public facilities and has built scalable systems to manage complex multi-site programs while maintaining strict sanitation standards, quality assurance oversight, and responsive communication with our public agency partners.

Staffing reliability is one of CCS's greatest strengths. We currently have zero open janitorial positions in the Costa Mesa region and maintain a fully staffed workforce supported by trained floater personnel who provide additional coverage across our existing programs. While we understand the City will expect a thoughtful transition plan and dedicated staffing model, our existing workforce capacity means that if immediate support were ever required, CCS could mobilize experienced personnel to support the program without delay.

Current Staffing for Our Costa Mesa Branch:
Total Number of Professional Cleaners: 680
Total Number of Job Openings as of March 4, 2026: 0
Total number of cross-trained floaters: 12

Below please see maps of our client density in and around Costa Mesa. Our client locations are marked in navy, the locations specified in this RFP are in light blue, and our office is the green dot. We have regional leadership that works in this office and will have eyes on the City of Costa Mesa facilities regularly. Showcasing our client density here proves we have the regional support and layered management to provide the City of Costa Mesa with a quality janitorial program.





In addition to our workforce depth, CCS brings nearly four decades of experience delivering custodial services to government agencies. Our management teams utilize structured quality control inspections, dedicated supervision, and modern workforce technology to ensure that service standards are consistently achieved across all facilities. These systems provide the reliability, transparency, and accountability that municipalities expect when outsourcing critical facility services.

We are confident CCS Facility Services is exceptionally well qualified to support the City of Costa Mesa. Our local presence, municipal experience, stable workforce, and operational infrastructure position us to deliver dependable service that reflects positively on the City and ensures facilities remain clean, safe, and welcoming for employees and residents alike.
Thank you for your time and consideration. We look forward to the opportunity to partner with the City of Costa Mesa and are available at any time to answer questions regarding our proposal.

Sincerely,

Maryll Betzold
Director, Government Services
CCS Facility Services
mbetzold@ccsbts.com
720-955-5421

Table of Contents

Project Approach & Methodology 5

Qualifications and Experience of Firm 13

Staffing 16

Background & Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work**, **Appendix A** of this RFP.

Background and Project Summary

CCS Facility Services understands that the City of Costa Mesa is seeking a reliable and experienced contractor to provide comprehensive janitorial services across multiple City-owned facilities. The City requires a janitorial program that consistently maintains clean, sanitary, and professional environments for both employees and the public while ensuring minimal disruption to City operations.

Based on our review of Appendix A – Scope of Work, the City is seeking a contractor capable of providing complete janitorial services that include furnishing all labor, supervision, equipment, and cleaning materials necessary to maintain City facilities to high sanitation and presentation standards. The work encompasses routine daily cleaning tasks and advanced periodic requirements, including weekly, monthly, quarterly, bi-annual, and annual services with varying degrees of difficulty and complexity.

CCS Facility Services recognizes that the City has established specific performance expectations for cleanliness, sanitation, and responsiveness. The program requires adherence to detailed task schedules for each facility, consistent quality standards, and the ability to respond quickly to service concerns. The City has also outlined clear operational requirements including proper supervision, employee background checks, safety and training programs, and strict adherence to security procedures within City facilities. The contractor must maintain sufficient staffing levels, provide trained personnel and supervisors, and respond promptly to both major and minor service issues to ensure facilities remain clean, disinfected, and safe for daily use.

The objectives of this program are to maintain City facilities in a condition that is consistently clean, sanitary, and welcoming to employees, residents, and visitors. This includes delivering reliable service schedules, maintaining high-quality floor and surface care, ensuring restrooms and public areas meet strict sanitation standards, and supporting the City's operational requirements through responsive supervision and effective communication with City staff. By implementing structured cleaning procedures, trained personnel, and proactive quality control, the contractor can ensure the City of Costa Mesa's facilities remain well-maintained and reflective of the City's commitment to providing high-quality public services.

Project Approach & Methodology

Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:

1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.

Understanding the Scope of Work

CCS Facility Services has thoroughly read and understands the scope listed in the RFP issued by the City of Costa Mesa. We have spent nearly 40 years in the janitorial/custodial industry. During those years, we have refined a formula we use to identify how long it will take our team to complete a provided scope of work. CCS Facility Services uses this formula hundreds of times per year, and it has proven to be a trustworthy metric for us internally to provide accurate proposal estimates that we stand by. On this and the following pages, we have compiled a thorough explanation of how we will complete the scope of work if CCS Facility Services is awarded the contract. On page 14, we outline the hours per day and per week estimates based on the scope of work listed in the RFP. We will also bring in our specialized floor care team to assist with periodic and floor care needs, including all carpet and hard floor care, exterior window care, pressure washing, and all pool deck cleaning needs.

Due to the number of facilities, the frequency of cleaning, and the schedule required, we anticipate this program requiring 10 employees, with a mix of full time and part time to fulfill weekend, monthly, quarterly, and floor care needs.

We understand that the scope of work for a public agency janitorial program extends well beyond routine cleaning tasks and requires disciplined execution, regulatory compliance, and measurable performance outcomes. Public-sector facilities demand structured staffing plans by site and shift, adherence to detailed task frequencies (daily, weekly, periodic, and annual), documented quality assurance protocols, and strict compliance with security requirements such as background screenings and controlled access procedures. The program must incorporate sustainable cleaning practices, proper chemical management with SDS documentation, equipment maintenance standards, and clear escalation procedures for emergency response. Equally important is transparent communication with agency stakeholders, including routine inspections, performance reporting, issue tracking, and scope validation to ensure alignment with budget and service expectations. Our approach recognizes that a public agency janitorial contract is fundamentally an operational partnership—one that safeguards public assets, supports health and safety, and maintains community confidence through consistent, accountable service delivery.

2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

To ensure consistent client satisfaction and full compliance with the Scope of Work, CCS Facility Services implements a disciplined service delivery model built on **structured transition planning, layered management oversight, and a data-driven quality assurance program**. This approach has been successfully deployed across numerous municipal programs throughout the region and reflects the same operational rigor we bring to our long-standing local government partnerships.

Project Approach & Methodology

Compliance-Focused Transition and Operational Readiness

CCS Facility Services approaches every new contract with a structured transition plan designed to ensure immediate compliance with the Scope of Work and a seamless start to operations. During mobilization, CCS validates all facilities, confirms staffing assignments, verifies equipment inventories, and aligns service schedules with contract specifications. Standard operating procedures, safety protocols, and reporting structures are implemented from day one to ensure services are delivered consistently and in full compliance with program requirements. Because CCS already maintains a strong operational footprint supporting numerous nearby public-sector clients, we are able to leverage existing management infrastructure, trained personnel, and operational resources to stabilize service quickly and minimize startup risk.

Layered Management Oversight

A cornerstone of CCS's service delivery model is our layered management structure, which ensures multiple levels of supervision, accountability, and operational support. Frontline supervisors work directly with cleaners and day porters to ensure tasks are completed according to specification, while Area Managers and senior leadership provide broader oversight, coaching, and quality accountability. This structure ensures that each facility benefits from consistent supervision and that issues are escalated and resolved quickly.

Technology-Enabled Quality Assurance

CCS reinforces its management structure with a technology-driven quality assurance program built on two integrated platforms:

- Visitt, our AI-enabled quality control and work order management system, documents inspections, tracks corrective actions, and provides photo-verified service completion. This platform creates full transparency by allowing supervisors and client stakeholders to view real-time service performance and inspection results.
- Findd, our biometric and geofenced timekeeping system, verifies employee attendance and confirms that staff are working at the appropriate locations and times. This system provides a reliable, auditable record of workforce compliance.

Together, these tools create a closed-loop operational system where work is assigned, verified, documented, and continuously monitored.

Inspections, Accountability, and Continuous Improvement

CCS conducts a structured inspection program consisting of formal inspections, routine walkthroughs, and unannounced spot checks. Inspection results are documented within Visitt and automatically routed to supervisors for immediate corrective action when needed. This proactive approach allows our team to identify issues early and maintain consistent service performance across all facilities.

Quarterly Business Reviews and Client Partnership

To ensure ongoing alignment with client expectations, CCS conducts Quarterly Business Reviews (QBRs) with agency stakeholders. These meetings provide a structured forum to review performance metrics, inspection trends, service data, and improvement initiatives. QBRs reinforce transparency, strengthen communication, and ensure that service delivery continues to evolve with the agency's operational needs.

Through this integrated approach—a compliance-driven transition, layered supervision, technology-enabled quality assurance, structured inspections, and collaborative performance reviews—CCS consistently delivers reliable, high-performing janitorial programs. Our extensive experience supporting nearby public-sector agencies demonstrates our ability to meet the accountability, transparency, and operational standards required in government environments while maintaining a strong focus on client satisfaction.

Project Approach & Methodology

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

Our proposed schedule for the City of Costa Mesa facilities will be applied using a production-rate methodology refined over nearly 40 years of janitorial operations. For each building type and task category (e.g., restrooms, offices, public counters, hard floors, glass, high-touch disinfection), we calculate labor hours using established square-foot production standards, task frequencies, fixture counts, and site-specific variables such as occupancy levels and public access intensity. These standards are derived from historical performance data across comparable civic facilities, time-and-motion benchmarking, and continuous field validation by our operations leadership team. The resulting staffing model reflects the time required to meet scope, quality, and compliance expectations while maintaining supervisory oversight and quality assurance inspections.

The numbers below reflect hours per month. On the following page we outline how long the standard daily / weekly duties will be carried out over a week's time.

Location Name	Total Monthly Hours	Daily / Weekly Duties	Floor Care	Other Duties (Monthly / Quarterly)	Annual & Semi Annual Required Duties (No floor care included)
Balearic Community	65	48	9	8	
City Hall	250	210	20	5	15
Communications	28	24	3		1
Corporation Yard -Old	18	13	2	1	2
Corporation Yard	18	15	2	1	
Downtown Recreation	170	150	15	5	
Norma Hertzog	68	60	8		
Police Facility	345	290	52	2	1
Police Substation	5	4	0.5	0.5	
Senior Center	100	80	15	4	1
Bridge Shelter	28	21	3	2	2
PD Warehouse	3	3			
Fire Stations	8				8
IT Offices & Training	7	7			
Costa Mesa Tennis	9	9			
Park Locations	456	450		6	
Fairview Park	15	14.5		0.5	
ALDO	22	19		3	

Project Approach & Methodology

The below reflects the standard weekly schedule and hours per day to accomplish the ongoing daily / weekly tasks as part of the scope of work.

Location Name	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Balearic Community		2	2	2	2	2	
City Hall		9.5	9.5	9.5	9.5	9.5	
Communications		1	1	1	1	1	1
Corporation Yard -Old		1		1		1	
Corporation Yard		1		1		1	
Downtown Recreation	4.5	4.5	4.5	4.5	4.5	4.5	4.5
Norma Hertzog	1.75	1.75	1.75	1.75	1.75	1.75	1.75
Police Facility	9.5	9.5	9.5	9.5	9.5	9.5	9.5
Police Substation				1			
Senior Center	3.5		3.5		3.5	3.5	3.5
Bridge Shelter		1	1	1	1	1	
PD Warehouse				.75 Semi-Monthly			
Fire Stations	Annual Service						
IT Offices & Training	1	1	1	1	1	1	1
Costa Mesa Tennis		.75		.75		.75	
Park Locations	15	15	15	15	15	15	15
Fairview Park	1	1	1	1	1	1	1
ALDO	.75	.75	.75	.75	.75	.75	.75

Project Approach & Methodology

Floor Care

CCS Facility Services specializes in comprehensive floor care and maintenance, and our teams are highly experienced in managing the types of recurring floor care services required under this contract. The City's scope includes monthly machine scrubbing of hard surface flooring, quarterly carpet cleaning, and semi-annual strip and wax services, all of which are core services regularly performed by CCS across our municipal and public-sector client portfolio. Our trained floor technicians utilize commercial-grade equipment and industry-approved processes to restore, protect, and extend the life of flooring materials while maintaining a consistently clean and professional appearance. By integrating these services into our structured periodic maintenance program, CCS ensures that both carpeted and hard surface floors receive the specialized attention needed to maintain safety, durability, and long-term facility value.

Window Cleaning

Exterior window cleaning services will be performed by West Coast Property Maintenance, a trusted CCS subcontracting partner with extensive experience in commercial and municipal window cleaning; all required licenses and credentials can be provided to the City of Costa Mesa upon request.

Locker Room Details

Locker room detailing will be performed by CCS's dedicated daily cleaning team, who are trained in proper locker room sanitation procedures and equipped with the specialized tools and products required to safely and effectively clean locker interiors, benches, and surrounding surfaces. This approach ensures lockers are detailed consistently and thoroughly while maintaining hygiene standards and minimizing disruption to facility users.

Pressure Washing

CCS utilizes a dedicated specialty services team to perform all pressure washing and exterior surface cleaning required under this contract. These technicians are specifically trained in exterior cleaning methods, surface protection, and safety procedures, and are equipped with commercial-grade pressure washing systems designed for municipal environments. By deploying a specialized crew with the proper equipment, surface-appropriate cleaning techniques, and experience working on public facilities, CCS ensures that sidewalks, hardscape areas, and exterior building surfaces are cleaned effectively while protecting surrounding infrastructure and minimizing disruption to City operations and the public.

Parks

CCS Facility Services has extensive experience providing janitorial services for municipal park systems and understands the unique operational considerations involved in maintaining public-facing outdoor facilities. For the City of Costa Mesa parks included in this scope of work, CCS has proposed a two-person full-time parks team that will travel together using a CCS-provided vehicle to complete all daily, weekly, monthly, and quarterly services. This team-based approach allows our staff to divide responsibilities and complete work more efficiently, minimizing the time each park facility is occupied for cleaning and reducing disruption to community use. By deploying a dedicated parks crew equipped with the necessary supplies and transportation, CCS ensures consistent service coverage, faster task completion, and reliable maintenance of these high-visibility public amenities.

Project Approach & Methodology

4. A proposed schedule indicating stages of work, time frames, and ability to perform the required services in a timely manner shall be included in the proposal

The City of Costa Mesa program includes a robust and detailed set of periodic cleaning requirements, and CCS is well prepared to manage this level of service. Using **Visitt**, our closed-loop quality assurance platform, we will schedule all periodic tasks—including monthly, quarterly, and semi-annual services—**up to one year in advance**, ensuring each requirement is planned, tracked, and verified. CCS will also coordinate scheduling of these services with City staff ahead of time to minimize disruption and ensure transparency. While the standard periodic schedule outlined below applies to many of the facilities in this RFP, we recognize that several locations have **unique requirements** that cannot all be detailed within the space available. CCS has thoroughly reviewed the scope and is fully aware of the program's specialized needs—including **pressure washing, exterior window cleaning, monthly machine scrubbing, restroom detailing, and other facility-specific services**—and we are committed to ensuring every periodic requirement identified in the scope of work is completed consistently and on schedule.

The below schedule applies to many, not all, of the facilities outlined in this RFP. We have read, understand, and will comply with all periodic requirements. The anticipated timeline to complete these tasks can be found on page 8.

Weekly	Monthly	Quarterly	Semi Annual	Annual Services
• Dust low areas up to six foot in height. • Damp mop all hard surface floors / clean mop splatter on walls. • Use shampoo system to remove large soil spots and dry. • Disinfect all door handles. • Spot clean around all wall switch plates, doors, door frames and counters. • Wipe down vinyl and leather furniture. • Vacuum elevator tracks removing all debris, clean and polish exterior doors. • Chemically treat all waterless urinals on Friday evenings with approved chemicals. • Surface clean carpets as needed.	• Vacuum upholstered seating. • Dust all vertical and horizontal blinds. • Dust ledges and windowsills over six feet. • Vacuum ceiling vents and deflectors. • Dust mop and spot clean Fire Escape Stairs, railings and ledges. • Machine scrub hard surface floor and apply finish. • Detail vacuum corners and edges. • Clean and polish metal elevator threshold plates. • Clean accessible baseboards.	• Clean carpet using a high-pressure hot water extraction system.	• Machine strip hard surface floors / clean grout in floor tile and reapply approved floor finish. • Replace waterless urinal cartridges with approved replacements as needed.	• June - Clean all exterior windows, power wash exterior sunscreens (to be performed on weekend only.)

Project Approach & Methodology

Demonstration of Experience Providing Janitorial Service to Similar Entities

CCS Facility Services has included a sample list of public agencies and local government partners nationwide to showcase our demonstrated experience in providing janitorial services to similar entities. These clients, whose engagements involve complex scopes of work, multiple buildings, defined schedules, and access to sensitive facilities, are comparable to the City of Costa Mesa's scope requirements. Notably, several of these agencies have entrusted CCS Facility Services with their janitorial needs for over a decade, underscoring our commitment to long-term, reliable service. CCS Facility Services supports over 15 public agencies in Southern California with janitorial needs, and over 1,000 local government facilities nationwide. This extensive experience in providing services to other local governments qualifies us to serve the City of Costa Mesa.

Account Name	Account Location	Year Initiated	Contract Value
San Bernardino County	San Bernardino, CA	2025-Present	Approx. $984k/year
Amtrak	Los Angeles, CA	2025-Present	Approx. $120k/year
City of Signal Hill	Signal Hill, CA	2025-Present	Approx. $240k/year
City of Laguna Beach	Laguna Beach, CA	2025-Present	Approx. $240k/year
City of Chino	Chino, CA	2019-Present	Approx. $456k/year
City of Rancho Cucamonga	Rancho Cucamonga, CA	2014-Present	Approx. $900k/year
City of Fullerton	Fullerton, CA	2014-Present	Approx. $840k/year
City of Monterey Park	Monterey Park, CA	2025-Present	Approx. $480k/year
City of Monrovia	Monrovia, CA	2016-Present	Approx. $204k/year
Santa Clara Valley Water	San Jose, CA	2023-Present	Approx. $1.3m/year
Madera County	Madera, CA	2018-Present	Approx. $780k/year

Staffing for Our Orange County Branch:
Total Number of Professional Cleaners: 650
Total Number of Job Openings as of March 4, 2026: 0 (We typically have 3-5 openings, but are fully staffed currently)
Total number of cross-trained floaters: 12

We anticipate staffing this program with approximately 10 employee, a mix of part time and full time, which is approximately 1% of our current workforce in this branch. With our high level of client density in the area, we can easily support the City of Costa Mesa and have a robust local infrastructure to ensure quality of service.

Project Approach & Methodology

CCS Facility Services will carry out the City of Costa Mesa's Scope of Work through ***a structured, fully self-performed janitorial program built to support the City's 17 facilities with consistent quality, reliable staffing, and clear accountability***. Our approach combines disciplined recruiting, optimized scheduling, strong on-site supervision, and a proven system for ensuring all daily and periodic tasks are completed on time.

During the **transition phase**, we conduct detailed walkthroughs of each facility to confirm access windows, building requirements, special cleaning needs, and storage and security protocols. We then assign trained CCS employees—day porters, night staff, and specialist floorcare technicians—based on each building's operational needs. All personnel are background-screened, uniformed W-2 employees trained on the City's scope, restroom and locker-room sanitation, safety requirements, closed-loop chemical use, and customer service expectations.

Scheduling is aligned with the City's service windows to ensure efficient, safe cleaning. Night crews service the key City facilities, including City Hall, the recreation center, community centers, police facilities, corporation yards. We will have a dedicated team supporting the City of Costa Mesa parks, ensuring that there are two individuals at each park. The City of Costa Mesa's full scope of work, including daily and periodic tasks, will be managed through our work order system, Visitt.

Oversight service is delivered through a robust management structure. In addition to the City's two required supervisors on duty, an Account Manager serves as the City's primary point of contact, supported by Day Service Managers, Night Area Managers who conduct routine inspections, monitor performance, coach staff, and verify the completion of all work. Our closed-loop work-order and inspection process documents tasks, tracks progress, and ensures any issue is corrected the same day.

CCS Facility Services performs all daily cleaning tasks, including restroom sanitation, high-touch disinfection, trash removal, floor care, vacuuming, glass cleaning, kitchen and appliance cleaning, and facility-specific needs such as City Hall meeting support and Library children's area care. In addition to daily service, CCS completes the City's periodic requirements. Monthly tasks—such as high dusting, machine floor scrubbing, cleaning of all vertical and horizontal blinds, and baseboard cleaning—are scheduled during low-traffic times. Quarterly work includes both carpet and strip-and-wax maintenance, and Bi-annual and annual deep cleaning, including full window cleaning, pressure washing, and deep cleaning garage flooring is performed by our specialized floorcare division.

Through precise staffing, structured scheduling, strong supervision, and an organized periodic-maintenance program, CCS Facility Services ensures high-quality cleaning across all City buildings while meeting every daily, seasonal, and long-term requirement of the City of Costa Mesa's Scope of Work.

Qualifications & Experience of Firm

Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable of providing the services specified in the Scope of Work.

CCS Facility Services brings nearly four decades of experience providing professional janitorial and facility services to public agencies, municipalities, and large institutional clients. With regional operations throughout the western United States, CCS has developed the operational infrastructure, staffing capacity, and supervisory systems necessary to manage complex multi-facility janitorial programs similar to the City of Costa Mesa's requirements.

CCS currently supports numerous government facilities including city halls, administrative offices, public safety buildings, libraries, and community facilities. These programs require coordinating nightly janitorial services across multiple locations while maintaining strict sanitation standards, security protocols, and service schedules. Our experience working within municipal environments ensures that facilities remain clean, safe, and operational without disrupting City staff or public activities. More information about our current local government experience is on the following page.

Each CCS municipal contract is supported by a dedicated management structure that includes an Account Manager and working supervisors responsible for scheduling, quality assurance inspections, and communication with City personnel. Our supervisors conduct routine inspections to ensure that all daily, weekly, and periodic tasks are completed according to contract specifications. In addition, CCS maintains a deep bench of trained personnel and backup staff, allowing us to quickly address absenteeism or changing service needs while maintaining consistent service levels.

CCS equips its teams with commercial-grade equipment and industry best practices, including HEPA filtration vacuums, microfiber cleaning systems, and advanced floor care equipment. All personnel receive training in custodial procedures, safety practices, and facility security protocols to ensure that services are delivered safely and efficiently.

Through our municipal experience, strong supervision structure, trained workforce, and operational resources, CCS Facility Services is well positioned to deliver the reliable, high-quality janitorial services required to support the City of Costa Mesa's facilities.

2. If the owner is a corporation please provide Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

CCS Facility Services-Orange County, Inc. is a C-Corporation, headquartered at 990 S Broadway, Suite 200, Denver, CO 80209, and opened in 1988, and a regional office at 3001 Red Hill Ave Bld. #6-220, Costa Mesa, CA 92626. The officers are listed in our forms section, and are Cameron Hall, Troy Coker, Bill King. Cameron is located out of our Costa Mesa office listed above, and Troy and Bill work out of our Denver office lilsted above.

Qualifications & Experience of Firm

4. Provide a list of current and previous contracts like the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.

CCS Facility Services' Demonstration of Experience Providing Janitorial Service to Similar Entities

CCS Facility Services has included a sample list of public agencies and local government partners nationwide to showcase our demonstrated experience in providing janitorial services to similar entities. These clients, whose engagements involve complex scopes of work, multiple buildings, defined schedules, and access to sensitive facilities, are comparable to the City of Costa Mesa's scope requirements. Notably, several of these agencies have entrusted CCS Facility Services with their janitorial needs for over a decade, underscoring our commitment to long-term, reliable service. CCS Facility Services support over 15 public agencies in Southern California with their janitorial needs, and over 1,000 local government facilities nationwide. It is because of this dense experience in providing services to other local governments that we are qualified to serve the City of Costa Mesa.

Account Name	Account Location	Year Initiated	Contract Value
San Bernardino County	San Bernardino, CA	2025-Present	Approx. $984k/year
City of Signal Hill	Signal Hill, CA	2025-Present	Approx. $240k/year
City of Laguna Beach	Laguna Beach, CA	2025-Present	Approx. $240k/year
City of Chino	Chino, CA	2019-Present	Approx. $456k/year
City of Rancho Cucamonga	Rancho Cucamonga, CA	2014-Present	Approx. $900k/year
City of Fullerton	Fullerton, CA	2014-Present	Approx. $840k/year
City of Monterey Park	Monterey Park, CA	2025-Present	Approx. $480k/year
Santa Clara Valley Water	San Jose, CA	2023-Present	Approx. $1.3m/year
Madera County	Madera, CA	2018-Present	Approx. $780k/year
Amtrak	Los Angeles, CA	2025-Present	Approx. $120k/year
City of Encinitas	Encinitas, CA	2025-Present	Approx. $192k/year
City of San Marcos	San Marcos, CA	2023-Present	Approx. $312k/year
City of Claremont	Claremont, CA	2025-Present	Approx. $264k/year
City of El Cajon	El Cajon, CA	2020-Present	Approx. $444k/year
City of Monrovia	Monrovia, CA	2016-Present	Approx. $204k/year
City of Rialto	Rialto, CA	2024-Present	Approx. $444k/year

Qualifications & Experience of Firm

4. Provide a list of current and previous contracts like the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record.

Below are a list of accounts that are similar to the City of Costa Mesa, with a brief summary of the scope of work.

Patrica Perez
Supervising Custodian
Project and Facilities Management
Cell 909.379-2286, patricia.perez@pfm.sbcounty.gov
200 S. Lena Rd., San Bernardino, CA. 92415
Customer since 2025, ongoing
Providing day porter and night cleaning to 13+ facilities, using 10+ employees. Facilities include Sheriff Training Centner and other County buildings.

Caleb DuPont
Facilities Supervisor
8749 Lion St, Rancho Cucamonga, CO 91730
Caleb.Dupont@cityofrc.us
Customer since 2014, ongoing
12 CCS Facility Services employees service 45+ City facilities including City Hall, the Police Department, Libraries, and Park restrooms.

Martin A. Soto
Facilities Maintenance Supervisor
Martin.soto@cityofchino.org, c: 909.536.8769
13220 Central Ave, City of Chino, CA 91710
Customer since 2019, ongoing
13 CCS Facility Services employees service 14 buildings and 110k sq ft. Facilities include City Hall, police department, community centers and more.

Staffing

Provide a list of individuals who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.' Include a resume for each designated individual.

Submit the primary contacts (and management hierarchy/organization chart) that will be available for all aspects of the work. Include contacts for customer service and senior management. Identify the management staff to be assigned to this project and their relevant experience and qualifications to janitorial services similar in nature. Provide the number of full-time employees and the number of part-time employees performing the Custodial/Janitorial services as of the date of submission of your response to this Request for Proposal.
Number of employees employed full time. When contacting your firm, contractor's personnel must be immediately available (answering machines or answering services are not acceptable). List the names, phone numbers, and e-mail addresses for the following:

- o Assigned Supervisor (for proposed contract)
- o Customer Service Representative for problems/questions
- o Accounts Receivable Representative for problems/questions.

In accordance with the **California Displaced Janitor Opportunity Act**, CCS will retain and transition the current janitorial employees assigned to these facilities, ensuring continuity of service and preserving the experience and institutional knowledge these workers bring to the program. CCS has extensive experience successfully onboarding incumbent staff and supporting them through structured orientation, training, and integration into our operational systems. To ensure these employees receive the guidance and resources necessary for success, CCS has identified a dedicated management team that will provide oversight, training, and ongoing support throughout the transition and contract term. The following pages outline the CCS management personnel who will be responsible for supporting these team members and ensuring consistent, high-quality service for the City of Costa Mesa.

Each key individual's contact information is listed on their resume.

Supervisor: Ernesto Flores, eflores@ccsbts.com, 949-239-5606

Customer Service Representative: Erryn Moreno, emoreno@ccsbts.com, 949.244.8682

Accounts Receivable: Victoria Burk, vburk@ccsbts.com , 303.733.8997

CCS Facility Services – Orange County, Inc. Employee Count:

Total number of employees: 680 as of March 11, 2026

Full time: 384

Part Time: 296

Compliance with California Labor Code: Displaced Janitor Opportunity Act

California Labor Code Section 1060-1065 (Displaced Janitor Opportunity Act)

CCS Facility Services is fully committed to complying with the **California Displaced Janitor Opportunity Act (Labor Code §§1060–1065)**. We view this not just as a legal requirement, but as an opportunity to ensure stability for employees and continuity of service for our clients.

90-Day Retention Commitment

When awarded a new janitorial services contract in California, we honor the statutory requirement to retain the existing qualified janitorial employees of the prior contractor for a period of not less than 60 days, unless just cause exists for termination. At the end of this period, we evaluate performance in good faith and may extend permanent employment offers to those employees.

Notification & Hiring Process

We coordinate with the outgoing contractor to obtain the list of current service employees as required. These employees are provided with written notice of their right to continued employment and are offered positions with wages, hours, and working conditions consistent with our program.

Non-Discrimination

We do not interfere with, restrain, or retaliate against any covered employees exercising their rights under this statute. Employment decisions during the retention period are based strictly on performance and operational needs.

Training & Onboarding

Retained employees are enrolled in our onboarding, safety, and compliance training to ensure a smooth transition into our program standards while preserving their employment rights.

Documentation & Recordkeeping

We maintain required documentation of employee lists, notices, retention offers, and evaluation outcomes to ensure full compliance with statutory obligations.

Staffing

Key Contact	Title	Functions for the City of Costa Mesa	Anticipated Monthly Hours of Service Supporting Direct Supervisors and Front Line Team
Cameron Hall	Regional Vice President	The Regional Vice President provides senior executive oversight for the region and will remain engaged to ensure the success of the City of Costa Mesa program. The RVP supports the General Manager through strategic guidance, resource allocation, and participation in executive-level reviews to ensure CCS consistently meets the City's service expectations.	<1 – mostly behind the scenes and as necessary for management support and contract compliance needs
Sebastian Pedreira	General Manager	Sebastian will closely with Erryn and supervisory team to review operational performance, address escalated issues, and ensure alignment with CCS service standards. He will also participate in strategic planning and periodic executive-level reviews to evaluate program performance, staffing stability, and continuous improvement opportunities.	<5 – mostly as management support to Erryn, financial oversight of the contract, ensuring the team has all resources required to complete the scope of work.
Erryn Moreno	Account Manager	The Account Manager serves as the primary point of contact for the program and is responsible for coordinating day-to-day service delivery, communication, and issue resolution between CCS and the client. In this role, the Account Manager oversees operational performance, supports the supervisory team, and ensures that staffing, service quality, and reporting requirements are consistently met.	15 – 20 – depending on the needs of the supervisors and leads of this program, and their development as professionals.

