

CITY OF COSTA MESA

REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY* Agenda

Tuesday, January 16, 2024

6:00 PM

City Council Chambers 77 Fair Drive

*Note: All agency memberships are reflected in the title "Council Member" 4:00 P.M. Closed Session

The City Council meetings are presented in a hybrid format, both in-person at City Hall and as a courtesy virtually via Zoom Webinar. If the Zoom feature is having system outages or experiencing other critical issues, the meeting will continue in person.

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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.

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Zoom Webinar: (For both 4:00 p.m. and 6:00 p.m. meetings)

Please click the link below to join the webinar:

https://us06web.zoom.us/j/98376390419?pwd=dnpFelc5TnU4a3BKWVIyRVZMallZZz09 Or sign into Zoom.com and "Join a Meeting"

Enter Webinar ID: 983 7639 0419/ Password: 905283

- 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: (For both 4:00 p.m. and 6:00 p.m. meetings)
Call: 1 669 900 6833 Enter Webinar ID: 983 7639 0419/ Password: 905283
During the Public Comment Period, press *9 to add yourself to the queue 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. Comments received by 12:00 p.m. on the date of the meeting will be provided to the City Council, made available to the public, and will be part of the meeting record.

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 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. 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.

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.

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].

CLOSED SESSION - 4:00 P.M.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS Members of the public are welcome to address the City Council only on those items on the Closed Session agenda. Each member of the public will be given a total of three minutes to speak on all items on the Closed Session agenda.

CLOSED SESSION ITEMS:

- CONFERENCE WITH LABOR NEGOTIATORS
 Pursuant to California Government Code Section 54957.6 (a)
 Agency Designated Representative: Lori Ann Farrell Harrison, City Manager and Alma Reyes, Deputy City Manager
 Name of Employee Organization: Costa Mesa Firefighters Association (CMFA).
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION ONE CASE Pursuant to California Government Code Section 54956.9 (d)(1) Name of Case: City of Costa Mesa; People of State of Cal. v. D'Alessio Investments LLC, et al. 440 Fair Dr. and 1779 Newport Blvd. Orange County Superior Court Case No. 30-2020-01170520
- 3. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION ONE CASE Pursuant to California Government Code Section 54956.9 (d)(1)

 Name of Case: D'Alessio Investments LLC v. City of Costa Mesa

 Orange County Superior Court Case No. 30-2020-01132646
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION ONE CASE Pursuant to California Government Code Section 54956.9 (d)(1) Name of Case: City of Costa Mesa v. D'Alessio; 1936 Wallace Ave. Orange County Superior Court Case No. 30-2020-01133479

REGULAR MEETING OF THE CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY

JANUARY 16, 2024 - 6:00 P.M.

JOHN STEPHENS Mayor

JEFFREY HARLAN
Mayor Pro Tem - District 6

ANDREA MARR
Council Member - District 3

MANUEL CHAVEZ
Council Member - District 4

LOREN GAMEROS
Council Member - District 2

ARLIS REYNOLDS
Council Member - District 5

DON HARPER
Council Member - District 1

City Attorney

LORI ANN FARRELL HARRISON
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. Recognition of Police Service Dog Bodi's Retirement
- 2. Employee Recognition

HOUSING AUTHORITY*

PUBLIC COMMENTS - MATTERS NOT LISTED ON THE AGENDA

Comments on 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 Harper
- Council Member Marr
- 4. Council Member Reynolds
- 5. Council Member Chavez
- 6. Mayor Pro Tem Harlan
- 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. <u>PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL 24-021</u>
<u>ORDINANCES AND RESOLUTIONS</u>

RECOMMENDATION:

City Council, Agency Board, and Housing Authority approve the reading by title only and waive full reading of Ordinances and Resolutions.

2. **READING FOLDER**

24-022

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: George Abrina, Forrest Ascarrunz, Teresa Beck, Noreen Becker, Bryan Bennani, Automobile Club as Subrogee of Bryan Bennani, Andrea Grigsby, Amelia Salehpour, Antonio Urresti.

3. ADOPTION OF WARRANT RESOLUTION

24-020

RECOMMENDATION:

City Council approve Warrant Resolution No. 2710.

Attachments: 1. Summary Check Register 11-30-2023

2. Summary Check Register 12-07-2023

3. Summary Check Register 12-21-2023

4. Summary Check Register 12-28-2023

4. <u>MINUTES</u> <u>24-023</u>

RECOMMENDATION:

City Council approve the minutes of the regular meeting of December 5, 2023 and the Study Session meeting of December 12, 2023.

Attachments: 1. 12-05-2023 Draft Minutes

2. 12-12-2023 Draft Minutes

5. REVIEW AND APPROVE RECOMMENDED CITY COUNCIL MEETING 24-008 CALENDAR FOR 2024

RECOMMENDATION:

Review and approve recommended City Council Meeting Calendar for 2024 and cancel the Tuesday, November 5, 2024, City Council Meeting due to Election Day.

6. <u>APPROVAL OF MAYOR'S APPOINTMENTS TO THE 24-024</u> TRANSPORTATION CORRIDOR AGENCIES

RECOMMENDATION:

Staff recommends the City Council approve the following Mayor's appointments:

1. Transportation Corridor Agencies (TCA): Appointee - Mayor John Stephens and Alternate - Councilmember Arlis Reynolds.

7. SECOND READING AND ADOPTION OF ORDINANCE NO. 2024-01 24-003

AMENDING TITLE 13 (PLANNING, ZONING, AND DEVELOPMENT)

OF THE COSTA MESA MUNICIPAL CODE TO MODIFY THE CITY'S

OUTDOOR DINING PROVISIONS (CODE AMENDMENT PCTY-23-0002)

RECOMMENDATION:

Staff recommends the Council give second reading to and adopt Ordinance No. 2024-01 approving Code Amendment PCTY-23-0002, amending Title 13 (Planning, Zoning, and Development) of the Costa Mesa Municipal Code to modify the City's Outdoor Dining provisions.

Attachments: Agenda Report

1. Draft Ordinance

2. Exhibit A to the Ordinance

8. <u>AUTHORIZATION FOR THE RETIREMENT OF POLICE SERVICE 24-009</u>

<u>DOG BODI AND THE SALE OF POLICE SERVICE DOG BODI TO</u>

OFFICER GEORGE MARIDAKIS

RECOMMENDATION:

Staff recommends the City Council:

- 1. Approve the retirement of Police Service Dog Bodi after five years of outstanding service to the community.
- 2. Authorize the City Manager or designee to execute the purchase agreement for the sale of Police Service Dog Bodi to Officer George Maridakis.

Attachments: 1. Bodi Retirement Purchase Agreement

9. **AUTHORIZATION FOR THE PROCUREMENT OF DATA ANALYTICS 24-010 SOFTWARE WITH PEREGRINE**

Agenda

RECOMMENDATION:

Staff recommends the City Council:

- 1. Approve the purchase of data analytics software based on pricing provided through a cooperative agreement with the City of Fremont, No.21-0113.
- 2. Authorize the purchase of data analytics software under the awarded Organized Retail Theft Prevention Grant (ORT) with Peregrine Technologies in the amount of \$315,000.
- 3. Authorize the City Manager and City Clerk to execute an agreement with Peregrine Technologies in a form approved by the City Attorney.

Attachments: 1. Peregrine Order Form Terms and Conditions

10. PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES23-1487 FOR THE SHALIMAR PARK EXPANSION PROJECT

RECOMMENDATION:

Staff recommends the City Council:

- 1. Award a Professional Services Agreement (PSA) to Community Works Design Group, Inc., 7111 Indiana Avenue, Suite 300, Riverside, California in an amount not to exceed \$158,970 for the design of improvements and expansion of Shalimar Park.
- 2. Authorize an additional ten percent (10%) contingency in the amount of \$15,897 as needed for any unforeseen costs related to this project.
- 3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement within Council authorized limits.

Attachments: 1. Conceptual Renderings

2. PSA

11. PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES23-1488 FOR THE KETCHUM-LIBOLT PARK EXPANSION PROJECT

RECOMMENDATION:

Staff recommends the City Council:

- Award a Professional Services Agreement (PSA) to Architerra Design Group, Inc., 10221-A Trademark Street, Rancho Cucamonga, California in an amount not to exceed \$193,098 for the design of improvements and expansion of Ketchum-Libolt Park located at 2150 Maple Street, Costa Mesa.
- 2. Authorize an additional ten percent (10%) contingency in the amount of \$19,310 as needed for any unforeseen costs related to this project.
- 3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement within Council authorized limits.

Attachments: 1. Conceptual Renderings

2. PSA

12. AWARD OF THE LED LIGHTING INSTALLATION AT CITY PARKS 24-005
AND ATHLETIC FACILITIES PROJECT, CITY PROJECT NO. 23-09

RECOMMENDATION:

Staff recommends the City Council:

- Adopt plans, specifications, and working details for the LED Lighting Installation at City Parks and Athletic Facilities Project, City Project No. 23-09.
- 2. Authorize the City Manager and City Clerk to execute a Public Works Agreement (PWA) in the amount of \$759,700, and future contract amendments within City Council authorized limits to RMF Contracting, Inc., 1523 North Harmony Circle, Anaheim, California 92807.
- 3. Authorize a ten percent (10%) contingency in the amount of \$75,970 for unforeseen construction and miscellaneous costs related to the project.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA). The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment. In addition, the proposed action is 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 (PWA)

13. <u>ACCEPTANCE OF THE JACK HAMMETT SPORTS COMPLEX 24-007 EXPANSION PROJECT, CITY PROJECT NO. 21-05</u>

RECOMMENDATION:

Staff recommends the City Council:

- 1. Accept the work performed by Horizons Construction Company International, Inc., 432 West Meats Avenue, Orange, California 92865, for the Jack Hammett Sports Complex Expansion Project, City Project No. 21-05, 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 7107(c).

Attachments: 1. Final Costs

14. <u>CLEAN MOBILITY OPTIONS PILOT PROGRAM AND OCTA PROJECT 24-013</u> V GRANT FOR COMMUNITY BASED TRANSIT

RECOMMENDATION:

Staff recommends the City Council:

- 1. Adopt the proposed Resolution No. 2024-xx, approving participation in the Clean Mobility Options Voucher Pilot Program.
- 2. Adopt the proposed Resolution No. 2024-xx, approving the submittal of a grant application for the Community-Based Transit/Circulators Program (Project V) under the Orange County Transportation Authority's (OCTA's) Comprehensive Transportation Funding Program (CTFP).

Attachments: 1. CMO Voucher Resolution

2. OCTA Resolution

CAL			ENI	D OF CONS	ENT	0 A L E NIE	245			
	THIS END	COUNCIL	WILL	ADDRESS	ANY	ITEMS	PULLED	FROM	THE	CONSENT

PUBLIC HEARINGS:

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

1. REVIEW OF THE PLANNING COMMISSION'S DECISION TO DENY 24-001
PLANNING APPLICATION 22-45 FOR A NEW PUBLIC CHARTER
HIGH SCHOOL ("VISTA MERIDIAN GLOBAL ACADEMY") AND A
MINOR CONDITIONAL USE PERMIT FOR SMALL CAR PARKING
LOCATED AT 1620 SUNFLOWER AVENUE

RECOMMENDATION:

Staff recommends that the City Council review the Planning Commission's decision to deny Planning Application 22-45.

Attachments: Agenda Report

- 1. Resolution for Approval
- 2. Resolution for Denial
- 3. Filed Review Application
- 4. Planning Commission Resolution
- 5. Planning Commission approved minutes
- 6. Planning Commission Public Comments
- 7. Applicant Communications

HOUSING AUTHORITY*

2. AN ORDINANCE AMENDING TITLE 13 (PLANNING, ZONING AND 24-011 DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH AFFORDABLE HOUSING REQUIREMENTS FOR NEW RESIDENTIAL DEVELOPMENT PROJECTS

RECOMMENDATION:

Staff recommends the City Council:

- 1. Find that the adoption of Ordinance No. 2024-XX is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3), General Rule in that the affordable housing ordinance will not have a significant impact on the environment.
- Give first reading to Ordinance No. 2024-XX (PCTY-23-0001) modifying Title 13 (Planning, Zoning, and Development) of the Costa Mesa Municipal Code (CMMC) to establish affordable housing requirements for new residential developments.

Attachments: Agenda Report

1. Draft Ordinance

2. Strikethrough Exhibit A

3. OC Comparison Table

4. Affordable Housing Requirements

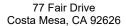
5. Corridor Areas Map

OLD BUSINESS: NONE.

NEW BUSINESS: NONE.

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

ADJOURNMENT





CITY OF COSTA MESA Agenda Report

File #: 24-021 Meeting Date: 1/16/2024

TITLE:

PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND

RESOLUTIONS

RECOMMENDATION:

City Council, Agency Board, and Housing Authority approve the reading by title only and waive full reading of Ordinances and Resolutions.





CITY OF COSTA MESA Agenda Report

File #: 24-022 Meeting Date: 1/16/2024

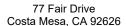
TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: George Abrina, Forrest Ascarrunz, Teresa Beck, Noreen Becker, Bryan Bennani, Automobile Club as Subrogee of Bryan Bennani, Andrea Grigsby, Amelia Salehpour, Antonio Urresti.





CITY OF COSTA MESA Agenda Report

File #: 24-020 Meeting Date: 1/16/2024

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: Finance Department

PRESENTED BY: Carol Molina, Finance Director

CONTACT INFORMATION: Carol Molina at (714) 754-5243

RECOMMENDATION:

City Council approve Warrant Resolution No. 2710.

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. 23-25 for \$3,712,206.52; and City operating expenses for \$4,489,889.69.

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER** Page No.

Run Date Nov 30,2023

1:07:51 PM Run Time

Bank: CITY

Cycle: AMNUAL

Payment Ref Date Status Remit To Remit ID Payment Amt Ρ 0245657 11/21/23 Merrimac Energy Group 0000021566 33,903.28 Line Description: Diesel Fuel-FS #2 Diesel Fuel-FS #6 Diesel Fuel-FS#5 Diesel Fuel-FS #2 Diesel Fuel-FS #6 Diesel Fuel-FS #1 Diesel Fuel-FS #5 Diesel Fuel-CY **TOTAL** \$33,903.28

> amount 33,903.28 1,231,211.24 0.00 14,664.87 1,279,779.39

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

Run Date Nov 30,2023 Run Time 1:05:19 PM

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
0245658	12/01/23	P Admin Sure Inc	0000021568	16,640.00
		Line Description: Wkrs Comp Claim Admin-Dec 23		
0245659	12/01/23	P All City Management Services Inc	0000009480	16,228.78
		Line Description: Schl CrsngGuard 10/15-10/28/23		
0245660	12/01/23	P American Integrated Services Inc	0000025104	36,019.34
		Line Description: Retention #200066/#22-02 PD Storage Tank #22-02/#200066		
0245661	12/01/23	P Atkinson Andelson Loya Ruud & Romo	0000027289	26,326.59
		Line Description: Legal Svcs-Sept 2023 Legal-Sept 2023 Legal Svcs-Oct 2023		
0245662	12/01/23	P BPR, inc.	0000030238	50,000.00
		Line Description: Sidewalk Lift Grinding		
0245663	12/01/23	P Benefit Coordinators Corp	0000029594	41,718.20
		Line Description: Delta Dental-Nov 2023 Vision Ins Premium-Nov 2023		
0245664	12/01/23	P Bracken's Kitchen Inc	0000029468	16,326.56
		Line Description: Shelter Meal Svcs11/6-11/20/23		
0245665	12/01/23	P Cort Business Services Corporation	0000029078	15,020.01
		Line Description: Recycling Fee Sales Tax (7.75%) Twin Mats Stackable Twin Beds CA Bed Recycling Fee		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

Run Date Nov 30,2023 Run Time 1:05:19 PM

Bank: CITY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Descripti	ion: Stacking Kit With Ladder Assembling/Delivery/Installati		
0245666	12/01/23	Р	County of Orange	0000007209	198,793.91
		Line Descripti	on: Ntnl Pollutant Discharge Ellmn		
0245667	12/01/23	P	Executive Facilities Services Inc	0000029510	40,239.57
		Line Descripti	Janitorial Svcs - Police Sub-S Janitorial Svcs - PD Communica Janitorial Svcs - Corp Yard (o Janitorial Svcs - Corp Yard (n Janitorial Svcs - Bridge Shelt Janitorial Svcs - City Hall Janitorial Svcs - Balearic Janitorial Svcs - FS#1-6 Janitorial Svcs - NHCC Janitorial Svcs - DRC Janitorial Svcs - PD Janitorial Svcs - Senior Cente		
0245668	12/01/23	P	Kazoni Construction	0000029763	87,562.01
		Line Descripti	ion: PD Range Upgrade 22-03/200094 Retention #22-03/#200094		
0245669	12/01/23	Р	Newport Center Animal Hospital	0000025961	20,000.00
		Line Descripti	ion: Animal Shelter Oct 2023		
0245670	12/01/23	Р	Orange County Treasurer Tax Collector	0000003489	16,888.75
		Line Descripti	ion: Parking Citation Process-Oct23		
0245671	12/01/23	Р	Place Works Inc	0000023119	81,655.96
		Line Descripti	ion: FV Dev Ctr-Task 1-13 & X Oct23		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No. 3 Run Date Nov 30,2023 Run Time 1:05:19 PM

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
0245672	12/01/23	P State Water Resources Control Board	000006849	44,169.00
		Line Description: MS4 Permit Fee 7/1/23-6/30/24		
0245673	12/01/23	P Theodore Robins Ford	0000004245	46,326.50
		Line Description: F-150 Super Crew		
0245674	12/01/23	P Tyler Technologies Inc	0000027279	116,196.03
		Line Description: EnerGov Implementation Add'l Training from Nathan EnerGov Implementation EnerGov Implementation EnerGov Implementation IMP/Remote Support EnerGov IMP/Consulting Tasks EnerGov Implementation EnerGov Implementation Software Lic/Credit \$76,486.50 EnerGov Onsite Support EnerGov Implementation EnerGov Implementation EnerGov Implementation EnerGov Implementation EnerGov Implementation		
0245675	12/01/23	P WHP Trainingtowers	0000030251	79,081.71
		Line Description: Retention-Proj FS4/210013 PRE-FABRICATED TRAINING TOWERS		
0245676	12/01/23	P Wittman Enterprises LLC	0000026639	18,084.00
		Line Description: Oct 2023 Billing Services		
0245677	12/01/23	P AGA Engineers Inc	0000028838	8,636.75
		Line Description: Bear St TSSP-Oct 2023 ICU LOS Analysis-Oct 23		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

Run Date Nov 30,2023

Run Time 1:05:19 PM

Payment Ref	Date	Status Re	emit To	Remit ID	Payment Amt
		Line Description	: 1-405 Consulting Svc-Oct 23		
0245678	12/01/23	P AS	SSA ABLOY Entrance Systems US Inc	0000021745	1,246.80
		Line Description	: ADA Door Maint/Repair		
0245679	12/01/23	P AT	- & T	0000001107	165.41
		Line Description	: 911 Cama Trunks 11/14-12/13/23		
0245680	12/01/23	P AT	-&T	0000001107	74.90
		Line Description	: Internet Fleet Svs		
0245681	12/01/23	P A		0000001107	6,908.95
		Line Description	Red Phone Fire Sta#2 Red Phone Fire Sta#3 Red Phone Fire Sta#5 PRI Circuit Inbound Trunk Metro Net Local Usage Smallwood Park Wakeham Park Estancia Park Fire Emergency Line Jack Hamett Sports Complex Outgoing Trunk Line DID Trunk Line PD Emergency Line Balearic Center Fax TeWinkle Park Cool Line for PD DRC Fire Alarm Senior Center Fire Alarm Syste DRC Alarm Senior Center Elevator Lions Park IT Computer Room		

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

Page No.