ADDENDUM NO. 1

REQUEST FOR PROPSAL

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

RFP NO. 26-13

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Addendum Released on February 17, 2026

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

1. **DELETE: Mandatory Job Walk** will be held on **February 18, 2026, at 10:00 a.m.** beginning at City Hall. The site inspections will allow the contractor to become familiar with all conditions that may affect the performance and cost of the contract. Proposers should be familiar with the proposal prior to attending the informational meeting and the job walk. Each attendee will be responsible for getting to each of the offsite facilities during the walkthrough.

   The informational meeting and inspection of the facilities are mandatory. Any proposals received from contractors who did not attend job walk, will be deemed nonresponsive to the RFP. All prospective contractors will be required to sign in prior to the meeting and at the conclusion of the site visits.

2. **REPLACE**: **Mandatory Job Walk** will be held on **February 18, 2026, at 8:30 a.m.** beginning at City Hall. The site inspections will allow the contractor to become familiar with all conditions that may affect the performance and cost of the contract. Proposers should be familiar with the proposal prior to attending the informational meeting and the job walk. Each attendee will be responsible for getting to each of the offsite facilities during the walkthrough.

   The informational meeting and inspection of the facilities are mandatory. Any proposals received from contractors who did not attend job walk, will be deemed nonresponsive to the RFP. All prospective contractors will be required to sign in prior to the meeting and at the conclusion of the site visits.

3. **ADD: City Facility** sites to be visited during the mandatory job walk. Highly recommend bringing a copy of **Exhibit I Job Specifications** found in the RFP to follow during the job walk.

CITY FACILITY SITES

BUILDING	ADDRESS	TOTAL SQUARE FOOTAGE
Balearic Community Center	1975 Balearic Drive	7,680
City Hall	77 Fair Drive	73,341
PD - Communications Center	79 Fair Drive	7,960
Corporation Yard (Old)	2300 Placentia Avenue	17,390
Corporation Yard (New)	2310 Placentia Avenue	5,219
Downtown Recreation Center	1860 Anaheim Avenue	18,445
Norma Hertzog Community Center	1845 Park Avenue	9,300
Police Facility	99 Fair Drive	30,551
Police Substation	567 W. 18th Street	8,966
Senior Center	695 W. 19th Street	20,127
Bridge Shelter	3175 Airway Avenue	3,600
PD Warehouse	3175 Airway Avenue	NA
IT Offices and Training Room	77 Fair Drive	1,000 – Basement @ City Hall
Costa Mesa Tennis Center	880 Junipero Drive	1,000
ALDO (Code Enforcement Substation)	3190 Airport Loop Drive, E-2	2,000
STATION	**ADDRESS**	**TOTAL SQUARE FOOTAGE/LIVING SPACE**
Fire Station No. 1	2803 Royal Palm Drive	3,750
Fire Station No. 2	800 Baker Street	3,332

Fire Station No. 3	1865 Parka Avenue	3,358
Fire Station No. 4	2300 Placentia Avenue	3,150 & 1,456 for training classroom
Fire Station No. 5	2450 Vanguard Way	4,305
Fire Station No. 6	3350 Sakioka Drive	4,342

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

3/11/2026

Signature **Date**

Maryll Betzold, Director of Government Services

Typed Name and Title

CCS Facility Services - Orange County, Inc.

Company Name

3001 Red Hill Ave Bld. #6-220

Address

Costa Mesa, CA 92626

City **State** **Zip**

ADDENDUM NO. 2

REQUEST FOR PROPSAL

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

RFP NO. 26-13

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Addendum Released on February 19, 2026

The referenced document has been modified as per the attached Addendum No. 2

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

1. **DELETE: Evaluation Criteria:** The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

    - **Project of Approach & Methodology ------- 35%**
    - **Qualifications & Experience of Firm ------- 30%**
    - **Staffing ---- 30%**
    - **Cost Proposal ----- 5%**

2. **REPLACE**: Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criterion may also be considered even if not specified below.

    - **Project of Approach & Methodology ------- 35%**
    - **Qualifications & Experience of Firm ------- 30%**
    - **Staffing ---- 25%**
    - **Cost Proposal ----- 10%**

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

3/11/2026

Signature **Date**

Maryll Betzold, Director of Government Services

Typed Name and Title

CCS Facility Services - Orange County - Inc.

Company Name

3001 Red Hill Ave Bld. #6-220,

Address

Costa Mesa, CA 92626

City **State** **Zip**

ADDENDUM NO. 3

REQUEST FOR PROPSAL

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

RFP NO. 26-13

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Addendum Released on February 20, 2026

The referenced document has been modified as per the attached Addendum No. 3

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

1. **ADD: 2nd Mandatory Job Walk** will be held on **February 24th, 2026, at 8:30 a.m.** beginning at City Hall. The site inspections will allow the contractor to become familiar with all conditions that may affect the performance and cost of the contract. Proposers should be familiar with the proposal prior to attending the informational meeting and the job walk. Each attendee will be responsible for getting to each of the offsite facilities during the walkthrough.

   The informational meeting and inspection of the facilities are mandatory. Any proposals received from contractors who did not attend job walk, will be deemed nonresponsive to the RFP. All prospective contractors will be required to sign in prior to the meeting and at the conclusion of the site visits.

   Companies that attended the **February 18th** mandatory job walk are not required to attend.

2. **ADD: City Facility** sites to be visited during the mandatory job walk. Highly recommend bringing a copy of **Exhibit I Job Specifications** found in the RFP to follow during the job walk.

CITY FACILITY SITES

BUILDING	ADDRESS	TOTAL SQUARE FOOTAGE
Balearic Community Center	1975 Balearic Drive	7,680
City Hall	77 Fair Drive	73,341
PD - Communications Center	79 Fair Drive	7,960
Corporation Yard (Old)	2300 Placentia Avenue	17,390
Corporation Yard (New)	2310 Placentia Avenue	5,219
Downtown Recreation Center	1860 Anaheim Avenue	18,445
Norma Hertzog Community Center	1845 Park Avenue	9,300
Police Facility	99 Fair Drive	30,551
Police Substation	567 W. 18th Street	8,966
Senior Center	695 W. 19th Street	20,127
Bridge Shelter	3175 Airway Avenue	3,600
PD Warehouse	3175 Airway Avenue	NA
IT Offices and Training Room	77 Fair Drive	1,000 – Basement @ City Hall
Costa Mesa Tennis Center	880 Junipero Drive	1,000
Code Enforcement Substation	3190 Airport Loop Drive, E-2	2,000

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

3/11/2026

Signature **Date**

Maryll Betzold, Director of Government Services

Typed Name and Title

CCS Facility Services - Orange County, Inc.

Company Name

3001 Red Hill Ave Bld. #6-220

Address

Costa Mesa, CA 92626

City **State** **Zip**

ADDENDUM NO. 4

REQUEST FOR PROPSAL

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

RFP NO. 26-13

Costa Mesa

PUBLIC WORKS DEPARTMENT

CITY OF COSTA MESA

Addendum Released on March 4, 2026

The referenced document has been modified as per the attached Addendum No. 4

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

1. **ADD: Exhibit 2 Scope of Work & Job Specification for Park Restrooms**

2. **ADD: Signed Sign in Sheets**

   - **February 18, 2026 @ 8:30 a.m.**
   - **February 24, 2026 @ 8:30 a.m.**

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

3/11/2026

Signature **Date**

Maryll Betzold, Director of Government Services

Typed Name and Title

CCS Facility Services - Orange County, Inc.

Company Name

3001 Red Hill Ave Bld. #6-220

Address

Costa Mesa, CA 92626

City **State** **Zip**

EXHIBIT 2

SCOPE OF WORK AND JOB SPECIFICATIONS FOR PARK RESTROOMS FOR JANITORIAL SERVICES FOR CITY FACILITIES

The Custodial/Janitorial Services contractor is responsible for the cleanliness and sanitation of the interior to the building. The description of each activity/service requirement is to be used as a guideline for the Contractor. The description does not attempt to describe every detail or feature of the park restrooms that are to be maintained by the Contractor.

Daily Activities:

- Empty all waste receptacles. Replace liner if torn or soiled. Spot clean receptacles.
- Clean and polish all drinking fountains, removing water marks, scale, and splashes on sides and front.
- Clean and disinfect any soiled areas resulting from leaker liners.
- Completely clean and sanitize all toilets, urinals and adjacent wall surfaces.
- Clean and sanitize walls and doors.
- Clean and sanitize mirrors, sinks, countertops and changing stations.
- Dust natural airflow grills/grates.
- Clean, sanitize and polish all metal bright work.
- Clean and sanitize stall partitions, shelves, fixtures and dispensers.
- Unclog any stoppages in toilets and sinks. Notify City immediately via email if unsuccessful.
- Knock down any spider webs and dust surfaces.
- Restock paper dispensers and refill soap dispensers as needed.
- Sweep and mop with germicidal disinfectant.
- Inspect the restroom and notify City, via email, of any damaged or broken fixtures or amenities, graffiti or unsafe conditions.
- Lock restroom doors/gates and lock park access gate(s) when work is completed.

Weekly Activities:

- Hose down floors and remove standing water using a squeegee.

Monthly Activities:

- Pressure wash interior to remove stains and visible soil such as dirt and soap stains from walls and floors.

PARK AND PUBLIC FACILITY RESTROOM LOCATIONS AND SCHEDULE

Park Name and Address	Weekday Time In/Out	Weekend Time In/Out
Canyon Park 970 Arbor Street (Lock Gate Only)	5:00 pm	5:00 pm
Del Mesa Park 2080 Manistee Drive	9:00 pm - 9:15 pm	9:05 pm – 9:20 pm
Estancia Park 1900 Adams Avenue	7:10 pm - 7:25 pm	7:10 pm - 7:25 pm
Fairview Park 2501 Placentia Avenue	6:50 pm - 7:10 pm	6:50 pm - 7:10 pm
Jack Hammett Sports Complex 2750 Fairview Road	10:40 pm - 11:00 pm	11:05 pm - 11:30 pm
Heller Park 257 E 16th Street	5:30 pm - 5:45 pm	5:30 pm - 5:45 pm
Lions Park 570 W 18th Street	5:45 pm - 6:00 pm	5:45 pm - 6:00 pm
Luke Davis Field 1814 Anaheim Avenue	6:15 pm - 6:30pm	6:15 pm - 6:30 pm
Shiffer Park 3143 Bear Street	8:20 pm - 8:35 pm	8:20 pm - 8:35 pm
Smallwood Park 1656 Corsica Place	7:40 pm - 7:55 pm	7:40 pm - 7:55 pm
TeWinkle Park 970 Arlington Drive (4 Restrooms)		
Skate Park	9:40 pm - 10:10 pm	9:45 pm - 10:15 pm
Angel's Playground	9:15 pm - 9:40 pm	10:45 pm - 11:05 pm
Restroom #2	No Service	9:20 pm - 9:45 pm
Athletic Complex	10:10 pm - 10:40 pm	10:15 pm - 10:45 pm
Vista Park 1200 Victoria Street	6:35 pm - 6:50 pm	6:35 pm - 6:50 pm
Wakeham Park 3400 Smalley Street	7:55 pm - 8:20 pm	7:55 pm - 8:20 pm

CITY OF COSTA MESA
BUSINESS LICENSE TAX CERTIFICATE - HDL-29911

77 FAIR DRIVE • COSTA MESA, CA 92626
PO BOX 1200 • COSTA MESA, CA 92628-1200
PHONE (714) 754-5235

BUSINESS NAME /DBA	CCS FACILITY SERVICES - ORANGE COUNTY, INC.	EXPIRATION DATE:	February 28, 2027
BUSINESS LOCATION	3001 RED HILL AVE 220 COSTA MESA, CA 92626	DESCRIPTION:	JANITORIAL

PRINCIPAL'S NAME: Stephen Testa

SPECIAL CONDITIONS:

ISSUED FOR TAX PURPOSES ONLY - NOT TRANSFERABLE - TO BE POSTED IN A CONSPICUOUS PLACE

This Business Tax Certificate does not guarantee compliance with State or Federal licensing requirements. Issuance of this certificate indicates that the entity has paid the applicable Business Tax, pursuant to the CMMC Title 9 Chapter 1, and is issued for revenue purposes only.

California Civil Code §51.6 prohibits businesses from engaging in genderbased discrimination. A full notice is available in English or other languages by going to: https://www.dca.ca.gov/publications/

Above is your Business License Certificate

Please Note

Every business is responsible for the annual renewal of this license.

Contact the Business License Division at (714) 754-5235 prior to any of the following changes:

1. Name change
2. Location change
3. Ownership change
4. Business activity change
5. Business type change

Your business license certificate must be kept at the place of business and made available for inspection.

BUSINESS LICENSING

77 FAIR DRIVE

City of Costa Mesa
BUSINESS LICENSE TAX CERTIFICATE

Stephen Testa
990 S Broadway St, Suite 200
Denver, CA 80209

License Number: HDL-29911

Date of Issue: 3/1/2026

EXHIBIT C

FEE SCHEDULE

APPENDIX B

COST PROPOSAL
FOR
JANITORIAL SERVICES FOR CITY FACILITIES

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

BUILDING	ADDRESS	MONTHLY LABOR HRS.	MONTHLY COST	ANNUAL COST
Balearic Community Center	1975 Balearic Dr.	65	$ 2,010.03	$ 24,120.36
City Hall	77 Fair Dr.	250	$ 7,401.61	$ 88,819.32
Communications Center	79 Fair Dr.	28	$ 877.78	$ 10,533.36
Corporation Yard (Old)	2300 Placentia Ave.	18	$ 551.99	$ 6,623.88
Corporation Yard (New)	2310 Placentia Ave.	18	$ 568.81	$ 6,825.72
Downtown Recreation Center	1860 Anaheim Ave.	170	$ 4,906.02	$ 58,872.24
Norma Hertzog Community Center	1845 Park Ave.	68	$ 1,994.14	$ 23,929.68
Police Facility	99 Fair Dr.	345	$ 9,191.53	$ 110,298.36
Police Substation	567 W. 18th St.	5	$ 158.65	$ 1,903.80
Senior Center	695 W. 19th St.	100	$ 2,995.80	$ 35,949.60
Bridge Shelter	3175 Airway Ave.	28	$ 813.35	$ 9,760.20
PD Warehouse	3175 Airway Ave.	3	$ 86.20	$ 1,034.40
Fire Stations 1-6	Various	8	$ 384.53	$ 4,614.36
IT Offices and Training Room	77 Fair Dr.	7	$ 209.97	$ 2,519.64

[Contractor's name]

Costa Mesa Tennis Center	880 Junipero Dr.	9	$ 268.33	& 3,219.96
All Park Locations (Not including Fairview Park)	Various	456	$ 14,712.89	$ 176,554.68
Fairview Park	2525 Placentia Ave.	15	$ 408.55	$ 4,902.60
ALDO (Code Enforcement Substation)	3190 Airport Loop Drive, E-2	22	$ 624.21	$ 7,490.52
	TOTAL:	1,615	**$** 48,164.39	**$** 577,972.68

Pricing shall remain firm for a minimum of two (2) years. All requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-295 **Meeting Date:** 6/16/2026

TITLE:

PROPOSED FIRST TIME HOMEBUYER PILOT PROGRAM FUNDED BY MEASURE Q (RETAIL CANNABIS)

DEPARTMENT: **ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/ADVANCED PLANNING AND HOUSING DIVISION**

PRESENTED BY: **NANCY SA, GRANT ADMINISTRATOR AND ANNA MCGILL, PLANNING MANAGER**

CONTACT INFORMATION: **NANCY SA, GRANT ADMINISTRATOR, (714) 754-5678**

RECOMMENDATION:

Staff recommends the City Council provide direction on a pilot First-Time Homebuyer (FTHB) Program utilizing the dedicated Measure Q revenue; provide direction on the core elements of the proposed program; and direct staff to return to the Council with an evaluation of the program following completion of the pilot period.

Item #: 26-295 **Meeting Date: 6/16/2026**

TITLE: PROPOSED FIRST TIME HOMEBUYER PILOT PROGRAM FUNDED BY MEASURE Q (RETAIL CANNABIS)

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/ADVANCED PLANNING AND HOUSING DIVISION

PRESENTED BY: NANCY SA, GRANT ADMINISTRATOR AND ANNA MCGILL, PLANNING MANAGER

CONTACT INFORMATION: NANCY SA, GRANT ADMINISTRATOR, (714) 754-5678

RECOMMENDATION:

Staff recommends the City Council provide direction on a pilot First-Time Homebuyer (FTHB) Program utilizing the dedicated Measure Q revenue; provide direction on the core elements of the proposed program; and direct staff to return to the Council with an evaluation of the program following completion of the pilot period.

BACKGROUND:

On November 3, 2020, Costa Mesa voters approved the City of Costa Mesa Retail Cannabis Tax and Regulation Measure (Measure Q), authorizing cannabis retail storefront and delivery uses within the City. Following its passage, on May 4, 2021, the City Council adopted a seven-percent tax on cannabis retail businesses and directed that one-half of one percent of Measure Q revenues be allocated to a First-Time Homebuyer (FTHB) Program for current residents, former residents raised in the City, and graduates of the Newport-Mesa Unified School District. Funding for the program began in Fiscal Year 2022-23.

- May 4, 2021, Agenda Report and Attachments: https://www.costamesaca.gov/home/showpublisheddocument/47786/637557361622170000

The FTHB Program funded through Measure Q is not subject to federal or state income-eligibility requirements and may be designed to address local priorities. On June 4, 2024, Council appropriated $2.5 million in American Rescue Plan Act (ARPA) funds to the Housing Trust Fund, which could be used to provide or assure continued provision of affordable housing in the City through activities including development of affordable housing, rental assistance, or a first-time homebuyers program. These funds have since been committed on March 17, 2026, to Jamboree Housing Corporation for the development of the Costa Mesa Senior affordable housing project and on April 21, 2026, for the rehabilitation of rental units at the James/18th Street Apartments.

- June 4, 2024 Agenda Report and Attachments: https://costamesa.legistar.com/LegislationDetail.aspx?ID=6712591&GUID=E687585E-334A-47E5-9CA2-847DF5760A3C

- March 17, 2026 Agenda Report and Attachments: https://costamesa.legistar.com/LegislationDetail.aspx?ID=7949570&GUID=65518C76-80C6-40A3-9903-7FD39E7C3A4B

- April 21, 2026 Agenda Report and Attachments: https://costamesa.legistar.com/LegislationDetail.aspx?ID=7984263&GUID=CB2081E0-60E6-492D-B6CC-D26E50AC38F2

A preliminary analysis conducted in 2024 found that Measure Q revenues at the time were insufficient to implement the program. The dedicated fund now totals approximately $550,000. The budget for FY 2026-27 is $227,472 and the anticipated revenue is $242,200. Staff is returning to the City Council to seek direction regarding potential implementation of a pilot program.

The current housing market in Costa Mesa remains highly challenging for first-time homebuyers. The median home purchase price in Costa Mesa is approximately $1.4 million according to industry data. By way of example, the table below summarizes typical costs associated with purchasing a $1 million home and the minimum annual income to meet this recommendation.* Mortgage professionals recommend that home payments be no more than 30 percent of a household's gross income. When using this recommendation, Table 1 includes the estimated minimum household income needed to purchase a $1 million home at the low, mid, and high-end estimates.

Table 1: Estimated Costs Associated with Purchase of $1 Million Home in Orange County

Cost Category	Low-End Estimate	Mid Estimate	High-End Estimate
Down Payment	3.5% - $35,000	10% - $100,000	20% - $200,000
Closing Costs	$45,072**	$28,907	$26,142
Monthly Mortgage (P&I)	$5,555	$5,689	$5,057
Additional Monthly Costs (taxes, insurance, mortgage insurance)	$1,894	$1,534	$1,294
Total Monthly Costs	$7,449	$7,223	$6,351
Estimated Minimum Annual Household Income Needed* **	**$297,960**	**$288,930**	**$254,040**

**Data source: Bank of America Closing Costs calculator*
***Closing costs associated with a 3.5% down payment are higher due to the upfront mortgage insurance premium required for an FHA loan, compared with a 20% down conventional loan.*
****The Median Family Income in Orange County for 2026 is $138,600.*

ANALYSIS:

City staff developed a high-level framework for a FTHB Program, identifying key program components for City Council review and direction. In preparing this framework, staff reviewed comparable programs in neighboring jurisdictions, examined current home prices in Costa Mesa, and evaluated strategies to ensure the program aligns with local needs. The proposed program is intended to support and advance the City Council's strategic goal to "diversify, stabilize, and increase housing to reflect community needs."

As previously indicated, staff recommends structuring the framework as a pilot program that includes City Council direction on core program elements. It is anticipated that the pilot program would run for 2 years to provide enough time for staff to develop the program, officially launch the pilot and provide suitable time to receive applications, review and assess eligibility and allow home buyers sufficient time to purchase a home (i.e., search for a home, enter into escrow and close on the home). Following the pilot program, staff would return to the City Council to report of the program's effectiveness and provide any recommendations for restructuring or altering the program moving forward.

Staff is requesting direction from the Council on the following core program elements:

1. Grant Amount
2. Eligible Uses of Grant Funds
3. Household Eligibility
4. Income Limit
5. Cash Assets
6. Eligible Housing Types
7. Residency Requirements
8. Application Review Process

1. Grant Amount

Given the current fund balance and anticipated ongoing revenues, staff recommends structuring assistance as a one-time grant to maximize the number of households served. The following options illustrate potential grant amounts and corresponding households served, based on the total $537,656 dedicated funds available. Note that the number of households may increase based on dedicated funds available if revenues increase between now and the launch of the program.

Table 2: FTHB Program Grant Options

	Option 1	Option 2	Option 3
Grant Amount	$25,000	$30,000	$35,000
Households Served (Year 1)	22	18	15

City Council Direction Requested: Provide direction on a grant amount.

Potential Alternate Loan Structure

Alternatively, City Council may consider structuring the assistance as a 0% interest loan, repayable at sale/transfer or refinance, with the City subordinating to other loans. Staff presents the following considerations:

- There is a cost to the City of administering loans. The City currently uses a third-party contractor for loan administration, including loan setup and annual monitoring activities, amounting to approximately $6,000 per loan. Assuming two years of the two-year pilot program, staff estimates a total of 17 anticipated loans equating to about $102,000 in administrative costs, or about 13 percent of the total Measure Q fund balance for the program. With a $30,000 assistance amount, staff estimates the ability to award over the course of two years 23 grants, but only 17 loans.
- There is currently no additional staff capacity to administer 20-30 additional loans. The City currently services about 50 different homeowner loans. If administration is done by staff, an estimated additional 400 hours of staff time would be needed, resulting in the need for a part-time staff member at a minimum. This estimate is in addition to the initial loan set up (performed by the loan contractor) and does not include City legal and finance staff time and resources.
- The average tenure of homeownership in southern California is 20 years. With 0% interest, the repaid loan amount would not keep pace with inflation. Over the course of 20 years, the loan amount would trail current closing costs by about 35%, meaning each repaid loan could only partially subsidize future homebuyers.
- Historically, the City is not below a second mortgagee for homebuyer loans, meaning that there is some guarantee that the City will recapture its loan in the event of a sale or refinance. However, subordination (refers to a procedure that ensures loan lien priorities) could put the City in a position where recapture of funds may be more challenging (i.e. loan listed as 3rd of 4th secured against the property).
- For reference, the City's Single Family Rehabilitation Program issues grants and loans to low-income households. The minimum threshold for a loan is $50,000. This amount was pre-determined by staff based on the administrative burden associated with administering a loan.
- The City Council could consider an interest rate to accommodate the loan, or a higher loan amount (for example, $75,000) to fewer recipients, which would lessen the administrative burden on each loan.

2. Eligible Uses of Grant Funds

Staff recommends that grant funds may be used for home-purchase-related expenses, including but not limited to down payments, closing costs, and interest rate buy-downs. Related expenses must be exhausted at the close of sale. Expenses such as home renovations, improvements and purchase of furniture or other household related items, will not be eligible under this grant. The application process will include a list of eligible home-purchase related expenses. Applicants will be required to identify their intended use of funds and provide documentation prior to fund disbursement.

City Council Direction Requested: Provide directions on the eligible uses of grant funds.

- Staff recommendation: Approve the list of eligible expenses as described below.
    - Eligible expenses: down payment assistance, closing costs, interest rate buy downs and any similar expenses related to the financing aspect of the home purchase,
    - Ineligible expenses: costs related to home renovations, improvements, and purchase of furniture or other household related items.

3. Household Eligibility

Measure Q requires the program participants to be current Costa Mesa residents (for a minimum of one year), former residents who were raised in the City, and/or graduates of the Newport-Mesa Unified School District. Staff has identified the following additional criteria for Council consideration:

- First-time homebuyer: An applicant is eligible if they meet one of the following criteria:
  - Never owned a home in California;
  - Has not owned a home in California within the past three years.
- Mortgage pre-approval: Applicants must obtain pre-approval for a fixed rate mortgage loan. Cash purchases are not eligible.

City Council Direction Requested: Eligibility criteria.

- Staff recommendation: applicants are eligible if they meet Measure Q requirements, the definition of first-time homebuyer and obtain pre-approval for a fixed rate mortgage loan.

4. Income Limit

Although Measure Q does not impose income restrictions, the City Council may wish to adopt optional income limits to target assistance. Staff has provided the following options using 2026 Area Median Income (AMI) information from the California Housing and Community Development (HCD) Department.

Table 3: FTHB Program Income Limit Options

	Option 1	**Option 2**	**Option 3**
Area Median Income	150% AMI	200% AMI	250% AMI
Annual Income	$207,900	$277,200	$346,500

If an income limit is adopted, staff recommends setting a single income threshold regardless of household size. The annual incomes included above are the AMI for a 4-person household. This approach will avoid excluding households preparing for future household needs and will simplify program administration. The income limit will be updated annually to reflect updated AMI information provided by HCD.

City Council Direction Requested: Whether to adopt an income limit, and if so, at what level.

5. Cash Assets

A prior analysis recommended limiting eligibility to households with no more than $100,000 in liquid assets remaining after the close of escrow. Staff have considered this task and observe that there are limited ways to ensure that the City has the complete inventory of an applicants' liquid assets, with verification being an administrative challenge.

City Council Direction Requested: Limit on liquid assets.

- Staff recommendation: Removing this requirement for administrative simplicity.

6. Eligible Housing Types

Homes purchased with the FTHB assistance must be located within the City of Costa Mesa. Staff recommended eligible and non-eligible housing types are as follows:

Table 4: FTHB Program Eligible Housing Types

Eligible Housing Types	Non-Eligible Housing Types
• Single-family detached homes • Townhomes • Condominiums • Manufactured homes	• Multi-unit properties (e.g., duplexes, triplexes) • Recreational vehicles (RVs)

City Council Direction Requested: Eligible housing types.

- Staff recommendation: Approve the eligible and non-eligible housing types in Table 4.

7. Residency Requirement

Although not required by Measure Q, staff recommends that program participants be required to occupy the home as their primary residence for a minimum of five years. This safeguard helps ensure that program funds support long-term homeownership rather than short-term investments.

City Council Direction Requested: Residency requirements

- Staff recommendation: Require a residency requirement for a minimum of five years.

8. Application Process

Applications for the program, once launched, will be open for a 60-day period. Staff estimates that there is workload capacity to review up to 60 applications per funding cycle. Staff will conduct robust outreach to maximize public awareness which will include notifying local mortgage lenders, community organizations, and businesses, and using the City's outreach channels such as social media and email lists. Outreach will also be provided in multiple languages to ensure an inclusive process.

Applications will be accepted during a 60-day period. After the application period closes, all submissions will be entered into a randomized lottery to determine which households move forward for review. Households will be notified whether they were selected to proceed, placed on a waitlist, or not selected.

Once an application is pre-approved, the household will have 12 months to secure and close on a home. Staff will also maintain a waiting list in case pre-approved households are not able to close on a home within the approved time frame.

Staff also evaluated reviewing applications in the order received but do not recommend this approach due to the additional administrative burden it would create. If Council chooses to move forward with a first received, first reviewed process, staff will need additional time to develop procedures for administering the program, including how to verify that applications are complete upon submission. The randomized lottery ensures that all households who apply within the 60-day window have an equal opportunity to advance, regardless of when their application is submitted.

City Council Direction Requested: Review of applications using a randomized lottery.

Program Implementation Timeline
Following City Council direction on the program components outlined in this report, staff will finalize program policies and develop application procedures. Staff anticipates opening the application period in Fall 2026.

ALTERNATIVES:

City Council may decide to postpone the FTHB program or change any element(s) of the proposed program including adding additional program requirements.

FISCAL REVIEW:

The FTHB program is funded by Measure Q revenue and will not have an impact on the General Fund. There is currently an available fund balance of approximately $550,000 for the program in the First Time Homebuyers' Fund (Fund 140). The fund receives approximately $242,200 in annual revenue from Measure Q, however, accurate annual projections remain challenging due to fluctuations in revenue collection. The program will be administered in accordance with the availability of funds.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs

CONCLUSION:

The development of a pilot First-Time Homebuyer Program presents an opportunity to support the City Council's strategic goal to diversify, stabilize, and increase housing to reflect community needs. With sufficient dedicated Measure Q funding now available, staff recommends that the City Council provide direction on the proposed core program elements and authorize staff to launch the pilot program. Staff further recommends that, following implementation, a comprehensive evaluation be brought back to a future Council meeting to assess the program's effectiveness, equity, and long-term viability.

77 Fair Drive
Costa Mesa, CA 92626

CITY OF COSTA MESA

Agenda Report

File #: 26-305 **Meeting Date:** 6/16/2026

TITLE:

FAIRVIEW ROAD AND BELFAST AVENUE TRAFFIC SIGNAL PROJECT, CITY PROJECT NO. 26-03

DEPARTMENT: **PUBLIC WORKS DEPARTMENT/TRANSPORTATION SERVICES DIVISION**

PRESENTED BY: **RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR**

CONTACT INFORMATION: **PAUL MARTIN, TRANSPORTATION SERVICES MANAGER (714) 754-5343**

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt plans, specifications, and working details for the Fairview Road and Belfast Avenue Traffic Signal Project, City Project No. 26-03, and find the project categorically exempt from California Environmental Quality Act (CEQA).

2. Reject the apparent low bid submitted by Elecnor Belco Electric, Inc., 14320 Albers Way, Chino, CA 91710 as non-responsive.

3. Award a Public Works Agreement (PWA) for construction to the apparent second lowest bidder, Select Electric Inc., 1700 E. Via Burton, Anaheim, CA 92806, in the amount of $683,584, and authorize a ten percent (10%) contingency in the amount of $68,359.

4. Authorize the City Manager and the City Clerk to execute the PWA and any future amendments to the agreements within Council authorized limits.