Run Date Nov 30,2023 Run Time 1:05:19 PM

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
		Line Description: Senior Center Fire Alarm Syste DSL Line for Traffic Operation Fire Sta#1 Fire Alarm System 800 Mhz Radio Link 2310 Placentia Irrigation Red Phone Fire Sta#6 Red Phone Fire Sta#4 Red Phone Fire Sta#1		,
0245683	12/01/23	P Adam Ereth Line Description: Planning Comm Mtng-Nov 2023	0000029232	400.00
0245684	12/01/23	P Ai Ley Tan Line Description: Wellness Prog-Oct 2023	0000029642	1,000.00
0245685	12/01/23	P Aikido Federation of California Line Description: Instructor Payment-Fall 23	000000937	55.25
0245686	12/01/23	P Angely Vallarta Line Description: Planning Comm Mtng-Nov 2023	0000029193	400.00
0245687	12/01/23	P Ardurra Group, Inc. Line Description: 1405 Transptn-Oct 23	0000030147	1,459.65
0245688	12/01/23	P Assault Fitness Line Description: Sales Tax 7.75% Assault Runner Elite Treadmill	0000030372	3,770.18
0245689	12/01/23	P Beginners Edge Sports Training LLC Line Description: Instructor Payment-Fall 23	0000027270	2,917.20

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

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Run Time 1:05:19 PM

Payment Ref	Date	Status I	Remit To	Remit ID	Payment Amt
0245690	12/01/23	Р	Blue Cosmo	0000026920	684.92
		Line Description	on: Satellite Phone Svcs-Nov 23		
0245691	12/01/23	Р (CLEA	0000004754	3,321.00
		Line Description	on: LTD Police Officers-Nov 2023	,	
0245692	12/01/23	Р (CSUF Extension & International Programs	0000018564	6,272.00
		Line Description	on: Leadership Development Program		
0245693	12/01/23	. , P (Cabco Yellow Inc	0000028576	19.30
		Line Description	on: Homeless Outreach Prog Trnptn		
0245694	12/01/23	P (Cal Stripe Inc	0000029093	11,325.00
02 10 0 0		Line Description			,
0245695	12/01/23	P	California Forensic Phlebotomy Inc	000001500	5,097.22
0240000	1201120	Line Description	•	0000001000	<u> </u>
0245606	12/01/23	P	California Municipal Revenue & Tax Assn	0000012161	. 80.00
0245696	12/01/23	Line Description		0000012101	60.00
0045007	40/04/00		One of Figure 1 Consideration	0000022244	32.32
0245697	12/01/23	P Line Description	Canon Financial Services Inc on: Copier Lease 11/1-11/30/23	0000023241	32.32
0245698	12/01/23		Carelon Behavioral Health of California	0000030107	4,985.67
		Line Descripti	on: Employee Assistance Prog-Jul23 Employee Assistance Prog-Aug23		
			Employee Assistance Prog-Aug23 Employee Assistance Prog-Sep23		
			Employee Assistance Prog-Oct23		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Bank: CITY

Payment Ref	Date	Status R	emit To	Remit ID	Payment Amt
		Line Description	Employee Assistance Prog-Nov23		
0245699	12/01/23	P C	oStar Realty Information Inc	0000024413	600.00
		Line Description	z: License Agreement		
0245700	12/01/23	P D	avid Evans & Associates Inc	0000001937	7,232.49
		Line Description	a: CM Raised Crosswalk-Jul 23 CM Raised Crosswalk-Aug 23		
0245701	12/01/23	P D	avis Farr LLP	0000023871	6,790.00
		Line Description	7: FY22-23 Interim Audit		
0245702	12/01/23	P D	ell Computer Corp	000001962	64.78
		Line Description	a: Rotating Hand Strap		·
0245703	12/01/23	P D	ennis Grubb & Assoc. Willdan Engr. Co	0000030346	1,084.56
		Line Description	n: Plan Check Svcs-Oct 2023		
0245704	12/01/23	P D	ixon Resources Unlimited	0000027441	2,642.50
		Line Description	n: On Call Support Svc		
0245705	12/01/23	P E	CKERSALL LLC	0000025412	878.75
		Line Description	n: GIS Analyst 10/16-10/31/23		
0245706	12/01/23	P E	agle Print Dynamics	0000026736	1,088.01
		Line Description	n: Staff Uniforms		
0245707	12/01/23	P E	colab Pest Elimination	0000024420	1,952.35
		Line Description	n: Pest Control Services-Nov 23		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
		Line Description: Pest Control Svcs-Nov 23		
0245708	12/01/23	P Elysian Arts & Events, LLC	0000030097	2,567.50
		Line Description: Instructor Payment-Fall 2023		
0245709	12/01/23	P FM Thomas Air Conditioning Inc	0000017151	5,481.38
		Line Description: HVAC Maint-Nov 2023		
0245710	12/01/23	P GAMA Contracting Services, Inc.	0000030313	5,735.00
		Line Description: Asbestos Abatement @ CityHall		
0245711	12/01/23	P Galls LLC	0000002297	514.12
		Line Description: Uniform-Wadkins Uniform-Anguiano		
0245712	12/01/23	P Grainger	0000002393	921.91
		Line Description: Hardware Hardware Hardware		
0245713	12/01/23	P Integrated Impressions	0000003403	531.13
		Line Description: TESSA Promotional Items		
0245714	12/01/23	P Irvine Pipe & Supply Inc	0000002711	49.33
		Line Description: Plumbing Supplies		
0245715	12/01/23	P Jimmy Vivar	0000029412	400.00
		Line Description: Planning Comm Mtng-Nov 2023		

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

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Run Date Nov 30,2023 Run Time 1:05:19 PM

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
0245716	12/01/23	P Joe Mar Polygraph & Investigation	0000027462	750.00
		Line Description: Pre Emplmnt Polygraph Test-Oct		
0245717	12/01/23	P Johnson Controls Fire Protection LP	0000026089	7,813.63
		Line Description: CH Fire Alarm 7/1-9/30/23		
		FS #3 Service Call		
		DD Library Fire Alarm 7/1-9/30 NCC Kitchen Hood Fire 7/1-9/30		
		FS #5 Fire 7/1-9/30/23		
		Comm Kitchen Hood 7/1-9/30/23		
		Sr Cntr Kitchen Hood 7/1–9/30		
		PD Fire Alarm 7/1-9/30/23 DRC Kitchen Hood 7/1-9/30/23		
		FS #6 Sprinkler 7/1-9/30/23		
		FS #3 Sprinkler Svs7/1-9/30/23		
0245718	12/01/23	P Jonathan Zich	0000026312	400.00
		Line Description: Planning Comm Mtng-Nov 2023		
0245719	12/01/23	P Jose Rojas	0000029411	400.00
		Line Description: Planning Comm Mtng-Nov 2023		
0245720	12/01/23	P Juan Islas	0000030425	300.00
		Line Description: ArtVenture Live Painting Svcs		
0245721	12/01/23	P Karen Klepack	0000030322	400.00
		Line Description: Planning Comm Mtng-Nov 2023		
0245722	12/01/23	P Keyser Marston Associates Inc	000002824	6,252.50
3		•		3,202.00
		Line Description: Housing Consulting Svc-Sep 23		

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

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10 Run Date Nov 30,2023

Run Time 1:05:19 PM

Payment Ref	Date	Status R	Remit To	Remit ID	Payment Amt
0245723	12/01/23	P K	imberly Pidazo	0000030426	1,200.00
		Line Descriptio	n: ArtVenture Live Band		
0245724	12/01/23	P L	iebert Cassidy Whitmore	0000002960	6,499.00
		Line Descriptio	n: LEGAL SERVICES - HR		
0245725	12/01/23	P L	yons Security Service Inc	0000027168	4,824.16
		Line Descriptio	n: Security Svs-Snr Ctr Oct 23		
0245726	12/01/23	Р 1	like Raahauges Shooting Enterprises	0000006853	450.00
		Line Descriptio	n: Range Fees for SWAT Oct 23		
0245727	12/01/23	Р 1	leogov	0000018828	5,570.00
		Line Descriptio	n: PowerTime Annual Subscription PowerTime 1500 monthly texts PowerTime Setup (one-time cost	d	
0245728	12/01/23	Р 1	lorwood Management LLC	0000029243	13,261.00
		Line Descriptio	n: Rent December 2023		
0245729	12/01/23	P () Neil Storage	0000018395	187.31
		Line Description	n: Offsite Records Storage		
0245730	12/01/23	Р (Dmari Smith	0000029906	90.00
		Line Description	n: Basketball Referee-11/27/23		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Run Date Nov 30,2023 Run Time 1:05:19 PM

Payment Ref	Date	Status Re	mit To	Remit ID	Payment Amt
0245731	12/01/23	P Ora	ange Coast College	0000003458	1,014.00
		Line Description:	Instructor Payment-Fall 23		
0245732	12/01/23		t Hill	0000002532	728.00
		Line Description:	Instructor Payment-Fall 23		
0245733	12/01/23	P Pa	ul's Pet Food Express	0000026626	176.68
		Line Description:	Food & Supplies for PSD Bodi		
		· · · <u>·</u> · · · · <u>·</u>			400.00
0245734	12/01/23		st Alarm Systems Inc	0000026907	120.08
		Line Description:	CMBC Alarm		
0245735	12/01/23	P Pre	emier Martial Arts	0000030169	129.35
		Line Description:	Instructor Payment-Fall 2023		
0245736	12/01/23	P Pre	amian Capuritu Caminaa Ina	000002633	2,728.31
0245736	12/01/23		emier Security Services Inc	000002633	2,720.31
		Line Description.	Security Card Reader MAINTENANCE AND UPDATES		
0245737	12/01/23	P Pri	celess Pet Rescue	0000026000	1,025.00
		Line Description.	Animal Adoption Srvs Oct 2023		
0245738	12/01/23	P Pro	oject 529 Inc	0000029911	2,100.00
	•	Line Description	529 Garage for Police		
				000005400	200.40
0245739	12/01/23		udential Overall Supply	0000025480	396.40
		Line Description	PD Towel Svcs-Oct 23		

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

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Run Time 1:05:19 PM

Bank: CITY

Payment Ref	Date	Status Remit To		Remit ID	Payment Amt
0245740	12/01/23	P Quisitive Lt	1 .	0000030316	384.66
		Line Description: M365	PILOT PROJ CONSULTING SVS		
0245741	12/01/23	P Real Fencir	g Inc	0000026359	81.25
		Line Description: Instru	tor Payments-Fall 23		
0245742	12/01/23	P Roadline P	oducts Inc USA	0000003830	971.65
		Line Description: 24 x	36 Shark Tooth Stencil		
0245743	12/01/23	P Roy Center		0000002158	2,432.30
		Line Description: Instru	ctor Payment-Fall 2023		
0245744	12/01/23	P Royal Com	nunications International Inc	0000030365	8,231.17
		Sales	ing Fee Tax 7.75% Station Package		- -
0245745	12/01/23	P Russell Tol	er .	0000029127	400.00
		Line Description: Plant	ing Comm Mtng-Nov 2023		
0245746	12/01/23	P SHI Interna	ional Corp	0000016007	4,161.46
		5 yea	ng Station Verkada Part r viewing station license PUTER EQUIPMENT TRONIC EQUIPMENT		
0245747	12/01/23	P Sean Simo	1	0000029869	90.00
		Line Description: Bask	etball Referee-11/27/23		
0245748	12/01/23	P Shaw HR C	onsulting Inc	0000021706	925.00

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Run Date Nov 30,2023 Run Time 1:05:19 PM

Bank: CITY

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
		Line Description: Reasonable Accommodation Reasonable Accommodation		
0245749	12/01/23	P Sign Depot	000004018	134.69
		Line Description: Sign for the Streetwell		
0245750	12/01/23	P SiteOne Landscape Supply LLC	0000024133	4,879.91
		Line Description: Irrigation Controller Upgrades		
0245751	12/01/23	P Southern California Edison Company	0000004088	2,930.19
		Line Description: 3120 Manistee 10/20-11/20/23 2301 Harbor 10/23-11/21/23 555 1/2 Paularino 10/20-11/20 1071 Bristol 10/17-11/15/23 735 Baker 10/19-11/19/23 FS#1 10/19-11/19/23		
0245752	12/01/23	P Southern California Fleet Services Inc	0000030072	6,609.98
		Line Description: Stock-QG RLF VLV 528-Left Front Hub Cap Broken 525-Air Leak		
0245753	12/01/23	P Southern California Gas Company	000004092	8,737.26
		Line Description: FS #5 10/20-11/21/23 FS #2 10/23-11/22/23 NHCC 10/19-11/20/23 Telecomm 10/20-11/21/23 DRC 10/19-11/20/23 567 W 18th 10/19-11/20/23 DRC Pool 10/19-11/20/23 Sr Cntr 10/19-11/20/23 1870 Anaheim 10/19-11/20/23 Telecomm 10/20-11/21/23 2300 Placentia 10/20-11/21/23		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No. 14 Run Date Nov 30,2023

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Bank: CITY

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
		Line Description: PD 10/20-11/21/23 FS #4 10/20-11/21/23 FS #3 10/19-11/20/23		
0245754	12/01/23	P State of California Dept of Justice	0000001534	1,591.00
		Line Description: Fingerprint App Fees-Oct 23 Livescan/Fingerprinting Servic		
0245755	12/01/23	P T Tactical Solutions Inc	0000026642	4,800.26
		Line Description: Gloves		
0245756	12/01/23	P The Intersect Group, LLC	0000030170	3,191.60
		Line Description: Temp Staff Wk End 11/3 D Chhum Temp Staff Wk End 11/3 A Luman		
0245757	12/01/23	P The Lincoln National Life Insurance Co	0000030039	14,620.50
		Line Description: Short-Term Disability Ins Prem		
0245758	12/01/23	P Time Warner Cable	0000011202	3,627.94
		Line Description: HVAC Alarm-Basement at CH NCC Internet (New Bldg) Internet Svs-City Hall (Data)		
		Internet Services City Hall	·	
0245759	12/01/23	P Townsend Public Affairs Inc	0000021510	6,500.00
		Line Description: Legislative Consulting Srvs		
0245760	12/01/23	P Tumble-N-Kids Inc	0000030098	12,017.20
		Line Description: Instructor Payment-Fall 2023		
0245761	12/01/23	P UL Verification Services Inc	0000030396	8,170.00

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Run Date Nov 30,2023 Run Time 1:05:19 PM

Payment Ref	Date	Status Ren	nit To	Remit ID	Payment Amt
		Line Description:	Reactive Mold Inspection Air Quality Inspection Air Quality Inspection Mold/Moisture Investigation		
0245762	12/01/23	P US	Bank	0000002228	6,559.78
		Line Description:	Payroll 23-23		
0245763	12/01/23	P Veri	fied First LLC	0000027240	50.00
		Line Description:	Pre-Employment Credit Checks		
0245764	12/01/23	P Veri	zon Wireless	000008717	271.34
		Line Description:	WIRELESS PHONE 10/18-11/17/23		
0245765	12/01/23	P Vers	satile Information Products Inc	0000013255	3,473.00
		Line Description:	FUSION VOICE SERVER Dec 23-Nov		
0245766	12/01/23	P Vulc	can Materials Company	000007403	144.65
		Line Description:	Asphalt		
0245767	12/01/23	P Wes	st Coast Dance Arts	0000021602	828.10
		Line Description:	Instructor Payment-Fall 23		
0245768	12/01/23	P Wes	states Marking Devices	000004505	330.47
		Line Description:	Black Ink Stamp		
0245769	12/01/23	P Zum	nar Industries Inc	0000004622	2,587.21
		Line Description:	Post & Anchors		TOTAL \$1,231,211.24

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

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Run Date Nov 30,2023

Run Time 12:04:18 PM

Bank: DDP1 Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
016695	12/01/23	Р	Anthony Melendez	0000026153	24.00
		Line Descrip	otion: Force Op Train the Trainer		
016696	12/01/23	Р	Carol Molina	0000029532	48.04
		Line Descrip	ption: Uber Expense for Conf Trng		
016697	12/01/23	P	Daniel Holl	0000023321	16.00
		Line Descrip	ption: Trng Coordinator Course		
016698	12/01/23	Р	Denny Bak	0000025879	4,921.75
		Line Descrip	ption: Adv Disability 12/1-12/31/23		
016699	12/01/23	Р	Eliasar Maldonado	0000016255	830.52
		Line Descrip	chief Fire Officer 3B Chief Fire Officer 3C Ethical Leadership4Instructor		
016700	12/01/23	P	Griffin Dooley	0000030016	363.79
		Line Descri	iption: Outreach Milage Exp-Oct 23		
016701	12/01/23	Р	Harrison Schwab	0000026985	450.00
		Line Descri	iption: Intermediate Fire Behavior		
016702	12/01/23	P	James A Brown	0000024426	24.00
		Line Descri	iption: Internal Affairs		
016703	12/01/23	P	Jan Wang	0000027357	119.08
		Line Descri	iption: MMSAC Conf Exp Reimb		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Run Date Nov 30,2023

Run Time 12:04:18 PM

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
016704	12/01/23	P Jared Barnes	0000014094	1,249.00
		Line Description: College Tuition Reimb-Fall 23		
016705	12/01/23	P Jesse Chartier	0000023836	77.02
		Line Description: Public Records Act		
016706	12/01/23	P Kevin Reddy	0000020597	360.00
		Line Description: Chief Officer 3C		
016707	12/01/23	P Kyle Myszka	0000029190	600.00
		Line Description: Instructor 1 Company Officer 2C		
016708	12/01/23	P Maurilio Torres	0000025958	910.00
		Line Description: Company Officer 2C Instructor Methodology		
016709	12/01/23	P Nate Robbins	0000029662	29.17
		Line Description: Meeting Milage/Parking Fee		
016710	12/01/23	P Shane Dean	0000029614	80.00
		Line Description: Special Weapons & Tactics		
016711	12/01/23	P Todd Palombo	0000007100	4,562.50
		Line Description: Adv Disability 12/1-12/31/23		TOTAL \$14,664.87
				x y

City of Costa Mesa Accounts Payable

CCM OVERFLOW CHECK LISTING

Page No.

Run Date Nov 30,2023

Run Time 1:05:04 PM

Bank: CITY Cycle: AWKLY

0245682

Payment Ref Date Status Remit To Remit ID Payment Amt 12/01/23 O 0000001107 AT & T 0.00

Line Description: Overflow

TOTAL

0.00

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

Run Date Dec 07,2023

Run Time 4:22:55 PM

Bank: CITY
Cycle: APAY

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
0245841	12/08/23	P CalPERS Long-Term Care Program	000006287	85.42
	•	Line Description: Payroll Deduction 23-25		
0245842	12/08/23	P Pamela Lilly	0000025324	750.00
		Line Description: Payroll Deduction 23-25		
0245843	12/08/23	P State of California	000001546	150.00
		Line Description: Payroll Deduction 23-25		
				TOTAL \$985.42

3. *

- 897,669.46 +
 - 985•42 +
- 41,059.54 +
- 939,714.42 *

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Run Date Dec 07,2023

Run Time 4:20:53 PM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245770	12/08/23	P Line Descript	Bound Tree Medical LLC ion: Medical Supplies Medical Supplies	0000011695	21,702.40
0245771	12/08/23	P Line Descript	ECS Imaging Inc fion: LF RIO IMPORT AGENT LSAP LF PILOT PUBLIC PORTAL LF RIO USER LASERFICHE ENERGOV INTEGRATION ECS GOLD PRIORITY SUPPORT LASERFICHE KEYPAD INTERATORS L	0000022619	29,109.00
0245772	12/08/23	P Line Descript	FALCK MOBILE HEALTH CORP. tion: Ambulance Svc 11/1-11/15/23 Surge Unit-October 2023 Ambulance Svc 11/16-11/30/23	0000019807	196,400.50
0245773	12/08/23	P Line Descript	Kabbara Engineering tion: Adams Ave Rehab Design Svs	0000002795	27,956.00
0245774	12/08/23	P Line Descript	Lyons Security Service Inc tion: Security Senior Center Nov 23 24 Hr Lyons Security Nov 23	0000027168	23,620.69
0245775	12/08/23	P Line Descrip	Napa Auto & Truck Parts tion: Parts-November 2023	0000012968	17,277.27

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Run Date Dec 07,2023 Run Time 4:20:53 PM

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245776	12/08/23	P Line Descri	Pinnacle Petroleum, Inc	0000029315	40,127.23
		Line Deseri	Unleaded Fuel-Corp Yard		
0245777	12/08/23	Р	PowerDMS, Inc	0000018828	68,442.00
		Line Descri	iption: LEARN COURSE MANAGEMENT CANDIDATE TEXT MESSAGING PERFORM SUBSCRIPTION ONBOARD SUBSCRIPTION LEARN SUBSCRIPTION POSITION IMPORT EMPLOYEE IMPORT INTO PE/ON NEW HIRE EXPORT		
0245778	12/08/23	P	Siemens Industry Inc	0000002904	50,438.53
		Line Descr	iption: Controls for HVAC Humidity @ F HVAC Chiller & Pump Replacemen		
0245779	12/08/23	Р	SoftwareONE Inc	0000024168	48,522.00
		Line Descr	ription: M365 UNIFIED FUSL GCC SUB		
0245780	12/08/23	Р	Southern California Edison Company	0000004088	25,257.03
		Line Descr	Aiption: 1035 Park Crest 10/31-11/303/2 3129 Harbor 10/30-11/29/23 Davis Field 10/26-11/27/23 885 Junipero 10/31-11/30/23 NCC 10/26-11/27/23 Sunflower/Plaza Nov 2023 Installment Chrg 12/01/23 8670 Tennis Center 10/31-11/30/23 2750 Fairview 10/31-11/30/23 970 Arlington 10/31-11/30/23		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Run Date Dec 07,2023

Run Time 4:20:53 PM

Payment Ref	Date	Status Remit To		Remit ID	Payment Amt
		335' Volc Bak 19th 162' Sr C Joan Npt 702 702	9 Sakioka 10/24-11/24/23 1 Sakioka 10/24-11/24/23 20 Sakioka 10/24-11/24/23 20 Skate Prk 10/31-11/30/2 20 Skate Prk 10/31-11/30/2 20 Skate Prk 10/31-11/29/23 21 Gisler 10/30-11/29/23 21 Gisler 10/26-11/27/23 21 Skate 11/1-11/30/23 22 Fwy/Baker Nov 23 23 Victoria St 10/27-11/28/23 24 Victoria 10/27-11/28/2 25 10/27-11/28/23 26 Fwy On/Off Nov 23		
0245781	12/08/23		alifornia Dept of Industrial 3-24 Wkrs Comp Admin Fee	0000001540	104,684.96
		Elito Doddinpaon.	o 21 Mao comp / tanini . co		
0245782	12/08/23	P Yunex LLC		0000029573	111,694.81
		City Inst Vict Rou Call Bak	Hall Install 2" Reflectiv Hall New LT Indicators all 50 IISNS Panels oria & Pomona WB LT Loops tine September 2023 out for September 2023 er&RedHill IISNS Install oria & 22nd KD		
0245783	12/08/23	P 4Leaf Inc		0000029711	685.32
		Line Description: Plan	n Review Oct 2023		
0245784	12/08/23	P ARC	•	0000022726	1,474.33
		Rec Foa	om Tags creation DRC Banner om Tags oop House Photo Frams		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Run Date Dec 07,2023
Run Time 4:20:53 PM

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245785	12/08/23	P Line Descr	AT & T iption: Internet-Skate Park Camera	0000001107	85.60
0245786	12/08/23	P Line Descr	Aardvark iption: Shipping Fee Sales Tax 7.75% SWAT Ballistic Plates	0000006632	5,696.88
0245787	12/08/23	P Line Descr	Allstar Fire Equipment Inc iption: SCBA REPAIRS	0000000986	300.00
0245788	12/08/23	P Line Descr	Alta Planning & Design iption: Bicycle Wayfinding Bicycle Wayfinding Bicycle Wayfinding	0000013648	2,970.62
0245789	12/08/23	P Line Descr	American Alarm Systems Inc iption: 24HR CENTRAL STATION SECURITY	0000008900	765.00
0245790	12/08/23	P Line Descr	AutoNation Inc	0000021888	189.99
0245791	12/08/23	P Line Desci	Bureau Veritas North America Inc iption: Fire Plan Review 3200 Bristol	0000016616	242.00
0245792	12/08/23	P Line Desci	CSG Consultants Inc ription: Fire Plan Review Svs Oct 2023	0000001887	440.64

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Run Date Dec 07,2023 Run Time 4:20:53 PM

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Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
0245793	12/08/23	P Canon Financial Services Inc Line Description: COPIER LEASE 11/20-12/19/23 COPIER LEASE 10/20-11/19/23	0000023241	812.30
0245794	12/08/23	P Carl Warren & Company Line Description: Wkrs Claim Admin Fee-Nov 23	0000001578	4,147.00
0245795	12/08/23	P City of Anaheim Line Description: Fiscal Year 23/24	0000016211	12,063.00
0245796	12/08/23	P Costa Mesa Auto Glass Line Description: 139-Window Tint	0000010001	328.62
0245797	12/08/23	P Costa Mesa Lock & Key Line Description: Service Call Duplicate Keys	0000001817	156.55
0245798	12/08/23	P Daniels Tire Service Line Description: Fleet Svc For Warehouse Automotive Stock	000001922	5,751.31
0245799	12/08/23	P Farhan Chowdhury Line Description: Basketball Referee	0000030269	90.00
0245800	12/08/23	P Fun Photos Line Description: ACM Dance Photobooth Photobooth-Special Events	0000030108	1,200.00
0245801	12/08/23	P G & G Trophy Company Line Description: Tessa Award	0000002287	105.91

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

Page No.

Run Date Dec 07,2023 Run Time 4:20:53 PM

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
0245802	12/08/23	P Galls LLC Line Description: Uniform-Linden	0000002297	4,714.59
0245803	12/08/23	P Grainger Line Description: For Warehouse Floor Stock	0000002393	1,595.96
0245804	12/08/23	P Hanks Electrical Supplies Line Description: Electrical Supplies	0000002445	165.66
0245805	12/08/23	P Interwest Consulting Group Inc Line Description: On-Ca;; Svs June 2023	0000021505	877.50
0245806	12/08/23	P Irv Seaver Motorcycles Line Description: Supplies	0000010272	772.57
0245807	12/08/23	P JFK Transportation Co., Inc. Line Description: Artventure Shuttle NHCC-OCMA	0000030141	1,436.40
0245808	12/08/23	P James Snordan Line Description: Basketball Referee	0000029974	90.00
0245809	12/08/23	P Knorr Systems Inc Line Description: DRC Pool Chemical	000005036	526.10

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

Run Date Dec 07,2023

Run Time 4:20:53 PM

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
0245810	12/08/23	P LineGear Fire & Rescue Equipment	0000026007	739.17
		Line Description: PPE AND FFE EQUIPMENT Workrite Uniforms		
0245811	12/08/23	P Maria Bazan	0000029669	9,600.00
		Line Description: BUTTERFLY GARDEN PROJECT		
0245812	12/08/23	P Melad & Associates	000005068	3,369.80
		Line Description: Consulting Plan Check Svs Fire Alarm		
0245813	12/08/23	P Omari Smith	0000029906	90.00
		Line Description: Basketball Referee		
0245814	12/08/23	P Orange County Mosquito & Vector Control	0000021750	889.95
		Line Description: Inspection/Treatment-FVP Sep23 Inspection/Treatment-FVP Oct23		
0245815	12/08/23	P Parkhouse Tire Inc	0000003556	454.39
		Line Description: Emergency Tire Repair		
0245816	12/08/23	P Peace of Mind Financial Consulting Inc	0000029150	9,460.00
		Line Description: Monthly Srvc Nov 2023		
0245817	12/08/23	P Permit Management Solutions	0000024925	1,989.00
		Line Description: Consulting Services Consulting Services		
0245818	12/08/23	P Premier Security Services Inc	0000002633	1,261.64
		Line Description: Install New Alarm Keypad @ Com		

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

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Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
0245819	12/08/23	P RPW Services Inc Line Description: Citywide Pest & W	0000012440 /eed Control	3,600.00
0245820	12/08/23	P Retrotel Inc Line Description: Sales Tax 7.75% Shipping Fee	0000029163	476.60
0245821	12/08/23	AVAYA 6408 Desk P Roy B Southerland Line Description: DJ SERVICES	k Phones @ Balea 0000029883	200.00
0245822	12/08/23	P Sean Simon Line Description: Basketball Referee	0000029869 e	90.00
0245823	12/08/23	P So Cal First Aid & Safety Line Description: Supplies for First A		341.42
0245824	12/08/23	P Southern California Gas Line Description: FS #6 10/26-11/28 BCC 10/24-11/25/	8/23	432.80
0245825	12/08/23	P Sparkletts Line Description: Water Delivery Sv	0000015725 vcs - Fire	120.40
0245826	12/08/23	P Special Services Group Line Description: Shipping Fee Sales Tax 7.75% Replacement Stea		1,125.99

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

Run Date Dec 07,2023 Run Time 4:20:53 PM

Bank: CITY

Cycle:	AWKLY
	7 (7 4) (L)

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245827	12/08/23	Р	Spectrum Gas Products	0000012653	1,998.04
		Line Descri	iption: Cylinder Holder Oxygen Medical Oxygen Medical Medical Lg Cyl Rent Medical Cyl Rent Medical Cyl Rent Medical Cyl Rent Medical Lg Cyl Rent Medical Lg Cyl Rent		
0245828	12/08/23	P Line Descri	Tecta America iption: Repaired Pipe/Lap over leaked	0000003718	1,350.00
		-	, , , , ,		
0245829	12/08/23	Р	The Code Group Inc	0000025073	297.12
		Line Descri	iption: Plan Check		•
0245830	12/08/23	P	The Counseling Team International	0000026352	1,500.00
I		Line Descri	iption: Counseling Srvs Oct 23		
0245831	12/08/23	P	The Sayler Group Corp	0000030033	9,216.00
		Line Descri	iption: Trash & Debris Removal Caltran Trash/Debris Removal-Caltrans		
0245832	12/08/23	P	Time Warner Cable	0000011202	1,893.60
		Line Descr	Bridge Shelter Fiber Bridge Shelter Fiber Brudge Shelter Fiber Brudge Shelter Fiber Cable Box Upgrade for 2nd Fl Internet Services-PD (Data) Internet Svs-Fire Sta#4		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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10 Run Date Dec 07,2023

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Payment Ref	Date	Status Ren	nit To	Remit ID	Payment Amt
0245833	12/08/23	P _. Tun	nout Maintenance Company LLC	0000020182	2,550.36
		Line Description:	Clean Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel		
0245834	12/08/23	P US	Postmaster	0000004377	10,000.00
		Line Description:	Prepaid Item- Bulk Item		
0245835	12/08/23	P Ver	izon Wireless	0000008717	6,353.23
		Line Description:	10/18-11/17/23 Cell Phone Srvs WIRELESS PHONE 10/18-11/17/23 WIRELESS PHONE WIRELESS PHONE 10/18-11/17/23		
0245836	12/08/23	P Vor	tex Industries Inc	0000004437	1,272.50
		Line Description:	FS #4 Rolling Door Maint		
0245837	12/08/23	P Vul	can Materials Company	0000007403	1,064.98
		Line Description:	Asphalt Potholes Sidewalk Ramp		
0245838	12/08/23	P Wa	re Disposal Inc	000000255	3,935.65
		Line Description:	Scheduled Dump Day Events		
0245839	12/08/23	P Wa	xie Sanitary Supply	0000004480	8,566.61
		Line Description:	Sanitary Supply Sanitary Supplies		

City of Costa Mesa Accounts Payable

SUMMARY CHECK REGISTER

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Run Time 4:20:53 PM

Bank: CITY

Cycle: AWKLY

Remit ID

Payment Amt

Payment Ref Date Status Remit To 0000018803 513.94 Ρ Williams Data Management 0245840 12/08/23

> Line Description: DATA STORAGE Nov 23

TOTAL \$897,669.46

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Run Date Dec 07,2023

Run Time 4:23:45 PM

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
016712	12/05/23	Р	Alan F Kent	0000006393	2,174.79
		Line Descri	iption: 1% Supplemental Pay Dec 23		
016713	12/05/23	P	Beckee Cost	0000016309	946.08
		Line Descri	iption: 1% Supplemental Pay Dec 23		
016714	12/05/23	P	Chris Morris	000007439	2,500.00
			iption: Monthly LTD Payment-Dec 23		
016715	12/05/23	. P	Danny Hogue	000006802	1,137.03
010713	12103123		iption: 1% Supplemental Pay Dec 23		
	10/05/00	5	D. I D. II	0000005602	580.54
016716	12/05/23	P Line Descri	Darlene Bell iption: 1% Supplemental Pay Dec 23	0000005602	300.34
016717	12/05/23	P Line Descri	David A Dye iption: 1% Supplemental Pay Dec 23	0000002065	260.90
		Line Descri	puon. 170 ouppomentari ay 500 20		
016718	12/05/23	Р	Edward Dryzmala	0000006686	1,377.28
		Line Descri	iption: 1% Supplemental Pay Dec 23		
016719	12/05/23	Р	Gale Tuso	0000017460	233.08
		Line Descr	iption: 1% Supplemental Pay Dec 23	•	
016720	12/05/23	Р	George J Yezbick Jr	000005045	1,164.00
		Line Descr	iption: 1% Supplemental Pay Dec 23		
016721	12/05/23	Р	Harlan Pauley	0000003569	232.12
		Line Descr	iption: 1% Supplemental Pay Dec 23		

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

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Run Time

Run Date Dec 07,2023 4:23:45 PM

Bank: DDP1 Cycle: ADDEP1

Payment Ref Date Status Remit To Remit ID Payment Amt 016722 12/05/23 Ρ James M Miller 0000007440 2,500.00 Line Description: Monthly LTD Payment-Dec 23 12/05/23 P Kathleen Zuorski 0000025225 504.52 016723 Line Description: 1% Supplemental Pay Dec 23 016724 12/05/23 Linda Boylan 0000023340 57.98 Line Description: 1% Supplemental Pay Dec 23 Ρ 856.58 016725 12/05/23 Matthew J Collett 0000001720 Line Description: 1% Supplemental Pay Dec 23 016726 12/05/23 Ρ Paul A Cappuccilli 0000007705 1,214.50 Line Description: 1% Supplemental Pay Dec 23 12/05/23 Phil Dickens 0000005801 511.76 0167.27 Line Description: 1% Supplemental Pay Dec 23 Ρ 0000005620 1,255.66 016728 12/05/23 Richard J Johnson Line Description: 1% Supplemental Pay Dec 23 1,703.25 12/05/23 0000002925 016729 Thomas J Lazar Line Description: 1% Supplemental Pay Dec 23 0000001224 1,622.58 016730 12/05/23 William H Bechtel Line Description: 1% Supplemental Pay Dec 23

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER** Page No.