ENVIRONMENTAL DETERMINATION:

The proposed project is exempt from CEQA. The project involves an organizational or administrative activity of government that will not result in direct or indirect physical change in the environment. The proposed project is categorically exempt under section 15301 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities.

BACKGROUND:

The Fairview Road and Belfast Avenue Traffic Signal Project, City Project No. 26-03 (Project), will construct a new traffic signal at the intersection of Fairview Road and Belfast Avenue. The Project includes civil work in addition to the traffic signal including a new raised concrete curb extension (bulb

-out) at the southwest corner of the intersection, center median modifications to lengthen the northbound left turn lane, signing and striping, and new ADA curb ramps.

The new traffic signal will help to facilitate controlled ingress and egress of Belfast Avenue and will provide a new high-visibility pedestrian crosswalk on the south side of the intersection. Due to its close proximity, the new signal will be synchronized with the adjacent signal at the intersection of Fairview Road and McCormack Lane to minimize disruptions to the traffic flow along Fairview Road. A community outreach meeting was held in March 2025 as part of the design phase, during which the public provided input on the Project.

ANALYSIS:

Project Construction:
The Engineer's estimate for the project is $746,503, with $454,784 for the traffic signal and $291,719 for the civil portion of the project.

The City received and opened seven (7) bids for the Project on May 4, 2026. Elecnor Belco Electric, Inc. (Belco) is the apparent lowest bidder with a base bid proposal of $672,046. Select Electric, Inc. (Select Electric) was the apparent second lowest bidder with a base bid proposal of $683,584.

Rejection of the Non-Responsive Bidder

Although Belco was the apparent low bidder for the project, Belco did not submit a physical bid bond to the City Clerk's office prior to the bid opening. As a result, its bid was rendered non-responsive. The bid did not conform to the requirements of the bid package which clearly stated that a physical bid bond must be submitted for the Contractor's bid to be considered. As a result, staff recommends that the City Council reject Belco's bid as non-responsive.

Selection of Lowest Responsible Bidder

Select Electric submitted the apparent second lowest bid with a base bid proposal of $683,584. The bid abstract for the Project is included as Attachment 1. The total for the traffic signal portion of the project is $347,529 and the remaining $336,056 is for the civil portion of the project.

Staff analyzed the bid proposal submitted by Select Electric and found that it included all the required documents necessary with the bid package and found no significant errors or irregularities. Staff recommends that the City Council award a construction contract to the apparent second lowest bidder, Select Electric. The license and references of Select Electric have been checked and staff has found them to be in good standing. Select Electric has successfully worked on projects for the City of Santa Ana with good feedback from references.

Upon City Council authorization to execute the Public Works Agreement (PWA), (Attachment 2) Select Electric will furnish the necessary bonds and insurance, which will be approved as to form by Risk Management. After the award and subsequent execution of the agreement, a "Notice to Proceed" will be issued.

The contractor is required to complete all tasks necessary to perform the scope of work as outlined in the contract documents, plans, and specifications. A copy of the specifications and working details are available for review in the Office of the City Clerk.

ALTERNATIVES:

The City Council could choose to reject all bids, re-advertise, and re-bid the construction project. Due to receiving a competitive number of bids, City staff has determined that re-advertising and re-bidding the project will not result in lower bids and will only delay the Project.

FISCAL REVIEW:

The funding for this agreement, inclusive of contingency in an amount of $751,943, is available in the FY2025-26 Capital Improvement Program budget, consisting of Regional Measure M2 Fairshare (Fund 416) with an available budget of approximately $138,000 and in the Gas Tax Fund (Fund 201) with an available budget of $400,000. There are available funds in the City's Citywide Street Improvements CIP with an available budget of approximately $8 million that can be utilized to fund the work related to the concrete and asphalt work of the project.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report, prepared the agreement, and approves them all as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council goals:

- Strengthen the Public's Safety and Improve the Quality of Life
- Maintain and enhance the City's facilities, equipment, and technology.

CONCLUSION:

Staff recommends the City Council:

1. Adopt plans, specifications, and working details for the Fairview Road and Belfast Avenue Traffic Signal Project, City Project No. 26-03, and find the project categorically exempt from CEQA.

2. Reject the apparent low bid submitted by Elecnor Belco Electric, Inc., 14320 Albers Way, Chino, CA 91710 as non-responsive.

3. Award a Public Works Agreement (PWA) for construction to the apparent second lowest bidder, Select Electric Inc., 1700 E. Via Burton, Anaheim, CA 92806, in the amount of $683,584, and authorize a ten percent (10%) contingency in the amount of $68,359.

4. Authorize the City Manager and the City Clerk to execute the PWA and any future amendments to the agreements within Council authorized limits.

ATTACHMENT 1

CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT

FAIRVIEW ROAD AND BELFAST AVENUE TRAFFIC SIGNAL PROJECT

CITY PROJECT NO. 26-03

BID RESULTS
BID OPENING RESULTS: MAY 4, 2026

Bidder	***City***	***Total Base Bid***
1. ELECNOR BELCO ELECTRIC, INC.**	*CHINO*	$672,046.00
2. SELECT ELECTRIC, INC.	***ANAHEIM***	**$683,584.00**
3. CALIFORNIA PROFESSIONAL ENGINEERING, INC.	*LA PUENTE*	$701,694.35
4. DBX, INC.	*TEMECULA*	$704,606.00
5. ALFARO COMMUNICATIONS CONSTRUCTION, INC.	*COMPTON*	$709,435.60
6. INTERNATIONAL LINE BUILDERS, INC.	*CORONA*	$781,184.00
7. PTM GENERAL ENGINEERING SERVICES, INC.	*RIVERSIDE*	$844,637.00

***Contractor bid was non-responsive*

AVERAGE $728,169.56

CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 26-03

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated June 16, 2026 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and SELECT ELECTRIC, INC., a California Corporation ("CONTRACTOR").

WHEREAS, CITY desires to construct the public improvements described below under Paragraph 1, Scope of Work (the "Project"); and

WHEREAS, CITY has determined that CONTRACTOR is the lowest responsible bidder; and

WHEREAS, CITY now desires to contract with CONTRACTOR to furnish construction and related services for the Project; and

WHEREAS, CITY and CONTRACTOR desire to set forth their rights, duties and liabilities in connection with the services to be performed.

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

1. SCOPE OF WORK.

The scope of work generally consists of mobilization; installation of a new traffic signal at the intersection of Fairview Road and Belfast Avenue; concrete sidewalk and curb and gutter modifications; curb access ramp modifications; center median modifications; construction of a curb extension (bulb-out); notifications to businesses and residents; traffic signing; striping and markings; installation of pavement markers; and implementing traffic control (the "Work").

The Work is further described in the "Contract Documents" referred to below.

The Project is known as the Fairview Road and Belfast Avenue Traffic Signal Project, City Project No. 26-03 (the "Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

(a) This Agreement;

(b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;

(c) Bid package, including, but not limited to, notice inviting bids, complete plans, profiles, detailed drawings and specifications, general provisions and special provisions. The bid package is attached hereto as Exhibit B and incorporated herein;

(d) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit C;

(e) Drug-Free Workplace Policy, attached hereto as Exhibit D and incorporated herein; and

(f) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). Provisions of The Greenbook are incorporated by this reference as if fully set forth herein.

The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is Ramin Nikoui, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 11 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed Six Hundred Eighty-Three Thousand, Five Hundred Eighty-Four Dollars and Zero Cents ($683,584.00).

8. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

9. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to

issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the CITY with the Orange County Clerk-Recorder and after CONTRACTOR has furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's work under this Agreement, CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars ($1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars ($5,000.00).

10. PROMPT PAYMENT OF SUBCONTRACTORS.

CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within sixty (60) working days from the first day of commencement of the Work.

12. TERMINATION.

(a) Termination for Convenience. CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.

(b) Termination for Breach of Contract.

(i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.

(ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

(iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to Three Thousand Six Hundred Dollars ($3,600.00) as liquidated damages for each calendar day beyond the date provided for the completion of such work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby

agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY, that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 13 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

16. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

17. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

18. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

19. CONTRACT SECURITY AND GUARANTEE.

CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and/or standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which CONTRACTOR is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

20. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR 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 CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorneys' fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

21. INSURANCE.

(a) Minimum Scope and Limits of Insurance. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph 21 and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

CONTRACTOR 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:

(i) 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) 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.

(ii) 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 limit per accident for bodily injury and property damage.

(iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. CONTRACTOR 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 CONTRACTOR for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
(2) Pay on behalf of wording as opposed to reimbursement;
(3) Concurrency of effective dates with primary policies;
(4) Policies shall "follow form" to underlying primary policies; and
(5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

(i) 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 CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR."

(ii) Notice: "Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."

(iii) Other Insurance: "CONTRACTOR'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."

(c) Reporting Provisions. Any failure of CONTRACTOR 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.

(d) Insurance Applies Separately. CONTRACTOR'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.

(e) 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.

(f) Proof of Insurance. Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to City's Risk Management.

(g) Non-Limiting. Nothing in this Paragraph 21 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.

22. PREVAILING WAGE REQUIREMENTS.

(a) Prevailing Wage Laws. CONTRACTOR is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. CONTRACTOR shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. CONTRACTOR shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of the Labor Code

regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by CONTRACTOR's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by CONTRACTOR or by any subcontractor(s) of CONTRACTOR, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, CONTRACTOR and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. CONTRACTOR shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.

(f) Registration with DIR. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

23. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

24. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish

a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

25. NON–DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

26. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

27. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Ramin Nikoui, PE, TE, PTOE, Senior Engineer

Notices required to be given to CONTRACTOR shall be addressed as follows:

Select Electric, Inc.
1700 E. Via Burton
Anaheim, CA 92806

Tel: (619) 460-6060
Attn: James Staab, President

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

To be provided upon execution of bonds

28. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

29. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR 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, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR 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, CONTRACTOR 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.

30. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void

or affect the validity of any of the other provisions of this Agreement.

31. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

32. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR 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.

33. ASSIGNABILITY.

This Agreement may not be transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such transfer or assignment, or attempted transfer or assignment, without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

34. WAIVER.

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 referring expressly to this Paragraph. 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.

35. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

36. CONSTRUCTION.

The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. 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.

37. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

38. 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.

[Signature page follows.]

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
A municipal corporation

_____ Date: _____
Cecilia Gallardo-Daly
City Manager

CONTRACTOR

_____ Date: _____
James Staab, President

ATTEST:

_____ Date: _____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO PURCHASING:

_____ Date: _____
Finance Director

DEPARTMENTAL APPROVAL:

_____ Date: _____
Raja Sethuraman
Public Works Director

_____ Date: _____
Ramin Nikoui
Project Manager

EXHIBIT A

CONTRACTOR'S BID

PROPOSAL
FOR THE
FAIRVIEW ROAD AND BELFAST AVENUE TRAFFIC SIGNAL PROJECT, CITY PROJECT NO. 26-03

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **FAIRVIEW ROAD AND BELFAST AVENUE TRAFFIC SIGNAL PROJECT, CITY PROJECT NO. 26-03,** a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN SIXTY (60) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

BID SCHEDULE PROPOSAL					
ITEM	DECRIPTION	QTY.	UNIT	UNIT COST	TOTAL AMOUNT
1	MOBILIZATION AND DEMOBILIZATION	1	L.S.	$34,339.00	$34,339.00
2	TRAFFIC CONTROL	1	L.S.	$20,000.00	$20,000.00
3	FURNISH AND INSTALL NEW TRAFFIC SIGNAL AT INTERSECTION OF FAIRVIEW ROAD AND BELFAST AVENUE, INCLUDING ALL APPURTENANT MATERIAL, EQUIPMENT, LABOR AND CONSTRUCTION TO PRODUCE A FULL FUNCTIONING TRAFFIC SIGNAL*	1	L.S.	$304,122.00	$304,122.00
4	IMPLEMENT TRAFFIC SIGNAL INTERCONNECT AND FULL FUNCTIONALITY WITH THE CITY'S TRAFFIC MANAGEMENT CENTER (TMC)*	1	L.S.	$13,020.00	$13,020.00
5	COMPLETE SIGNING, STRIPING, AND MARKINGS *	1	L.S.	$18,511.00	$18,511.00
6	UNCLASSIFIED EXCAVATION (F)	103	CY	$396.00	$40,788.00
7	CRUSHED MISCELLANEOUS BASE	94	TON	$268.00	$25,192.00
8	REMOVE EXISTING CURB AND GUTTER AND CONSTRUCT VARIABLE HEIGHT PORTLAND CEMENT CONCRETE (PCC) TYPE "C" CURB AND GUTTER OVER 6-INCH CRUSHED MISCELLANEOUS BASE	158	LF	$125.00	$19,750.00
9	REMOVE EXISTING SIDEWALK AND CONSTRUCT 4-INCH PORTLAND CEMENT CONCRETE (PCC) SIDEWALK OVER 4-INCH CRUSHED MISCELLANEOUS BASE	1174	SF	$36.00	$42,264.00
10	REMOVE EXISTING AND RECONSTRUCT CURB RAMP OVER 4-INCH CRUSHED MISCELLANEOUS BASE	528	SF	$54.00	$28,512.00
11	REMOVE EXISTING CURB AND CONSTRUCT 6-INCH PORTLAND CEMENT CONCRETE (PCC) TYPE "A" CURB OVER 6-INCH CRUSHED MISCELLANEOUS BASE	339	LF	$101.00	$34,239.00
12	HOT MIX ASPHALT (TYPE A)	115	TON	$232.00	$26,680.00
13	COLD MILLING	29	SY	$762.00	$22,098.00
14	IRRIGATION MODIFICATIONS*	1	LS	$11,308.00	$11,308.00
15	SIGNAL TIMING IMPLEMENTATION AT FAIRVIEW ROAD AND BELFAST AVENUE AND FAIRVIEW ROAD AND MCCORMACK LANE INTERSECTIONS	1	LS	$2,761.00	$2,761.00
16	ADDITIONAL WORK ITEMS	1	F.A.	$40,000	$40,000

TOTAL BASE BID AMOUNT (IN FIGURES) $ 683,584.00

TOTAL BASE BID AMOUNT (IN WORDS) $ Six Hundred Eighty Three Thousand, Five Hundred Eight Four Dollars and Zero Cents.

The City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

The CITY also reserves the right to reject all Bids.

Bidder's Initials

PROPOSAL SCHEDULE
(CONTINUED)

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.

2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.

3. F.A. designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.

4. (*) Schedule of Values shall be submitted before 4:00 PM of the 4th business day following the bid opening. Price includes the indirect cost mark up.

5. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

   The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

   In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

6. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).

7. Bidder agrees to initial or notarize (if applicable) all proposal pages where initials requires uploaded onto *PlanetBids*.

Bidder's Initials

PROPOSAL SCHEDULE
(CONTINUED)

(Please Type or Print)

Total Amount for Base Bid (in written words) Six Hundred Eighty Three Thousand, Five Hundred Eight Four Dollars and Zero Cents ($ 683,584.00) in figures

Contractor's Lawful Name: Select Electric, Inc.

Bidder's Name: Select Electric, Inc. Bidder's Initials: JA

Contractor's License No. [redacted] Expiration: 10/31/26

Contractor's Taxpayer I.D. Number: [redacted]

Contractor's DIR Registration Number: [redacted]

Signature: [signature] Date: 5/1/26

Contractor's Address: 1700 E. Via Burton. Anaheim, CA. 92806

Telephone Number: (619) 460-6060 Mobile No.: ( )

Fax Number: (562) 807-1895 E-mail: estimating@selectelectricinc.com

24-Hour Emergency Contacts:

Keith Beagin Name	Telephone Number: (619) 460-6060 Mobile No.: (619) 719-7517
Jason Dively Name	Telephone No.: (619) 460-6060 Mobile No.: (562) 659-6704
Name	Telephone No.: ( ) Mobile No.: ( )

JA
Bidder's Initials

PROPOSAL SCHEDULE
(CONTINUED)

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of Sixty Eight Thousand, Three Hundred Fifty Eight Dollars and Forty Cent ($ 68,358.40) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

Bidder's Initials

Respectfully Submitted,

Select Electric, Inc.	President
Contractor's Business Name	Title
1700 E. Via Burton	James Staab — President
Business Address: Street	Singed By — Title
Anaheim CA 92806	297034 - A, B, C-7, C-10 — 10/31/26
City State Zip	Contractor's License No. and Classification — Exp. Date
619-460-6060	5/1/26
Business Phone Number	Date
James Staab — President	1700 E. Via Burton
Name — Title	Residence: Street
Anaheim CA 92806	619-460-6060
City State Zip	Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☒ Corporation — Taxpayer I.D. Number: 95-2852066

	Can Sign	Must Sign
Name James Staab	☒	☐
Name Mario Tapanes	☒	☐
Name Sam Passanisi	☒	☐

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures — Taxpayer I.D. Number: _____

Name _____

Address _____

Name _____

Address _____

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

James Staab, President

Jason Haas, CFO/Treasurer

Mario Tapanes, Secretary

Sam Passanisi, Asst. Secretary

Bidder's Initials

Bidder shall signify receipt of all Addenda here, if any:

Addendum No.	Date Received	Bidder's Signature
1	4/22/26	

CONSTRUCTION PROJECT REFERENCES

In order to more fully evaluate your firm's background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

Date Project Awarded	Awarding Agency	Agency's Contract Administrator Contact Information
4/20/26	City of Buena Park -	Nader Alqam (714) 562-3698 nalqam@buenapark.com
3/16/26	City of San Marcos -	Chris Lorentzen (760)752-7550 clorentzen@san-marcos.net
1/6/26	City of El Monte -	Larry Ginid (714) 568-0363 lginid@padillainc.com
1/12/26	City of Yucaipa -	Todd Gitjahr (909) 797-2489 tgutjahr@yucaipa.gov
11/12/25	City of Glendora -	Abel Paguio 626) 852-4828 apaguio@cityofglendora.gov
9/15/25	City of Moreno Valley -	Araceli Sahgun 951-413-3155 aracelis@moval.org
5/13/25	City of Mission Viejo -	Mario Gutierrez (949) 470-3068 mgutierrez@cityofmissionviejo.org
5/12/25	City of Carson -	Ian Holst (310) 830-7600 iholst@carsonca.gov
5/1/25	City of Anaheim -	John Martin (714) 765-4922 JMartin@anaheim.net
4/30/25	City of Pasadena -	Richard Yee (626) 744-7412 ryee@cityofpasadena.net
1/22/25	City of Santa Ana -	Danny Mai (714) 647-5052 dmai@santa-ana.org
11/11/24	City of Pasadena -	Nicholas Park (626) 744-4369 npark@cityofpasadena.net
11/11/24	City of Pasadena -	Danika Alfajora (626) 744-7311 dalfajora@cityofpasadena.net
9/24/24	City of West Covina -	Furkan Cetinkale (909) 595-8599 furkan.cetinkale@transtech.org
6/20/24	Caltrans -	Paul Shrestha (424) 298-7781 paul.shrestha@dot.ca.gov

Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand ($10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work which will be done by each such subcontractor. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

PORTION OF WORK	BID ITEM NUMBER	SUBCONTRACTOR'S NAME AND FULL ADDRESS	STATE LICENSE NUMBER AND CLASSIFICATION
2.27%	5	Specialized Pavement Markings, Inc. 5312 Cypress St. Cypress, CA. 90630	854894 - C32
30.76%	2,6-14	DT Stellar General Engineering, LLC. 31941 Silk Vine Dr. Winchester, CA. 92596	999662 - A

Bidder's Initials

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond instead of a certified or cashier's check.)

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Select Electric, Inc. as principals, and Fidelity and Deposit Company of Maryland as surety, are held and firmly bound unto the City of Costa Mesa, a municipal corporation, organized under the laws of the State of California and situated in Orange County in the sum of Ten Percent of the Total Amount Bid ($ 10%) to be paid to the City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, and administrators, successors or assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That is the certain proposal of the above bounden, Select Electric, Inc., if accepted by the City of Costa Mesa, and if the above bounden, Select Electric, Inc., his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction, and shall execute and deliver the CERTIFICATE OF INSURANCE and the LABOR AND MATERIAL and the FAITHFUL PERFORMANCE BONDS described within fourteen (14) days from the date of the mailing of a notice of the above bounden, Select Electric, Inc., by and from the City, that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF:

We hereunto set our hands and seals this 24th day of April, 2026.

Select Electric, Inc.	Fidelity and Deposit Company of Maryland
James Staab, President	Kim Luu, Attorney-in-Fact
Contractor/ Principal (Notary Acknowledgement to be attached)	Surety/Power of Attorney (Notary Acknowledgment to be attached)

Bidder's Initials

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On APR 2 4 2026 before me, Vincent Jara, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Kim Luu
Name(s) of Signer(s)

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

VINCENT JARA
Notary Public - California
Orange County
Commission # 2541854
My Comm. Expires Dec 16, 2029

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
Corporate Officer — Title(s): _____
Partner — Limited General
Individual x Attorney in Fact
Trustee Guardian or Conservator
Other: _____
Signer Is Representing: _____

Signer's Name: _____
Corporate Officer — Title(s): _____
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

ACKNOWLEDGMENT

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

State of California
County of Orange)

On 5/1/26 before me, Kristina N Miller, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

KRISTINA N. MILLER
Notary Public - California
Orange County
Commission # 2518972
My Comm. Expires May 1, 2029

Signature K Miller (Seal)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Rachelle RHEAULT, Leigh MCDONOUGH, Mark RICHARDSON, Kevin CATHCART, Terah LANE, Kim LUU, Heather SALTARELLI, Mike PARIZINO, Jeri APODACA, Vincent JARA, Elizabeth SANTOS, Jonathan BATIN of Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York , the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31th day of March, A.D. 2026.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClellan
Vice President

By: Daniel Lutes
Secretary

State of Maryland
County of Baltimore

On this 31th day of March, A.D. 2026, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Daniel Lutes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

EXTRACT FROM BY-LAWS OF THE COMPANIES

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of APR 24 2026

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

Bidder's Initials

NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or I s to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

Select Electric, Inc.
Contractor Firm Name

James Staab
Name of Principal

President
Title

Signature

Subscribed and sworn to before me by:
See Attached Acknowledgement

This ____ day of _____, 20___.

My Commission Expires: _____

Notary Public

Bidder's Initials

ACKNOWLEDGMENT

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

State of California
County of Orange)

On 5/1/26 before me, Kristina N Miller, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

KRISTINA N. MILLER
Notary Public - California
Orange County
Commission # 2518972
My Comm. Expires May 1, 2029

Signature K Miller (Seal)

CONTRACTOR'S CERTIFICATION
OF
WORKERS' COMPENSATION INSURANCE REQUIREMENTS
FOR
PUBLIC WORKS PROJECTS
(Labor Code §1861)

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

Dated: 5/1/26

CONTRACTOR

Select Electric, Inc.
Company Name

PROJECT: FAIRVIEW ROAD AND BELFAST AVENUE TRAFFIC SIGNAL PROJECT, CITY PROJECT NO. 26-03

Bidder's Initials

DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.

Bidder's Initials

BIDDER/APPLICANT/CONTRACTOR CAMPAIGN

CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than $249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
NONE				

Except as described above, I/we have not made any campaign contribution in the amount of $250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

5/1/26

Date

Bidder's Initials

CITY OF COSTA MESA

CALIFORNIA 92628-1200 P.O. Box 1200

FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

DATE: **APRIL 22, 2026**

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: **BID ADDENDUM NO. 1 – FAIRVIEW ROAD AND BELFAST AVENUE TRAFFIC SIGNAL PROJECT (CITY PROJECT NO. 26-03)**

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to kevin.gaxiola@costamesaca.gov. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: James Staab, President

Company: Select Electric, Inc.

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

BID OPENING DATE: **CHANGE, MONDAY, MAY 4, 2026**

BID OPENING TIME: **NO CHANGE, 2:00 P.M.**

BID OPENING PLACE: **NO CHANGE**

Responses to "Request for Information" (RFI) questions are provided below and are also posted to the PlanetBids portal:

1. Can we submit a bid under License A and/or B with a C-10 subcontractor?

   Answer: No, this is primarily a traffic signal project so the Prime Contractor must have a C-10 electrical license.

2. Would it be possible to reduce the liquidated damages amount to $500 per day?

   Answer: The current liquidated damages set for the project follow the Caltrans Local Assistance Procedures Manual which sets liquidated damages based on the estimate construction cost of the project. Please note that the City is aware of the long lead times for signal poles and other long-lead signal equipment and working days will only be counted while work is actually occurring.

3. Where can Appendix 'C' for the Caltrans Encroachment Permit be found? Page GP-6 under 2-2 Permits mentions this appendix.

Answer: A Caltrans encroachment permit would only be needed in the case the traffic control for the southbound direction spills back into Caltrans right of way. Caltrans encroachment permits can be filed at the following link: https://ceps.dot.ca.gov/ Please note that if a Caltrans encroachment permit is required for the traffic control, the cost of the permit shall be considered included in the lump sum bid price for "Traffic Control" and no additional compensation will be allowed therefore.

Failure to submit this acknowledgment form and/or signing page P-4 in the Bid Contract Documents and Specifications may cause your bid to be rejected.

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at *kevin.gaxiola@costamesaca.gov*.

Again, please acknowledge receipt of ALL addenda by filling out and signing page "P-4" of the proposal within the bid contract documents AND by filling out and signing within the rectangle on the first page of this bid addendum and emailing it to kevin.gaxiola@costamesaca.gov.

Also, please remember to physically submit the bid security in the form of a certified check, cashier's check or a bid bond, made payable to or in favor of the City of Costa Mesa, per Section 4 on Sheet N-1 of the Notice Inviting Bids to the City Clerk **PRIOR** to the bid submission deadline. **No bid will be considered unless this bid security is physically received prior to the submission deadline.**

Sincerely,

Ramin Nikoui, PE, TE, PTOE
Senior Engineer

CITY OF COSTA MESA

Agenda Report

File #: 26-310 **Meeting Date:** 6/16/2026

TITLE:

AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR THE SENIOR TRANSPORTATION PROGRAM

DEPARTMENT: **PARKS AND COMMUNITY SERVICES**

PRESENTED BY: **BRIAN GRUNER, PARKS AND COMMUNITY SERVICES DIRECTOR**

CONTACT INFORMATION: **KEVIN STODDART, SENIOR RECREATION SUPERVISOR, (714) 327-7561**

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) for the Senior Transportation Program with Orange County Yellow Management LLC (OCY) (Attachment 1) at 520 West Dyer Road, Santa Ana, California, 92707 with an annual amount not to exceed $200,000, for a period of three years effective July 1, 2026 - June 30, 2029; and

2. Authorize a ten (10%) percent contingency in the amount of $20,000 for unforeseen costs; and

3. Authorize the City Manager to execute the PSA and future amendments for this agreement within City Council authorized limits.

BACKGROUND:

The Senior Transportation Program began in 2011 due to the availability of Tax Measure M2 funding administered by the Orange County Transportation Authority (OCTA).

From 2011 to April 2020 the City used a shuttle service model to transport seniors to medical and non-medical appointments. During COVID, the shuttle service provider became insolvent and all services were suspended.

The City Council approved an emergency services agreement with Orange County Yellow (OCY) from May 2020 to June 2021. The program provides curb to curb transportation Monday through Friday from 8:00 AM to 4:00 PM within the city's boundaries for groceries, household supplies, and shopping, and curb to curb transportation for non-emergency medical appointments such as doctor appointments, physical therapy in eleven cities and the Long Beach Veterans Affairs (VA) Hospital.

Due to an accumulation of unused M2 funds during COVID, the City transitioned from the shuttle service to the taxi model, for which the City entered into an agreement with OCY for a five (5) year term beginning July 2021 to June 2026. The City funded this program through Measure M, Hoag, and Enhanced Mobility for Seniors and Individuals with Disabilities (EMSD) grant funds.

The current operational model is one of the most accessible programs in Orange County. Prior to the COVID pandemic, the annual shuttle ridership was 7,000 rides, while post-pandemic the program provides more than 24,000 rides. The top users of the program use the service more than 500 times per year with the top user exceeding 700 rides in one year. Approximately 80% of all rides are comprised of and utilized by 20% of all riders.

The rapid growth of the program, the large service area, unlimited use of the on-call service, and limited funding have is not financially unsustainable. The only guaranteed source of funding for the program are Measure M2 Project U funds and the City match, which amounts to approximately $162,000 annually, however the M2 amount fluctuates as sales tax revenue in the county changes.

On June 17, 2025, staff requested Council authorize an increase in the annual not-to-exceed amount of the Professional Services Agreement with OCY and to accept the Enhanced for Seniors and Individuals with Disabilities (EMSD) grant funding in the amount of $237,600. Additionally, the Council was informed of future funding challenges and the unsustainability of the program. Council advised staff to have the Parks and Community Services Commission evaluate the project and to provide a recommendation to Council.

ANALYSIS:

The Parks and Community Services Commission (PACS) reviewed the Senior Transportation Program during two (2) meetings, one on February 12, 2026, and the second on March 12, 2026. The first meeting provided program background information and announced three (3) community feedback opportunities to help evaluate potential program funding options.

Community Feedback Meetings

Senior Center staff conducted outreach in the form of in-person meetings at the Senior Center as well as a mailer with a survey about implementing cost control measures that included:

- restrictions on boundaries
- collection of copays
- limits on rides per person per month

In-person meetings were held at the Senior Center on: March 4, 2026, March 5, 2026, and March 10, 2026.

A total of 170 surveys (Attachment 2) were completed. The overwhelming number of respondents prioritized non-emergency medical rides over any other type of ride. The average response by those surveyed for copays for non-medical rides was $3.56 and $6.12 for medical rides.

On March 12, 2026, the Commission discussed and reviewed two options (Attachment 3) and recommended the following program model option based on an anticipated rate of $21.50 per ride, with an additional $5.50 per mile for all medical rides outside the City:

Ride Type	Destination	Frequency	Co-Pay
Rides within City Limits	Senior Center, Seven (7) Major Shopping Centers, Hoag Urgent Care	Three (3) Round Trips per Month	$4.00 each way
Medical Rides	Newport Beach, Fountain Valley, Santa Ana, Long Beach VA, Irvine, and Huntington Beach	Three (3) Round Trips per Month	$8.00 each way

RFP Process

Simultaneously with the PACS evaluation, a Request For Proposal (RFP) for the Senior Transportation Program was released on February 23, 2026, and submissions were due on March 11, 2026. The City received two proposals, one from Orange County Yellow Management LLC (OCY) and another from Onward Health, Inc.

Following the pre-established Finance Department guidelines, a full assessment and scoring exercise was carried out by three Parks and Community Services contract raters that manage the senior transportation program.