Run Date Dec 07,2023

Run Time 4:23:45 PM

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
016731	12/08/23	Р	CHC: Creating Healthier Communities	0000008015		10.00
		Line Descript	tion: Payroll Deduction 23-25			
016732	12/08/23	Р	Costa Mesa Employees Association	0000006284		4,209.50
		Line Descript	tion: Payroll Deduction 23-25			
016733	12/08/23	Р	Costa Mesa Executive Club	0000006286		145.00
		Line Descript	tion: Payroll Deduction 23-25			
016734	12/08/23	Р	Costa Mesa Firefighters Association	0000001812		8,227.39
		Line Descript	tion: Payroll Deduction 23-25			
016735	12/08/23	Р	Costa Mesa Police Association	0000001819		7,320.00
		Line Descrip	tion: Payroll Deduction 23-25			
016736	12/08/23	Р	Costa Mesa Police Management Assn	000005082		315.00
		Line Descrip	tion: Payroll Deduction 23-25		TOTAL	\$41,059.54

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER** Page No.

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Bank: CITY

Cycle: AMNUAL

Status Remit To Remit ID

Payment Amt

0245844

Payment Ref

12/13/23

Date

Ρ

Michael Balliet

0000008858

18,771.25

Line Description:

Solid Waste Consult Srv Oct 23

Solid Waste Consulting Jul-Aug

TOTAL

\$18,771.25

372,001.98 18,771.25 1,488,636.62 1,879,409.85

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
0245845	12/15/23	P All American Asphalt Line Description: Proj 22-08/400015 Retention Proj 22-08/400015	000000971	723,238.80
0245846	12/15/23	P Botach Tactical Line Description: Sales Tax 7.75% Change Order NO. 1 Add Funds Eo Tech Mini red dot sight w/6 EoTech Mini red dot sight w/3M	0000010573	49,803.01
0245847	12/15/23	P Bracken's Kitchen Inc Line Description: CMBS Meal Svc 11/20-12/3/23	0000029468	16,326.56
0245848	12/15/23	P County of Orange Line Description: 800 MHz Cost Allctn Oct-Dec 23	0000007209	85,277.25
0245849	12/15/23	P Davis Farr LLP Line Description: Annual Audit	0000023871	20,370.00
0245850	12/15/23	P ERC Roofing & Waterproofing Line Description: FS6-Roofing Proj	0000030077	69,360.00
0245851	12/15/23	P Executive Facilities Services Inc Line Description: Janitorial Svcs - All Park Loc Janitorial Svcs - All Park Loc Janitorial Svcs - All Park Loc	0000029510	24,419.22
0245852	12/15/23	P Moore lacofano Goltsman Inc Line Description: FVP Master Plan-Const Oct 23	0000016407	31,738.39

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Payment Ref	Date	Status Rem	nit To	Remit ID	Payment Amt
0245853	12/15/23	P Pinn Line Description:	acle Petroleum, Inc Unleaded Fuel-Corp Yard Unleaded Fuel-PD	0000029315	40,388.60
0245854	12/15/23	P Sout Line Description:	thern California Edison Company Park Maint Nov 23 Facilities/Equip Nov 23 Street Lights Nov 23	0000004088	152,947.28
0245855	12/15/23	P Theo	odore Robins Ford Cal Tire Fee Discount Sales Tax 7.75% 2023 Transit Van	0000004245	64,660.53
0245856	12/15/23	P Time Line Description:	Internet Services Senior Cente Internet Services Senior Cente Cable Services City Hall Cable Services City Hall Cable Services City Hall HVAC Alarm-Library 3175 Airway Ave B Internet Bri Internet Fiber Svs-Var Loc Communications Fiber Cable Services Bridge Shelter	0000011202	19,233.54
0245857	12/15/23	P 911 Line Description:	Vehicle OUTFITTING FIRE VEHICLES OUTFITTING FIRE VEHICLES OUTFITTING FIRE VEHICLES	0000020861	5,682.13
0245858	12/15/23	P ALi	ittle Dickens	0000029478	2,100.00

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

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Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
		Line Description: ENTERTAINMENT-SNOOPY HOUSE 23		
0245859	12/15/23	P ABC Bus, Inc	0000030250	342.00
		Line Description: Mobile Command Unit - Washing		
0245860	12/15/23	P AT & T	0000001107	570.54
		Line Description: PD DSL Line WSS Alarm Lions Park Baseball Field NCC Fire Alarm		
0245861	12/15/23	P Adam Ereth	0000029232	400.00
		Line Description: Planning Comm Mtng-Dec 2023		
0245862	12/15/23	P Amazing Tents & Events	0000029486	4,280.00
		Line Description: SHIPPING EQUIPMENT RENTAL		
0245863	12/15/23	P American Alarm Systems Inc	0000008900	152.85
		Line Description: Svc Call-12/8/23		
0245864	12/15/23	P Angely Vallarta	0000029193	400.00
		Line Description: Planning Comm Mtng-Dec 2023		
0245865	12/15/23	P BTAC Training	0000029248	3,722.50
		Line Description: Consulting Svs Consulting Svs		
0245866	12/15/23	P Biosystems Inc	0000013464	2,380.00
		Line Description: 55gal Drums-BS Asphalt Release		

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Payment Ref	Date	Status Remit To		Remit ID	Payment Amt
0245867	12/15/23	P Brandon N	guyen	0000030477	250.00
		Line Description: Achie	evement Award Dec 2		
0245868	12/15/23	P BrightView	Landscape Services Inc	0000026055	4,090.05
		Line Description: IRRI	GATION INSTALLAION		
0245869	12/15/23	P CBE		0000015149	1,166.99
		COF COPI	PIER MAINT 11/5-12/4/23		
0245870	12/15/23	P Canon Fina	ancial Services Inc	0000023241	6,055.81
		Copi	ier Maint 11/1-11/30/23 ier Lease 12/1-12/31/23 PIER LEASE Dec 2023		
0245871	12/15/23	P Caroling C	onnection Entertainent	0000030472	550.00
		Line Description: 1hr	Caroling-CMSC-Brkfst w San		
0245872	12/15/23	P Churros Lo	os Cuates	0000029483	2,587.50
		Line Description: Refr	eshments for Annual Employ		
0245873	12/15/23	•	mpers LLC NIN RENTAL NIN RENTAL	0000029874	0.00

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Bank: CITY
Cycle: AWKLY

Payment Ref Date Status Remit To Remit ID Payment Amt Line Description: TRAIN RENTAL 0245874 12/15/23 Ρ City of Huntington Beach 0000002599 14,532.00 Line Description: Helicopter Svc-Oct 23 12/15/23 Cold Star Inc 0000030476 14,499.89 0245875 Line Description: SNOW SLIDES-Snoopy House 2023 0245876 12/15/23 Ρ Consolidated Office Systems 0000018680 3,338.53 Line Description: Sales Tax 7.75% Assemble & Deliver Chairs-6322-3 Vion Mid-back ta Chairs Ρ Costa Mesa Lock & Key 0000001817 155.00 0245877 12/15/23 Line Description: Latch Repair at Perez Park Ρ 0245878 12/15/23 County of Orange 0000003486 1,129.32 Line Description: Teletype Svc-Nov 23 0245879 12/15/23 Ρ Daniels Tire Service 0000001922 792.92 Line Description: For Warehouse Automotive Stock 0245880 12/15/23 Ρ Data Ticket Inc 0000010929 5,483.44 Line Description: Parking Citation Process-Oct23 4.523.77 0245881 12/15/23 Dell Marketing LP 0000001963 Credit-Power Adapter Line Description:

DELL Latitude 5430 Rugged

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245882	12/15/23	Р	Digital Magic Signs	0000012837	1,030.38
		Line Descr	iption: Graphics-731 & 710		
0245883	12/15/23	Р	Ed Hatz	0000029475	900.00
		Line Descr	iption: Snoopy House Santa 2023		
0245884	12/15/23	Р	Engineering Services & Design of Socal	0000030126	2,400.00
		Line Descr	iption: Fld Obs/Rpt-PD Repairs		
0245885	12/15/23	Р	Entenmann Rovin Company	0000002130	186.33
		Line Descr	ription: Badge (Partial)		
0245886	12/15/23	Р	Farhan Chowdhury	0000030269	60.00
		Line Descr	ription: Basketball Referee		
0245887	12/15/23	Р	Ford Fleet Care	0000026262	10,942.94
		Line Descr	ription: Parts-November Repairs-November		
0245888	12/15/23	Р	Fuel Pros Inc	0000026476	1,010.08
		Line Descr	ription: PD DO Inspection-Sep 23 PD Repair		
0245889	12/15/23	Р	Galls LLC	0000002297	5,088.50
		Line Desci	ription: Uniform-Taniguchi Safety Vest-OFC M Montoya Uniform-Lt S Selinske Uniform-OFC K Bao Uniform-Sgt J Jacobi Uniform-Sgt J Souza Uniform-Lt S Selinske		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

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Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
		Line Description: Uniform-OFC J Smith Uniform-Custody OFC E Broome Uniform-CSS D Rubio Safety Vest-CSI R Rueda Uniform-Custory OFC K Ramirez Uniform-Lt/Cpt J Chamness		
0245890	12/15/23	P Grainger	0000002393	768.88
		Line Description: Hardware Stock-Flow Gauge Regulator Stock-Welding Gloves Hardware Hardware Hardware Hardware Hardware		
0245891	12/15/23	P Hoag Memorial Hospital Presbyterian	0000002546	376.00
		Line Description: 3rd Qtr CY 22-Pharmaceuticals		
0245892	12/15/23	P IAM Pacific Wellness Inc.	0000029833	750.00
		Line Description: PREVENTATIVE MAINTENANCE PREVENTATIVE MAINTENANCE PREVENTATIVE MAINTENANCE Preventative Maintenance PREVENTATIVE MAINTENANCE PREVENTATIVE MAINTENANCE		
0245893	12/15/23	P Image Concepts	0000026883	3,075.51
		Line Description: Uniforms-Park Staff Uniforms Uniforms		
0245894	12/15/23	P Industrial Electric Service	0000030340	655.74
		Line Description: APPLIANCE REPAIRS		

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Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
		Line Description: SALES TAX (7.75%)		
0245895	12/15/23	P Interstate Batteries of California Coast	0000002700	161.51
		Line Description: Stock-Batteries		
0245896	12/15/23	P Interwest Consulting Group Inc	0000021505	245.00
		Line Description: PRO SVS 8/1/22-6/23/23 PROFESSIONAL SVS Apr 23		
0245897	12/15/23	P Irvine Ranch Water District	0000005112	1,163.37
		Line Description: 106 Del Mar Ave 11/6-12/5/23 170 Del Mar Ave Irr (Parks) 2603 Elden Ave 11/6-12/5/23 261 Monte Vista11/6-12/5/23 258 Brentwood (Park) 11/6-12/5 220 East 23rd St(Lindbergh Par 308 University Dr 11/6-12/6/23		
0245898	12/15/23	P James Snordan	0000029974	150.00
		Line Description: Basketball Referee Basketball Referee		
0245899	12/15/23	P Jimmy Vivar	0000029412	400.00
		Line Description: Planning Comm Mtng-Dec 2023		
0245900	12/15/23	P Jonathan Zich	0000026312	400.00
		Line Description: Planning Comm Mtng-Dec 2023		
0245901	12/15/23	P Jose Rojas	0000029411	400.00
		Line Description: Planning Comm Mtng-Dec 2023		

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Bank:	CITY
Cycle:	A 1 A G Z I

Payment Ref	Date	Status Remit	Го	Remit ID	Payment Amt
0245902	12/15/23	P Kabbar	a Engineering	0000002795	5,884.00
		Line Description: D	Design Svs Adams-Royal Palm-SA		
0245903	12/15/23	P Karen k	Klepack	0000030322	400.00
		Line Description: F	Planning Comm Mtng-Dec 2023		
0245904	12/15/23	P Kimball	Midwest	0000006819	491.11
		Line Description: S	Shop Supplies		
0245905	12/15/23	P La Quir	nta Costa Mesa	0000030047	2,967.00
			Garces Veronica 11/13-11/21/23 Garces Veronica 11/13-11/21/23 Dunn Gina Lynn 11/16-11/23/23		
0245906	12/15/23	P LineGe	ar Fire & Rescue Equipment	0000026007	461.17
		Line Description: V	Vorkrite Uniforms		
0245907	12/15/23	P Loomis		0000019082	316.30
		Line Description: A	ARMORED CAR SERVICES Nov 23		
0245908	12/15/23	P Mesa S	Smog	0000020735	50.00
		Line Description: S	Smog- Unit 331		
0245909	12/15/23	P Mike R	aahauges Shooting Enterprises	0000006853	100.00
		Line Description: F	Range Fees SWAT Nov 2023		
0245910	12/15/23	P Nationa	al Data & Surveying Services	0000021249	215.00
	7	Line Description:	Professional Services Agreemen		

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

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10 Run Date Dec 21,2023

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245911	12/15/23	Р	Nickell Nickell 5 cents Games	0000030180	400.00
		Line Descr	iption: Camp Costa Mesa 50 Participant		
0245912	12/15/23	Р	Power Products Unlimited Inc	0000021904	2,959.28
		Line Descr	iption: Shipping Fee Sales Tax 7.75% 4800 MAH Batteries for the APX		
0245913	12/15/23	Р	Priority Landscape Services LLC	0000026592	4,680.00
		Line Descr	iption: Tree Care&Plantings Oct 23 Landscape Maint FVP Oct 2023		
0245914	12/15/23	Р	Rachel Charest Bertram	0000029455	3,600.00
		Line Descr	iption: ENTERTAINMENT-SNOOPY HOUSE		
0245915	12/15/23	Р	Russell Toler	0000029127	400.00
	-	Line Descr	ription: Planning Comm Mtng-Dec 2023		
0245916	12/15/23	Р	Scott Peterson	0000027265	175.00
		Line Descr	ription: Instructor Pyament Spring 23		
0245917	12/15/23	Р	Sean Simon	0000029869	90.00
		Line Desci	ription: Basketball Referee		
0245918	12/15/23	Р	Sign Depot	0000004018	220.88
		Line Desci	ription: City hall 4th Public Works - s		
0245919	12/15/23	Р	SiteOne Landscape Supply LLC	0000024133	397.85
		Line Desci	ription: Materials for TAC		

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

Page No.

11 Run Date Dec 21,2023

Run Time 9:10:09 AM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0245920	12/15/23	P Line Descri	Southern California Gas Company iption: FS #1 10/24-11/25/23	0000004092	79.53
0245921	12/15/23	P Line Descri	Southern California Shredding Inc	0000025605	225.00
0245922	12/15/23	P Line Descri	Staples Advantage iption: Supplies-Finance Supplies- Parks Supplies-IT Supplies-HR Supplies-Planning Supplies-City Clerk Supplies-Maintenance Supplies-Police Records Supplies-Refund Building	0000024532	5,287.98
0245923	12/15/23	P Line Descri	Taco Revolution iption: Employee Night Taco Catering S	0000029479	8,400.00
0245924	12/15/23	P Line Descri	The Intersect Group, LLC iption: Temp Staff Weekend 8/20 Dustin Temp Staff Weekend 8/20 Alexis Temp Staff Weekend 12/3 Alexis Temp-Week End 12/3 Dustin C. Temp Staff Weekend 8/27 Alexis Temp Staff Weekend 11/26 Alexi Temp Staff Weekend 11/19 Dusti Temp Staff Weekend 11/19 Alexi Temp Staff Weekend 11/12 Alexi Temp Staff Weekend 9/17 Alexis	0000030170	14,702.93

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER**

Page No.

12 Run Date Dec 21,2023

Run Time 9:10:09 AM

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
		Line Description: Temp Staff Weekend 8/27 Dustin		
0245925	12/15/23	P Turnout Maintenance Company LLC	0000020182	1,552.16
		Line Description: Cleaned Fire Apparel Clean Fire Apparel		
0245926	12/15/23	P US Bank	0000002228	5,751.30
		Line Description: Payroll 23-24		
0245927	12/15/23	P Uline	0000010970	944.93
		Line Description: Supplies for Property		
0245928	12/15/23	P United Site Services of California Inc	0000015552	149.01
		Line Description: Hamilton Toilet 10/11-11/7/23 Del Mar Toilet 10/11-11/7/23		
0245929	12/15/23	P Verizon Wireless	000008717	5,055.48
		Line Description: FIRE IPADS and Service WIRELESS PHONE Fire		
0245930	12/15/23	P Vulcan Materials Company	000007403	1,202.61
		Line Description: Asphalt Potholes Sidewalk Ramp		
0245931	12/15/23	P Ware Disposal Inc	0000000255	1,079.90
		Line Description: CMBS Waste Srvs Nov 23		
0245932	12/15/23	P Waterline Technologies Inc	0000014520	429.65

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

13

Run Date Dec 21,2023 Run Time 9:10:09 AM

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
		Line Description: DRC-Pool Treatment		
0245933	12/15/23	P Waxie Sanitary Supply Line Description: Sanitary Supply	0000004480	235.89
0245934	12/15/23	P West Coast Fence Co Line Description: Replace Gate Latch	0000021495	495.00
0245935	12/15/23	P Wetlands and Wildlife Care Center Line Description: Wildlifer Intakes 7/1-9/30/23	0000030237	12,125.00 TOTAL \$1,488,636.62

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

Run Date Dec 14,2023
Run Time 2:16:41 PM

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
016737	12/15/23	P Candyce McMorris	0000026552	16.00
		Line Description: Narcotics Detection Recertific		
016738	12/15/23	P Charles Torres	0000011845	600.00
		Line Description: CFO-LvI 3B-Budget/Fiscal Respo CFO-LvI 3C-General Admin Fx		
016739	12/15/23	P Christian Apahidean	0000029090	24.00
		Line Description: Standard Fld Sobriety Test		
016740	12/15/23	P Erik Nippert	0000026147	40.00
		Line Description: ICI Financial Crimes		
016741	12/15/23	P George Maridakis	0000018528	16.00
		Line Description: Narcotics Detection Recertific		
016742	12/15/23	P Geren Anders	0000027107	40.00
		Line Description: Identity Theft Investigation		40.00
0.107.10	10/15/00			
016743	12/15/23	P Heath McMahon Line Description: Drug Recognition Expert	0000028659	72.00
		Ento Booding active Bridgi Roodgillatin Export		
016744	12/15/23	P Jennifer Ruffalo	0000021381	402.15
		Line Description: CALNENA Meeting Ctr Mgr Certification Prgm		
016745	12/15/23	P Joseph Carboni	0000024422	24.00
		Line Description: Armored Vehicle Operator Crs		

City of Costa Mesa Accounts Payable **SUMMARY CHECK REGISTER** Page No.

Run Date Dec 14,2023

Bank: DDP1

Cycle: ADDEP1

Run Time 2:16:41 PM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
016746	12/15/23	Р	Lily Lorenzana	0000029189	1,521.34
		Line Descript	tion: MMASC Conference		
016747	12/15/23	Р	Lori Ann Farrell Harrison	0000029385	106.73
		Line Descript	tion: League of Conference LYFT Ride League of Conference Meal		
016748	12/15/23	Р	Monte Peters	0000022201	204.13
		Line Descript	tion: Armored Vehicle Operator Crs		
016749	12/15/23	P	Tony Gracia	0000029589	94.19
		Line Descript	tion: Pick Up City Vehicle Nov 23 Outreach Oct 23		
016750	12/15/23	P	Travel Costa Mesa	0000024750	368,817.44
		Line Descript	fion: BIA Receipts Nov 2023		
016751	12/15/23	Р	Vijay Chawla	0000025171	24.00
		Line Descript	tion: Armored Vehicle Operator Crs		TOTAL \$372,001.98

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

Run Date Dec 28,2023

Run Time 10:01:31 AM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0246086	12/29/23	Р	JP Morgan Equipment Finance	0000029582		230,394.93
		Line Desci	ription: Pmp Eng/Mbl Cmnd Ctr Lease Pym			
0246087	12/29/23	Р	Everett Dorey LLP	0000026882		9,368.75
		Line Desci	ription: Legal Svcs-November 2023			
0246088	12/29/23	Р	Professor Egghead Science Academy	0000029934		2,450.50
		Line Desci	-			
			Instructor Payment-Summer 23 Instructor Payment-Summer 23			
0246089	12/29/23	Р	Time Warner Cable	0000011202		3,599.48
		Line Desci	ription: Internet Services City Hall			
			Internet Services Senior Cente			
			Internet Svs-Fire Sta#4			
			3175 Airway Ave B Internet Bri		TOTAL	\$245,813.66

20,832.65 124,339.72 245,813.66 390,986.03

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

 Page No.
 1

 Run Date
 Dec 28,2023

 Run Time
 10:01:05 AM

Bank: DDP1 Cycle: AEOM

Payment Ref	Date	Status Rei	nit To	Remit ID	Payment Amt
016776	12/29/23	P Ala	n F Kent	0000006393	2,174.79
		Line Description:	1% Supplemental Pay Jan 24		
016777	12/29/23	P Bed	skee Cost	0000016309	946.08
		Line Description:	1% Supplemental Pay Jan 24		
016778	12/29/23	P Chi	ris Morris	0000007439	2,500.00
		Line Description:	Monthly LTD Payment-Jan 24		
016779	12/29/23	P Dai	nny Hogue	0000006802	1,137.03
		Line Description:	1% Supplemental Pay Jan 24		
016780	12/29/23	P Dai	lene Bell	000005602	580.54
		Line Description:	1% Supplemental Pay Jan 24		
016781	12/29/23	P Dav	vid A Dye	0000002065	260.90
		Line Description:	1% Supplemental Pay Jan 24		·
016782	12/29/23	P Edv	ward Dryzmala	000000686	1,377.28
		Line Description:	1% Supplemental Pay Jan 24		
016783	12/29/23	P Ga	le Tuso	0000017460	233.08
		Line Description:	1% Supplemental Pay Jan 24		
016784	12/29/23	P Ge	orge J Yezbick Jr	000005045	1,164.00
			1% Supplemental Pay Jan 24		
016785	12/29/23	P Ha	rlan Pauley	0000003569	232.12
•			1% Supplemental Pay Jan 24		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

2 Run Date Dec 28,2023

Run Time 10:01:05 AM

Bank: DDP1 Cycle: AEOM

Payment Ref	Date	Status Remit To	Remit ID	Payment Amt
016786	12/29/23	P James M Miller Line Description: Monthly LTD Payment-Jan 24	000007440	2,500.00
016787	12/29/23	P Kathleen Zuorski Line Description: 1% Supplemental Pay Jan 24	0000025225	504.52
016788	12/29/23	P Linda Boylan Line Description: 1% Supplemental Pay Jan 24	0000023340	57.98
016789	12/29/23	P Matthew J Collett Line Description: 1% Supplemental Pay Jan 24	0000001720	856.58
016790	12/29/23	P Paul A Cappuccilli Line Description: 1% Supplemental Pay Jan 24	0000007705	1,214.50
016791	12/29/23	P Phil Dickens Line Description: 1% Supplemental Pay Jan 24	000005801	511.76
016792	12/29/23	P Richard J Johnson Line Description: 1% Supplemental Pay Jan 24	000005620	1,255.66
016793	12/29/23	P Thomas J Lazar Line Description: 1% Supplemental Pay Jan 24	0000002925	1,703.25
016794	12/29/23	P William H Bechtel Line Description: 1% Supplemental Pay Jan 24	0000001224	1,622.58 TOTAL \$20,832.65

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

Bank: DDP1
Cycle: ADDEP1

ARY CHECK REGISTER	Run Date	Dec 28,2023	
	Run Time	9:58:48 AM	

Payment Ref	Date	Status	Rem	nit To	Remit ID	Payment Amt
016795	12/29/23	Р	Com	plex Apppellate Litigation Group LLP	0000030056	4,859.00
		Line Desc	cription:	SoCal Recovery RAW vs Cost Mes Ohio House vs Costa Mesa		
016796	12/29/23	Р	Deni	ny Bak	0000025879	4,921.75
		Line Desc	cription:	Adv Disability January 2024		
016797	12/29/23	Р	Jone	es & Mayer	0000014653	109,996.47
		Line Desc	enption:	119852-Opioid 119824-Council 119831-Finance 119837-Housing 119863-Tippett 119861-Schaefer 119832-Fire Dept 119811-734 W 20th 119818-City Clerk 119806-227 Mesa Dr 119857-Police Dept 119804-1963 Wallace 119813-Armand/Blood 119820-City Manager 119841-Leaman Crrin 119859-Public Works 119875-Peper, Aidia 119805-2162 Maple St 119817-City Attorney 119844-Mood, Ivin #3 119850-Olive Nicolas 119489-Ohio House LLC 119809-544 Bernard St 119812-aaa-Martindale 119819-City Clerk PRR 119829-DBO Investment 119834-Gomes De Silva 119835-Hernandez, Joe		

City of Costa Mesa Accounts Payable SUMMARY CHECK REGISTER

Page No.

Run Date Dec 28,2023

2

Run Time 9:58:48 AM

Bank: DDP1
Cycle: ADDEP1

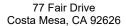
Payment Ref Date Remit To Status Remit ID Payment Amt Line Description: 119836-High Seas Writ 119842-Lehman/Freeman 119845-Munoz, Armando 119851-One Metro West 119853-Oshiro, Maxine 119822-Corrales, Maria 119830-Development Srv 119833-Garten, Jessica 119838-Human Resources 119839-Hurtado, Landon 119843-Mood, Ivin 1/16 119847-Nasiri, Soheila 119848-Niles, Michelle 119855-Pederson, Ayden 119860-Risk Management 119807-374 Woodland Ave 119810-599 W. Wilson St 119821-Code Enforcement 119826-Cruz-Rhonda Vera 119827-D'Alessio Appeal 119846-Murtaugh, Leslie 119803-1269 & 1273 Baker 119816-Cervantes, Martha 119840-Jahanbin, Khosrow 119864-1095 Sea Bluff Dr 119814-Bernard Charles St 119815-Carrera, Francisco 119808-440 Fair Dr/1179 NP 119856-Planning Commission 119862-Socal Recovery, LLC 119828-A'Alessio Investment 119854-Parks&Community Svcs 119858-Police Dept/440 Fair Dr 016798 12/29/23 Todd Palombo 0000007100 4,562.50

TOTAL

\$124,339.72

Adv Disability January 2024

Line Description:





CITY OF COSTA MESA Agenda Report

File #: 24-023 Meeting Date: 1/16/2024

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meeting of December 5, 2023 and the Study Session meeting of December 12, 2023.



REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY DECEMBER 5, 2023 – 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 Chavez, Council Member Gameros (Arrived 4:04 p.m.), Council

Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor

Stephens.

Absent: Council Member Harper.

Ms. Hall Barlow, City Attorney requested two additional closed session items be added to the agenda, regarding litigation that was brought to the attention of the City after the agenda had been posted and needed to be considered prior to the next regularly scheduled meeting.

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8

APN: 420-012-16

Agency Negotiators: Lori Ann Farrell Harrison, City Manager

Negotiating Parties: State of California

Under Negotiation: Price and Terms of Payment

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE

Pursuant to California Government Code Section 54956.9 (d)(1)

Name of Case: Tippett v. City of Costa Mesa

Orange County Superior Court Case No. 30-2022-01243684-CU-PO-NJC.

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Harlan

MOTION: Add the two Closed Session items as requested by Ms. Hall Barlow, City Attorney.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Marr, Council Member Reynolds, Mayor Pro

Tem Harlan, and Mayor Stephens.

Navs: None

Absent: Council Member Gameros and Council Member Harper.

Abstain: None Motion carried: 5-0

PUBLIC COMMENTS - NONE.

Minutes – Regular Meeting – December 5, 2023 Page 1 of 11

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATION OF LITIGATION - SIX CASES

Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE

Pursuant to California Government Code Section 54956.9 (d)(1)

Name of Case: DBO Investments CM, LLC, a California Liability Company v. City of Costa Mesa

Orange County Superior Court Case No. 30-2023-01360125-CU-CR-NJC.

3. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to California Government Code Section 54957.6 (a)

Agency Designated Representative: Lori Ann Farrell Harrison, City Manager and Alma Reyes, Deputy City Manager

Name of Employee Organization: Costa Mesa Firefighters Association (CMFA).

4. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8

APN: 420-012-16

Agency Negotiators: Lori Ann Farrell Harrison, City Manager

Negotiating Parties: State of California

Under Negotiation: Price and Terms of Payment

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE

Pursuant to California Government Code Section 54956.9 (d)(1)

Name of Case: Tippett v. City of Costa Mesa

Orange County Superior Court Case No. 30-2022-01243684-CU-PO-NJC.

City Council recessed at 4:04 p.m. for Closed Session.

Closed Session recessed at 5:51 p.m. for Open Session.

Closed Session resumed at 9:07 p.m.

Closed Session adjourned at 9:48 p.m.

CALL TO ORDER –The Regular City Council and Successor Agency to the Redevelopment Agency, and Housing Authority meeting was called to order by Mayor Stephens at 6:01 p.m.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

A video was played of the National Anthem and Mayor Stephens led the Pledge of Allegiance.

MOMENT OF SOLEMN EXPRESSION – Led by Pastor Dave Manne, Calvary Chapel.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Marr Council Member Reynolds, Mayor Pro Tem Harlan and Mayor Stephens.

Absent: Council Member Harper.

The Mayor announced the reordering of the Public Hearing agenda to consider Public Hearing item No. 2 prior to Public Hearing item No. 1.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS:

The Mayor recognized the Newport Mesa Pop Warner Patriots 12U.

The Mayor recognized the South Coast Repertory's 60 Seasons.

PUBLIC COMMENTS - MATTERS NOT LISTED ON THE AGENDA

Lydia Chavez, representing Supervisor Foley, spoke on priorities, public safety, homelessness, climate resiliency planning, supporting small businesses, advocating for preservation of the equestrian center at the Fairgrounds, and spoke on the coat drive,

Jay Humphrey, Costa Mesa, wished all a happy holiday season.

Speaker, spoke on a letter from the California Department of Housing and Community Development to the City regarding the Housing Element, and requested an update on sober living homes litigation.

Speaker, thanked the City Council for adopting the Tenant Protection Act, and spoke on receiving an eviction notice and problems with the landlord.

Juana Trejo, thanked the City Council for adopting the Tenant Protection Act, spoke on safety in the community.

Ida Wolf, Costa Mesa, requested a new ice machine and blinds at the Senior Center.

Carmen Ramirez, Costa Mesa, thanked the City Council for adopting the Tenant Protection Act, and spoke on families being evicted that need assistance.

Speaker, wished all a happy holiday season, spoke on the value of local government, spoke on AB 413 regarding parking and crosswalks, spoke on updating the codes, and spoke on traffic improvements.

Speaker, requested additional police presence in their neighborhoods and Spanish interpreters at the Communications Center.

Speaker, thanked the City Council for adopting the Tenant Protection Act, spoke on receiving an eviction notice, and spoke on problems with the landlord.

Speaker spoke on safety in the neighborhoods.

Speaker, spoke against the West 19th Street and Monrovia Street improvements.

Hank Castignetti, Orange County Model Engineers, spoke on the North Pole Express, and Santa Claus is Coming to the railroad on December 16th and 17th.

Becca Walls, member of the Animal Services Committee, requested an update on the Animal Services Contract.

Speaker, spoke on preserving Fairview Park, and spoke against the Harbor Soaring Society.

Cynthia McDonald, Costa Mesa, spoke on the recognition of South Coast Repertory, spoke on the December 12th Study Session and requested an advisory committee for the Fairview Developmental Center.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Chavez requested the blinds and ice machine be addressed at the senior center, spoke on the Costa Mesa 311 App, requested lights in alley ways, spoke on Chat with the Chief on Thursday, December 7th, invited everyone to Snoopy House, and spoke on CalOptima allowing undocumented residents to obtain Medicare and Medicaid.

Council Member Gameros wished everyone Happy Holidays, and thanked the Police and Fire Departments for their service.

Council Member Marr spoke on involvement with local government and public education on street calming measures.

Council Member Reynolds spoke on public participation and education on pedestrian safety, spoke on Labors of Love service projects on the first Saturday of every month, spoke on the Mobile Home Advisory Committee meeting, spoke on the Active Transportation Committee and the Pedestrian Master Plan, spoke on attending the holiday lunch with Human Options, complimented the Planning Division staff, and requested lights on the Joann St. trail.

Mayor Pro Tem Harlan spoke on Harper Park, spoke on the Northgate Market opening, spoke on the Segerstrom Tree Lighting Ceremony, spoke on Supervisor Foley's Food Drive, and spoke on the unrest in Israel and hostages, wished everyone a Merry Christmas, Happy Hanukkah, and Kwanza.

Mayor Stephens spoke on the Northgate Market opening, spoke on street improvements and traffic calming measures, spoke on Fairview Developmental Center and the proposed Emergency Operations Center, and spoke on adjourning the meeting in honor of Coach Hicks.

REPORT – CITY MANAGER – Ms. Farrell Harrison spoke on the December 12, 2023 Study Session on housing, Snoopy House, Costa Mesa Fire and Rescue Annual Toy Drive, City Hall closure Friday, December 22nd - January 1st, and Ms. Molina, Finance Director provided an update on the animal services contract.

REPORT – CITY ATTORNEY – NONE.

CONSENT CALENDAR

MOVED/SECOND: Council Member Marr/Council Member Chavez **MOTION:** Approve the Consent Calendar except for Item No. 11.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Marr, Council

Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None

Absent: Council Member Harper.

Abstain: None. Motion carried: 6-0

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

ACTION:

City Council, Agency Board, and Housing Authority approved the reading by title only and waived full reading of Ordinances and Resolutions.

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk: Jose Israel Gonzalez De La Cruz, Se7enLeaf LLC.

3. ADOPTION OF WARRANT RESOLUTION

ACTION:

City Council approved Warrant Resolution No. 2709.

4. MINUTES

ACTION:

City Council approved the minutes of the regular meeting of November 7, 2023.

5. REQUEST TO CANCEL THE REGULAR CITY COUNCIL MEETING OF JANUARY 2, 2024

ACTION:

City Council canceled the regular meeting of Tuesday, January 2, 2024.

Minutes – Regular Meeting – December 5, 2023 Page 5 of 11

6. APPROVAL FOR THE PURCHASE AND REPLACEMENT OF SECURITY VIDEO CAMERAS FOR THE POLICE DEPARTMENT

ACTION:

- 1. City Council authorized the use of OMNIA Partners Cooperative Agreement No. R220804 with SHI International Corp. for the purchase of Verkada Camera System in the amount of \$259,114.24.
- 2. Authorized a 5% contingency of \$12,955.71 for unforeseen costs.
- 3. Authorized the City Manager or designee to execute the necessary documents to purchase Verkada Camera System.