The evaluation of OCY proposal was positively rated by all three evaluators. OCY presented a strong proposal for delivering the STP's required day-to-day services for the City of Costa Mesa and fulfilled the requirements presented in the Scope of Work. Onward Health's proposal also met all requirements, but its fee structure is significantly more expensive than what the STP available funding. OCY's fee structure, however, is significantly lower than the rates anticipated by staff. OCY's proposed rates allow for a significantly more expansive service model than the one approved by the Parks and Community Services Commission.

The scope of work and evaluation criteria (Attachment 4) were for the vendor to have flexibly in implementing cost control measures that include the following:

- Destination limits or geographic boundaries
- Ridership quotas
- Collect copays

OCY Cost Proposal

OCY's cost proposal is below the estimated fee structure that was presented to PACS on May 12, 2026, at a projected rate of $21.50 plus $5.50 per mile for medical rides.

July 1, 2026 - June 30, 2029

Non-medical rides in Costa Mesa	$17.50 per ride
Medical rides	$15.00 per ride and an additional $3.00 per mile

July 1, 2029 - June 30, 2031

Non-medical rides in Costa Mesa$19.50 per ride	
Medical rides	$16.00 per ride and an additional $3.50 per mile

Onward Health Proposal

Onward Health proposed a slightly different fee structure that is significantly more expensive:

Non-medical rides in Costa Mesa$36.00 per ride	
Medical rides	$36.00 per ride and an additional $2.25 per mile
ADA Non-medical rides in Costa Mesa	$65.00 per ride
ADA Medical rides	$65.00 per ride and an additional $2.25 per mile
Cancellations within 2 hours	$15.00

The chart below lists the final scoring of both OCY and Onward Health.

Proposer	Points	Rank
OCY Management	1330	1st
Onward Health	1075	2nd

OCY outranked Onward overall, but the cost difference was the most significant factor. OCY's proposed fee structure will allow for a significantly more expansive service model than anticipated.

OCY Service Model

This model has a service area that is nearly as large as the current service model, which provides STP members maximum flexibility with locations and is an improved model from what PACS approved on March 12, 2026.

The implementation of ride limits and copays are necessary to ensure the STP remains financially sustainable. Staff will monitor the program's ridership levels and financials on an ongoing basis and make program adjustments as necessary. The proposed plan is as follows:

1. Boundaries

- Non-medical rides: anywhere within Costa Mesa
- Medical rides: anywhere within Costa Mesa, Newport Beach, Huntington Beach, Santa Ana, Fountain Valley, Irvine, Anaheim, Orange, Tustin, and the Long Beach VA Hospital.
- Exceptions: No “big box” (e.g., Costco, Sams Club, etc.) locations or stand-alone pharmacies outside of Costa Mesa such as CVS, Walgreens, Costco, etc.

2. Ride Limits

Medical or Non-Medical	Eight one-way rides per month

3. Copays

Non-medical rides	$3.00	Medical rides	$5.00

ALTERNATIVES:

The City Council may elect to recommend:

1. A continuation of existing service model which is currently fiscally unsustainable or;
2. Any other combination of model options which may not be in line with participant feedback.

FISCAL REVIEW:

Funding for the Senior Transportation Program is in the adopted Senior Center budget in the amount of $200,000 for FY 26/27. The program is reliant on M2 funding, a 20% Measure M2 City match, and a grant from Hoag Hospital. As M2 funding is based on sales tax, the actual funding for the program is subject to change from year to year. The implementation of a copay, ride limits and boundaries will ensure that the contract cost does not exceed $200,000. Staff will closely monitor the contract and make program adjustments when necessary, without impacting services.

Funding Source	**FY 2026-27 Estimates**
M2 Funding	$130,525
M2 City Match (20%)	$32,631
Hoag Community Health Benefit Grant	$50,000
Total Funding Estimate	$213,156

LEGAL REVIEW:

The City Attorney’s office has reviewed this report and approved it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the Public’s Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) for the Senior Transportation Program with Orange County Yellow Management LLC (OCY) at 520 West Dyer Road, Santa Ana, California, 92707 with an annual amount not to exceed $200,000, for a period of three years effective July 1, 2026 through June 30, 2029; and,

2. Authorize a ten (10%) percent contingency in the amount of $20,000 for unforeseen cost; and

3. Authorize the City Manager to execute the PSA and future amendments for this agreement within City Council authorized limits.

CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH OCY MANAGEMENT, LLC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and OCY MANAGEMENT, LLC, a California limited liability company ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform senior transportation services on an as needed basis, as more fully described herein; and

B. 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. 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. 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 City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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. Evaluations of the work will be done by the City Manager 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, 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 personal 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 cost proposal set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed Two Hundred Thousand Dollars ($200,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, 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 (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, 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, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on June 30, 2031, unless previously terminated as provided herein or as otherwise agreed to in writing by the 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 A.M. Best's 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) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate.

(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 limit per accident 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.

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 Manager 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:
OCY Management, LLC	City of Costa Mesa
520 Dyer Road	77 Fair Drive
Santa Ana, CA 92707	Costa Mesa, CA 92626
Tel: (714) 754-5636	Tel: (714) 754-5636
Attn: Melissa Gomez	Attn: Kevin Stoddart

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

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. 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. If 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 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. 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.

6.13. 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.

6.14. 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.

6.15. 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 7920.000 *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 7924.510, 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.

6.16. 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.

6.17. 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.

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

6.19. 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.

6.20. 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.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. 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.

6.23. 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.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. 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.

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

6.26. 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.

6.27. 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.

6.28. 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.

6.29. 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.

[Signatures appear on following page.]

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.

CONSULTANT

_____ Date: _____
Signature

_____
[Name and Title]

CITY OF COSTA MESA

_____ Date: _____
Cecilia Gallardo-Daly
City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Kevin Stoddart
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Brian Gruner
Parks and Community Services Director

APPROVED AS TO PURCHASING:

_____ Date: _____
Finance Director

EXHIBIT A

REQUEST FOR PROPOSALS

REQUEST FOR PROPOSAL 26-16

FOR

Senior Transportation Programs

Costa Mesa

Parks and Community Services Department

CITY OF COSTA MESA

Released on February 23, 2026

RFP Facilitator: Mike Fuentes; mike.fuentes@costamesaca.gov

REQUEST FOR PROPOSAL
FOR
Senior Transportation Program

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for Senior Transportation Program for the Parks and Community Services Department. The awarded Contract, (hereinafter referred to as "Contract") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 year(s) with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over $186.8 million and a total budget of over $224 million for fiscal year 2025-2026.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home to the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference checks, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Department contact set out in RFP title page. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

3.	**Release of RFP**	**February 23, 2026 at 5:00pm**
4.	**Deadline for Written Questions**	**March 2, 2026 at 10:00am.**
5.	**Responses to Questions Posted**	**March 6, 2026 at 5:00pm**
6.	**Proposals are Due**	**March 11, 2026 at 10:00am**
7.	**Interviews (if held)**	**March 25-26, 2026**
8.	**Approval of Contract**	**April 2026**

**All dates are subject to change at the discretion of the City.

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

1. Must have familiarity with the Measure M2 funded Senior Mobility Program administered by Orange County Transportation Authority.

2. Must demonstrate fleet capacity to meet the needs of the Senior Transportation Program.

3. Must have the ability to flexibly adjust operational parameters of the service at the request of the city, which include collection of copays, limiting destinations based on either boundaries or singular addresses, and limiting rides per client per month. The operational model of the Senior Transportation Program is currently under review by the Parks and Community Services Commission and the City Council will make a final determination on the aforementioned parameters on April 26, 2026 when this contract is awarded.

4. Must have the ability to submit, ridership data, driver training documents, vehicle maintenance records, and any other document requests that may be required by the Orange County Transportation Authority through the county-wide Senior Transportation Program.

5. Must provide three Municipal/County client references; please include contact information.

6. Must state whether the company is a party to a lawsuit with any public entity. If so, please provide the case number and a brief summary of the cause of action.

7. Must state whether the contractor has ever been a party to any contract that was terminated by any public entity; please include the name of the public entity, nature of the contract, and reasons for termination.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. Include proposed working relationship among the offering agency and subcontractors, if applicable.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work**, **Appendix A** of this RFP.

- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:

    1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

    2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

- **Qualifications & Experience of the Firm**: Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

    1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

    2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

    3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another business name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

    4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another business name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).

    5. How many years have you been in business under your present business name?

    6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.

    7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, therefore, please provide sufficient data to allow an evaluation of firm's financial capabilities.

- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
    - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.

    - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.

- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may or may not disqualify the firm from consideration.**

- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix B,** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement**. See No. 12 of this RFP below.

- **Checklist of Forms to Accompany Proposal:** The following is a list of the forms, **Appendix C** included in this RFP, which must be completed in full and included with Proposals:

    1. Vendor Application Form

2. Company Profile & References
3. Ex Parte Communications Certificate
4. Disclosure of Government Positions
5. Disqualifications Questionnaire
6. Bidder/Applicant/Contractor Campaign Contribution
7. Cost Proposal

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
  - ✓ Cover letter stating the total lump sum fee.
  - ✓ A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks, number of hours assigned for specific personnel and their basic hourly rates, mark up on supplies, if any, etc..

- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.

- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis

- **Submission of Proposals:** ***Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 10:00 a.m. (P.S.T) on March 11, 2026. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received by the deadline. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.***

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **March 2, 2026 at 10:00 A.M**. The City reserves the right not to answer all questions.

  The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

  From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed herein regarding this RFP. The City reserves the right to reject any Proposal for violation of this

provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, California. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

    - **Insurance** - City requires that licensees, lessees, and Contractors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

    - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Title II, Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the most qualified responsive and responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Qualifications of Experience of Key Personnel ------- 15%**
2. **Qualifications of the Firm ----30%**
3. **Method of Approach ----35%**
4. **Cost Proposal ---- 20%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that

does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. Initial Proposal Review: The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the most qualified or lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process will be invited to participate in an oral interview. Interviews are tentatively scheduled for the week of **March 25-26, 2026** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Should there be any discrepancies in numbers or calculations, the lowest price or total shall prevail.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposer unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items. Any Proposer who withdraws a Proposal will be ineligible to bid further on the work included in the RFP scope.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,

- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. **Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 7920.000, et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

   If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

   Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. **Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

   A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form in **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. **Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090, et seq., or Sections 87100, et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it

will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. **Disclosure of Governmental Position**: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose 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 using the attached Disclosure of Government Positions Form in **Appendix C**.

12. **Conditions to Agreement:** The selected Proposer will execute a Professional Services Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

    All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

    Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. **Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a Proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, included in **Appendix C**.

14. **Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda and additional information will be posted to www.Planetbids.com

APPENDIX A

City of Costa Mesa
Scope of Services - Senior Transportation Programs

Background

The City of Costa Mesa Parks and Community Services Department participates in Orange County Transportation Authority's (OCTA) Senior Mobility Program funded by tax measure M2. The program is designed to fill the gap between local fixed-route buses and ADA paratransit, or OC ACCESS service, by providing local transportation services to Costa Mesa residents ages 60 years and older within Orange County. The operation of the program is tied to the City's M2 allocation for senior mobility, but the city continually seeks grant funding to augment the program to the benefit if the City's residents.

General Scope of Work for Senior Transportation

Contractor shall provide professional transportation services to eligible Costa Mesa residents ages 60 and older within Costa Mesa's borders, throughout Orange County, and to the Veteran's Affairs Hospital in Long Beach as specified by the City of Costa Mesa beginning July 1, 2026. Vendor must have the ability to flexibly implement cost control measures that include destination limits or geographic boundaries, ridership quotas, and collect copays. Initial cost control measures will be established based on Contractor's cost proposals and will be communicated at the award of contract. The City of Costa Mesa will consider both shuttle and taxi-based transportation models and may award multiple contracts if a hybrid service model suits the City's needs.

Professional services are required by the City's Senior Transportation Program include the following tasks:

1. Contractor will meet with City staff regarding the schedule, status, and program services on a monthly basis, at a minimum.
2. Door-To-Door Service. The Contractor shall provide door-to-door transportation of eligible Costa Mesa residents ages 60 and older to and/or from the Costa Mesa Senior Center (CMSC) and transportation for the following purposes: medical appointments, nutrition, shopping, personal care, and social/recreational.
3. The maximum service area Contractor is expected to provide services to include the entirety of Orange County and the Long Beach Veterans Affair Hospital.
4. Contractor must have the ability to limit rides within defined geographic boundaries, such as within one mile of Costa Mesa's borders, as well as service satellite locations that may fall outside of the defined geographic boundary as needed by the City of Costa Mesa.
5. Contractor must have the ability to collect copays from riders via cash or credit card.
6. Contractor must have the ability to implement monthly ridership quotas on a per rider basis.
7. Contractor must have the ability to scale operations within a reasonable amount of time if the City wishes to temporarily expand the service area, reduce copays, adjust ridership quotas, or other program modifications that may increase or decrease ridership.
8. Taxi based models must provide a Fee Schedule that includes a flat rate per one way ride that originates and ends within Costa Mesa's boundaries and may include an additional per mile fee for any rides that extend beyond the City's boundaries. Shuttle based models will provide a Fee Schedule that consists of an hourly rate per vehicle.
9. Contractor will invoice the City at the rate agreed to by the City and identified in Fee Schedule and must have the ability to invoice the city separately for different types of rides, e.g., non-emergency medical rides and non-medical rides.
10. Contractor must comply with all state and federal regulations, as well as any additional OCTA requirements of Senior Mobility Program service providers, relating to driver training, licensing,

vehicle inspections, maintenance documentation, and allowable hours on duty requirements, drug and alcohol testing, etc.

11. The Contractor shall provide a toll-free telephone number for use by Senior Transportation Program clients. The Contractor shall accept telephone reservations from Costa Mesa for Senior Transportation Program patrons and dispatch a vehicle to the requested pick-up location within the City. Booking via smart phone application is desirable, but not required.
12. The earliest notice Contractor requires to guarantee an ADA compliant vehicle shall be the earliest in advance any rides shall be booked. For example, if Contractor can guarantee ADA complaint vehicle bookings with 48 hour notice, all rides must be booked 48 hours or more in advance.
13. Contractor shall participate in on-going customer relations efforts as coordinated by the City.
14. Contractor shall provide the necessary staff, equipment, and vehicle(s) to ensure efficient and timely administration of reservations, scheduling, customer service, and dispatch of City senior transportation trips in accordance with the service schedules and policies set forth by the City, and will provide substitute drivers in the event of absence from assigned/designated driver.
15. Contractor shall supply audio transcripts and/or video footage of the vehicle cabin space to the City in order to settle disputes and complaints from customers.
16. Drivers must be legally licensed to operate a motor vehicle in the Stage of California, be in good standing with the DMV, able to speak, understand, and read English adequately, and treat all passengers with respect and courtesy. Bilingual drivers are highly desirable.
17. Contractor must demonstrate it has an acceptable recruitment and hiring program, which is intended to minimize driver turnover and retain a high quality driver workforce
18. The City may require at any time that any driver be removed from transporting City customers for complaints, rudeness, or other inappropriate behavior or appearance, and may also request specific drivers from the said Contractor who provide exceptional customer service and have established rapport with customers.
19. Driver feedback about schedules, customers' needs, vehicle maintenance, and working conditions is expected.
20. Contractor will be responsible for all training of the vehicle driver and ensuring all training and certifications are current, service policies, passenger fares, etc.
21. Contractor shall comply fully with state and federal regulations pertaining to licensing and operations of vehicles, which are contained in the California Vehicle Code, California Administrative Code, and the Federal Motor Carrier Safety Regulations.
22. Contractor shall comply with the California OSHA requirements including the requirement of SB 198 to develop and implement an employee injury prevention program.
23. Contractor is required to provide a computerized system for trip reservations, scheduling, and dispatch of senior transportation services as well as for the collection, recording, and reporting of operational and performance data regarding these services.
24. City staff shall have access to a ride scheduling portal should the need arise for City staff to book rides for clients at the senior center or to view the status of any rides currently scheduled or in progress on any given day.
25. Contractor shall notify the City within 24 hours of any accidents/incidents, and ensure proper follow up on any accidents/incidents, where appropriate, to ensure that any unresolved safety hazards or liability issues are addressed.
26. Vehicle Collisions: The Contractor shall have sole responsibility, at its own cost and expense, for repair of any vehicle damaged in a vehicular accident or by any passenger. The City retains the right to investigate any vehicular collision involving the Contractor, and may request drug/alcohol screening of a driver found to be at fault under specific circumstances.
27. Contractor shall provide monthly ridership data that complies with OCTA's Senior Mobility Program's reporting requirements, which includes: client name, vehicle number, trip date, scheduled pick up time, actual pick up time, pick up address, pick up city, pick up odometer, drop

off address, drop off city, drop off time, drop off odometer, number of passengers, vehicle type, and trip category

28. Retention/Review of Records. The Contractor shall maintain all records pertaining to the services as required by OCTA Project U Funding and Policy Guidelines. The Contractor shall make its records available to the City upon request during regular business hours either for inspection or audit.
29. Vehicles shall remain clean and free from body damage. Driver shall inspect vehicle daily, before pulling out of the yard in accordance with state requirements. Contractor shall ensure that a Preventative Maintenance Inspection (PMI) is performed on vehicles in at least 3,000-mile intervals.
30. The City reserves the right to remove from service any vehicle that does not meet its appearance and cleanliness standards.
31. Payments for all specified services will be made based on the following: customer satisfaction, receipt of a detailed invoice sent in no later than the 15th day of the services for the preceding month (i.e., an invoice for services performed January 1st through 31st should be received by the City no later than February 15th)
32. The Senior Transportation Program will operate and provide services, excluding City observed holidays, Monday through Friday, between the hours of 8:00 a.m. until 4 p.m. Additional transportation may be required to and from special events at the Senior Center during non-operating hours.

EXHIBIT B

CONSULTANT'S PROPOSAL

OCY Management, LLC

Formally known as:

Cabco Yellow Inc.

DBA California Yellow Cab

City of Costa Mesa

Senior Transportation Services

February 27, 2026

Table of Contents

Cover Letter	3
Background & Project Summary	4
Method of Approach	5
Qualifications	13
Experience of the Firm	14
Key Personnel	16
Appendix C Forms	23

February 27, 2026

Mike Fuentes
Finance Dept. Buyer
77 Fair Drive
1st Floor
Costa Mesa, CA 92626

Hello Mr. Fuentes,

OCY Management, LLC (OCY), formerly known as Cabco Yellow Inc., respectfully submits its interest in providing transportation services to the City of Costa Mesa. This proposal shall remain valid for a minimum of 180 days from the date of submission.

OCY has a long-standing history of delivering transportation services that extend well beyond traditional taxicab operations. Early in our development, we recognized underserved populations within Orange County and designed flexible, on-demand transportation solutions to address the limitations of public transit. Today, OCY operates the largest and most adaptable taxicab fleet in the county, offering seniors and paratransit passengers reliable transportation without the constraints of fixed bus schedules.

We are confident in our ability to successfully support this program through our experienced drivers and dedicated staff. Our drivers are professional, patient, and safety-focused, consistently treating senior passengers with the respect and care they deserve.

OCY currently serves as a transportation contractor for more than fifteen senior transportation programs throughout Orange County, including the Cities of Costa Mesa, Rancho Santa Margarita, Laguna Woods, Aliso Viejo, Laguna Niguel, Orange, Garden Grove, Seal Beach, and others.

We appreciate the opportunity to submit this proposal and look forward to the possibility of continuing to serve and support the transportation needs of seniors in the City of Costa Mesa.

Sincerely,

Akbar Majid
President

Background & Project Summary

We have over 25 years of experience in the transportation industry, delivering Senior Mobility Program services across 20 cities, including the City of Costa Mesa for the last 5 years. As the incumbent provider, we possess a thorough understanding of the City's requirements and the objectives to be achieved.

Leveraging more than 100 years of combined team experience, we are well-equipped to manage the full scope of work and consistently deliver services that meet the highest standards of reliability and effectiveness.

Method of Approach

OCY proposes establishing a dedicated toll-free telephone number for Senior Mobility Program (SMP) participants in the City of Costa Mesa. Through this number, program patrons may request on-demand transportation during program service hours, with the expectation that a vehicle will arrive at the designated pick-up location within sixty (60) minutes.

The toll-free line will automatically recognize callers as program participants, requiring them only to provide basic trip details and their SMP identification number, also known as a Passenger ID number. As the City of Costa Mesa's current transportation provider, OCY can either continue using the existing toll-free number or establish a new one, based on the City's preference.

In addition to standard on-demand service, participants may use the same toll-free number and identification process to schedule trips up to two weeks in advance. This advanced scheduling allows OCY dispatchers and routing staff to plan and assign trips to designated drivers ahead of time, ensuring efficient and reliable service.

Reporting and Billing

All OCY documentation and reporting are managed through our proprietary digital dispatch system. In addition to providing monthly trip data and invoicing, the system maintains highly detailed electronic records that are securely archived and can be accessed and compiled into customized reports within as little as twenty-four hours.

The information collected, stored, and readily available for reporting includes essential dispatch details such as passenger names, pick-up locations, destinations, travel dates and times, passenger identification numbers, and additional contact information. Beyond standard trip data, the system also captures GPS "ping" data from each vehicle, providing accurate records of

routes taken, vehicle speeds, and performance metrics. Comprehensive records of customer interactions are maintained as well, including audio recordings of all inbound and outbound calls, along with detailed trip event logs documenting pick-up and drop-off times.

**Under current SMP reporting requirements, both pick-up and drop-off odometer readings are recorded. OCTA has approved OCY's method of reporting the pick-up odometer reading as zero (0) and using the drop-off reading to reflect the total mileage for each trip.

Complaints and Incidents

The Project Manager will review all complaints and concerns within twenty-four (24) hours of receipt. A proposed resolution will be identified promptly, and the City will be notified of the issue and its status within forty-eight (48) hours. Appropriate remedies will be implemented as necessary to prevent similar issues from occurring in any area of operations.

As a service-oriented organization, OCY maintains that any incident is unacceptable. Upon receipt of an incident report, the Project Manager will assume responsibility for gathering all relevant details and conducting appropriate follow-up. A comprehensive written report documenting any accident, injury, or dispute will be prepared and submitted to the City.
In accordance with standard operating procedures, all accidents receive immediate attention from OCY's accident investigation team. These investigators are responsible for responding promptly when applicable and for completing a formal investigation using established reporting protocols. Each investigation includes interviews with involved parties, on-site measurements, and photographic documentation of the incident and surrounding conditions.

Additionally, detailed trip-level data is included with each monthly invoice. Ridership is itemized on a line-by-line basis to support program auditing, transparency, and effective oversight.

Experience

OCY has provided senior and paratransit transportation services since its founding more than thirty years ago in 1995. Currently, OCY serves as the transportation contractor for senior mobility programs in the Cities of Costa Mesa, La Habra, Fullerton, Laguna Hills, Laguna Woods, Mission Viejo, Orange, Garden Grove, Rancho Santa Margarita, and others. In addition, OCY is the exclusive ground transportation contractor for John Wayne Airport, holds a franchise in the City of Anaheim, and partners with several independent private care organizations—all of which require strict ADA compliance and comprehensive driver Sensitivity Orientation.

OCY also serves as the transportation provider for OCTA's Same-Day Taxi Program and as a subcontractor under the ACCESS paratransit contract.

Notably, OCY has more than fifteen years of experience serving the approximately 25,000 senior residents of Laguna Woods, maintaining a complaint rate consistently below one percent.

As the exclusive contractor for John Wayne Airport (JWA), OCY continuously adapts and innovates to meet the evolving needs of a diverse traveling public. Operational best practices developed at JWA—including modern fleet protocols, advanced customer service standards, enhanced situational awareness, and specialized assistance techniques for seniors and culturally diverse populations—are incorporated into OCY's street-fleet driver orientation programs, ensuring a consistent and high level of service across the entire fleet.

Fleet and Maintenance OCY has a diverse fleet consisting of conventional sedans, 6-passenger minivans, and ADA-compliant wheelchair-access vans.

All taxicabs are subject to a comprehensive maintenance program to ensure safe, reliable transportation for all passengers. Detailed inspection reports and maintenance logs are maintained as permanent records and are available for review by City staff upon request.

Central to OCY's vehicle maintenance program is the Preventive Safety and Maintenance Inspection (PSMI). This proactive program is designed to identify and address potential mechanical or safety issues before they escalate, ensuring optimal vehicle performance and passenger safety.

Safety Inspections

Every cab in our fleet is inspected by the driver daily prior to conducting any trip. This helps prevent any vehicle malfunction or unsafe conditions, including, but not limited to:

- Headlights, taillights, brake lights, interior lights, and turn signals
- Steering
- Windshield wipers
- Tires
- Oil, transmission fluid, etc.
- Warning lights on display
- Body, windshield, or interior damage
- Leakage of any fluids
- Horn
- Mirrors
- Double-check the hood to ensure both latches are fastened securely
- **Wheelchair Vehicles: handrails, wheelchair tie-downs (manual or power), internal and exterior lighting, operation of ramp/lift, etc.**

If any malfunction or damage is observed, the vehicle is not driven.

Interval Preventive Maintenance Inspections (PMI)

PMI's are conducted at intervals established per standard manufacturer recommendations for applicable vehicles. The vehicle's engine oil and filter are

changed at each inspection, and the tires, lights, steering, and brakes are inspected and adjusted, if necessary.

Automated Maintenance Tracking System

OCY utilizes an automated driver and vehicle maintenance tracking system that proactively monitors all drivers and vehicles within the fleet, including the weekly recording of vehicle mileage. The system tracks critical driver compliance data, including:

- Driver's license status and expiration
- Norton Medical certification expiration (drug screening)
- Driver permit status

In addition, the system monitors essential vehicle information, including:

- Vehicle registration status and expiration
- Vehicle mileage and required preventive maintenance

The program also maintains a comprehensive history of prior vehicle inspections. Using this data, the system evaluates the entire fleet and identifies vehicles scheduled for inspection within the upcoming week, as well as the specific inspection required. This information is communicated to the Fleet Manager to ensure vehicles are made available to the Maintenance Department as scheduled.

All OCY vehicles are washed weekly, and drivers are required to always maintain clean and orderly interiors. Any vehicle found to be dirty or emitting unpleasant odors is immediately removed from service and reinspected after corrective action before being returned to operation.

While most OCY taxicabs maintain a uniform and easily recognizable appearance, some vehicles transitioned to a single solid color beginning in 2020. However, all vehicles retain consistent decal placement to ensure uniform identification across the fleet.

Insurance Requirements

Our automobile liability insurance coverage is $1,000,000.

Business License

AB1069 states "A city or county shall not require a taxicab company or driver to obtain a business license, service permit, car inspection certification, or driver permit, or to comply with any requirement under this section or Section 53075.52, unless the company or driver is substantially located within the jurisdiction of that city or county". Under AB 1069, regulatory fees will be paid to the jurisdiction where taxicabs are "substantially located," which is defined as both where the taxicab driver or taxicab business is located and where the taxicab provided the largest number of trips in the year prior.

Orange County Taxi Administration Program (OCTAP)

OCTAP went out of business in 2019. Therefore, drivers are no longer eligible for a Taxi permit through OCTAP. Drivers now obtain a taxi permit through the City of Anaheim.

Dress and Appearance Standard

All drivers participating in the program will wear business casual attire.

Operations Base in Santa Ana

Our facility includes approximately 2,600 square feet of office space and over 5,000 square feet dedicated to logistics and vehicle maintenance. The administrative office is staffed by fifteen full-time employees, and we contract with an additional dozen on-site fleet maintenance technicians and specialists. All routine and most specialized maintenance is performed on-site, except for certain bodywork and machine shop services. Our fully equipped maintenance facility can handle everything from routine oil changes to complete driveline and chassis rebuilds. The shop meets all local zoning requirements and is staffed by highly trained, certified technicians, ensuring vehicles are maintained to the highest standards of safety and reliability.

Driver Orientation Program

All drivers with (OCY) are independent contractors.

All applicants must be able to produce the following:

- An Excellent Driving Record
    - Current, valid California Driver's License
    - ZERO serious violations such as reckless driving, or driving while under the influence of drugs or alcohol
- Pass a drug screening initially, and enroll in a random and annual drug and alcohol program
- Live Scan fingerprints
- Successfully pass a background check
- Provide proof of legal residency
- Be placed on the DMV *Pull-Notice* program

Only after successfully producing the above will a prospective driver be considered for a Lease under the OCY livery.

OCY utilizes a comprehensive driver orientation program structured around four modules: Operations, Safety, Service, and Review (OSSR). OSSR places particular emphasis on customer service, fare collection policies, and sensitivity orientation for transporting seniors and individuals with disabilities. The program includes approximately 30 hours of combined classroom and on-the-road orientation, typically delivered over a three- to five-day period.

Orientation is conducted before assigning a vehicle to a driver, on an annual basis, and as needed. Whenever program guidelines are updated, drivers are promptly notified via their tablets, and the revised guidelines are immediately made available.

For all senior programs we serve, drivers are requested to wear a white shirt with dark trousers and dark shoes. Participation is optional; however, drivers who choose to participate are required to comply with the program's uniform standards.

Drug and Alcohol Policy

OCY provides safe, dependable, and efficient transportation services to our customers. Our safety-sensitive employees' and affiliates' use of illegal drugs and misuse of alcohol pose a significant risk to public safety, as well as the employees' and affiliates' health and well-being, and can cause loss of efficiency, productivity, or a disruptive work environment. OCY's drug and alcohol policy is intended to comply with all applicable State and Federal regulations governing workplace anti-drug use and alcohol misuse programs in the transportation industry. They include DOT 49 CFR Part 40 as amended ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs"); FTA 49 CFR Part 655 ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"); DOT 49 CFR Part 29 ("Drug-Free Workplace Act of 1988"); and CA Govt. Code Section 8350 et. Seq. ("Drug-Free Workplace Act of 1990"). The policy incorporates the requirements of the above regulations for safety-sensitive employees and others when so noted (this policy is available at any time). Drivers undergo an FTA Drug test initially (pre-employment) and must enroll in a random pool.

Qualifications

Legal Name of Company:

OCY Management, LLC

Formally known as:

Cabco Yellow Inc.

DBA California Yellow Cab

Office Location:

520 W Dyer Road, Santa Ana, CA 92707

Phone: (714) 427-2555

Dispatch Phone Numbers:

(714)444-4444

(949)444-4444

(657)444-4444

(877)951-8294

Name and Title of Person Authorized to Submit Proposal:

Akbar Majid, President

Ph. (714)427-2555 Ext. 112 Email: amajid@rideyellow.com

Federal Employer Identification Number:

[redacted]

Statement of Ownership:

OCY Management, LLC is an LLC

Wholly owned by William Rouse

Years in Business:

>1 year as OCY Management

30+ Years as Cabco Yellow Inc., dba California Yellow Cab

Failures or Refusals to Complete Any Contracts:

None

Arbitrations, lawsuits, settlements, etc., in the last 5 years

There is no pending litigation or arbitration for OCY other than that related to normal operational vehicle accident activity, which has resulted in routine litigation, which is

addressed by our company's insurance carrier. Additionally, there are no other conditions – including those identified above – that Cabco Yellow believes would impede the company's ability to service the program.