7. AMENDMENTS TO THE INTEGRATED LAW & JUSTICE AGENCY FOR ORANGE COUNTY (ILJAOC) JOINT POWERS AGREEMENT

ACTION:

City Council reviewed and approved the amendments to the Joint Powers Agreement for further review and approval by the Member Agencies.

8. ACCEPTANCE OF THE 2022, 2023 AND 2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT

ACTION:

- 1. City Council approved the Agreement to Transfer Funds for the 2022 Emergency Management Performance Grant Program (EMPG) (the "Agreement") and authorized the City Manager to execute the agreement.
- 2. Adopted Resolution No. 2023-54 which authorizes the application for and acceptance of funds under the EMPG Program for Years 2022, 2023, and 2024 and authorizes the City Manager, or designee, to take all action necessary to obtain the funding.
- 3. Approved revenue and expense appropriations in the amount of \$16,366 respectively, for the 2022 EMPG Program.

9. MEASURE M2 EXPENDITURE REPORT

ACTION:

City Council adopted Resolution No. 2023-55, approving the Measure M2 Expenditure Report and authorizing staff to submit the report to the Orange County Transportation Authority (OCTA.)

10. AWARD OF THE CONNECTOR PIPE SCREEN INSTALLATION PROJECT, PHASE IV, CITY PROJECT NO. 23-08 AND DETERMINATION THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM CEQA

ACTION:

- 1. City Council found the project categorically exempt from CEQA and adopted plans, specifications, and working details for the Connector Pipe Screen Installation Project, Phase IV, City Project No. 23-08.
- 2. Authorized the City Manager and City Clerk to execute a Public Works Agreement (PWA) in the amount of \$283,500, and future contract amendments within City Council authorized limits to United Storm Water, Inc., 1400 E. Valley Boulevard, Industry, California 91746.
- 3. Authorized a ten percent (10%) contingency in the amount of \$28,350 for unforeseen construction and miscellaneous costs related to the project.
- 4. Authorized a budget appropriation from available fund balances from drainage fund in the amount of \$55,967.

ITEMS PULLED FROM THE CONSENT CALENDAR

11. OPEN SPACE EASEMENT DEED AND AGREEMENT ("RAIL TRAIL") WITH THE PRESS OWNER, LLC

Public Comments:

Cynthia McDonald spoke in favor of the item and requested clarification on the hours of operation.

MOVED/SECOND: Council Member Reynolds/Mayor Pro Tem Harlan

MOTION: Approve staff recommendation with the clarification of the trail hours of operation are from dawn to sunset or 6:00 p.m. whichever is later.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Navs: None

Absent: Council Member Harper.

Abstain: None. Motion carried: 6-0

ACTION:

- 1. City Council approved the Open Space Easement Deed and Easement Agreement ("Rail Trail") between the City of Costa Mesa (City) and The Press Owner, LLC (Press LLC).
- Authorized the City Manager or designee to execute the Open Space Easement Deed and Easement Agreement and any future authorized amendments to this agreement.

Minutes - Regular Meeting - December 5, 2023 Page 7 of 11

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

PUBLIC HEARINGS:

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

2. FIRST READING OF AN ORDINANCE TO AMEND TITLE 13 (PLANNING, ZONING, AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO MODIFY THE CITY'S OUTDOOR DINING PROVISIONS (CODE AMENDMENT PCTY-23-0002)

Presentation by Ms. Curley, Assistant Planner.

Public Comments:

Speaker, spoke in opposition of the item.

Speaker, spoke in support of the item.

MOVED/SECOND: Council Member Reynolds/Council Member Marr **MOTION:** Approve staff recommendation with the following modifications:

- 1) Update footnote 1 of Table 13-47(b) to permit previously approved outdoor dining areas within the drive aisle provided they do not interfere with the minimum required site access or circulation.
- 2) Update section 13-48(a)(1)(a) to prioritize outdoor dining areas within front setbacks, and classify outdoor dining areas within side and rear setbacks as a secondary preference.
- 3) Update section 13-48(a)(1)(e) to strike out "circulation standards" to also facilitate previously approved outdoor dining areas within the drive aisle.
- 4) Update section 13-48(a)(1)(w) to strike out "on-street," to permit outdoor dining customers to park in "public parking lots" as well as on-street public parking spaces.
- 5) Update section 13-48(a)(2)(b) to prioritize the preservation of mature trees in the design of outdoor dining areas.
- 6) Remove section 13-48(a)(1)(t) regarding barriers and aesthetics of the subject property.

SUBSTITUTE MOTION/SECOND: Mayor Stephens/Mayor Pro Tem Harlan **SUBSTITUTE MOTION:** Approve staff recommendation with the following modifications:

- Update footnote 1 of Table 13-47(b) to permit previously approved outdoor dining areas within the drive aisle provided they do not interfere with the minimum required site access or circulation.
- Update section 13-48(a)(1)(a) to prioritize outdoor dining areas within front setbacks, and classify outdoor dining areas within side and rear setbacks as a secondary preference.
- 3) Update section 13-48(a)(1)(e) to strike out "circulation standards" to also facilitate previously approved outdoor dining areas within the drive aisle.

- 4) Update section 13-48(a)(1)(w) to strike out "on-street," to permit outdoor dining customers to park in "public parking lots" as well as on-street public parking spaces.
- 5) Update section 13-48(a)(2)(b) to prioritize the preservation of mature trees in the design of outdoor dining areas.
- 6) Keep section 13-48(a)(1)(t) barriers or other improvements installed as part of the outdoor dining area shall be consistent with the aesthetics of the subject property; and
- 7) Existing and newly constructed establishments that propose new outdoor dining areas shall comply with the aesthetic development standards outlined in Section 13-48 within six-months from the time of the Ordinance adoption, with an allowed six-month extension of time.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: Council Member Marr and Council Member Reynolds.

Absent: Council Member Harper.

Abstain: None.
Motion carried: 4-2-1

ACTION:

- 1. City Council found that the project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061(b)(3) ("General Rule"); and
- 2. Introduced for first reading, by title only, Ordinance No. 2024-01 amending Title 13 of the Costa Mesa Municipal Code (Planning, Zoning, and Development) to modify the City's outdoor dining provisions.
- 1. PUBLIC HEARING REGARDING THE DEVELOPMENT IMPACT FEES ANNUAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023 AND THE TRAFFIC IMPACT FEE ANALYSIS

Presentation by Ms. Molina, Finance Director.

Public Comments: None.

MOVED/SECOND: Council Member Chavez/Council Member Reynolds

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Chavez, Council Member Gameros, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Nays: None

Absent: Council Member Harper.

Abstain: None. Motion carried: 6-0

ACTION:

1. City Council received and filed the Development Impact Fees Annual Report for the Fiscal Year ended June 30, 2023.

Minutes – Regular Meeting – December 5, 2023 Page 9 of 11

- 2. Adopted Resolution No. 2023-56 continuing the citywide traffic impact fee for new development that incorporates recommendations from the Traffic Impact Fee Ad Hoc Committee and staff, which include:
 - Continue a traffic impact fee of \$235 per Average Daily Trip (ADT) based on the Capital Improvement Projects in Attachment 4 and Active Transportation projects in the adopted Active Transportation Plan (ATP).
 - Approve allocation of up to ten percent (10%) of traffic impact fees towards traffic signal synchronization projects.
 - Approve a five percent (5%) reduction in automobile trips as a result of ATP implementation and an additional five percent (5%) reduction in automobile trips for developments proposing to implement active transportation improvements beyond typical development requirements.
 - Approve the annual accounting of the Citywide Traffic Impact Fee Program.

OLD BUSINESS: NONE.

NEW BUSINESS: NONE.

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

ADJOURNMENT – Mayor Stephens adjourned the meeting back to Closed Session at 9:07 p.m. in memory of Coach Hicks.

Minutes adopted on this 16th day of January, 2024.

John Stephens, Mayor ATTEST: Brenda Green, City Clerk



REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY, AND HOUSING AUTHORITY DECEMBER 12, 2023 – MINUTES

CALL TO ORDER– The Study Session meeting was called to order by Mayor Stephens at 5:01 p.m.

ROLL CALL

Present: Council Member Chavez, Council Member Gameros, Council Member Marr, Council

Member Reynolds, Mayor Pro Tem Harlan, and Mayor Stephens.

Absent: Council Member Harper.

PUBLIC COMMENTS - ONLY MATTERS LISTED ON THE AGENDA

Cynthia McDonald spoke on the Housing Element, requested recording outreach meetings regarding the Fairview Developmental Center, and requested a Citizens Advisory Committee for the Fairview Developmental Center.

Kathy Esfahani spoke on the Inclusionary Zoning Ordinance and affordable housing.

Speaker, spoke on the Inclusionary Zoning Ordinance.

Speaker, spoke on traffic and crime.

STUDY SESSION ITEM:

1. STUDY SESSION REGARDING THE PHASED ROLLOUT OF THE CITY'S HOUSING ELEMENT PROGRAMS AND AN UPDATE REGARDING THE FAIRVIEW DEVELOPMENTAL CENTER SPECIFIC PLAN EFFORT

Presentation by Ms. Le, Economic and Development Services Director.

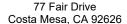
ACTION:

City Council received the staff presentation and provided feedback regarding the City's Housing Element Programs and regarding the Fairview Developmental Center Specific Plan.

ADJOURNMENT – Mayor Stephens adjourned the meeting at 7:40 p.m.

Minutes adopted on this 16th day of January, 2024.

John Stephens, Mayor ATTEST: Brenda Green, City Clerk





CITY OF COSTA MESA

Agenda Report

File #: 24-008 Meeting Date: 1/16/2024

TITLE:

REVIEW AND APPROVE RECOMMENDED CITY COUNCIL MEETING CALENDAR FOR 2024

DEPARTMENT: CITY MANAGER'S OFFICE /CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

CONTACT INFORMATION: BRENDA GREEN, CITY CLERK, 714-754-5221

RECOMMENDATION:

Review and approve recommended City Council Meeting Calendar for 2024 and cancel the Tuesday, November 5, 2024, City Council Meeting due to Election Day.

BACKGROUND:

The City conducts regularly scheduled City Council meetings on the first and third Tuesdays of the month and Study Session meetings on the second Tuesdays of the month.

Per previous Council direction at the June 7, 2016 meeting, the City Council meeting will go dark on the third Tuesday in August and per Resolution 05-8, the third Tuesday in December.

ANALYSIS:

The City Council has the legal authority to establish meeting dates and times and to cancel or reschedule such meetings with proper and timely public notice. The 2024 City proposed Council meeting calendar is as follows:

- January 16, 2024
- February 6, 2024
- February 20, 2024
- March 5, 2024
- March 19, 2024
- April 2, 2024
- April 16, 2024

File #: 24-008 Meeting Date: 1/16/2024

- May 7, 2024
- May 21, 2024
- June 4, 2024
- June 18, 2024
- July 2, 2024
- July 16, 2024
- August 6, 2024
- September 3, 2024
- September 17, 2024
- October 1, 2024
- October 15, 2024
- November 5, 2024
- November 19, 2024
- December 3, 2024

The regularly scheduled meeting on November 5, 2024 falls on Election Day. Canceling the November 5th meeting in advance allows time for proper public noticing and placement of items on other agendas.

ALTERNATIVES:

The City Council may choose to hold the meeting on Tuesday, November 5, 2024; however, this action is not recommended as many residents may not be in attendance due to Election Day priorities.

FISCAL REVIEW:

There is no fiscal impact.

LEGAL REVIEW:

The City Attorney's Office has reviewed the report and approved as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

File #: 24-008 Meeting Date: 1/16/2024

CONCLUSION:

Staff recommends the City Council review and approve the proposed City Council Meeting Calendar for 2024 and cancel the Tuesday, November 5, 2024 City Council Meeting.





CITY OF COSTA MESA Agenda Report

File #: 24-024 Meeting Date: 1/16/2024

TITLE:

APPROVAL OF MAYOR'S APPOINTMENTS TO THE TRANSPORTATION CORRIDOR AGENCIES

DEPARTMENT: CITY MANAGER'S OFFICE /CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

CONTACT INFORMATION: BRENDA GREEN, CITY CLERK, 714-754-5221

RECOMMENDATION:

Staff recommends the City Council approve the following Mayor's appointments:

1. Transportation Corridor Agencies (TCA): Appointee - Mayor John Stephens and Alternate - Councilmember Arlis Reynolds.

BACKGROUND:

The City Council is represented on a number of committees, boards and agencies throughout the County. In most cases, the Mayor has the authority to appoint the Council representative. However, the by-laws of the TCA require formal Council approval of the Mayor's appointment. Councilmember Reynolds was the previous appointee and Mayor Stephens was the alternate.

ANALYSIS:

The Mayor has requested the following appointments to the TCA:

AGENCY APPOINTEE ALTERNATE

TCA Mayor John Stephens Councilmember Arlis Reynolds

ALTERNATIVES:

There is no alternative for this item.

FISCAL REVIEW:

There is no fiscal impact.

LEGAL REVIEW:

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

File #: 24-024 Meeting Date: 1/16/2024

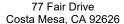
CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council approve the following Mayor's appointment:

1. Transportation Corridor Agencies (TCA): Appointee - Mayor John Stephens and Alternate - Councilmember Arlis Reynolds.





CITY OF COSTA MESA Agenda Report

File #: 24-003 Meeting Date: 1/16/2024

TITLE:

SECOND READING AND ADOPTION OF ORDINANCE NO. 2024-01 AMENDING TITLE 13 (PLANNING, ZONING, AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO MODIFY THE CITY'S OUTDOOR DINING PROVISIONS (CODE AMENDMENT PCTY-23-0002)

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES

DEPARTMENT/PLANNING DIVISION

PRESENTED BY: CAITLYN CURLEY, ASSISTANT PLANNER

CONTACT INFORMATION: CAITLYN CURLEY, ASSISTANT PLANNER, (714) 754-5692

RECOMMENDATION:

Staff recommends the Council give second reading to and adopt Ordinance No. 2024-01 approving Code Amendment PCTY-23-0002, amending Title 13 (Planning, Zoning, and Development) of the Costa Mesa Municipal Code to modify the City's Outdoor Dining provisions.



City of Costa Mesa Agenda Report

77 Fair Drive Costa Mesa, CA 92626

Item #: 24-003 Meeting Date: 01/16/2024

TITLE: SECOND READING AND ADOPTION OF ORDINANCE NO. 2024-01 AMENDING TITLE 13 (PLANNING, ZONING, AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO MODIFY THE CITY'S OUTDOOR DINING PROVISIONS (CODE AMENDMENT PCTY-23-0002)

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING

DIVISION

PRESENTED BY: CAITLYN CURLEY, ASSISTANT PLANNER

CONTACT INFORMATION: CAITLYN CURLEY, ASSISTANT PLANNER, 714-754-5692

RECOMMENDATION:

Staff recommends the Council give second reading to and adopt Ordinance No. 2024-01 approving Code Amendment PCTY-23-0002, amending Title 13 (Planning, Zoning, and Development) of the Costa Mesa Municipal Code to modify the City's Outdoor Dining provisions.

BACKGROUND:

The Planning Commission reviewed the proposed code amendment on November 13, 2023, and recommended the City Council approve the amendment with modifications regarding application review thresholds, parking operation standards and outdoor dining area aesthetics.

November 13, 2023 Planning Commission Staff Report:

https://costamesa.legistar.com/View.ashx?M=A&ID=1135455&GUID=7ECD4C06-87E5-4283-8149-4BFF97215AA2

Video:

https://costamesa.granicus.com/player/clip/4063?view_id=14&redirect=true&h=f22a251337c41beeb55301395ff67cc2

The City Council reviewed the proposed code amendment as recommended by the Planning Commission on December 5, 2023. The City received over 270 written comments regarding the proposed project. The majority of the comments expressed support of the code amendment and encouraged the City to continue to approve outdoor dining areas and to allow existing outdoor dining areas established during the COVID-19 pandemic to remain in place. The City received one letter of opposition of allowing outdoor dining for Trenta Pizza. Trenta Pizza has an approved land use entitlement for an outdoor dining area, and is not directly affected by the proposed ordinance.

Item #: 24-003 Meeting Date: 01/16/2024

Staff presented the proposed project as recommended by the Planning Commission. After considering the recommendation and public comments, the City Council recommended approval by a vote of 4-2, with the modifications outlined below:

- 1) Update footnote 1 of Table 13-47(b) to permit previously approved outdoor dining areas within the drive aisle provided they do not interfere with the minimum required site access or circulation.
- 2) Update section 13-48(a)(1)(a) to prioritize outdoor dining areas within front setbacks, and classify outdoor dining areas within side and rear setbacks as a secondary preference.
- 3) Update section 13-48(a)(1)(e) to strike out "circulation standards" to also facilitate previously approved outdoor dining areas within the drive aisle.
- 4) Update section 13-48(a)(1)(w) to strike out "on-street," to permit outdoor dining customers to park in "public parking lots" as well as on-street public parking spaces.
- 5) Update section 13-48(a)(2)(b) to prioritize the preservation of mature trees in the design of outdoor dining areas.

December 5, 2023 City Council Staff Report:

https://costamesa.legistar.com/View.ashx?M=F&ID=12494749&GUID=5B83F550-AD7E-44DF-BDF4-CF96BB3BBD05

Video:

https://costamesa.granicus.com/player/clip/4067?view_id=14&redirect=true&h=79ce604bb91fe3c2 05b90efd6d607da1

PUBLIC NOTICE:

Pursuant to Government Code Section 36933, a summary of the proposed Ordinance was published once in the newspaper no less than 5 days prior to the January 16, 2024 second reading. A summary of the adopted ordinance will also be published within 15 days after the adoption.

Public comments received prior to the January 16, 2024 City Council meeting may be viewed at this link: COSTA MESA - Calendar (legistar.com)

ALTERNATIVES:

The City Council may give second reading and adopt the Ordinance as proposed, modify the Ordinance, or not adopt the Ordinance. If the City Council chooses to make substantive modifications to the Ordinance, the modified Ordinance would need to be brought back at a future meeting for second reading and adoption

FISCAL REVIEW:

The adoption of the proposed Ordinance will not have any fiscal impact.

LEGAL REVIEW:

Page 2 of 3 94

Item #: 24-003 Meeting Date: 01/16/2024

The proposed Ordinance and this report have been prepared in conjunction with and approved by the City Attorney's Office.

CONCLUSION:

Staff recommends the City Council give second reading to and adopt Ordinance No. 2024-01 approving Code Amendment PCTY-23-0002, amending Title 13 of the Costa Mesa Municipal Code (Zoning Code) to modify the City's outdoor dining provisions.

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AMENDING TITLE 13 (PLANNING, ZONING, AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE RELATING TO OUTDOOR DINING

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, in response to the COVID-19 pandemic, the City Council adopted Urgency Ordinance No. 2020-15, temporarily suspending the permit requirements and development standards for outdoor activities and parking contained in the zoning code applicable to dining patios, places of religious assembly, and waiver of valet parking; and

WHEREAS, Urgency Ordinance No. 2022-08 will expire on December 31, 2023; and

WHEREAS, due to the COVID-19 pandemic, significant social shifts have occurred, creating a greater interest in outdoor dining; and

WHEREAS, outdoor dining has been found to promote private and public economic interests, protect the public safety and general welfare, and create a community-oriented and pedestrian friendly dining environment.

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

<u>Section 1.</u> Title 13, of the Costa Mesa Municipal Code is hereby amended to read as specified in Exhibit A, attached hereto and incorporated herein by this reference.

<u>Section 2.</u> Compliance with CEQA. Pursuant to the California Environmental Quality Act (CEQA), the project is exempt from the provisions of the California Environmental Quality Act (CEQA) under Section 15061(b)(3) ("General Rule"), as this action will not have any significant effect on the environment.

<u>Section 3</u>. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 4. Severability. If any chapter, article, section, subsection, subdivision, sentence,

clause, phrase, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

<u>Section 5.</u> <u>Effective Date.</u> This Ordinance shall take effect thirty (30) days after its final passage.

<u>Section 6.</u> <u>Certification.</u> The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this 16th day of January, 2024.

	John Stephens, Mayor				
ATTEST:	APPROVED AS TO FORM:				
Brenda Green, City Clerk	Kimberly Hall Barlow, City Attorney				

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2024-01 was duly introduced for first reading at a regular meeting of the City Council held on the 16th day of January 2024, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the 16th day of January 2024, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 17th day of January, 2024.

Brenda Green, City Clerk

CHAPTER V. DEVELOPMENT STANDARDS

ARTICLE 4. ESTABLISHMENTS WHERE FOOD OR BEVERAGES ARE SERVED

13-46. Purpose.

The purpose of this article is to regulate and provide development standards for establishments where food or beverages are served. The proximity of residential uses to these types of establishments is a concern of this article. Where the distance criterion of two hundred (200) feet from residentially-zoned property is given in this article, it shall be measured from the property line of the site to the property line of the nearest residentially-zoned property. This article also establishes requirements for outdoor dining areas to support long-term economic viability of local establishments, promote vitality in the City's commercial areas, promote progress towards creating walkable communities by facilitating pedestrian-friendly and safe public spaces, and facilitate and incentivize enhanced City dining experiences.

(Ord. No. 97-11, § 2, 5-5-97)

13-47. Permitted and conditionally permitted uses.

Establishments where food or beverages are served are subject to the review and approval procedures shown in Table 13-47 (a) and (b). In instances where more than one (1) review procedure is applicable to an establishment, the more stringent procedure shall apply.

TABLE 13-47 (a)
PERMITTED AND CONDITIONALLY PERMITTED USES

LOCATION AND OPERATIONAL CHARACTERISTICS	C1-S	C1	C2	CL	TC	PD	MG	MP
Establishments with 300 square feet or less of indoor public area. ³	P ^{1,2} or P	Р	Р	МС	P ¹ or P	P ¹ or P	Р	Р
Establishments with more than 300 square feet of indoor public area. ³	P ¹ or P	Р	Р	МС	P ¹ or P	P ¹ or P	МС	МС
EXCEPTIONS								
Located within 200 feet of a residential zone. (Subject to the requirements of	P ¹ or P	Р	Р	МС	P ¹ or P	P ¹ or P	Р	Р

LOCATION AND OPERATIONAL CHARACTERISTICS	C1-S	C1	C2	CL	TC	PD	MG	MP
section 13-49, Development Standards for Establishments Within 200 Feet of Residentially Zoned Property) ³								
Sale of alcoholic beverages for on-site consumption after 11:00 p.m. and/or provision of live entertainment or dancing located within 200 feet of a residential zone. ³	P ¹ or C	С	С	С	P ¹ or C	P ¹ or C	С	С
Sale of alcoholic beverages for on-site consumption after 11:00 p.m. and/or provision of live entertainment or dancing located not within 200 feet of a residential zone. ³	P ¹ or MC	МС	МС	МС	P ¹ or MC	P ¹ or MC	МС	МС
Drive-through operations. (Subject to the requirements of section 13-50, Development Standards for Drive-Through Operations) ³	P ¹ or MC	МС	МС	MC	P ¹ or MC	P ¹ or MC	МС	МС
Establishments with less than 300 square feet of indoor public area located in a multi-tenant center where 30% or more of the tenants are similar businesses, i.e., establishments with less than 300 square feet of indoor public area. ³	P ¹ or MC	МС	МС	МС	P ¹ or MC	P ¹ or MC	MC	МС
Establishments with a micro brewery ³	P ¹ or C	С	С	С	P ¹ or C	P ¹ or C	С	С

¹ Pursuant to an approved master plan which specifies these operational characteristics and/or location of the business.

² For the purposes of this table, the symbols shall have the following meaning: P=Permitted; MC=Minor Conditional Use Permit; C=Conditional Use Permit.

³ Outdoor dining and seating areas may be considered as part of a proposed land use if allowed in the zoning district, and pursuant to the provisions, regulations and standards of this Article.

(Ord. No. 97-11, § 2, 5-5-97)

TABLE 13-47 (b)

Outdoor Dining Area Permitting Process 1

LOCATION OF OUTDOOR AREAS AND OPERATIONAL CHARACTERISTICS	Approval Process
Courtyard Area	P ²
Setback Area – Expansion of up to 50% of indoor public area outdoors. 1	P ²
Setback Area – Expansion of more than 50% of indoor public area outdoors. ¹	MC^2
Parking Area - Expansion of up to 50% of indoor public area outdoors and does not remove more than five parking spaces or 25% of existing, required parking, whichever is less. 1	P ²
Parking Area – Expansion of more than 50% of indoor public area outdoors. 1	MC ²
Parking Area - removal of more than five parking spaces, or removal of more than 25% of existing, required parking, whichever is less. 1	MC ²

¹ Temporary Use Permits for outdoor dining areas, including parklets within the public right-of-way, approved through Urgency Ordinance 2020-15 may continue to operate with staff approval; however, shall comply with applicable Building and Fire Code requirements, may not interfere with minimum required site access or circulation circulation and parking lot standards, and shall comply with the aesthetic development standards outlined in Section 13-48 within six months from the time of ordinance adoption, with an allowed six-month extension of time. Outdoor dining areas approved under a temporary use permit shall also be subject to applicable fees. Any modifications to these outdoor dining areas shall be approved pursuant to this Article.

13-48. General development standards.

² For the purposes of this table, the symbols shall have the following meaning: P=Permitted: MC=Minor Conditional Use Permit.

Establishments where food or beverages are served are subject to the following development standards.

- (a) Existing and newly constructed establishments that propose new outdoor dining areas within courtyard, parking, setback or interior landscaped areas may be approved pursuant to this Article. Development standards provided in Section 13-48 (b)(1) applies to all outdoor dining areas. Additional development standards apply to outdoor dining areas within parking areas (Section 13-48 (a)(2)) and/or setback areas (Section 13-48 (a)(3)).
 - (1) Development Standards for all Outdoor Dining Areas:
 - a. Subject to the discretion of the reviewing authority, and where practical, feasible and safe, outdoor dining areas shall be located on a development site with preference given in the order of (1) existing courtyards, plazas, or oversized walkways and front setbacks (2) existing side and rear setbacks and (3) existing parking areas.
 - b. Where practical, feasible and safe and to promote the local vitality, outdoor dining areas shall be located on a development site with preference given to areas that can be seen from the public rights-of-way or pedestrian activity areas, compared to areas that cannot be seen from these locations.
 - c. Outdoor dining areas shall be maintained in good condition, kept clean and shall not result in conditions which are harmful or injurious to the public health, safety and welfare.
 - d. Outdoor dining areas shall be removed and the areas returned to previous conditions if the corresponding food and beverage establishment is replaced by a non-food and beverage establishment, or if the outdoor dining area is no longer in use.
 - e. Outdoor dining areas and their corresponding restaurant must comply with all applicable Building and Fire Safety code requirements, circulation standards, and aesthetic development standards outlined in Section 13-48 at the time of their construction. Outdoor dining areas approved under Urgency Ordinance No. 2020-15 must comply with all applicable Building and Fire Safety requirements, may not interfere with minimum required site access or circulation circulation standards, and shall comply with the aesthetic development standards outlined in Section 13-48 within six months from the time of ordinance adoption, with an allowed six-month extension of time.

- f. All outdoor dining areas shall observe State and local health guidelines for restaurants.
- g. Outdoor dining areas shall not be counted as gross floor area when calculating required parking for an establishment where food or beverages are served.
- h. Outdoor dining areas shall be located adjacent to their applicable food or beverage establishment. In this case, "adjacent" includes locations separated from the subject restaurant by a single pedestrian walkway and/or single vehicular drive aisle, or a single pedestrian walkway and/or two parking spaces perpendicular to the building and outdoor dining area. Outdoor dining areas may be located further from the subject restaurant when authorized by a minor conditional use permit.
- i. A minimum 4-foot-wide pedestrian access to the entryways of all establishments on the subject property shall be provided.
- j. Pedestrian ingress/egress to the subject establishments or businesses may not be obstructed.
- k. Any proposed outdoor dining area covers (including but not limited to canopies, tents or shade covers) will require Fire and Building Department's approval prior to installation. and shall not be located within required setbacks. Umbrellas shall be exempt from this requirement. Outdoor dining area covers/structures may encroach into a setback area with approval of a minor conditional use permit. To allow views to remain open and unobstructed, such shade structures shall not obstruct more than fifty (50) percent of the façade area along the property line(s) with either vertical (e.g., posts) or horizontal elements (e.g., planters, sloped awnings) with a minimum twenty-four (24) inches between the shade cover and any fences, walls, or other similar structures such that the outdoor seating area is not enclosed.
- Outdoor areas may be temporarily enclosed during inclement weather with temporary structures as approved by the City's Building and Fire Department.
- m. Outdoor dining areas may not encroach into drive aisles or other vehicle circulation areas.
- n. Any service of alcoholic beverages in outdoor dining areas will be subject to approval by the California Department of Alcoholic Beverage Control and shall adhere to all requirements and standards implemented by said State agency.

- o. Outdoor dining will be required to be closed between 11 PM and 6 AM; unless approved as part of a use permit as indicated in Table 13-47(a).
- p. Noise concerns shall be addressed in a timely manner pursuant to Title 13, Chapter XIII of the Costa Mesa Municipal Code. A contact phone number shall be posted at the establishment's entrance and outdoor dining area so any noise concerns can be reported to the business operator. Outdoor dining areas shall be subject to review by authorized City officials to ensure that noise complaints and/or potential noise ordinance violations are addressed. If necessary, modifications of the operating characteristics of outdoor dining areas may be required. If any noise complaints and/or noise ordinance violations are not adequately addressed, approvals for outdoor dining areas may be revoked at the discretion of the appropriate review authority.
- q. Approval of live entertainment and music (amplified or non-amplified) in outdoor dining areas shall be subject to Table 13-47(a).
- r. Lighting for outdoor dining areas shall comply with the following:
 - Lighting levels in the outdoor dining area shall be adequate for safety and security purposes, and shall be turned off when outdoor dining areas are not open for use.
 - ii. Lighting design and layout shall minimize light spill at any adjacent residential property lines and at other light-sensitive uses. Glare shields or other design features may be required to prevent light spill onto residential properties and other light-sensitive uses.
- s. Walls, planters and other barriers associated with outdoor dining areas shall be designed in a way as to not visually enclose the outdoor dining area. Walls, fences and other barriers shall be a maximum of five feet high from finished grade; the lower three and a half feet of the barrier may be solid, however, the upper one and a half feet of the barrier must be open or transparent, outside of the traffic visibility triangle, or as otherwise permitted by the City's Traffic Division or the Director of Economic and Development Services. Barriers shall not impede traffic visibility from property and public right of way.
- t. Barriers or other improvements installed as part of the outdoor dining area shall be consistent with the aesthetics of the subject property. The materials, design, color and any other feature of the outdoor dining area shall complement the design of the subject food or beverage establishment, and surrounding site development. Temporary materials such as plastics, temporary fencing, non-permanent planter areas and

- temporary barriers shall not be permitted as part of any barriers or other improvements.
- u. Landscaping shall be installed around outdoor dining areas to the greatest extent possible. Planter boxes may be used to satisfy this requirement. Landscaping installed as part of an outdoor dining area shall complement existing landscaping onsite and shall comply with the City's landscape standards and all applicable State and Federal requirements.
- v. Outdoor dining shall be permitted in both conforming and nonconforming developments, subject to this Article.
- w. The provision of outdoor dining areas shall not result in any customer parking offsite, (including in any adjacent commercial property parking areas, unless off-site parking is approved), with the exception of available on-street public parking. Customer parking shall not park in adjacent residential areas or on residential streets. If parking shortages or other parking-related problems arise, the business operator shall institute appropriate operational measures necessary to minimize or eliminate the problem in a manner deemed appropriate by the Director of Economic and Development Services or designee, including, but not limited to, reducing operating hours of the business, reducing interior or exterior seating capacities, hiring an additional employee trained in traffic control to monitor parking lot use and assist with customer parking lot circulation, and/or requiring employees to bike, walk or take public transit.
- (2) Development standards for outdoor dining areas within existing setback areas:
 - a. To the greatest extent possible, outdoor dining areas should maintain a minimum three (3) foot-wide landscape barrier dimension between the dining area, any pedestrian or vehicular path of travel or neighboring property.
 - b. Outdoor dining areas shall be designed so as to preserve mature trees on site to the greatest extent possible. Any landscaping (including trees) removed as a result of a new proposed outdoor dining area shall be replaced on-site (in similar size), unless determined infeasible by the Planning Division.
- (3) Development Standards for Outdoor Dining Areas within private parking areas:

- a. Outdoor dining areas within existing private parking areas may occupy parking spaces in compliance with Table 13-47 (b). New development may receive a parking credit of up to five parking spaces, or 25% of required parking spaces, whichever is less, to accommodate an outdoor dining area.
- b. Outdoor dining areas within private parking areas must comply with all parking lot and circulation standards.
- (b) All establishments shall comply with the applicable standards and review procedures indicated in Table 13-47, as well as with all other development standards of the appropriate zoning district.
- (c) Seasonal events that include live entertainment, dancing, and/or amplified music may be allowed without a conditional use permit or live entertainment permit provided that it complies with the following standards. Each establishment is limited to four (4) nonconsecutive events per calendar year.
 - (1) The event shall not exceed one day in duration;
 - (2) The event shall be conducted entirely indoors; and
 - (3) The event shall comply with Chapter XII, noise control.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 98-5, § 12, 3-2-98; Ord. No. 05-3, § 1e., 2-7-05; Ord. No. 21-20, § 1, 12-7-21)

13-49. Development standards for establishments within two hundred feet of residentially-zoned property.

Establishments where food or beverages are served that are within two hundred (200) feet of residentially-zoned property shall comply with the following development standards, unless the standards are modified through the issuance of a minor conditional use permit or conditional use permit.

- (a) All exterior lighting shall be shielded and/or directed away from residential areas.
- (b) Outdoor public communication systems shall not be audible in adjacent residential areas.
- (c) Trash facilities shall be screened from view and designed and located appropriately to minimize potential noise and odor impacts to adjacent residential areas.

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- (d) Outdoor seating areas shall be oriented away or sufficiently buffered from adjacent residential areas.
- (e) For new construction, a landscaped planter area, a minimum of five (5) feet in width, shall be provided as an additional buffer to adjacent residential areas. The planter area shall contain appropriate plant materials to provide an immediate and effective screen. Plant materials shall meet with the approval of the planning division. For remodels, the planning division may also require the construction of a landscaped planter area to buffer adjacent residential areas, if feasible.
- (f) For new construction, all interior property lines abutting residentially-zoned property shall have a minimum six-foot high masonry wall, as measured from the highest grade. An eight-foot high masonry wall may be required, based on the establishment's operational characteristics, in order to provide additional protection to adjacent residential uses. A planning application may be required for walls exceeding six (6) feet in height. For remodels, the planning division may also require the construction of a masonry wall to buffer adjacent residential areas, if feasible.
- (g) Hours of operation for customer service shall not occur any time between 11:00 p.m. and 6:00 a.m.
- (h) Truck deliveries shall not occur anytime between 8:00 p.m. and 7:00 a.m. (Ord. No. 97-11, § 2, 5-5-97)

13-50. Development standards for drive-through operations.

Establishments with drive-through operations shall comply with the following development standards, unless the standards are modified through the issuance of a minor conditional use permit.

- (a) Drive-through lanes shall not obstruct the circulation routes necessary for ingress or egress from the property, parking areas (including back-out of parking spaces), and pedestrian walkways.
- (b) Each drive-through lane shall be striped, marked or otherwise distinctly delineated, and shall be a minimum of eleven (11) feet wide.
- (c) On-site entrances to drive-through lanes shall be set back a minimum of twenty-five (25) feet from drive approaches from public or private streets or alleys.
- (d) Each drive-through lane shall be a minimum of one hundred sixty (160) feet in length, unless modified by the zoning administrator. The length of the drive-through lane shall be measured from its entrance point to the pick-up window.