Comparable contracts in the last 5 years

Please refer to Summary of Experiences (page 13)

OCY is aware of and understands the scope of work and all the tasks outlined for the City of Costa Mesa.

Experience of the Firm

OCY has numerous contracts with public and private organizations throughout Orange County, including the OC Health Care Agency, OCTA-Same-Day Taxi, OCTA-Access, and Children's Hospital of Orange County. However, OCY is the primary provider to 19 City Senior Mobility Programs in Orange County.

2004 – Present

City of Laguna Woods- Senior Mobility Program

Transportation for Laguna Woods residents 60 years of age and older. Trips must begin or end in Laguna Woods, but can travel within OC and Long Beach VA. Participants must provide the taxicab drivers with a co-pay (if applicable) and may use the services for non-emergency medical appointments, social, personal care, and other recreational purposes.

2012 – Present

City of Mission Viejo- Senior Mobility Program

Transportation for Mission Viejo residents 60 years of age and older. Services are limited to the City of Mission Viejo, surrounding cities, and selected satellite destinations. Participants must provide the taxicab driver with a co-pay (if applicable) and may use the services for non-emergency medical appointments, grocery store, church, visit family and friends, the senior center, and more.

2012 – Present

City of Orange- Senior Mobility Program

Transportation for Orange residents 60 years of age and older. Trips must begin and end in Orange. Services must be to/from the seniors' resident and the senior center, grocery store, and/or a medical facility.

2017 – Present

City of Lake Forest- Senior Mobility Program

Transportation for Lake Forest residents 60 years of age and older. Services are limited to the City of Lake Forest, surrounding cities, and selected satellite destinations. Participants must provide the taxicab driver with a co-pay (if applicable) and may use the services for non-emergency medical appointments, grocery store, church, visit family and friends, the senior center, and more.

2012 – Present

City of Mission Viejo- Senior Mobility Program

Transportation for Mission Viejo residents 60 years of age and older. Trips must begin and end in Mission Viejo, but can go to surrounding cities and selected satellite destinations. Participants must provide the taxicab driver with a co-pay (if applicable) and may use the services for non-emergency medical appointments, grocery store, church, visit family and friends, the senior center, and more.

2012 – Present

City of Laguna Hills- Senior Mobility Program

Transportation for Laguna Hills residents 60 years of age and older. Trips must begin and end in Laguna Hills. Riders can travel within Laguna Hills and surrounding cities as well as satellite destinations.

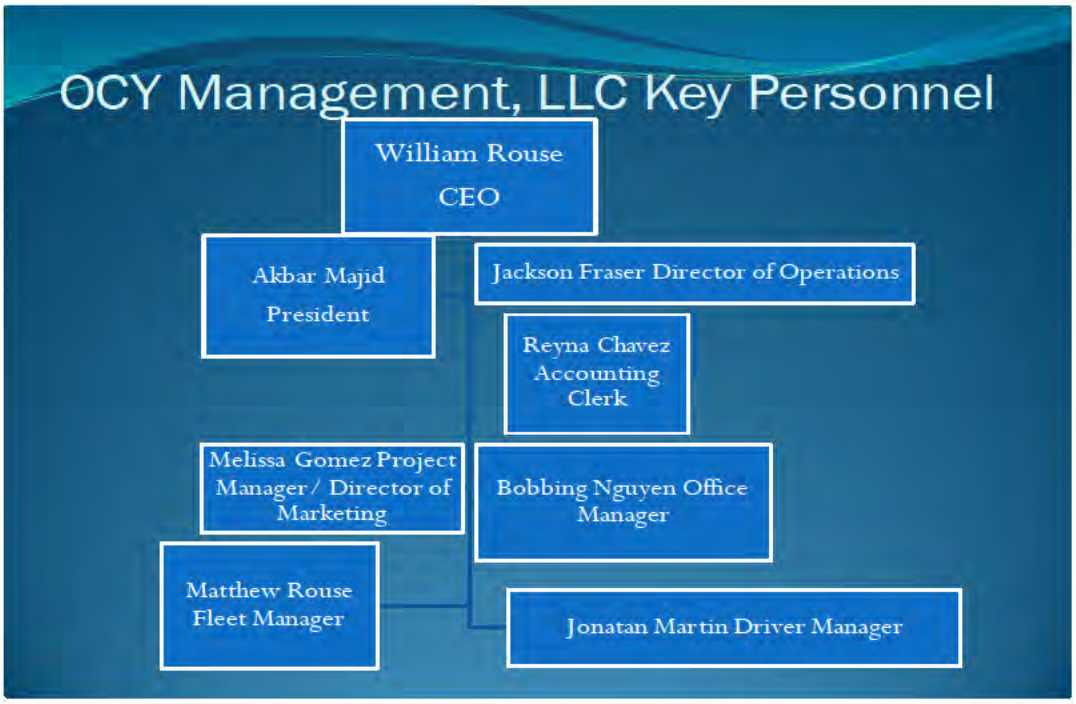
Key Personnel

Akbar Majid- Mr. Majid serves as General Manager overseeing the daily operations of SDY Management, LLC, and as President of OCY Management, LLC. He is actively involved in all aspects of the organization's operations and plays a key role in strategic planning and decision-making. Throughout the term of this contract, Mr. Majid will work closely with Melissa Gomez, Project Manager, to ensure full compliance with all requirements. With more than 30 years of experience in the taxicab industry, Mr. Majid has an extensive background providing transportation services to seniors, individuals with disabilities, and the public.

Melissa Gomez- Since January 2017, Ms. Gomez has served as Project Manager, overseeing compliance with program guidelines and ensuring all outcome objectives are met while maintaining the highest standards of service. She manages established client relationships and takes the lead in addressing service issues and resolving complaints related to Orange County programs. With an extensive background in the transportation industry, Ms. Gomez currently manages more than 19 Senior Mobility Programs in Orange County and is dedicated to ensuring seniors receive exceptional service and are transported safely, reliably, and on time.

Jackson Fraser- As Director of Operations at OCY Management LLC, Mr. Fraser oversees all aspects of day-to-day service delivery for our fleet. His responsibilities include driver oversight, regulatory and contract compliance, customer service quality, and operational strategy to ensure reliable, timely transportation across Orange County. Mr. Fraser has led initiatives to streamline dispatching, improve ADA accessibility, and maintain fleet standards in accordance with county, city, and private contracts. He collaborates closely with both municipal partners and private stakeholders to ensure OCY Management's services meet evolving community needs.

Organizational Chart



Key Personnel Statement: President Akbar Majid, Director of Operations Jackson Fraser, and Project Manager Melissa Gomez will be available to the extent proposed for the duration of the project and acknowledge that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City.

APPENDIX C
FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal

VENDOR APPLICATION FORM
FOR
RFP No. 26-16 Senior Transportation Program

TYPE OF APPLICANT: ☐ NEW ☑ CURRENT VENDOR

Legal Contractual Name of Corporation: OCY Management, LLC

Contact Person for Agreement: Akbar Majid

Title: President E-Mail Address: amajid@driveu.com

Business Telephone: 714-427-2555 x112 Business Fax: NA

Corporate Mailing Address: 520 W Dyer Road

City, State and Zip Code: Santa Ana, CA 92707

Contact Person for Proposals: Melissa Gomez

Title: Program Manager E-Mail Address: melissa@cayellow.com

Business Telephone: 714-427-2555 x307 Business Fax: NA

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ 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
Akbar Majid	President	714-427-2555 x112
Jackson Fraser	Director of Operations	714-427-2555 x200

Federal Tax Identification Number: [redacted]

City of Costa Mesa Business License Number: NA

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

City of Costa Mesa Business License Expiration Date: NA

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 26-16 Senior Transportation Program**at any time after **February 23, 2026.**

_____ **Date**: February 27, 2026

Signature

Akbar Majid

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **February 23, 2026** with a City Councilmember concerning informal **RFP No. 26-16 Senior Transportation Program.** A copy of all such communications is attached to this form for public distribution.

_____ **Date**: _____

Signature

_____

Print

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.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor 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.

COMPANY PROFILE & REFERENCES

Company Legal Name: OCY Management, LLC

Company Legal Status (corporation, partnership, sole proprietor etc.): LLC- Partnership

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

Business Address: 520 W Dyer Road, Santa Ana, CA 92707

Website Address: rideyellow.com

Telephone Number: 714-427-2555 Facsimile Number: NA

Email Address: melissa@cayellow.com

Length of time the firm has been in business: 30+ years

Length of time at current location: 10+ years

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:

Federal Taxpayer ID Number: [redacted]

Regular Business Hours: Mon- Thur 9am to 5pm Fri 9am to 12pm

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation: Akbar Majid

Telephone Number: 714-427-2555 x112 Facsimile Number: NA
Email Address: amajid@driveu.com

Contact person for accounts payable: Anita Maldonado

Telephone Number:714-427-2555 x328 Facsimile Number: NA

Email Address: anita@rideyellow.com

Name of Project Manager: Melissa Gomez

Telephone Number: 714-427-2555 x307
Email Address: melissa@cayellow.com Facsimile Number: NA

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name: City of Laguna Woods SMP

Telephone Number:949-639-0512

Contact Name: Yolie Trippy, Deputy City Clerk

Contract Amount: determined by the City

Email: ytrippy@cityoflagunawoods.com

Address: 24264 El Toro Rd, Laguna Woods, Ca 98263

Brief Contract Description: Transportation for Laguna Woods residents 60 years of age and older. Trips must begin or end in Laguna Woods, but can travel within OC and Long Beach VA. Participants must provide the taxicab drivers with a co-pay (if applicable) and may use the services for non-emergency medical appointments, social, personal care, and other recreational purposes.

Company Name:City of Yorba Linda SMP

Telephone Number:714-961-7183

Contact Name: Rob Cavanaugh

Contract Amount: $150,000 per year

Email: rcavanaugh@yorbalindaca.gov

Address: 4501 Casa Loma Ave, Yorba Linda, CA 92886

Brief Contract Description: Transportation for Yorba Linda residents 60 years of age and older. Trips must be within Yorba Linda or a 1-mile radius of Yorba Linda. May use the services for non-emergency medical appointments, social, personal care, and other recreational purposes.

Company Name: City of Mission Viejo SMP

Telephone Number: 949-470-8441
Contact Name: Melanie McGrane
Contract Amount: $180,000 per year
Email: mmcgrane@cityofmissionviejo.org
Address: 24932 Veterans Way, Mission Viejo, CA 92692

Brief Contract Description: Transportation for Mission Viejo residents 60 years of age and older. Trips must be within Mission Viejo, surrounding cities and selected satellite destinations. May use the services for non-emergency medical appointments, social, personal care, and other recreational purposes.

Company Name: City of La Habra SMP

Telephone Number: 562-383-4211
Contact Name: Martha Montoya
Contract Amount: $60,000 per year
Email: mmontoya@lahabraca.gov
Address: 101 W La Habra Blvd, La Habra, CA 90631
Brief Contract Description: Transportation for La Habra residents 60 years of age and older. Trips must be within La Habra and a 10-mile radius outside of La Habra. The City allows services to two out of County locations. May use the services for non-emergency medical appointments, shopping, and financial institutions.

Company Name: City of Garden Grove SMP

Telephone Number 714-741-5168
Contact Name: Amanda Cross
Contract Amount: $240,000.00 per year
Email: crystalp@ggcity.org
Address: 11300 Stanford Ave, Garden Grove, CA 92840
Brief Contract Description: Transportation for Garden Grove residents 60 years of age and older. Trips within Garden Grove are for medical, shopping, and/or senior center trips. Trips outside of Garden Grove but within a 10-mile radius are for medical purposes only.

BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION

DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than $249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of $250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

3/2/2026

Date

EXHIBIT C

COST PROPOSAL

Cost Proposal Form/Sample

As the provider for the City of Costa Mesa during the last five-years we have not increased our rates despite nationwide inflation and rising operational costs, including maintenance, fuel, insurance, vehicle parts, and labor. During this time, our team has continued to provide services in full compliance with our contractual obligations. However, the company has absorbed these increasing costs along with driver incentives, and it is no longer sustainable for us to continue operating at the current rates.

Proposed rates July 1, 2026 - June 30, 2029

Trips within Costa Mesa $17.50 one-way, per participant
Trips outside of Costa Mesa $15.00 + $3.00 per mile one-way, per participant

Proposed rates July 1, 2029- June 30, 2031
Trips within Costa Mesa $19.50 one-way, per participant
Trips outside of Costa Mesa $16.00 + $3.50 per mile one-way, per participant

EXHIBIT D

CITY COUNCIL POLICY 100-5

Senior Transportation Survey Results

1 Do you own or have the ability to operate a motor vehicle?

Yes	57
No	96
N/A	17

2 If the senior transportation program prioritized one or two types of locations,which would you prefer? Please only check two.

Medical Destinations	153
Nutrition/Grocery Shopping	71
Personal Care	22
Senior Center	37
Shopping	24
Social & Recreational	13

3 Which of the following do you prefer?

A balance of where I can go, how much I must pay, and how many times I can use the program.	60
A service that only goes to a few locations, but I can use it frequently and for free.	85
A service that travels many places, but I can only use it a small number of times each month and I have to pay for each ride.	11
N/A	13

4 How much are you willing to pay per ride for a senior taxi service for rides within Costa Mesa?

$10 each way	1
$10-$15	2
$10-$20	2
$2-$2.50	1
$2-$5	1
$3-$5	3
$5-$10	3
?	2
0	20
1	14
1.5	3
10	10
12	1
15	1
2	7
2.5	1
20	3
25¢	1
3	8
5	33
cant afford much	1
Free	2
I always tip $5 anywhere	1
I don't know yet at this time. I will wait after the meeting this coming March	1
I wish they provided bus pass	1
N/A	18
no idea	1
no se (does not know)	1
Not sure	1
not sure. this was a free service to help the aged, whats fair?	1
prefer	1
unsure	1
whatver uber/lyft would charge	1

5 How much are you willing to pay per ride for a senior taxi service for rides to Medical Destinations facilities outside of Costa Mesa?

$10-$15	1
$10-$20	1
$2-$5	1
$20 each way	1
$20-$25	1
$20-$30	2
$3-$5	1
$5 each ride	1
$5-$10	1
$5-$20	1
$5($3 is best)	1
?	2
0	9
1	4
1.5	3
10	20
15	6
2	7
20	8
25	1
3	12
3.6	1
30	1
4	1
5	23
6	1
7	3
best rate	1
Free	2
N/A	21
no idea	1
no se (does not know)	1
not sure	1
Not sure maybe $2	1
not sure. this was a free service to help the aged, whats fair?	1
prefiero usar el servicio de Access(prefer to use Access)	1
the cost should depend on distance: $5-$10	1
use Access	1
whatver uber/lyft would charge	1

6 If you could not use the Senior Taxi Program, what alternate transportation would you use?

?	1
1. Bus but with 30 minute trips 2. uber/lyft	1
a family member will help us for a ride	1
A friend	1
Access	2
Access, OCTA, family	1
ask for ride	1
Bike	1
bike or neighbor	1
bus	16
bus or bike	1
bus or insurance transportation	1
bus or thumb	1
bus or uber	1
Bus, but I am handicapped and need a walker. 48 hours in advance is inconvenient for people with dementia.	1
Bus, caminar con dificultad (difficulty walking)	1
Bus/Lyft/Uber	1
cab	1
Cal Optima	1
car	1
car/bus/taxi	1
caretaker/lyft	1
Daughter	1
Dial a Ride	1
dial-a-ride	1
dont know	2
Drive Car	1
drive sons car	1
family	3
family or taxi	1
friend	1
friends	3
friends and family	1
friends or family	1
friends/relatives	1
High Hight	1
hire someone somewhere somehow	1
I used this service for rehab when I broke my hand and couldn't drive- very helpful	1
I will take the bus	1

I'm stuck	1
insurance	2
lyft	1
my car	1
my husband/taxi/uber	1
My own car	1
N/A	14
no idea	1
none	7
none- it would be too difficult to take public transportation because of walking aid	1
not sure	1
not sure...	1
OC	1
OC Access	6
OC Access or OCTA	1
OC bus system	1
OCTA	5
OCTA for inside CM. Id have to pay taxi about $100 roundtrip for Medical Destinations in irvine, orange and tustin	1
OCTD	1
regular taxi	1
ride circuit, OCTA bus, motivcare transportation Medical Destinations	1
ride from friends	1
ride share/friends	1
SCAN	1
Senior Bus Pass	1
son	1
Stay at home/call family or friends	1
still doing research	1
stuck	1
taxi	2
taxi, uber	1
taxis	1
the bus	1
The Goat	1
try to find someone	1
Uber	12
uber or lyft	1
uber or neighbor	1
uber, drive self	1
uber, lyft	1
uber/lyft	2
uber/lyft/taxi	1
walk	2

walking/bus	1
wife would drive	1

THE COSTA MESA PARKS & COMMUNITY SERVICES COMMISSION

MARCH 12, 2026
6:00 P.M. – UNOFFICIAL MINUTES

CALL TO ORDER by Chair Brown at 6:00 PM.

PLEDGE OF ALLEGIANCE by Commissioner Dorn Parker.

ROLL CALL

☒ = Present ☐ = Absent

Commissioners	City Staff
☒ Cristian Garcia Arcos*	☒ Brian Gruner, Parks and Community Services Director
☒ Jake Husen	☒ Monique Villasenor, Recreation Manager
☒ Jason Komala	☒ Kevin Stoddart, Sr. Recreation Supervisor
☒ Brandine Leger	☒ Raja Sethuraman, Public Works Director
☒ Elizabeth Dorn Parker	☒ Robert Ryan, Maintenance Services Manager
☒ Shayanne Wright, Vice Chair	☒ Bryan Wadkins, Police Captain
☒ Kelly Brown, Chair	☒ Laura Fautua, Executive Assistant
	☒ Kathia Vitier, Recreation Specialist

*Commissioner Garcia Arcos arrived as Chair Brown opened up for public comment.

PUBLIC COMMENTS – Correspondence Received.

COMMISSIONER COMMENTS AND SUGGESTIONS

Commissioner Komala: Thanked attendees of the senior transportation sessions for sharing feedback, noting it was well received and helpful in identifying next steps.

Commissioner Leger: Thanked community members for attending and providing feedback regarding Moon Park and transportation issues.

Commissioner Garcia Arcos: Shared excitement regarding an upcoming conference in and encouraged anyone interested in becoming an arborist or learning about trees to reach out.

Vice Chair Wright: Shared that visiting and evaluating parks outside of her usual neighborhood was a meaningful and enjoyable experience and stated she looked forward to sharing her analysis and professional perspective.

Chair Brown: Thanked commissioners for their comments, expressed interest in updates regarding the Lions Park café opening, shared observations from Costa Mesa United meetings regarding business impacts on park events, suggested revisiting a community Picnic Day, and noted supplemental meeting materials were available on the City website.

CONSENT CALENDAR

1. **Minutes – February 12, 2026 and February 26, 2026 PACS Draft Minutes**
2. **Department Report – February 2026**

Public Comment: None.

MOTION: To approve consent calendar items
MOVED/SECOND: Commissioner Dorn Parker / Commissioner Leger
The motion carried by the following roll call vote:
Ayes: Commissioner Dorn Parker, Commissioner Garcia Arcos, Commissioner Husen, Commissioner Komala, Commissioner Leger, Vice Chair Wright, Chair Brown
Nays: None
Absent: None
Motion Carried: 7 – 0

MONTHLY REPORTS

1. PARKS AND COMMUNITY SERVICES DIRECTOR'S UPDATE

Mr. Brian Gruner, Parks and Community Services Director presented.

Public Comment: None.

Commissioner Garcia Arcos thanked City staff for their outreach efforts with Bright Youth and the Shalimar Park community and expressed interest in continued collaboration.

Commissioner Dorn Parker thanked the City for hosting the Ability League baseball program at the park and acknowledged the effort involved in relocating the program and supporting its growth.

Vice Chair Wright inquired about the City's perspective regarding the Newport-Mesa Unified School District's recent e-bike and bicycle restrictions and asked whether there were approaches the City could learn from or improve upon regarding e-bike issues in parks.

Commissioner Dorn Parker stated that e-bike and electric motorcycle concerns were occurring statewide and noted that legislators, school districts, and law enforcement agencies were working to address safety concerns while still encouraging biking and walking among students.

Vice Chair Wright noted the Newport-Mesa Unified School District recently discussed e-bike issues at a school board meeting and suggested the City could evaluate the district's approach regarding illegal bike activity in parks, particularly at Fairview Park.

Chair Brown asked about trends discussed at the California Park & Recreation Society conference, including parks funding, budget challenges, and whether other cities were utilizing values-based assessment frameworks similar to Costa Mesa's approach.

OLD BUSINESS:

1. SENIOR TRANSPORTATION PROGRAM

Mr. Brian Gruner, Parks and Community Services Director, and Mr. Kevin Stoddart, Sr. Recreation Supervisor presented.

DRAFT

Staff proposed the following variations:

Variation One (1)	**Variation Two (2)**
Rides within City Limited to: • Senior Center • Seven Major Shopping Centers • Hoag Urgent Care • Four rides per person per month (two round trip) • $4.00 Copay Medical Rides to: • Newport Beach • Fountain Valley • Santa Ana • Long Beach VA • Hoag and Kaiser Medical Centers in Irvine • Hoag Urgent Care and Optum Clinic in Huntington Beach • Four rides per month (two round trip) • $8.00 Copay Total Rides Allowed: 7,201	Rides within City Limited to: • Senior Center • Seven Major Shopping Centers • Hoag Urgent Care • Six rides per person per month (three round trip) • $4.00 Copay Medical Rides to: • Newport Beach • Fountain Valley • VA Clinic, Kaiser, and Wave Imaging in Santa Ana • Long Beach VA • Hoag and Kaiser Medical Centers in Irvine • Hoag Urgent Care and Optum Clinic in Huntington Beach • Six rides per month (three round trip) • $8.00 Copay Total Rides Allowed: 8,056

Public Comment:
Jean: Expressed appreciation for the senior transportation program, noted the importance of including Kaiser medical offices in transportation options, inquired about how transportation models would be selected, and shared that the service had been helpful due to not being able to drive.

Chair Brown asked questions regarding the anticipated costs of the program options, how frequent riders would be accommodated, whether service hours could be expanded later into the day, and whether alternative transportation resources such as the City's shuttle service could be utilized to support rides to the Senior Center.

Commissioner Leger thanked staff for conducting extensive outreach efforts and asked whether the public was being informed that the 48-hour reservation requirement was necessary to maintain ADA compliance.

Commissioner Komala inquired whether extending service hours would increase program costs, asked about coordinating alternative transportation options such as Uber for seniors, and questioned how the program would address riders requiring frequent medical treatments beyond the proposed ride limits.

Chair Brown highlighted the Commission's role was to provide recommendations to City Council and noted that commissioners could recommend alternatives beyond the two (2) presented options.

Commissioner Dorn Parker shared personal experience assisting her mother with senior transportation needs and discussed concerns regarding seniors requiring frequent medical transportation, potential partnerships with outside providers, staffing needs to assist seniors with transportation coordination, affordability of co-pays, and the importance of evaluating and adjusting the program over time to balance financial constraints with community needs

Chair Brown inquired if the VA is covered in all three options.

Commissioner Garcia Arcos suggested exploring bus passes for seniors comfortable using public transit to help reduce program costs and increase access to destinations such as the Senior Center and medical facilities. He also inquired about the outreach conducted to approximately 1,300 residents and requested that informational materials, including Spanish-language resources are available.

Vice Chair Wright requested a side-by-side comparison of the transportation program options, discussed a potential hybrid model with free local rides and co-pay medical rides, questioned whether survey responses aligned with rider behavior, sought clarification regarding the proposed paid options, and expressed support for variation two (2) due to the increased number of rides and preservation of medical destinations while questioning the value of including Santa Ana as a service area.

Chair Brown emphasized the importance of maintaining seniors' sense of independence and flexibility when accessing transportation services and encouraged consideration of expanded service hours and creative partnerships with other transportation resources, including public transit and existing City shuttle services.

Commissioner Leger stated support for variation two (2), noting appreciation for the expanded medical trip options while maintaining free rides, and asked when the program could be revisited for expansion if sales tax revenue increased.

Commissioner Wright did not support additional program funding but supported funding a dedicated full-time staff member to assist seniors with navigating transportation and related services, and expressed interest in making the recommendation formal.

Commissioner Husen acknowledged the benefit of limited free rides but leaning toward a program structure without limited free rides in order to serve a broader range of users.

Commissioner Garcia Arcos emphasized the importance of supporting and giving back to elders, and encouraged further review and discussion due to the significance of the decision.

Commissioner Komala asked staff which option was considered the most sustainable long-term and confirmed that the City would not be locked into a long-term contract if adjustments were needed. He also raised concerns regarding seniors being stranded after delayed medical appointments and suggested including a provision to ensure seniors would still receive transportation home if appointments ran late.

Commissioner Leger asked whether the program could be revisited the following year to evaluate the selected option and determine whether adjustments or expansion would be needed.

Commissioner Dorn Parker made a motion to support the free option.

Commissioner Husen seconded the motion and stated appreciation for the public and staff feedback, noting the discussion helped provide perspective while weighing the benefits of both options.

Vice Chair Wright made a substitute motion to support variation two (2) and stated openness to including financial recommendations for staffing support during the program transition. She stated support for maintaining the greatest number of locations possible and noted that a small co-pay aligned with survey feedback while remaining fiscally responsible and accessible.

Commissioner Leger seconded Vice Chair Wright's motion and suggested the proposed staff support position be temporary in order to reduce City benefit costs.

Chair Brown proposed a friendly amendment requesting the City evaluate and project potential costs associated with expanded service hours without committing to implementation.

Vice Chair accepted the amendment to the motion.

Commissioner Garcia Arcos proposed staff position operate in a hybrid capacity to help ensure no seniors were left stranded after appointments, including the possibility of adjusted work hours to assist with transportation support.

Mr. Stoddart stated the staffing suggestion would be difficult to implement due to potential liability concerns.

MOTION: To approve recommend variation (2) and exploring staffing to redirect seniors to other services that are available and complete a cost analysis for financial expansion of hours for future iterations.
MOVED/SECOND: Vice Chair Wright / Commissioner Leger
The motion carried by the following roll call vote:
Ayes: Commissioner Garcia Arcos, Commissioner Husen, Commissioner Leger, Vice Chair Wright, Chair Brown
Nays: Commissioner Dorn Parker, Commissioner Komala
Absent: None
Motion Carried: 5 – 2

NEW BUSINESS:

1. **PARK RANGER REPORT**
   Captain Bryan Wadkins presented.

DRAFT

Public Comment:
Jen Tanaka: Requested that monthly Park Ranger reports and statistics be made publicly available, stating the data would help highlight park-related issues and improve transparency. She provided background regarding the Harper Park ranger assignment, noting it was originally intended as a six-month pilot program, and asked for an update regarding potential use of drones or cameras in parks enforcement efforts.

Commenter 2: Requested clarification regarding the lack of reported patrol checks, calls for service, citations, arrests, and reports at Shalimar Park and asked how parks were prioritized for ranger patrols and when the park was last visited by a ranger.

Evan Carey (zoom): Requested additional transparency regarding the total cost and operational investment associated with assigning a park ranger to Harper Park, including salary, benefits, and future park improvements. He expressed concern regarding dedicating one of the City's limited park rangers to a single park while other parks also face ongoing safety issues.

Commissioner Husen thanked staff for the presentation, shared observations from a ranger ride-along, and requested clarification regarding ranger assignments at Harper Park and the adequacy of ranger vehicles and coverage.

Commissioner Garcia Arcos raised concerns regarding patrol coverage, surveillance cameras, lighting at Shalimar Park and Paris Park, encouraged greater collaboration on park safety and maintenance issues, and expressed concerns regarding ranger vehicles driving on wet grass areas near trees at Canyon Park.

Commissioner Leger discussed observing drone use during enforcement activity at Fairview Park, asked questions regarding enforcement coordination and drone operations near Talbert Regional Park, and requested additional detail in future ranger reports regarding enforcement activity and safety trends.

Commissioner Komala asked whether patrol checks were proactive or initiated by calls for service and requested clarification regarding how patrol frequency was determined. He also asked about the process for expanding surveillance camera installations at parks.

Commissioner Dorn Parker requested clarification regarding patrol activity at Harper Park and nearby schools, discussed concerns regarding off-leash dogs, supported exploring additional fenced dog areas, and encouraged residents to utilize the City's 311 App system to document recurring park concerns.

Vice Chair Wright thanked the Park Rangers for their work and relationships with the unhoused community, particularly at Lions Park, and supported reinstating monthly ranger reports to provide objective public safety data and trend tracking.

Chair Brown thanked staff for the presentation, supported more frequent ranger reporting, and stated additional citation and enforcement detail would help the Commission better evaluate park safety, equity concerns, and future Capital Improvement Project priorities.

Commissioner Garcia Arcos asked about Park Ranger coordination with the California Department of Fish and Wildlife regarding drone usage near Fairview Park and shared information regarding an upcoming bilingual wildlife protection workshop at Griffith Park.

Chair Brown called for a 15-minute recess to begin at 8:33 PM. Commissioner Leger made the motion and seconded by Commissioner Dorn Parker. Meeting was called back to order at 8:48 PM.

2. PROPOSED CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET FOR FISCAL YEAR 2026-27 AND THE FIVE-YEAR CIP BUDGET THROUGH FISCAL YEAR 2030-31

Mr. Raja Sethuraman, Public Works Director, and Mr. Robert Ryan, Maintenance Services Manager presented.

Public Comment:

Jenn Tanaka: Thanked staff for including funding for Harper Park in the Capital Improvement Program and stated the park serves a high-density residential area with limited nearby park access. She highlighted ongoing maintenance and accessibility deficiencies at the park, including aging infrastructure, lack of signage, and ADA concerns, and encouraged simultaneous investment in Moon Park.

Commenter 2: Thanked staff for proposed funding related to Moon Park and emphasized the importance of investing in parks to support children, families, and community connection. The commenter encouraged the Commission to prioritize the park based on strong community support and outreach efforts.

Commenter 3: Requested improved transparency and communication regarding park updates and project progress on the City's website, specifically referencing Shalimar Park expansion efforts. The commenter also thanked City staff for supporting a youth entrepreneurship program and community outreach efforts related to neighborhood improvements.

Commenter 4: Advocated for continued investment in Moon Park, thanked staff for proposed outreach funding, and emphasized that the community would continue advocating for full project funding and implementation in future fiscal years.

Ralph Taboada: Encouraged the Commission to align the proposed Capital Improvement Program budget with the Commission's previously developed park assessment priorities, including open space and community garden considerations. He also thanked Director Sethuraman for providing additional budget comparison details and noted the added transparency helped clarify changes between previously forecasted and currently proposed project funding.

Evan Carey (Zoom): Stated the proposed funding for Moon Park was appreciated but insufficient to address longstanding community concerns. He urged the City to accelerate meaningful park investment, citing ongoing issues related to safety, lighting, graffiti, and park conditions, and emphasized that delaying improvements would continue negatively impacting the surrounding neighborhood.

Chair Brown inquired how and if the Commission values by staff by staff for CIP project evaluation.

Mr. Sethuraman addressed inquiry and informed commission that value assessment is not applied for staff evaluation of CIP projects.

Chair Brown proposed future projects incorporate Commission's values.

Mr. Gruner stated that values were created for commission resource and not utilized within staff practices. Suggested values maybe incorporated in the future.

Vice Chair Wright shared findings from her review of park conditions and demographics, supported prioritizing projects based on safety, equity, and access, identified Harper Park as the most deficient playground reviewed, and raised concerns regarding park maintenance and cleanliness standards.

Commissioner Dorn Parker requested greater transparency regarding project prioritization, supported earlier Capital Improvement Program discussions, emphasized alignment with the Commission's values framework, prioritized improvements at Harper Park, and encouraged continued community engagement regarding Moon Park and Shalimar Park projects.

Commissioner Leger supported earlier Capital Improvement Program review timelines, emphasized the importance of community engagement and equity in park prioritization, stated parks serving apartment communities such as Gisler Park should not be overlooked, and noted that improvements in higher-crime areas could encourage greater park use and safety.

Commissioner Komala thanked Vice Chair Wright for incorporating demographic and values-based analysis into her review, acknowledged staff's community engagement efforts regarding Moon Park, and stated that park safety considerations should include both infrastructure conditions and broader public safety concerns impacting park use.

Commissioner Husen recommended exploring funding for an additional Park Ranger vehicle, stating it would support safety efforts and improve ranger effectiveness throughout the park system.

Commissioner Garcia Arcos requested earlier Capital Improvement Program discussions, asked questions regarding Fairview Park vernal pool restoration funding, supported community garden opportunities and dedicated funding for underserved neighborhoods, and encouraged evaluating local alternatives to the City's park maintenance contractor.

Chair Brown expressed concerns regarding delayed bike trail lighting improvements, emphasized prioritizing park-deficient Westside neighborhoods consistent with the General Plan and Commission values framework, and stated the Commission should consider the needs of underserved and less represented communities when making recommendations.

Commissioner Leger asked whether Moon Park funding had been considered prior to community outreach efforts and raised concerns regarding ground squirrel activity and related safety hazards at TeWinkle Park.

Chair Brown proposed reviewing recommendations individually to determine Commission consensus, similar to the prior Fairview Park recommendation process.

Vice Chair Wright supported prioritizing only C-rated parks within the five-year Capital Improvement Program, expressed concerns regarding funding projects outside identified safety priorities, questioned the timing of Moon Park community engagement funding, and supported pursuing alternative funding opportunities for the Fairview Park and TeWinkle Park Skatepark projects.

Attendees Present: Chair Brown, Vice Chair Wright, Commissioner Garcia Arcos, Commissioner Husen, Commissioner Komala, Commissioner Leger
Absent: Commission Dorn Parker*Left during item discussion, did not vote.

Commission moved staff recommendations and included the following additional recommendations in the following motions:

Motion to:	First	Second	Motion Carries	Nays
Add Marina View Park - sand and sidewalk in priorities to FY 26/27)	Chair Brown	Commissioner Husen	6-0	
Add Wilson - restrooms to FY 26/27	Vice Chair Wright	Chair Brown	5-1	Commissioner Komala
Add community gardens to five-year FY 27/28 ($50,000) and potentially navigate Neth Park in a multi-faceted way	Chair Brown	Commissioner Garcia Arcos	6-0	
Add Westside Development to FY 27/28 ($400,000)	Chair	Commissioner Leger	5-1	Commissioner Komala
Explore alternative funding sources to reduce City funding for Fairview Park and Skate Park projects	Vice Chair Wright	Chair Brown	4-2	Commissioner Husen, Commissioner Komala
Prioritize C-rated parks in the 5yr. plan	Commissioner Leger	Vice Chair Wright	5-1	Commissioner Husen

ADDITIONAL COMMISSIONER MEMBER & STAFF COMMENTS

ADJOURNMENT by Chair Brown at 10:51 PM.

City of Costa Mesa
Scope of Services - Senior Transportation Programs

Background

The City of Costa Mesa Parks and Community Services Department participates in Orange County Transportation Authority's (OCTA) Senior Mobility Program funded by tax measure M2. The program is designed to fill the gap between local fixed-route buses and ADA paratransit, or OC ACCESS service, by providing local transportation services to Costa Mesa residents ages 60 years and older within Orange County. The operation of the program is tied to the City's M2 allocation for senior mobility, but the city continually seeks grant funding to augment the program to the benefit if the City's residents.

General Scope of Work for Senior Transportation

Contractor shall provide professional transportation services to eligible Costa Mesa residents ages 60 and older within Costa Mesa's borders, throughout Orange County, and to the Veteran's Affairs Hospital in Long Beach as specified by the City of Costa Mesa beginning July 1, 2026. Vendor must have the ability to flexibly implement cost control measures that include destination limits or geographic boundaries, ridership quotas, and collect copays. Initial cost control measures will be established based on Contractor's cost proposals and will be communicated at the award of contract. The City of Costa Mesa will consider both shuttle and taxi-based transportation models and may award multiple contracts if a hybrid service model suits the City's needs.

Professional services are required by the City's Senior Transportation Program include the following tasks:

1. Contractor will meet with City staff regarding the schedule, status, and program services on a monthly basis, at a minimum.
2. Door-To-Door Service. The Contractor shall provide door-to-door transportation of eligible Costa Mesa residents ages 60 and older to and/or from the Costa Mesa Senior Center (CMSC) and transportation for the following purposes: medical appointments, nutrition, shopping, personal care, and social/recreational.
3. The maximum service area Contractor is expected to provide services to include the entirety of Orange County and the Long Beach Veterans Affair Hospital.
4. Contractor must have the ability to limit rides within defined geographic boundaries, such as within one mile of Costa Mesa's borders, as well as service satellite locations that may fall outside of the defined geographic boundary as needed by the City of Costa Mesa.
5. Contractor must have the ability to collect copays from riders via cash or credit card.
6. Contractor must have the ability to implement monthly ridership quotas on a per rider basis.
7. Contractor must have the ability to scale operations within a reasonable amount of time if the City wishes to temporarily expand the service area, reduce copays, adjust ridership quotas, or other program modifications that may increase or decrease ridership.
8. Taxi based models must provide a Fee Schedule that includes a flat rate per one way ride that originates and ends within Costa Mesa's boundaries and may include an additional per mile fee for any rides that extend beyond the City's boundaries. Shuttle based models will provide a Fee Schedule that consists of an hourly rate per vehicle.
9. Contractor will invoice the City at the rate agreed to by the City and identified in Fee Schedule and must have the ability to invoice the city separately for different types of rides, e.g., non-emergency medical rides and non-medical rides.
10. Contractor must comply with all state and federal regulations, as well as any additional OCTA requirements of Senior Mobility Program service providers, relating to driver training, licensing,

vehicle inspections, maintenance documentation, and allowable hours on duty requirements, drug and alcohol testing, etc.

11. The Contractor shall provide a toll-free telephone number for use by Senior Transportation Program clients. The Contractor shall accept telephone reservations from Costa Mesa for Senior Transportation Program patrons and dispatch a vehicle to the requested pick-up location within the City. Booking via smart phone application is desirable, but not required.
12. The earliest notice Contractor requires to guarantee an ADA compliant vehicle shall be the earliest in advance any rides shall be booked. For example, if Contractor can guarantee ADA complaint vehicle bookings with 48 hour notice, all rides must be booked 48 hours or more in advance.
13. Contractor shall participate in on-going customer relations efforts as coordinated by the City.
14. Contractor shall provide the necessary staff, equipment, and vehicle(s) to ensure efficient and timely administration of reservations, scheduling, customer service, and dispatch of City senior transportation trips in accordance with the service schedules and policies set forth by the City, and will provide substitute drivers in the event of absence from assigned/designated driver.
15. Contractor shall supply audio transcripts and/or video footage of the vehicle cabin space to the City in order to settle disputes and complaints from customers.
16. Drivers must be legally licensed to operate a motor vehicle in the Stage of California, be in good standing with the DMV, able to speak, understand, and read English adequately, and treat all passengers with respect and courtesy. Bilingual drivers are highly desirable.
17. Contractor must demonstrate it has an acceptable recruitment and hiring program, which is intended to minimize driver turnover and retain a high quality driver workforce
18. The City may require at any time that any driver be removed from transporting City customers for complaints, rudeness, or other inappropriate behavior or appearance, and may also request specific drivers from the said Contractor who provide exceptional customer service and have established rapport with customers.
19. Driver feedback about schedules, customers' needs, vehicle maintenance, and working conditions is expected.
20. Contractor will be responsible for all training of the vehicle driver and ensuring all training and certifications are current, service policies, passenger fares, etc.
21. Contractor shall comply fully with state and federal regulations pertaining to licensing and operations of vehicles, which are contained in the California Vehicle Code, California Administrative Code, and the Federal Motor Carrier Safety Regulations.
22. Contractor shall comply with the California OSHA requirements including the requirement of SB 198 to develop and implement an employee injury prevention program.
23. Contractor is required to provide a computerized system for trip reservations, scheduling, and dispatch of senior transportation services as well as for the collection, recording, and reporting of operational and performance data regarding these services.
24. City staff shall have access to a ride scheduling portal should the need arise for City staff to book rides for clients at the senior center or to view the status of any rides currently scheduled or in progress on any given day.
25. Contractor shall notify the City within 24 hours of any accidents/incidents, and ensure proper follow up on any accidents/incidents, where appropriate, to ensure that any unresolved safety hazards or liability issues are addressed.
26. Vehicle Collisions: The Contractor shall have sole responsibility, at its own cost and expense, for repair of any vehicle damaged in a vehicular accident or by any passenger. The City retains the right to investigate any vehicular collision involving the Contractor, and may request drug/alcohol screening of a driver found to be at fault under specific circumstances.
27. Contractor shall provide monthly ridership data that complies with OCTA's Senior Mobility Program's reporting requirements, which includes: client name, vehicle number, trip date, scheduled pick up time, actual pick up time, pick up address, pick up city, pick up odometer, drop

off address, drop off city, drop off time, drop off odometer, number of passengers, vehicle type, and trip category

28. Retention/Review of Records. The Contractor shall maintain all records pertaining to the services as required by OCTA Project U Funding and Policy Guidelines. The Contractor shall make its records available to the City upon request during regular business hours either for inspection or audit.
29. Vehicles shall remain clean and free from body damage. Driver shall inspect vehicle daily, before pulling out of the yard in accordance with state requirements. Contractor shall ensure that a Preventative Maintenance Inspection (PMI) is performed on vehicles in at least 3,000-mile intervals.
30. The City reserves the right to remove from service any vehicle that does not meet its appearance and cleanliness standards.
31. Payments for all specified services will be made based on the following: customer satisfaction, receipt of a detailed invoice sent in no later than the 15th day of the services for the preceding month (i.e., an invoice for services performed January 1st through 31st should be received by the City no later than February 15th)
32. The Senior Transportation Program will operate and provide services, excluding City observed holidays, Monday through Friday, between the hours of 8:00 a.m. until 4 p.m. Additional transportation may be required to and from special events at the Senior Center during non-operating hours.

CITY OF COSTA MESA

Agenda Report

File #: 26-311 **Meeting Date:** 6/16/2026

TITLE:

AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR THE ARTS AND CULTURE MASTER PLAN UPDATE

DEPARTMENT: **PARKS AND COMMUNITY SERVICES**

PRESENTED BY: **BRIAN GRUNER, PARKS AND COMMUNITY SERVICES DIRECTOR**

CONTACT INFORMATION: **BRIAN GRUNER, PARKS AND COMMUNITY SERVICES DIRECTOR, (714) 754-5009**

RECOMMENDATION:

Staff Recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Moore, Iacofano, Goltsman, Inc. (MIG) in an amount not to exceed $132,655 to conduct an Arts and Culture Master Plan Update (Attachment 1).

2. Authorize a ten percent (10%) contingency in the amount of $13,265 for unforeseen costs related to the project.

3. Authorize the City Manager and City Clerk to execute the PSA and future amendments to this agreement within Council authorized limits.

BACKGROUND:

On March 16, 2021, the City Council approved the City of Costa Mesa's first Arts & Culture Master Plan. The Master Plan established a vision to reaffirm Costa Mesa's identity as a "City of the Arts" and outlined four (4) core priorities: (1) increasing opportunities for the community to experience arts and culture, (2) expanding public art throughout the City, (3) professionalizing and elevating arts and culture within City government, and (4) supporting Costa Mesa's creative economy.

The Master Plan has since resulted in important initiatives and organizational enhancements, including the addition of the City's first professional arts staff position in 2022, establishment of the Arts Commission in 2022, expansion of arts programming and grant opportunities, development of public art initiatives, and increased partnerships with regional arts organizations and community stakeholders.

Implementation of the original Plan provided the City with valuable insights into staffing capacity, funding considerations, program demand, public engagement strategies, and operational challenges associated with advancing arts and culture initiatives citywide. This experience has positioned the

City to develop a more informed, focused, and actionable updated Master Plan that builds upon the successes of the original document while addressing gaps, emerging opportunities, and lessons learned during implementation.

On August 7, 2025, the Arts Commission reviewed and provided feedback on a draft Scope of Work for an update to the current Arts and Culture Master Plan. Staff incorporated commissioner and public feedback and returned the revised Scope of Work to the Arts Commission on September 4, 2025, at which time the Commission voted to approve the Scope of Work (Attachment 2). The Scope of Work sought the services of an arts consultant to assist City staff with updating the current Arts and Culture Master Plan, including assessing accomplishments and outcomes from the first five years of the plan and recommending strategies and priorities for a new five- to ten-year vision for arts and culture in Costa Mesa. Residents, local artists, and local arts agencies, such OC Arts, were informed of the update through multiple Arts Commission meeting discussions, e-mail correspondence and the Planet Bids solicitation process.

ANALYSIS:

As the City approaches the conclusion of the original five-year implementation period, the Commission and staff have identified the need to evaluate the effectiveness of the initial Master Plan and develop an updated strategic framework that reflects the City's current priorities, operational realities, and evolving community needs. The first Arts & Culture Master Plan functioned as an important learning and discovery tool for the City, providing valuable insight into which recommendations were achievable, impactful, sustainable, and aligned with community interests, as well as identifying areas that may require refinement, reprioritization, or alternative approaches.

An updated Arts & Culture Master Plan would allow the City to reassess community priorities, evaluate changing cultural trends and demographics, establish measurable and achievable goals for the next planning period, and ensure that City resources continue to be strategically invested in programs and initiatives that provide meaningful community benefit. Additionally, updating the Plan will help ensure alignment with current City Council priorities and reinforce Costa Mesa's continued identity and reputation as the City of the Arts.

On October 27, 2025, the Finance Department, Purchasing Division, released the Request for Proposal (RFP) No. 26-09 for the Arts and Culture Master Plan Update (Attachment 3). Prospective bidders needed to meet the following key six (6) criteria in the scope of work: (1) Project Initiation, (2) Assessment of Progress, (3) Community and Stakeholder Engagement, (4) Plan Refinement and Strategic Visioning, (5) Staffing Needs and Workload Analysis, and (6) Plan Preparation and Approval.

In response to the RFP, five (5) proposals were received and evaluated based on the company's ability to respond and satisfactorily define its ability to meet the following criteria: method of approach, qualifications of experience, staffing, and cost.

After a thorough review and analysis of each proposal, a panel comprised of City staff from both the Parks & Community Services Department and the Economic and Development Services Department interviewed the following top four (4) companies:

Proposers	Proposal Scores	Interview Scores	Total	Rank
MIG	1277.55	1425	2702.55	1st
Designing Local	1315.00	940	2255.00	2nd
Dyson & Womack	1147.70	995	2142.70	3rd
Arts OC	1192.60	705	1897.60	4th

MIG demonstrated they are well qualified to provide the Arts and Culture Master Plan update based on the firm's extensive experience in cultural planning, public engagement, creative economy analysis, and implementation strategy development. The proposal demonstrated a comprehensive and data-driven approach that includes technical analysis, multilingual community outreach, benchmarking, funding and governance strategies, and implementation planning. MIG and its subconsultants, Cultural Planning Group and CVL Economics, have successfully completed similar arts and cultural planning projects for municipalities throughout California and nationally, including Redmond, San Diego, Santa Ana, and Ventura County. The proposed consultant team also brings specialized expertise in public art planning, cultural policy, economic impact analysis, and organizational capacity development that aligns with the City's project goals and scope of work.

The remaining bidders presented various constraints that resulted in lower overall scores compared to MIG. For example, Designing Local is headquartered in Columbus, Ohio and would require a local third-party consultant to complete the work. Arts OC proposal lacked sufficient detail and a cohesive approach to fully demonstrate how project objectives and expectations would be met. Dyson & Womack lacked adequate resources and experience in providing a complete master plan.

ALTERNATIVES:

City Council could choose not to award a contract for an Arts and Culture Master Plan update. However, without consultant support, the City would have limited capacity to perform the technical analysis, robust community engagement and stakeholder outreach necessary to comprehensively evaluate existing programs and develop an updated plan with clearly defined priorities, goals, and implementation strategies.

FISCAL REVIEW:

Funding for this agreement, inclusive of the contingency in the amount of $145,920, is available in the FY 2025-26 Adopted Budget in the Non-Departmental in the General Fund (Fund 101) and in the Cultural Arts Master Plan (Fund 130).

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report, prepared the PSA, and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the public's safety and improve the quality of life

CONCLUSION:

Staff Recommends the City Council: Staff Recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Moore, Iacofano, Goltsman, Inc. (MIG) in an amount not to exceed $132,655 to conduct an Arts and Culture Master Plan Update (Attachment 1).
2. Authorize a ten percent (10%) contingency in the amount of $13,265 for unforeseen costs related to the project.
3. Authorize the City Manager and City Clerk to execute the PSA and future amendments to this agreement within Council authorized limits.

CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH MOORE IACOFANO GOLTSMAN, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 16th day of June, 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and MOORE IACOFANO GOLTSMAN, INC., a California Corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform arts and culture master plan consulting services, as more fully described herein; and

B. 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. 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. 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 Consultant's Proposal, attached hereto as Exhibit "A," and incorporated herein.

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. Evaluations of the work will be done by the City Manager 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, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, 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," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed One Hundred Thirty-Two Thousand Six Hundred Fifty-Five Dollars ($132,655).

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

provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, 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 (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, 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, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months, ending on June 15, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended 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 A.M. Best's 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) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate.

(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 limit per accident 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.

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 Manager 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:
Moore Iacofano Goltsman, Inc. 800 Hearst Avenue Berkeley, CA 94710 Tel: (510) 845-7549	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: (714) 754-5679

Attn: Daniel Iacofano, PhD, President

Attn: Monique Villasenor

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

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 "C" and incorporated herein. 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. If 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 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. 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.

6.13. 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.

6.14. 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.

6.15. 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 7920.000 *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 7924.510, 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.

6.16. 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.

6.17. 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.

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

6.19. 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.

6.20. 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.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. 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.

6.23. 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.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. 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.

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

6.26. 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.

6.27. 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.

6.28. 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.

6.29. 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.

[Signatures appear on following page.]

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.

CONSULTANT

_____ Date: _____
Daniel Iacofano, PhD, President

CITY OF COSTA MESA

_____ Date: _____
Cecilia Gallardo-Daly
City Manager

ATTEST:

_____
Brenda Green
City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Kimberly Hall Barlow
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Ruth Wang
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Monique Villasenor
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____

Brian Gruner
Parks and Community Services Director

APPROVED AS TO PURCHASING:

_____ Date: _____

Finance Director

EXHIBIT A

CONSULTANT'S PROPOSAL

CITY OF COSTA MESA

Arts and Culture Master Plan

Proposal | November 25, 2025

MIG

401 W A Street, Suite 200 | San Diego, CA 92101

(619) 682-3841 | www.migcom.com

In partnershp with:

Cultural Planning Group, LLC | CVL Economics

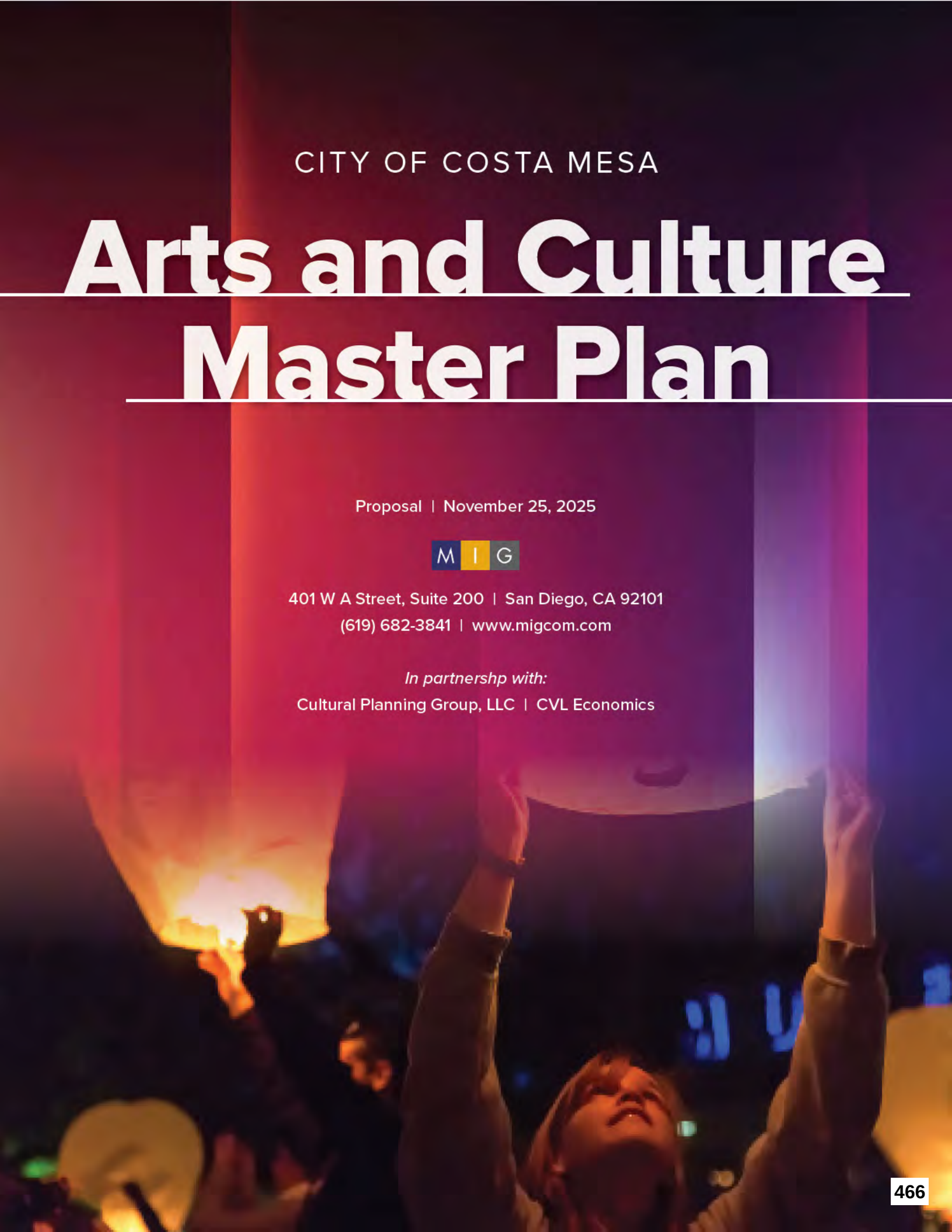
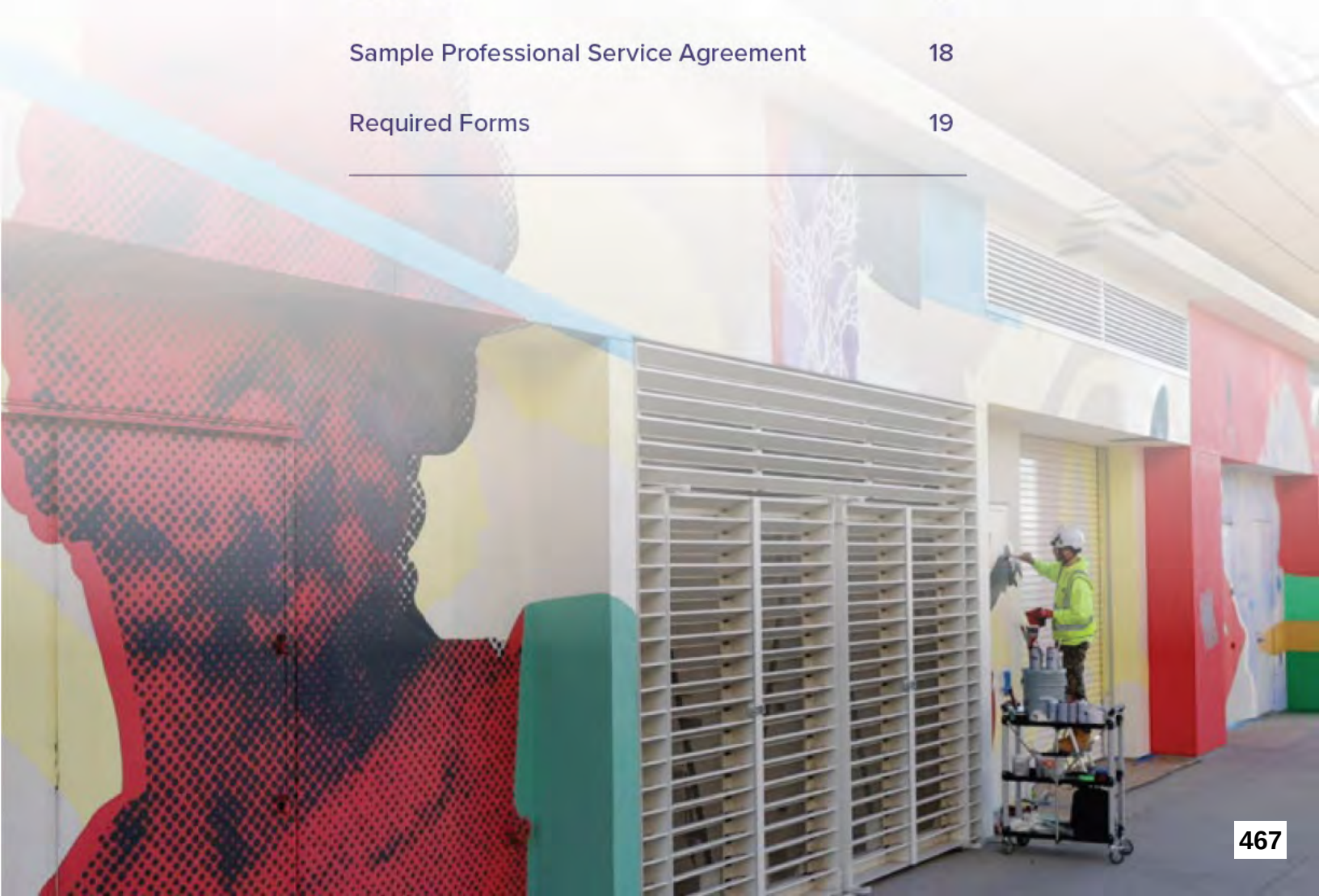


TABLE OF CONTENTS

Cover Letter	1
Background and Project Summary	3
Method of Approach	4
Qualifications and Experience of the Firm	11
Key Personnel	16
Financial Capacity	18
Cost Proposal *(Provided Separately)*	18
Disclosure	18
Sample Professional Service Agreement	18
Required Forms	19



COVER LETTER

401 W A Street, Suite 200
San Diego, CA 92101
(619) 682-3841
www.migcom.com

CALIFORNIA
BERKELEY, FULLERTON, LOS ANGELES, PASADENA, RIVERSIDE, SACRAMENTO, SAN DIEGO, SAN JOSE, AND SONOMA

COLORADO
DENVER

NEW YORK
BROOKLYN

OREGON
PORTLAND

TEXAS
SAN ANTONIO

WASHINGTON
SEATTLE

November 25, 2025

Mike Fuentes, RFP Facilitator
Parks and Community Services Department
City of Costa Mesa
77 Fair Drive, 1st Floor
Costa Mesa, CA 92626

RE: RFP 26-09 – City of Costa Mesa Arts and Culture Master Plan

Dear Mike and members of the Selection Committee,

We are pleased to submit our proposal to update the City of Costa Mesa's **Arts and Culture Master Plan**. This important process comes at a pivotal moment—as the City builds upon its identity as the City of the Arts while navigating growth, demographic change, and the evolving needs of its creative community.

Our team brings together **MIG, Cultural Planning Group (CPG)**, and **CVL Economics**—three nationally recognized firms with complementary expertise. Together, we combine decades of experience in **cultural planning, arts policy, governance, creative economy analysis, and community engagement.** This partnership positions the updated plan to celebrate Costa Mesa's artistic legacy while establishing a clear roadmap for sustainable funding, organizational capacity, and long-term investment in the arts.

UNDERSTANDING YOUR CONTEXT

We understand that this update is not simply about refreshing a plan—it's about **building the next generation of cultural infrastructure** that sustains Costa Mesa's creative identity for decades to come. The City's existing plan laid a strong foundation; now, the challenge is to assess progress, re-engage the community, and integrate the arts into broader civic systems: economic development, equity, and placemaking.

Costa Mesa's diverse civic landscape and deep local pride demand a plan that is both **aspirational and practical.** We will demonstrate how the arts drive local economic vitality, strengthen community identity, and foster social cohesion—garnering broad support across residents, businesses, and elected officials.

OUR APPROACH

Through a blend of **technical analysis, cultural benchmarking, creative engagement, and practical planning,** we will evaluate achievements since 2021, identify emerging opportunities, and co-create a shared vision for Costa Mesa's cultural future.

- **MIG** will lead the overall planning, engagement, and integration of public art and placemaking strategies.
- **CPG** will guide policy evaluation, organizational structures, and governance recommendations, drawing on its national experience in cultural master planning.
- **CVL Economics** will assess the creative economy, quantify fiscal impact, and design sustainable funding frameworks.

Our process will be inclusive, accessible, and actionable—combining deep listening with analytic rigor to deliver a plan that is **visionary, implementable, and distinctly Costa Mesa.**

A STRATEGIC PARTNERSHIP

This partnership unites MIG's leadership in cultural and public art planning, CPG's deep experience in arts policy and administration, and CVL's strength in economic and funding strategy. Together, we bring the full spectrum of expertise to help Costa Mesa realize a future where **art and culture are treated as essential civic infrastructure—vital to the City's economic health, identity, and quality of life.**

We are committed to creating a plan that does more than inspire—it will establish a **lasting framework for coordination, investment, and community pride** in Costa Mesa's cultural future.

We look forward to the opportunity to discuss our approach and answer any questions you may have. Should you have any questions or need additional information, please contact me at aberchtold@migcom.com or by phone at (858) 254-3031.

Sincerely,

Ann Berchtold
Principal-in-Charge / Director of Public Art and Placemaking

BACKGROUND AND PROJECT SUMMARY

Costa Mesa has built a remarkable creative reputation, and the community has embraced its identity as the City of the Arts. The foundation is strong. The next step is turning that identity into a more intentional, sustainable system—one that ties cultural investment to the City's broader goals for economic vitality, community connection, and civic pride.

The City of Costa Mesa's 2021 Arts and Culture Master Plan created a strong foundation for collaboration among artists, institutions, and local government. Four years later, with significant demographic shifts, mounting economic pressures on creative spaces, and new expectations for public participation, it is time to measure progress and renew the framework that supports Costa Mesa's creative ecosystem.

The MIG Team brings the local insight and national expertise needed to guide this evolution. We understand that successful arts and culture master plans now operate as strategic civic systems—connecting creativity to infrastructure, planning, and policy. This update will align with and complement the work of other City departments, embedding arts and culture into initiatives spanning economic development, land use, mobility, and parks planning.

Our approach to community engagement goes beyond outreach to create value-added participation—building civic capacity, strengthening partnerships, and fostering resilience across Costa Mesa's creative community. Through collaboration with artists, small businesses, and cultural organizations, we will identify shared opportunities and design win–win solutions that expand access and amplify impact.

The updated plan will move beyond visioning to deliver a clear, actionable roadmap that connects artistic innovation to economic strategy, reinforces Costa Mesa's identity, and provides equitable access to cultural opportunities. By positioning art as integral civic infrastructure, Costa Mesa will continue to lead as a city where creativity is celebrated, structurally supported, visible in every neighborhood, and vital to its collective future.

METHOD OF APPROACH

The MIG Team will lead a clear, phased process designed to be analytical, inclusive, and action-oriented. Our methodology builds from understanding to implementation—moving from research and coordination to engagement, strategy development, and plan delivery. Each phase builds upon the last, providing continuity between discovery, analysis, and community dialogue. The result will be a cohesive, data-driven, and community-validated plan that reflects Costa Mesa's identity as the City of the Arts while providing the practical tools, policies, and partnerships needed to sustain its cultural growth for the next decade.

PHASE 1: PROJECT INITIATION AND DISCOVERY

This phase lays the groundwork for a successful plan by aligning expectations, confirming goals, and integrating with related City initiatives. Through coordination with staff and review of existing materials, the MIG Team will assess progress since 2021, identify gaps, and establish baseline metrics to guide future work within the City's broader policy framework.

Task 1.1: Project Kickoff Meeting

Conduct a 1-hour kickoff meeting (virtual) with City staff to confirm goals, communications protocols, decision-making pathways, and key project milestones. Review roles, responsibilities, and reporting expectations for all participants.

Task 1.2: Review of Existing Plans and Policies

Review the City of Costa Mesa's 2021 Arts and Culture Master Plan and related City initiatives—including the City's Economic Development Strategy, Parks and Recreation Master Plan, and any current planning or mobility studies—to identify alignment opportunities and data gaps.

Task 1.3: Project Management Framework

Develop a comprehensive project management plan using MIG's Monday.com tracking system. The framework will outline project phases, deliverables, responsibilities, and inter-departmental coordination steps.

Task 1.4: Baseline Data and Resource Assessment

Compile and analyze available data to establish baseline conditions for the Plan update. This includes cultural asset mapping, funding landscape analysis, and review of existing data on community demographics, participation rates, and cultural engagement. CVL Economics will assess current funding levels and per-capita investment in the arts compared with peer cities.

Task 1.5: Interdepartmental Coordination and Alignment

Conduct virtual coordination meetings with relevant City departments (Planning, Economic Development, Parks & Community Services, and Communications) to assure the arts lan supports and aligns with ongoing City initiatives.

Phase 1 Deliverables Summary: Kickoff Meeting Summary and Schedule, Existing Plans Review Matrix, Integration Opportunities/Shared Performance Indicators List, Project Management Plan (Gantt Schedule), Baseline Data and Funding Assessment, Cultural Asset Inventory Map, Interdepartmental Coordination Summary.

PHASE 2: ASSESSMENT OF PROGRESS AND CURRENT CONDITIONS

Building on Phase 1, this phase evaluates progress since the City of Costa Mesa's 2021 Arts and Culture Master Planand defines the current state of Costa Mesa's cultural ecosystem. Using qualitative and quantitative analysis, the MIG Team will assess achievements, identify opportunities, and examine trends shaping the City's creative future—establishing the foundation for subsequent recommendations.

Task 2.1: Plan Progress Evaluation

Review the goals, strategies, and implementation actions of the City of Costa Mesa's 2021 Arts and Culture Master Plan to document completed, ongoing, and unmet initiatives. Evaluate policy effectiveness, organizational capacity, and the impact of past investments on community engagement and cultural growth.

Task 2.2: Public Art, Artist, and Creative Business Inventory

We will develop a comprehensive inventory of the City's cultural assets—including public art, artists, and creative businesses—using two complementary approaches:

- **GIS-Based Mapping:** A spatial database that locates artworks, artist studios, creative enterprises, and cultural points of interest, providing a map-based layer for planning, analysis, and future updates.
- **Narrative Inventory:** A written summary that documents key characteristics, themes, conditions, and opportunities associated with each asset category, including context, stories, and high-level insights that support plan development.

This dual approach ensures the City receives both a structured, mappable dataset and a narrative summary that can be incorporated into the final plan.

Task 2.3: Creative Industry and Economic Analysis

CVL Economics will assess the current scale and performance of Costa Mesa's creative economy, including employment, business activity, and fiscal impact. The analysis will benchmark Costa Mesa against peer cities and quantify the contribution of the arts to the City's economic vitality.

Task 2.4: Synthesis of Findings and Baseline Summary

Integrate results from the Plan evaluation, asset mapping, and economic analysis into a concise summary report that establishes clear baseline metrics for future measurement. These findings will guide the development of engagement materials and inform the next phase of community dialogue.

Phase 2 Deliverables Summary: Plan Progress Evaluation Matrix, Updated Cultural Asset Inventory and GIS Maps, Creative Economy and Fiscal Impact Report (CVL Economics), Baseline Summary Report and Data Dashboard, Staff Briefing Presentation.

PHASE 3: COMMUNITY AND STAKEHOLDER ENGAGEMENT

Building on Phases 1 and 2, this phase turns research into dialogue through an inclusive, multilingual engagement process reaching Costa Mesa residents, artists, businesses, and cultural organizations. The MIG Team will emphasize accessibility, transparency, and trust—gathering input, building civic capacity, and fostering collaboration through creative formats and digital tools to shape a shared vision for the City's cultural future.

Task 3.1: Stakeholder Engagement Framework

Organize outreach around key stakeholder constituencies, recognizing the unique roles each plays in Costa Mesa's cultural life. This framework will guide targeted engagement efforts and encourage balanced representation across all sectors.

Stakeholder Groups Include:

- City leadership and department representatives (Economic Development, Planning, Parks & Community Services)
- Arts organizations and individual artists
- Independent venues, cultural businesses, and creative entrepreneurs
- Philanthropic and nonprofit partners
- Small businesses and economic development leaders

Task 3.2: Multimodal Engagement Strategy

Implement a variety of engagement formats to maximize participation and broad demographic, cultural, and geographic representation. This includes:

- A citywide survey (online and in-person) to capture broad resident input.
- Two pop-up engagements at arts events, libraries, and parks to reach people in informal, high-traffic settings.
- Two bilingual focus groups with artists, youth, cultural organizations, small business owners, and underrepresented communities.
- Two bilingual public workshops co-facilitated by local cultural partners.
- A joint Arts Commission and Parks & Community Services Commission session to review findings and build cross-departmental alignment.

Task 3.3: Trusted Partner and Compensation Model

Establish partnerships with trusted local organizations to extend reach and build authenticity in community participation. Community-based organizations will be compensated for their time and expertise, recognizing their role as conveners and cultural translators.

Task 3.4: Digital and Interactive Engagement Tools

Use interactive platforms such as ArcGIS StoryMap, online dashboards, and visual polling tools to gather, visualize, and share community input. Digital tools will complement in-person efforts, expanding participation beyond traditional public meetings.

Task 3.5: Synthesis of Engagement Findings

Compile and analyze engagement results, identifying key themes, emerging opportunities, and shared priorities. These findings will directly inform the development of the Plan's vision, goals, and implementation framework in the next phase.

Phase 3 Deliverables Summary: Stakeholder Engagement Framework, Engagement Strategy and Outreach Calendar, Citywide Survey and Pop-Up Toolkit, Partner Stipend and Participation Model, ArcGIS StoryMap and Online Dashboard, Engagement Summary Report and Infographic.

PHASE 4: PLAN REFINEMENT AND STRATEGIC VISIONING

This phase transforms insights from earlier work into a strategic framework positioning the arts as a core part of Costa Mesa's civic infrastructure. Working with City staff and stakeholders, the MIG Team will refine the cultural vision, set priorities, and establish clear, achievable actions supported by realistic funding and measurable outcomes.

Task 4.1: Vision and Mission Refinement

Revisit and refine Costa Mesa's vision and mission for the arts, drawing from stakeholder input, engagement findings, and City leadership priorities. The refined vision will serve as a unifying statement for City departments, artists, and community partners.

Task 4.2: Identification of Strategic Focus Areas

Define key focus areas for the Plan, building on community priorities and national best practices. Anticipated focus areas include:

- Public Art and Creative Placemaking
- Youth Engagement and Arts Education
- Cultural Equity and Inclusion
- Creative Economy and Workforce Development
- Integration of Art in Public Works and Urban Design

WE BELIEVE EVERY

PERSON AND COMMUNITY

has the right to choose

THEIR OWN CREATIVE LIFE.

Task 4.3: Implementation Roadmap

Develop a comprehensive implementation roadmap outlining short-, mid-, and long-term actions; responsible parties; and estimated resource needs. The roadmap will align with City budgeting cycles and identify opportunities for cross-departmental collaboration.

Task 4.4: Funding and Governance Strategies

CPG and CVL will lead an in-depth analysis of potential funding mechanisms and governance models to promote the long-term sustainability of Costa Mesa's arts ecosystem. This will include consideration of a full range of funding options, such as general fund, hotel tax, user fees, public-private partnerships, philanthropic investment, percent-for-art, dedicated revenue streams, BIDs, EIFDs, and other revenue sources. Recommendations will include actionable governance structures to improve coordination, transparency, and impact.

Task 4.5: Integration and Validation Workshop

Facilitate a collaborative workshop with City staff and key stakeholders to review draft strategies, confirm priorities, and test feasibility. Feedback from this session will refine final recommendations before Plan drafting.

Phase 4 Deliverables Summary: Vision and Mission Statements, Strategic Focus Area Framework, Implementation Roadmap with Timelines and Metrics, Funding and Governance Strategy Report Integration and Validation Workshop Summary.

PHASE 5: STAFFING NEEDS AND WORKLOAD ANALYSIS

A sustainable arts and culture program depends on the City's capacity to lead and coordinate effectively. Building on Phase 4, this phase will assess Costa Mesa's staffing structure, workload, and interdepartmental alignment to create a phased plan for implementing the updated Arts and Culture Master Plan. The MIG Team will benchmark peer cities and recommend staffing models that balance creativity, efficiency, and collaboration.

Task 5.1: Organizational Assessment

Evaluate the City's existing staffing structure for arts and cultural programs, including workload, reporting lines, and areas of overlap or capacity gaps. Review how cultural responsibilities are distributed across departments and identify opportunities to improve coordination and clarity.

Task 5.2: Peer City Benchmarking

Benchmark Costa Mesa against a refined cluster of peer cities with comparable populations and thriving arts programs, including Pasadena, Santa Monica, Boulder, Burbank, and Tempe. These cities offer a spectrum of approaches—from city-led to hybrid governance models—providing valuable insights into scalable staffing and funding frameworks.

MIG will evaluate the following best-practice indicators within each benchmark city:

- Number and type of full-time equivalent positions dedicated to arts and culture.
- Departmental placement and reporting structure (e.g., Planning, Economic Development, or standalone Cultural Affairs Division).
- Integration of public art, events, and creative economy functions.
- Staffing-to-population ratio and per-capita funding levels.
- Use of hybrid partnerships or nonprofit management models.

Task 5.3: Phased Staffing Model and Capacity Plan

Develop a phased staffing plan aligned with Costa Mesa's cultural goals and budget realities. Recommendations will define roles, position qualifications, and estimated costs for short-, mid-, and long-term implementation. The plan will emphasize adaptability, professional development, and partnership-based capacity building (e.g., collaboration with nonprofits, regional institutions, or private sponsors).

Task 5.4: Interdepartmental Integration Recommendations

Provide recommendations for improved coordination between City departments—such as Planning, Economic Development, Parks and Community Services, and Communications—to enhance efficiency and embed arts considerations are embedded across policy and project development.

Phase 5 Deliverables Summary: Organizational Assessment Summary, Peer City Benchmarking Report and Matrix, Phased Staffing and Capacity Plan with Budget Implications, Departmental Integration Memo and Coordination Map.

PHASE 6: PLAN PREPARATION, DESIGN, AND ADOPTION

The final phase unites all research, analysis, and engagement into a clear, visually engaging, and actionable plan that communicates Costa Mesa's cultural vision. MIG will synthesize findings into an accessible, well-designed document that serves as both a policy roadmap and a communication tool—making complex ideas understandable, inspiring civic pride, and encouraging investment in the City's creative future..

Task 6.1: Draft Plan Development

Prepare a full draft of the Arts and Culture Master Plan that integrates all prior analyses, community input, and recommendations. The document will include key elements such as the refined vision, strategic focus areas, implementation roadmap, funding and governance strategies, and staffing recommendations.

Task 6.2: Plan Design and Visualization

Develop a visually engaging and user-friendly plan layout that reflects Costa Mesa's creative identity. MIG's design team will incorporate infographics, maps, and photography to communicate data and ideas effectively. The Plan will be designed for both print and digital distribution, for broad accessibility.

Task 6.3: Review and Approval Presentations

Present the draft Plan to the Arts Commission, Parks & Community Services Commission, and City Council for review and adoption. MIG will facilitate discussion, respond to feedback, and make necessary revisions based on comments from staff and commissioners.

Task 6.4: Final Plan and Deliverables

Incorporate all feedback into the final Plan and prepare both print-ready and accessible digital versions. The final Plan will include an executive summary, detailed appendices, and implementation tracking tools.

Task 6.5: Ongoing Implementation Support *(Optional, As Needed) Not included in proposed budget.*

Provide ongoing advisory support to assist the City during early implementation of the Plan. This may include helping to establish governance structures, facilitating interdepartmental coordination, developing funding proposals, or supporting early action projects.

Phase 6 Deliverables Summary: Draft Arts & Culture Master Plan (PDF and InDesign), Designed Plan Layout and Visual Assets, Presentation Materials for Commissions and City Council, Final Plan and Executive Summary, Implementation Tracking Matrix, Optional Ongoing Implementation Support.

Project Management and Quality Control

MIG applies a structured management and quality control process to produce work that is accurate, consistent, and aligned with project goals. Our team maintains clear communication with City staff, conducts internal reviews at each phase, and tracks progress through regular check-ins and milestone reviews. This disciplined approach assures a technically sound, timely, and community-driven final Plan.

Assumptions Statement

In preparing this proposal, MIG has made the following assumptions:

- **Budget and Scope Management:** All work will be performed on a time-and-materials basis against a total not-to-exceed budget. MIG may reallocate funds among tasks as needed and will notify the City of adjustments with monthly progress reports.
- **Review and Revisions:** One consolidated round of client review is assumed for each deliverable. Substantial changes in direction may affect scope, schedule, and cost.
- **Meeting Logistics:** The MIG Team will coordinate and facilitate all project meetings as outlined. The project kickoff and bimonthly coordination meetings will be conducted virtually to maintain regular communication and efficient collaboration, while focus groups and community workshops will be held in person to foster meaningful engagement. The City will manage scheduling, public notifications, and facility arrangements for all in-person sessions.
- **Data and GIS Resources:** The City will provide current GIS and reference data. MIG will not generate new GIS data unless required for specific tasks.
- **Final Deliverables:** MIG will provide one bound copy and a digital accessible PDF of the final Arts and Culture Master Plan, including all supporting files and editable InDesign versions.

QUALIFICATIONS AND EXPERIENCE OF THE FIRM

The MIG Team: MIG, CVL Economics, and Cultural Planning Group

MIG has assembled an experienced and well-integrated team that combines national leadership in cultural planning, economic strategy, and implementation design. Together, **MIG, CVL Economics, and the Cultural Planning Group (CPG)** bring a shared history of collaboration and a collective vision for building sustainable creative ecosystems.

Our firms have partnered successfully on multiple cultural and public art initiatives, including the City of **Redmond, WA Public Art Master Plan Update; the Grand River Public Art Plan in Grand Rapids, MI; the City of Sugar Land, TX Cultural Plan; the Howard County, MD Arts for All Program;** and the **City of Santa Clarita Water District Art Integration Project.** This proven partnership fosters alignment in approach, seamless communication, and efficient project delivery from planning through implementation.

MIG, Inc.

MIG is a cross-disciplinary planning and design firm that helps cities connect creativity, policy, and infrastructure to build thriving communities. Our team includes cultural and urban planners, creative economy and workforce development specialists, park and recreation professionals, mobility and transportation planners, designers, and engagement experts—supported by dedicated studios in Native Nations, Health Equity, and Public Art and Placemaking. This diversity mirrors how cities operate—across systems rather than silos—allowing us to integrate arts, culture, and the creative economy into the broader civic framework.

For Costa Mesa, MIG will lead **project management, community engagement, and plan development, allowing** cultural vitality to be embedded across transportation, parks, development, and economic strategies. Our work is grounded in the belief that **art is civic infrastructure**—essential to identity, resilience, and long-term community wellbeing.

Cultural Planning Group (CPG)

The Cultural Planning Group brings more than two decades of leadership in **cultural policy, governance, and creative economy planning.** With a portfolio of over 100 cultural and creative economy master plans, CPG excels in developing actionable, community-driven strategies that balance artistic vision with organizational and financial sustainability.

Having worked alongside MIG on numerous cultural and public art initiatives—including Redmond, Sugar Land, and Grand Rapids—CPG provides deep expertise in policy analysis, funding strategies, benchmarking, and arts administration models. For Costa Mesa, CPG will lead policy evaluation, funding framework development, and organizational recommendations to strengthen the City's capacity to implement its vision for the arts.

CVL Economics

CVL Economics specializes in **creative economy analysis and funding strategy development** for arts and cultural sectors. Their expertise includes economic modeling, fiscal impact assessments, and governance framework design. CVL's deep experience in quantifying the value of arts investment provides the data foundation for informed decision-making.

For Costa Mesa, CVL will lead a comprehensive analysis of the City's creative economy—evaluating industry performance, employment, and fiscal impact—to inform funding strategies and support long-term cultural and workforce growth.

A Proven Partnership

Together, **MIG, CVL Economics, and CPG** bring a rare combination of **strategic, analytical, and creative expertise**—grounded in years of collaboration and shared success. Our collective experience assures that the updated Costa Mesa Arts and Culture Master Plan will be **visionary, data-informed, community-driven, and implementation-ready**, positioning the **City of the Arts** for its next decade of creative leadership.

Redmond Public Art Master Plan Update

Redmond, WA | Firm: MIG, in partnership with CPG

As one of the fastest-growing and most diverse cities in the Pacific Northwest, Redmond has long recognized the power of art and creativity to strengthen community identity and enhance everyday life. The City is deeply committed to integrating public art and creative placemaking throughout its neighborhoods, civic spaces, and urban corridors.

MIG worked closely with the City to update its Public Art Plan—establishing a framework to sustain and expand Redmond's investment in public art while addressing ongoing challenges related to funding and staffing. Through an inclusive planning process grounded in community input, MIG helped identify and evaluate new funding mechanisms, provided recommendations for long-term staffing models, and prioritized strategies that reflect Redmond's community values and diverse cultural identity.

Community engagement included a Creative Economy Forum that brought together artists, developers, and local businesses to explore how art can contribute to Redmond's growth and livability. The resulting plan provides actionable guidance for aligning public art investments with Redmond 2050 goals and elevating creativity as a visible and valued part of daily life in Redmond.

Grand River Public Art Plan

Grand Rapids, MI | Firm: MIG, in partnership with CPG

The Grand River Greenway revitalizes the river corridor through ecological restoration, public space activation, and cultural enhancement. Spanning 80 miles from Kent County to Lake Michigan, it connects communities with accessible recreation and artistic expression. Project partners engaged MIG and CPG to develop a Public Art Plan that establishes a cohesive curatorial approach for the Greenway trail, integrates both temporary and permanent works, embeds community engagement and identity into the planning process, and implements systems for ongoing maintenance and conservation.

MIG and CPG led a strategic, community-driven approach by engaging stakeholders through conducting workshops, surveys, and interviews, mapping existing art and identifying new installation opportunities, developing partnerships with public and private landowners, establishing funding, stewardship, and maintenance guidelines, and recommending promotional strategies to enhance public engagement.

The Plan creates a cohesive artistic identity for the corridor, enhancing cultural experiences while preserving artistic freedom. Aligned with the Grand River Equity Framework, it prioritizes accessibility and inclusivity, assuring diverse representation and a strong sense of community belonging.

Southeast Los Angeles (SELA) Cultural Center Facilitation and Engagement

Los Angeles, CA | Firm: MIG

The Southeast Los Angeles (SELA) Cultural Center is envisioned as a regional destination celebrating the creativity, culture, and resilience of SELA communities. Emerging from the Lower Los Angeles River Revitalization Plan, the project represents a partnership between Los Angeles County, California State Parks, and the Rivers and Mountains Conservancy to develop a state-of-the-art facility that honors the area's cultural heritage and creative talent.

MIG has played a central role in facilitating the SELA Cultural Center Advisory Panel, guiding visioning and conceptual design efforts through an inclusive engagement process. The Panel, established by the State in 2023, directs the Center's development—from early concepts to construction— enabling community voices to shape every decision.

All meetings have been publicly accessible under the Bagley Keene Open Meeting Act, with MIG providing facilitation, outreach, and a project website with recorded sessions and updates. Through this work, MIG is helping create a cultural hub that not only showcases SELA's artistic vitality but also safeguards community identity amid ongoing investment and urban change.

San Diego Creative City Cultural Plan

San Diego, CA | Firm: CPG

Creative City is San Diego's first comprehensive cultural plan—a landmark framework to position arts, culture, and creativity as central to civic life and economic growth. Spanning from 2022 to 2024, the Plan was developed through a deeply participatory process involving nearly 1,800 community members and cultural stakeholders across the transborder region. It identifies strategies to nurture creative ecosystems, expand equitable access to arts and culture, and strengthen San Diego's identity as a global creative capital. The Plan aligns city policy, funding, and partnerships to sustain artists, support creative industries, and integrate cultural expression into every neighborhood—bridging community development with artistic innovation

Howard County Arts for All

Howard County, MD | Firm: MIG, in partnership with CPG

Howard County's Arts For All program aims to establish a dynamic public art initiative that fosters a sense of place through the installation of up to four permanent artworks at County-owned facilities, parks, and community spaces. With a budget of $1.5 million, including $1 million allocated for artist commissions and $400,000 for community engagement, artist concept fees, project management, and promotion, the program is designed to be both ambitious and inclusive. By engaging artists from across the country, the initiative will bring distinctive, site-specific works that reflect the diversity and cultural identity of Howard County.

MIG, in partnership with CPG, is leading the comprehensive public art planning and community engagement process. This includes interactive workshops, stakeholder meetings, and an online survey to gather community input on themes, locations, and artistic styles. By integrating broad public participation into the decision-making process, the program informs commissioned artworks that will resonate with local residents and enhance the County's public spaces.

The Arts For All program is poised to leave a lasting impact on Howard County by transforming public spaces into cultural landmarks. Through the integration of high-quality, community-informed artworks, the initiative will enhance civic pride, boost engagement with public art, and create visually compelling destinations that inspire residents and visitors alike. By establishing a framework for future public art investments, this project will serve as a model for integrating creativity into the built environment, reinforcing Howard County's commitment to arts and culture for generations to come.

Santa Ana Arts Future: Community Arts and Cultural Master Plan

Santa Ana, CA | Firm: CPG

Santa Ana's first 10-year Arts and Cultural Master Plan, Arts Future, was born from the City's collective vision following the establishment of its seven-member Arts Commission. Developed through a yearlong community engagement process that included over 1,000 residents, the Plan celebrates Santa Ana's deep cultural heritage and creative spirit. It provides a roadmap for nurturing artists, expanding public art, and strengthening arts education while fostering economic development through creativity. Rooted in equity and inclusion, Arts Future defines the city's strategy for embedding culture into civic priorities and honoring the community's diverse stories and aspirations

County of Ventura Arts, Culture, and Creative Economy Plan

County of Ventura, CA | Firm: CVL Economics

CVL Economics is developing Ventura County's first comprehensive Arts, Culture, and Creative Economy Strategic Plan, demonstrating our expertise in regional cultural planning and equity-centered approaches. Our methodology included extensive cultural asset mapping across eleven jurisdictions, policy analysis of municipal barriers to creative development, and economic impact assessment of the County's over $3 billion creative economy. We designed and implemented countywide engagement prioritizing historically underrepresented communities through multilingual surveys, focus groups with artists and cultural workers, and collaborative workshops so that authentic community participation shaped all recommendations.

Our strategic framework addresses five core objectives from ecosystem sustainability to equitable placemaking, explicitly centering historical redress. We developed actionable strategies for municipal policy coordination, sustainable funding mechanisms, and anti-displacement measures protecting existing cultural communities. The Plan established Ventura Creates as a public-private partnership model for coordinated investment and identified specific revenue strategies including percent-for-art policies and cultural district financing. Our deliverables included detailed implementation frameworks with clear metrics, phased timelines, and accountability structures strengthening community ownership of outcomes.

Cultural Tourism and Corridor Activation Study

Los Angeles, CA | Firm: CVL Economics

Destination Crenshaw engaged CVL Economics to conduct a comprehensive cultural and economic development study positioning the historic Crenshaw Corridor as a major cultural destination that centers Black cultural heritage while advancing community economic development goals. Our analysis identified significant opportunities to leverage cultural assets for community wealth-building while addressing historical disinvestment patterns. We evaluated how new Metro K Line transit access could support local cultural businesses and examined strategies for preventing cultural displacement as the area gains regional prominence.

The study included market analysis of cultural tourism potential, assessment of existing creative assets, and development of specific policy recommendations, including Cultural District designation, Community Benefits Agreement frameworks, and local hiring requirements for cultural developments. Our recommendations provided actionable strategies for removing barriers to cultural business development while assuring community members benefit from increased investment. This project demonstrates our expertise in community-controlled cultural development, anti-displacement policy design, and developing evidence-based recommendations that advance from analysis to implementable equity strategies.

KEY PERSONNEL

Ann Berchtold

PRINCIPAL-IN-CHARGE (MIG)

(858) 254-3031 (cell) | aberchtold@migcom.com

With more than 20 years of experience, Ann leads arts and cultural planning initiatives that connect creativity with civic strategy. As Principal-in-Charge and Project Manager, she provides overall project direction, manages the consultant team, and aligns all work aligns with Costa Mesa's goals for equity, economic vitality, and creative identity.

Saul Vazquez-Mejia

PROJECT MANAGER (MIG)

(512) 412-0162 (cell) | svazquez@migcom.com

Saul brings strong project management skills and experience leading cultural planning efforts that integrate multilingual engagement, GIS mapping, and collaborative facilitation tools to ensure inclusive and data-driven outcomes. His expertise in 2D and 3D visualizations, AutoCAD, and 3D modeling contributes to detailed analyses of project issues as well as imaginative presentations that allow people to see and experience potential policy changes or design concepts.

David Plettner-Saunders

FUNDING & STAFFING STRATEGY (CPG)

(213) 500-6692 | david@culturalplanning.com

With over 40 years of experience in cultural policy and arts administration, David is nationally recognized for developing sustainable funding frameworks and organizational models. He will assess Costa Mesa's current arts staffing and funding structure, benchmark peer cities, and develop practical strategies to strengthen organizational capacity and long-term sustainability.

Martin Cohen

POLICY, GOVERNANCE & STRATEGY (CPG)

(267) 992-3792 | martin@culturalplanning.com

With over 40 years of experience in arts administration, arts philanthropy, cultural policy and industry research, Martin brings a broad perspective and experience developing successful frameworks across a range of cultural, arts and community planning. He will evaluate the City's current policies, identify governance options, and support recommendations that allow for clarity, accountability, and cross-departmental alignment.

Alissa Dubetz

CREATIVE ECONOMY LEAD (CVL ECONOMICS)

cody@cvleconomics.com

Alissa specializes in economic and policy analysis, using data to drive inclusive community impact. Her expertise spans workforce development, business ecosystems, infrastructure, and the creative economy. Previously with the Milken Institute and Beacon Economics, she conducted economic impact assessments across diverse sectors.

Adam Fowler

FUNDING & GOVERNANCE STRATEGY (CVL ECONOMICS)

adam@cvleconomics.com

With over 15 years of experience, Adam specializes in economic research, funding models, and governance frameworks for the arts. He will lead the development of strategies that strengthen Costa Mesa's capacity to sustain and grow its creative economy.

Community and Civic Participation

MIG is deeply committed to advancing equity, education, and community well-being through both professional and philanthropic efforts. The firm annually sponsors the **MIG Scholarship for the Planning and Design of Equitable and Inclusive Environments,** which awards two $5,000 scholarships to students pursuing careers in planning, design, or related disciplines that promote more just and inclusive communities.

In addition to financial contributions, MIG regularly donates staff hours and professional expertise to civic initiatives. Recently, the firm contributed pro bono services to the **San Diego County Child Care Blueprint**, a collaborative planning effort that identified priorities, research-based strategies, and community-driven solutions to strengthen San Diego's child care system.

MIG's long-standing commitment to community partnerships and public service reflects our belief that design and planning are most powerful when they contribute directly to the social and civic fabric of the places we serve.

FINANCIAL CAPACITY

MIG has no debt and has current assets that are 3.6 times over current liabilities.

COST PROPOSAL

As requested, we have provided the MIG Team's Cost Proposal separately.

DISCLOSURE

MIG has no past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee.

SAMPLE PROFESSIONAL SERVICE AGREEMENT

MIG has reviewed the City's Professional Services Agreement for the Arts and Culture Master Plan and has no exceptions or amendments at this time.

REQUIRED FORMS

APPENDIX C
FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal

VENDOR APPLICATION FORM
FOR
RFP No. 26-09 Arts and Culture Master Plan

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: Moore Iacofano Goltsman, Inc. (MIG)

Contact Person for Agreement: Daniel Iacofano, PhD

Title: President, CEO, CFO E-Mail Address: _____

Business Telephone: (510) 845-7549 Business Fax: (510) 845-8750

Corporate Mailing Address: 800 Hearst Avenue

City, State and Zip Code: Berkeley, CA 94710

Contact Person for Proposals: Ann Berchtold

Title: Principal-in-Charge E-Mail Address: aberchtold@migcom.com

Business Telephone: (858) 254-3031 Business Fax: n/a

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ 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
Daniel Iacofano, PhD	President, CEO, CFO	(510) 845-7549
Christopher Beynon, AICP	Vice President, CDO	(510) 845-7549
Roxanne Torrez Evanoff	COO, Talent Officer	(303) 440-9200
Mukul Malhotra	Chief Innovation Officer	(510) 845-7549
Deanna Chow Trotter	Chief Cuture Officer	(510) 845-7549
Jay Renkens, AICP	Chief Practice Officer	(347) 896-8028

Federal Tax Identification Number: [redacted]

City of Costa Mesa Business License Number: RGEN-25-0908

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

City of Costa Mesa Business License Expiration Date: 2/28/2026

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 26-09 Affordable Housing Development Projects** at any time after **October 27, 2025**

Signature **Date**: November 3, 2025

Daniel Iacofano, PhD, *President, CEO, CFO*

Print

OR

I certify that Proposer or Proposer's representatives have communicated after October 27, 2025 with a City Councilmember concerning informal **RFP No. 26-09 Affordable Housing Development Projects.** A copy of all such communications is attached to this form for public distribution.

Signature **Date**:

Print

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.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor 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

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): Moore Iacofano Goltsman, Inc. (MIG)

Active licenses issued by the California State Contractor's License Board: #C1513382

Business Address: 800 Hearst Avenue, Berkeley, CA 94710

Website Address: www.migcom.com

Telephone Number: (510) 845-7549 Facsimile Number: (510) 845-8750

Email Address:

Length of time the firm has been in business: 43 years

Length of time at current location: 36 years

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:

Federal Taxpayer ID Number: [redacted]

Regular Business Hours: 9am - 5pm (Mon-Fri)

Regular holidays and hours when business is closed: TBD

Contact person in reference to this solicitation:

Ann Berchtold, *Principal-in-Charge*
(858) 254-3031
aberchtold@migcom.com

Contact person for accounts payable:

Ann Berchtold, *Principal-in-Charge*
(858) 254-3031
aberchtold@migcom.com

Name of Project Manager:

Saul Vazquez-Mejia, *Project Manager*
(210) 600-9990
svazquez@migcom.com

COMPANY PROFILE & REFERENCES (Continued)

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

City of Redmond
Chris Weber, Cultural Arts Supervisor
15670 NE 85th Street, Redmond, WA 98052
(425) 556-2316 | cweber@redmond.gov
Descrption: MIG is leading an update to Redmond's Public Art Plan to align the City's investments in public art with its rapid growth, emerging cultural districts, and creative economy goals. The plan identifies priority sites, funding strategies, and governance models to support a more inclusive, innovative, and sustainable public art program.

City of Grand Rapids
Kimberly Van Driel, Director of Space Management,
Downtown Grand Rapids, Inc.
29 Pearl Street, NQ, Suite 1, Grand Rapids, MI 49503
(616) 915-9500 | kvandriel@downtowngr.org
Descrption: MIG, in collaboration with CPG, developed a comprehensive Public Art Plan for the Grand River corridor, integrating art into ongoing river restoration and public space improvements. The plan establishes a curatorial framework, funding strategies, and governance structure to guide implementation across the 80-acre riverfront.

City of San Diego
Jonathon Glus, Arts & Culture Director
202 C Street, San Diego, CA 92101
(323) 620-6519 | JGlus@sandiego.gov
Descrption: Delivered by Cultural Planning Group, the City of San Diego Cultural Plan established a roadmap to strengthen the creative sector, expand equitable access to arts and culture, and integrate cultural vitality into civic life. The plan provides strategies for investment, inclusion, and long-term cultural sustainability.

BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION

DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than $249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
		N/A		

Except as described above, I/we have not made any campaign contribution in the amount of $250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Daniel Iacofano, PhD, *President, CEO, CFO*

Bidder/Applicant/Proposer

November 3, 2025

Date

ADDENDUM NO. 1

REQUEST FOR PROPSAL

FOR

Arts and Culture Master Plan Update

RFP NO. 26-09

Parks and Community Services Department

CITY OF COSTA MESA

Addendum Released on November 12, 2025

The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

1. **Delete** Schedule of Events: **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

2.	**Responses to Questions Posted**	**November 10, 2025 at 5:00pm**
3.	**Proposals are Due**	**November 14, 2025 at 10:00am**
4.	**Interviews (if held)**	**December 2-4, 2025**
5.	**Approval of Contract**	**January 2026**

•

6. **Replace** Schedule of Evets: **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

1.	**Responses to Questions Posted**	**November 18, 2025 at 5:00pm**
2.	**Proposals are Due**	**November 25, 2025 at 10:00am**
3.	**Interviews (if held)**	**December 15-16, 2025**
4.	**Approval of Contract**	**January 2026**

•

All other provisions of the request for proposal shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

11/13/2025

Signature **Date**

Ann Berchtold, *Principal-in-Charge*

Typed Name and Title

Moore Iacofano Goltsman, Inc. (MIG)

Company Name

800 Hearst Avenue

Address

Berkeley, CA 94710

City **State** **Zip**

EXHIBIT B

FEE SCHEDULE

CITY OF COSTA MESA

Arts and Culture Master Plan

Cost Proposal | November 25, 2025

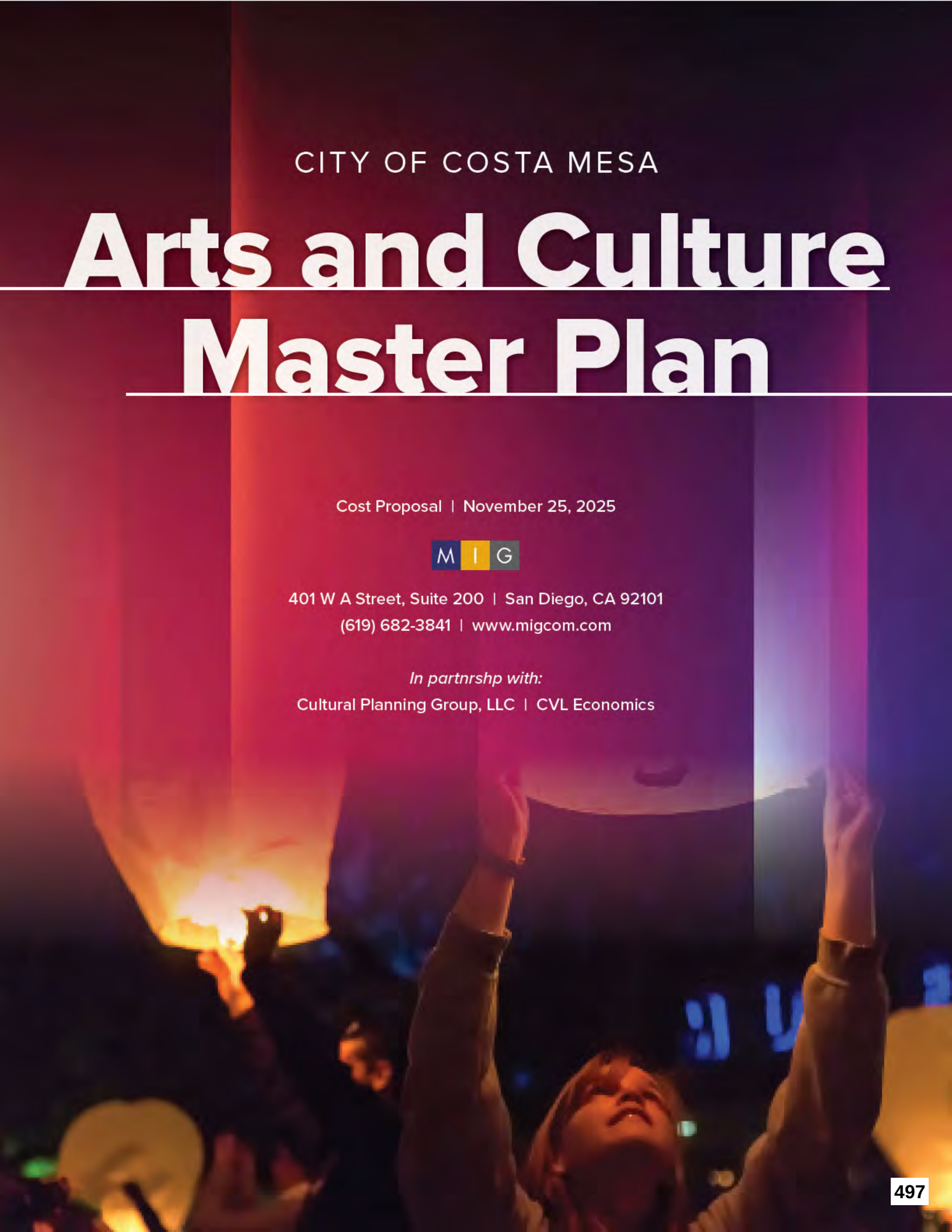
MIG

401 W A Street, Suite 200 | San Diego, CA 92101

(619) 682-3841 | www.migcom.com

In partnrshp with:

Cultural Planning Group, LLC | CVL Economics



COST PROPOSAL

		MIG, Inc.											Subconsultants (include direct costs)				
		Ann Berchtold *Principal-in-Charge*		Saul Vazquez *Project Manager*		Katie Wall *GIS Specialist*		Danyel Cisneros *Graphic Designer*		Fran Carillo *Project Administrator*		MIG Totals	CPG	CVL	Sub Totals	MIG Direct Costs	Professional Fees Totals
		Hrs@	$230	Hrs@	$135	Hrs@	$130	Hrs@	$125	Hrs@	$165						
Phase 1:	**Project Initiation and Discovery**																
1.1	Project Kickoff Meeting	4	$920	4	$540		$0		$0	2	$330	*10* *$1,790*	$3,000	$2,000	$5,000	$2,000	$8,790
1.2	Review of Existing Plans and Policies	4	$920	4	$540		$0		$0		$0	*8* *$1,460*	$1,000		$1,000		$2,460
1.3	Project Management Framework	10	$2,300	20	$2,700		$0		$0		$0	*30* *$5,000*	$0		$0		$5,000
1.4	Baseline Data and Resource Assessment	10	$2,300		$0		$0		$0		$0	*10* *$2,300*	$3,000		$3,000		$5,300
1.5	Interdepartmental Coordination & Alignment	10	$2,300		$0		$0		$0		$0	*10* *$2,300*	$3,000		$3,000		$5,300
	Subtotal	38	$8,740	28	$3,780	0	$0	0	$0	2	$330	*68* *$12,850*	$10,000	$2,000	$12,000	$2,000	$26,850
Task 2:	**Assessment of Progress and Current Conditions**																
2.1	Plan Progress Evaluation	4	$920	5	$675		$0		$0	1	$165	*10* *$1,760*			$0		$1,760
2.2	Cultural Asset and Program Inventory Update	4	$920	5	$675	5	$650		$0		$0	*14* *$2,245*	$2,000		$2,000		$4,245
2.3	Creative Industry and Economic Analysis	5	$1,150		$0		$0		$0		$0	*5* *$1,150*		$15,000	$15,000		$16,150
2.4	Synthesis of Findings and Baseline Summary	5	$1,150		$0		$0		$0		$0	*5* *$1,150*		$5,000	$5,000		$6,150
	Subtotal	18	$4,140	10	$1,350	5	$650	0	$0	1	$165	*34* *$6,305*	$2,000	$20,000	$22,000	$0	$28,305
Task 3:	**Community and Stakeholder Engagement**																
3.1	Stakeholder Engagement Framework	4	$920	4	$540		$0		$0	1	$165	*9* *$1,625*	$2,000		$2,000		$3,625
3.2	Multimodal Engagement Strategy	5	$1,150	20	$2,700		$0		$0		$0	*25* *$3,850*	$1,000		$1,000		$4,850
3.3	Trusted Partner and Compensation Model	5	$1,150		$0		$0		$0		$0	*5* *$1,150*		$1,000	$1,000		$2,150
3.4	Digital and Interactive Engagement Tools	5	$1,150	10	$1,350		$0		$0		$0	*15* *$2,500*			$0		$2,500
3.5	Synthesis of Engagement Findings	5	$1,150	5	$675		$0		$0		$0	*10* *$1,825*	$2,000		$2,000		$3,825
	Subtotal	24	$5,520	39	$5,265	0	$0	0	$0	1	$165	*64* *$10,950*	$5,000	$1,000	$6,000	$0	$16,950
Task 4:	**Plan Refinement and Strategic Visioning**																
4.1	Vision and Mission Refinement	5	$1,150	5	$675		$0		$0	1	$165	*11* *$1,990*	$2,000		$2,000		$3,990
4.2	Identification of Strategic Focus Areas	10	$2,300		$0		$0		$0		$0	*10* *$2,300*			$0		$2,300
4.3	Implementation Roadmap	10	$2,300		$0		$0		$0		$0	*10* *$2,300*			$0		$2,300
4.4	Funding & Governance Strategies	5	$1,150		$0		$0		$0		$0	*5* *$1,150*	$3,000		$3,000		$4,150
4.5	Integration and Validation Workshop	16	$3,680		$0		$0		$0		$0	*16* *$3,680*	$2,000		$2,000		$5,680
	Subtotal	46	$10,580	5	$675	0	$0	0	$0	1	$165	*52* *$11,420*	$7,000	$0	$7,000	$0	$18,420
Task 5:	**Staffing Needs and Workload Analysis**																
5.1	Organizational Assessment	10	$2,300		$0		$0		$0	1	$165	*11* *$2,465*	$2,000		$2,000		$4,465
5.2	Peer City Benchmarking	10	$2,300		$0		$0		$0		$0	*10* *$2,300*			$0		$2,300
5.3	Phased Staffing Model and Capacity Plan	10	$2,300		$0		$0		$0		$0	*10* *$2,300*	$2,000		$2,000		$4,300
5.4	Interdepartmental Integration Recommendations	10	$2,300		$0		$0		$0		$0	*10* *$2,300*			$0		$2,300
	Subtotal	40	$9,200	0	$0	0	$0	0	$0	1	$165	*41* *$9,365*	$4,000	$0	$4,000	$0	$13,365
Task 6:	**Plan Preparation, Design, and Adoption**																
6.1	Draft Plan Development	10	$2,300	10	$1,350		$0		$0	1	$165	*21* *$3,815*	$2,000		$2,000		$5,815
6.2	Plan Design and Visualization	20	$4,600		$0		$0	30	$3,750		$0	*50* *$8,350*			$0		$8,350
6.3	Review and Approval Presentations	15	$3,450		$0		$0		$0		$0	*15* *$3,450*			$0		$3,450
6.4	Final Plan and Deliverables	15	$3,450		$0		$0		$0		$0	*15* *$3,450*			$0	$2,000	$5,450
	Subtotal	50	$13,800	10	$1,350	0	$0	30	$3,750	1	$165	*101* *$19,065*	$2,000	$0	$2,000	$2,000	$23,065
SUBTOTAL		**226**	**$51,980**	**92**	**$12,420**	**5**	**$650**	**30**	**$3,750**	**7**	**$1,155**	***360*** ***$69,955***	**$30,000**	**$23,000**	**$53,000**	**$4,000**	**$126,955**
10%	Markup (on Subconsultants and Direct Costs)																*$5,700*
TOTAL PROJECT COSTS																	**$132,655**

	Optional Tasks	
Task 6.5	Ongoing Implementation Support (Hourly Rate)	$220
	Optional Task Hourly Rate	***$220***

EXHIBIT C

CITY COUNCIL POLICY 100-5

City of Costa Mesa – Scope of Work

Arts & Culture Master Plan Update

Purpose:

The City of Costa Mesa seeks to update its Arts & Culture Master Plan, originally adopted in 2021. The updated Plan will assess progress to date, reevaluate community needs, and establish revised goals and strategies that align with the City's motto, *"City of the Arts."*

Project Objectives:

- Evaluate implementation progress of the 2021 Master Plan.
- Re-engage the community to gather updated input and feedback.
- Review and analyze new trends, demographic shifts, and emerging needs.
- Identify updated goals, measurable objectives, and actionable strategies for the next 5–10 years.
- Explore innovative arts policy, public art practices, and sustainable funding models.
- Assess current staffing levels, roles, and capacity.
- Propose a staffing model that supports sustainable plan implementation and growth of the City's arts initiatives.
- Emphasize diversity, equity, inclusion, and geographic balance across Costa Mesa.

Scope of Work:

A. Project Initiation

1. Conduct kickoff meeting with City staff and Arts Commission.
2. Review the 2021 Arts & Culture Master Plan and any relevant City initiatives and policies.
3. Establish a project timeline, communications plan, and deliverable schedule.

B. Assessment of Progress and Current Conditions

1. Review progress made on goals and action items in the 2021 Plan.
2. Conduct updated inventory of:

    - Cultural assets and programs
    - Public and private arts initiatives

- Public art installations
- Creative industries and arts organizations

3. Analyze demographic, economic, and geographic shifts since 2021, with emphasis on post-pandemic recovery.

C. Community and Stakeholder Engagement

1. Develop and deploy multilingual engagement tools, including:
    - Community-wide surveys
    - Pop-up engagement events
    - Town halls and focus groups
    - Bilingual community forums
2. Interview a diverse cross-section of stakeholders, including city leadership team, city commissioners, youth, working artists, business leaders, cultural institutions and arts organizations, and underrepresented communities.
3. Facilitate collaborative visioning sessions with the Arts Commission
4. Facilitate at least one joint study session with Arts Commission and Parks & Community Services Commission regarding arts and parks

D. Plan Refinement and Strategic Visioning

1. Reassess and revise the City's arts vision and mission statements, if needed.
2. Identify priority focus areas, which may include:
    - Public art expansion
    - Youth and community arts programming
    - Cultural equity and access
    - Creative placemaking and infrastructure
3. Develop an implementation roadmap with:
    - Short-, mid-, and long-term priorities
    - Cost estimates and potential funding sources
    - Key performance indicators and tracking tools

E. Staffing Needs and Workload Analysis

1. Conduct an organizational review of current arts-related staffing in Parks & Community Services and associated departments.
2. Evaluate current workload and identify program management gaps (e.g., event coordination, public art management, grant administration, community engagement).
3. Benchmark staffing models from comparable cities with strong cultural arts programs.
4. Identify necessary roles, qualifications, and resource levels to support plan implementation.
5. Develop a proposed staffing plan, including:

- Recommended classifications (e.g., Arts Administrator, Arts Coordinator, Public Art Manager)
- Organizational reporting structure
- FTE levels
- Phased implementation strategy
- Cost estimates and budget impact

F. Plan Preparation and Approval

1. Compile all data, community input, recommendations, and action plans into a professionally written and designed Master Plan Update.
2. Present drafts to the Arts Commission and City Council.
3. Incorporate feedback and finalize the Master Plan Update for adoption.

Deliverables:

- Community Engagement Summary Report
- Updated Inventory of Cultural Assets
- Draft and Final Master Plan Document (PDF and editable format)
- Implementation Matrix with recommended timeline and budget framework
- Staffing & Workload Assessment Report with Proposed Staffing Plan
- Presentation slide decks and outreach materials

REQUEST FOR PROPOSAL 26-09

FOR

Arts and Culture Master Plan

Parks and Community Services Department

CITY OF COSTA MESA

Released on October 27, 2025

RFP Facilitator: Mike Fuentes; mike.fuentes@costamesaca.gov

REQUEST FOR PROPOSAL
FOR
ARTS AND CULTURE MASTER PLAN

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for Arts and Culture Master Plan for the Parks and Community Services Department. The awarded Contract, (hereinafter referred to as "Contract") shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 year(s) with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over $186.8 million and a total budget of over $224 million for fiscal year 2025-2026.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home to the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference checks, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Department contact set out in RFP title page. Any City response relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

3. Release of RFP	**October 27, 2025 at 5:00pm**
4. Deadline for Written Questions	**November 5, 2025 at 10:00am.**
5. Responses to Questions Posted	**November 10, 2025 at 5:00pm**
6. Proposals are Due	**November 14, 2025 at 10:00am**
7. Interviews (if held)	**December 2-4, 2025**
8. Approval of Contract	**January 2026**

**All dates are subject to change at the discretion of the City.

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

1. Minium five (5) years experience in preparing plans of this type "Arts and Culture Master Plan Update for municipalities, government organizations, or other non-profits similar in size and scope

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. Include proposed working relationship among the offering agency and subcontractors, if applicable.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work**, **Appendix A** of this RFP.

- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:

    1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

    2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

    3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

    4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

    5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

    6. .

- **Qualifications & Experience of the Firm**: Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

    1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

    2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.

3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another business name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another business name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).

5. How many years have you been in business under your present business name?

6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.

7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.

- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
    - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.

    - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.

- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may or may not disqualify the firm from consideration.**

- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix B,** but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement**. See No. 12 of this RFP below.

- **Checklist of Forms to Accompany Proposal:** The following is a list of the forms, **Appendix C** included in this RFP, which must be completed in full and included with Proposals:

    1. Vendor Application Form
    2. Company Profile & References
    3. Ex Parte Communications Certificate
    4. Disclosure of Government Positions
    5. Disqualifications Questionnaire
    6. Bidder/Applicant/Contractor Campaign Contribution
    7. Cost Proposal

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
    - ✓ Cover letter stating the total lump sum fee.
    - ✓ A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks, number of hours assigned for specific personnel and their basic hourly rates, mark up on supplies, if any, etc..

- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.

- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis

- **Submission of Proposals:** ***Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 10:00 a.m. (P.S.T) on November 14, 2025. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received by the deadline. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.***

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than November 5, 2025 at 10:00 A.M. The City reserves the right not to answer all questions.

  The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

  From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed herein regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, California. If any proprietary information is contained in the Proposal, it should be clearly identified.

- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

  - **Insurance** - City requires that licensees, lessees, and Contractors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

  - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Title II, Chapter V, Article 2 of the City's Municipal Code (Code). In accordance

with the Code, the most qualified responsive and responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Qualifications of Experience of Key Personnel ------- 20%**

2. **Qualifications of the Firm ----30%**

3. **Method of Approach ----35%**

4. **Cost Proposal ---- 15%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. **Responsiveness Screening**: Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.

B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the most qualified or lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process will be invited to participate in an oral interview. Interviews are tentatively scheduled for the week of **December 2-4, 2025** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. **Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Should there be any discrepancies in numbers or calculations, the lowest price or total shall prevail.

   If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposer unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items. Any Proposer who withdraws a Proposal will be ineligible to bid further on the work included in the RFP scope.

7. **Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

   - Preparing Proposal in response to this RFP;
   - Submitting that Proposal to the City;
   - Negotiating with the City any matter related to the Proposal; and,
   - Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. **Confidentiality:** The California Public Records Act (Cal. Govt. Code Sections 7920.000, et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

   If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

   Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the

information from disclosure and may release the information sought without any liability to the City.

9. **Ex Parte Communications:** Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

   A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form in **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. **Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090, et seq., or Sections 87100, et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. **Disclosure of Governmental Position**: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose 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 using the attached Disclosure of Government Positions Form in **Appendix C**.

12. **Conditions to Agreement:** The selected Proposer will execute a Professional Services Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

    All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. **Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a Proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, included in **Appendix C**.

14. **Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda and additional information will be posted to www.Planetbids.com

APPENDIX A

City of Costa Mesa – Scope of Work

Arts & Culture Master Plan Update

Purpose:

The City of Costa Mesa seeks to update its Arts & Culture Master Plan, originally adopted in 2021. The updated Plan will assess progress to date, reevaluate community needs, and establish revised goals and strategies that align with the City's motto, *"City of the Arts."*

Project Objectives:

- Evaluate implementation progress of the 2021 Master Plan.
- Re-engage the community to gather updated input and feedback.
- Review and analyze new trends, demographic shifts, and emerging needs.
- Identify updated goals, measurable objectives, and actionable strategies for the next 5–10 years.
- Explore innovative arts policy, public art practices, and sustainable funding models.
- Assess current staffing levels, roles, and capacity.
- Propose a staffing model that supports sustainable plan implementation and growth of the City's arts initiatives.
- Emphasize diversity, equity, inclusion, and geographic balance across Costa Mesa.

Scope of Work:

A. Project Initiation

1. Conduct kickoff meeting with City staff.
2. Review the 2021 Arts & Culture Master Plan and any relevant City initiatives and policies.
3. Establish a project timeline, communications plan, and deliverable schedule.

B. Assessment of Progress and Current Conditions

1. Review progress made on goals and action items in the 2021 Plan.
2. Conduct updated inventory of:

    - Cultural assets and programs
    - Public and private arts initiatives
    - Public art installations
    - Creative industries and arts organizations

3. Analyze demographic, economic, and geographic shifts since 2021, with emphasis on post-pandemic recovery.

C. Community and Stakeholder Engagement

1. Develop and deploy multilingual engagement tools, including:
    - Community-wide survey
    - Three pop-up engagement events
    - Focus groups
    - Two bilingual community workshops/forums
2. Interview a diverse cross-section of stakeholders, including city leadership team, city commissioners, youth, working artists, business leaders, cultural institutions and arts organizations, and underrepresented communities.
3. Facilitate collaborative visioning sessions with the Arts Commission which includes but is not limited to one-on-one interviews with each Arts Commissioner and at least two public commission meetings.
4. Facilitate at least one joint study session with Arts Commission and Parks & Community Services Commission regarding arts and parks
5. Facilitate at least one city council session on a draft and adoption.

D. Plan Refinement and Strategic Visioning

1. Reassess and revise the City's arts vision and mission statements, if needed.
2. Identify priority focus areas, which may include:
    - Public art expansion
    - Youth and community arts programming
    - Cultural equity and access
    - Creative placemaking and infrastructure
    - Identify unique history of Costa Mesa and it's districts for arts
    - Economic development impact of art and update to creative economy data
    - Art in city public works projects
3. Develop an implementation roadmap with:
    - Short-, mid-, and long-term priorities
    - Cost estimates and potential funding sources
    - Key performance indicators and tracking tools
    - Public art site assessments
4. Foster interdepartmental communication for arts

E. Staffing Needs and Workload Analysis

1. Conduct an organizational review of current arts-related staffing in Parks & Community Services and associated departments.
2. Evaluate current workload and identify program management gaps (e.g., event coordination, public art management, grant administration, community engagement).
3. Benchmark staffing models from comparable cities with strong cultural arts programs.
4. Identify necessary roles, qualifications, and resource levels to support plan implementation.
5. Develop a proposed staffing plan, including:
    - Recommended classifications (e.g., Arts Administrator, Arts Coordinator, Public Art Manager)
    - Organizational reporting structure
    - FTE levels
    - Phased implementation strategy

- Cost estimates and budget impact

F. Plan Preparation and Approval

1. Compile all data, community input, recommendations, and action plans into a professionally written and designed Master Plan Update.
2. Present drafts to the Arts Commission and City Council.
3. Incorporate feedback and finalize the Master Plan Update for adoption.

Deliverables:

- Community Engagement Summary Report
- Updated Inventory of Cultural Assets
- Draft and Final Master Plan Document (PDF and editable format)
- Implementation Matrix with recommended timeline and budget framework
- Staffing & Workload Assessment Report with Proposed Staffing Plan
- Public Art Assessment Report with proposed site locations
- Presentation slide decks and outreach materials

APPENDIX B

SAMPLE
PROFESSIONAL/MAINTENANCE SERVICE AGREEMENT

CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
_____

THIS AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a [state] [type of corporation] ("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 _____, 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" (the "Project") 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 City's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP (the "Response") 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 Manager 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 "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars ($ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, 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 for a period of three (3) years from the Effective Date.

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. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. 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 _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the 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 "E" 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 Manager 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, facsimile 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; b) at the time of transmission if such communication is sent by facsimile; and c) 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:

_____
_____
_____
Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-
Fax: (714) 754-
Attn: _____

Provide courtesy copy to:
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Department

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 "F" 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 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 sub-consultants 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 sub-consultants 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,
A municipal corporation

_____ Date: _____
[Mayor or City Manager]

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

ATTEST:

_____
City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Project Manager

DEPARTMENTAL APPROVAL

_____ Date: _____

Department Director

APPROVED AS TO PURCHASING:

_____ Date: _____

Finance Director

APPENDIX C
FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal

VENDOR APPLICATION FORM
FOR
RFP No. 26-09 Arts and Culture Master Plan

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code:_____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ 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
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 26-09 Affordable Housing Development Projects** at any time after **October 27, 2025**

_____ **Date**: _____
Signature

_____
Print

OR

I certify that Proposer or Proposer's representatives have communicated after October 27, 2025 with a City Councilmember concerning informal **RFP No. 26-09 Affordable Housing Development Projects.** A copy of all such communications is attached to this form for public distribution.

_____ **Date**: _____
Signature

_____
Print

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 _____

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

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor 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."

COMPANY PROFILE & REFERENCES

Company Legal Name:

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

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

Business Address:

Website Address:

Telephone Number: Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___Yes ___No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number: Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number: Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number: Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION

DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than $249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of $250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____

Bidder/Applicant/Proposer

_____

Date

Cost Proposal

Cost Proposal Form/Sample