- (e) Vehicle stacking areas of drive-through lanes shall be a minimum distance of ten (10) feet from outdoor seating and play areas.
- (f) Application for a minor conditional use permit shall include an operation statement indicating the physical improvements and operational measures proposed to minimize idling vehicle emissions.
- (g) Establishments within two hundred (200) feet of residentially-zoned property shall also be subject to the development standards contained in section 13-49, Development standards for establishments within two hundred feet of residentially-zoned property. (Ord. No. 97-11, § 2, 5-5-97)

13-51. Applicability.

- (a) The provisions of this article shall apply to all new establishments where food or beverages are served which are proposed. The provisions of this article shall not apply to existing uses, even when they undergo a change of ownership, unless one (1) or more of the conditions described in subsection (b) are met.
- (b) The provisions of this article shall apply, as appropriate, to any existing use where food or beverages are served under the following circumstances:
 - (1) A change of operational characteristics that includes one (1) or more of the following items:
 - An extension of the hours of operation for customer service between 11 p.m. and 6 a.m., if the establishment is within two hundred (200) feet of residentially-zoned property.
 - b. The introduction of the sale of alcoholic beverages for on-site consumption between 11 p.m. and 2 a.m.
 - c. The introduction of live entertainment or dancing, or the cumulative expansion of one hundred (100) square feet or more of the area devoted to dancing during the lifetime of the establishment.
 - d. The introduction of drive-through operations or the expansion of the existing drive-through operations.
 - e. Alterations resulting in a cumulative increase of one hundred (100) square feet or more in the floor area devoted to customer service, e.g., food and/or beverage service or entertainment, during the lifetime of the establishment.

- f. A change from any type of alcoholic beverage control license to any of the following alcoholic beverage control license types: 40 (on-sale beer); 42 (on-sale beer and wine for public premises), 48 (on-sale general for public premises); or 61 (on-sale beer for public premises) provided that the establishment is open for customer service anytime between the hours of 11 p.m. and 2 a.m.
- (2) A cumulative expansion of one hundred (100) square feet or more of the gross floor area during the lifetime of the establishment.
- (3) The construction of new, or additional, outdoor dining area(s).
- (4) Discretionary review by the final review authority shall be limited to the change in operational characteristics or the expansion in the area devoted to customer service. (Ord. No. 97-11, § 2, 5-5-97; Ord. No. 00-4, § 1, 2-22-00)

CHAPTER VI. OFF-STREET PARKING STANDARDS

ARTICLE 2. NON-RESIDENTIAL DISTRICTS

13-89. PARKING REQUIRED.

The minimum amount of off-street parking as established in Table 13-89 shall be provided at the time:

- (a) Any building and/or structure is constructed;
- (b) Any building or structure is enlarged or increased in capacity by adding gross floor area, gross leasable area or seats;
- (c) A specific use is proposed for a building site; or
- (d) An existing use is changed to one which requires additional parking.

At all times, with the exception of the provisions of section 13-98, Declaration of land use restriction, parking shall be provided according to the requirements of Table 13-89.

TABLE 13-89

NON-RESIDENTIAL PARKING STANDARDS

USE	PARKING RATIO PER GROSS FLOOR AREA (except as noted otherwise)
Retail; offices; central administrative offices; establishments where food or beverages are served with a maximum of 300 square feet of public area ¹	4 spaces per 1,000 square feet with a minimum of 6 spaces ²
Office buildings exceeding 2 stories in height and 100,000 square feet in area	3 spaces per 1,000 square feet
Banks; savings and loans; credit unions	5 spaces per 1,000 square feet with a minimum of 6 spaces
Medical and dental offices; acupressure; massage	6 spaces per 1,000 square feet with a minimum of 6 spaces
Furniture and appliance stores with floor area greater than 5,000 square feet	2 spaces per 1,000 square feet with a minimum of 20 spaces
Churches; theaters; mortuaries; auditoriums; services and fraternal clubs and lodges; amphitheaters and other similar places of assembly	Within the main auditorium or assembly area: 1 space for each 3 fixed seats or 1 space for every 35 square feet of seating area if there are no fixed seats. 18 lineal inches of bench shall be considered equal to 1 fixed seat.
Racquetball and tennis facilities	3 spaces per court plus parking required for incidental uses such as restaurants which shall be calculated as noted below
Establishments where food or beverages are served with more than 300 square feet of public area ^{1, 4}	10 spaces per 1,000 square feet for the first 3,000 square feet; ² 12 spaces per 1,000 square feet for each additional 1,000 square feet above the first 3,000 square feet. ²
Health clubs; spas; figure salons; skating rinks; game arcades	Parking requirement is 10 spaces per 1,000 square feet
Bowling alleys	3 spaces per lane plus parking required for incidental uses such as restaurants which shall be calculated as noted under "Establishments where food or beverages are served"
Trade schools; business colleges; dancing and music academies	10 spaces per 1,000 square feet
Motels	1 space for each rentable unit without cooking facilities. Each rentable unit with cooking facilities shall be governed by residential parking standards

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USE	PARKING RATIO PER GROSS FLOOR
USE	AREA (except as noted otherwise)
Hotels	1 space for each 2 rentable units plus 10 spaces per 1,000 square feet for the first 3,000 square feet, and 20 spaces per 1,000 square feet for each additional 1,000 square feet above the first 3,000 square feet for restaurant, banquet, meeting room and kitchen spaces
Establishments with live entertainment; i.e., go-go dancers, topless dancers, bikini dancers	1 parking space for each person for the first 100 persons as authorized by capacity signs posted by the fire department; 1 parking space for each 2 persons for every 101 to 300 persons as authorized by capacity signs posted; 1 parking space for each 3 persons for every 301 plus persons as authorized by capacity signs posted by the fire department.
Shopping centers with a minimum of 600,000 square feet of contiguous gross leasable area:	
Main structure or group of abutting structures	
Retail	5 spaces per 1,000 square feet of gross leasable area
Establishments where food or beverages are served occupying 5% or less of the total contiguous gross leasable area	1 space per 1,000 square feet of gross leasable area
Establishments where food or beverages or served in excess of 5% of the total contiguous gross leasable area	5 spaces per 1,000 square feet of gross leasable area
Office Space occupying 10% or less of the total contiguous gross leasable area	None
Office Space in excess of 10% of the total contiguous gross leasable area	4 spaces per 1,000 square feet of gross leasable area with a minimum of 6 spaces
Theaters (cumulative)	·
750 seats and less	5 spaces per 1,000 square feet of gross leasable area
More than 750 seats	5 spaces per 1,000 square feet of gross leasable area plus 3 spaces for each additional 100 seats

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Uses within freestanding structures Establishments where food or beverages are served All others 10 spaces per 1,000 square feet of gross leasable area Pursuant to this table	LIGE	PARKING RATIO PER GROSS FLOOR
Establishments where food or beverages are served All others 10 spaces per 1,000 square feet of gross leasable area Pursuant to this table	USE	AREA (except as noted otherwise)
single development which share the same parking facilities, the total requirement for parking should be determined as outlined in "City of Costa Mesa Procedure for Determining Shared Parking Requirements" which are included herein by this reference and which may be amended from time to time by resolution of the city council. A greater reduction in parking than would be allowed under this procedure may be approved by minor conditional use permit where it can be demonstrated that less parking is needed due to the hours of operation or other unusual features of the users involved. For mixed-use developments located in the mixed-use overlay zone, refer to the applicable urban plan for parking rates. 3 parking spaces shall be provided per 1,000 square feet of gross floor area for the first 25,000 square feet of building; 2 parking spaces shall be provided per 1,000 square feet of gross floor area between 25,000 and 50,000 square feet of building; and one and one-half parking spaces shall be provided per 1,000 square feet of gross floor area over 50,001 square feet of building. 4 spaces per 1,000 square feet of gross floor area over 50,001 square feet of or gross floor area; and 2 spaces per 1,000 square feet of gross floor area; and 2 spaces per 1,000 square feet of or dead over 50,001 square feet of outdoor display area.	Establishments where food or beverages are served	leasable area Pursuant to this table
Industrial 3 parking spaces shall be provided per 1,000 square feet of gross floor area for the first 25,000 square feet of building; 2 parking spaces shall be provided per 1,000 square feet of gross floor area between 25,000 and 50,000 square feet of building; and one and one-half parking spaces shall be provided per 1,000 square feet of gross floor area over 50,001 square feet of building. 4 spaces per 1,000 square feet of gross floor area; and 2 spaces per 1,000 square feet of outdoor display area.	Mixed use developments	single development which share the same parking facilities, the total requirement for parking should be determined as outlined in "City of Costa Mesa Procedure for Determining Shared Parking Requirements" which are included herein by this reference and which may be amended from time to time by resolution of the city council. A greater reduction in parking than would be allowed under this procedure may be approved by minor conditional use permit where it can be demonstrated that less parking is needed due to the hours of operation or other unusual features of the users involved. For mixed-use developments located in the mixed-use overlay zone, refer to the applicable
Garden centers; plant nurseries floor area; and 2 spaces per 1,000 square feet of outdoor display area.	Industrial	1,000 square feet of gross floor area for the first 25,000 square feet of building; 2 parking spaces shall be provided per 1,000 square feet of gross floor area between 25,000 and 50,000 square feet of building; and one and one-half parking spaces shall be provided per 1,000 square feet of gross floor area over
	Garden centers; plant nurseries	floor area; and 2 spaces per 1,000
	Smoking lounges	17 spaces per 1,000 square feet

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- 1 Establishments limited to seating for twelve (12) or fewer persons prior to June 4, 1997, shall remain at that seating limit unless additional parking is provided pursuant to this Zoning Code.
- 2 The outdoor patio seating area(s) shall not be included in the floor area calculations for purposes of determining the required parking.
- 3 The final review authority may apply a maximum credit of one parking space due to the provision of bicycle racks. This credit shall only apply to the overall parking supply and not to multiple uses.

When the approval of a use permit is required, the final review authority may require additional parking spaces at a ratio not to exceed thirty (30) spaces per one thousand (1,000) square feet of floor area of the entire building. Factors that may warrant additional parking include, but are not limited to, the provision of entertainment and/or dancing, or substantial ratio of floor area devoted to bar as compared to restaurant use. The maximum parking rate shall be applicable to uses that have substantially maximized the building's occupancy due to design and provision of concentrated uses.

When the approval of a use permit is required, the final review authority may require additional parking spaces at a ratio not to exceed thirty (30) spaces per one thousand (1,000) square feet of floor area of the entire building. Factors that may warrant additional parking include, but are not limited to, the provision of entertainment and/or dancing, or substantial ratio of floor area devoted to bar as compared to restaurant use. The maximum parking rate shall be applicable to uses that have substantially maximized the building's occupancy due to design and provision of concentrated uses.

(Ord. No. 97-11, § 2, 5-5-97; Ord. No. 98-5, § 16, 3-2-98; Ord. No. 02-4, § 1j, 3-18-02; Ord. No. 06-9, § 1g., 4-18-06; Ord. No. 12-4, § 1, 5-15-12; Ord. No. 15-10, § 2C, 9-15-15; Ord. No. 21-20, § 1, 12-7-21)

77 Fair Drive Costa Mesa, CA 92626



CITY OF COSTA MESA

Agenda Report

File #: 24-009 Meeting Date: 1/16/2024

TITLE:

AUTHORIZATION FOR THE RETIREMENT OF POLICE SERVICE DOG BODI AND THE SALE OF POLICE SERVICE DOG BODI TO OFFICER GEORGE MARIDAKIS

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: JESSE CHARTIER, SERGEANT

CONTACT INFORMATION: JESSE CHARTIER, SERGEANT, (714) 754-5043

RECOMMENDATION:

Staff recommends the City Council:

- 1. Approve the retirement of Police Service Dog Bodi after five years of outstanding service to the community.
- Authorize the City Manager or designee to execute the purchase agreement for the sale of Police Service Dog Bodi to Officer George Maridakis.

BACKGROUND:

Bodi was born in the Netherlands on February 20, 2014 and joined the Costa Mesa Police Department (CMPD) in December 2018 as the first Police Service Dog with the Police Department in many years. Bodi and his partner, Officer George Maridakis, joined forces and began patrolling the City of Costa Mesa in 2019. By 2020, Bodi became a dual-purpose police service dog certified in narcotics detection.

Over the course of 5 years, Bodi has provided safety to officers, and saved countless hours in building and area searches, and made numerous finds of criminal suspects. On three separate incidents, Bodi found violent suspects who concealed themselves and remained unseen by the police helicopter overhead.

Bodi has been an excellent de-escalation tool. On multiple occasions, his mere presence and barking caused armed felons to surrender and be safely taken into custody. Bodi has also been instrumental during illegal narcotics investigations resulting in over 40 arrests. His work has led to the seizure of over 30 kilograms of cocaine (\$900k), 55 kilograms of fentanyl (\$1.1m), 2 pounds of heroin (\$26k), and 1,000 kilograms of methamphetamine (\$3.5m).

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For five years, Bodi has served the Costa Mesa community and put his life on the line for his partner and fellow CMPD officers.

ANALYSIS:

At the age of 9 years old and in the twilight of his career, Bodi's age and physical condition preclude him from further effective service to the City and the Police Department. It is recommended that Bodi be officially retired, with his retirement date set for January 27, 2024.

ALTERNATIVES:

No alternatives can be considered on this item.

FISCAL REVIEW:

No fiscal impact.

LEGAL REVIEW:

The City Attorney's Office has approved this report and the attached purchase agreement as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

Strengthen Public Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council:

- 1. Approve the retirement of Police Service Dog Bodi after his five years of outstanding service to the community.
- Authorize the City Manager or designee to execute the purchase agreement for the sale of Police Service Dog Bodi to Officer George Maridakis.

CITY OF COSTA MESA POLICE DEPARTMENT

PURCHASE AGREEMENT

This agreement between the City of Costa Mesa ("City") and Officer George Maridakis ("Officer") is made with reference to the following:

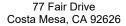
- 1. The Officer is a member of the Costa Mesa Police Department and is assigned to the Field Operations Division (K-9 Detail) as a K-9 Handler.
- 2. The Officer was, in conjunction with his assignment as a K-9 Handler, given the care, custody, and control of a police dog named "Bodi" ("Dog").
- 3. The dog has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specifically by the Officer.
- 4. The sale or transfer of the Dog to a person other than the Officer could generate potential City liability due to the nature of a police working dog, and its bond with the Officer.
- 5. The age and health of the Dog preclude any further service with the City.
- The Officer has been the Dog's handler since the purchase of the Dog by the City in 2019. Therefore, the City intends to sell the Dog to the Officer subject to the conditions specified in this agreement.

THEREFORE. THE PARTIES AGREE AS FOLLOWS:

- 1. City hereby sells the Dog to the Officer for \$1.00, payable when this contract is executed. The Officer shall be the owner of the Dog upon execution of this contract and the payment of \$1.00.
- 2. The Officer agrees and hereby assumes ownership and full responsibility for the care, maintenance, food, housing, medical, and any other expenses resulting from or arising from the Officer's ownership of the Dog.
- 3. The City will have no further responsibility or liability for the Dog or the Dog's care, with the exception of the following:
 - a. Any unpaid veterinary expenses incurred by Dog up to the date of retirement (January 27, 2024) shall be the responsibility of the City. These veterinary expenses shall include any unpaid balance currently being considered by the City, expenses not covered by the Dog's insurance carrier, and any other expenses known or unknown at the time of retirement.

- b. In recognition of the Dog's years of service to the City, should euthanasia become necessary due to the Dog's deteriorating condition. The city shall reimburse the Officer for normal and necessary costs for such euthanasia. The decision to euthanize Dog is the responsibility of the Officer.
- 4. The Officer agrees to defend, indemnify, and hold harmless City and its officers, employees, representatives, and agents with respect to any loss, damage, claim, injury, or liability that arises out of or is in any way related to, the Dog or Officer's actions or inaction with the Dog outside the course and scope of employment.
- 5. The Officer gives up and waives any right he may have on behalf of himself and his heirs, assigns, and successors for any loss, injury, damage, claim, or liability arising out of or in any way related to the Officer's ownership and possession of the Dog.
- 6. This agreement constitutes the parties' entire understanding and may not be amended, except by a writing signed by both parties.

George Maridakis Officer	Date
Ronald A. Lawrence Chief of Police	Date
Kim Barlow City Attorney	Date
Brenda Green	Date





CITY OF COSTA MESA Agenda Report

File #: 24-010 Meeting Date: 1/16/2024

TITLE:

AUTHORIZATION FOR THE PROCUREMENT OF DATA ANALYTICS SOFTWARE WITH

PEREGRINE

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: OLIVIA ROGERS, RECORDS & EVIDENCE MANAGER

CONTACT INFORMATION: OLIVIA ROGERS, RECORDS & EVIDENCE MANAGER, (714)

754-5696

RECOMMENDATION:

Staff recommends the City Council:

- 1. Approve the purchase of data analytics software based on pricing provided through a cooperative agreement with the City of Fremont, No.21-0113.
- 2. Authorize the purchase of data analytics software under the awarded Organized Retail Theft Prevention Grant (ORT) with Peregrine Technologies in the amount of \$315,000.
- Authorize the City Manager and City Clerk to execute an agreement with Peregrine Technologies in a form approved by the City Attorney.

BACKGROUND:

The Costa Mesa Police Department (CMPD) seeks to appropriate funds from the State of California Board of State and Community Corrections (BSCC) for the Organized Retail Theft Prevention (ORT) Grant award by entering into a three-year agreement with technology provider Peregrine Technologies.

Peregrine Technologies will provide real time data visualization to integrate a broad range of current and evolving technologies. Furthermore, it will provide a single point of access to view and analyze large-scale and real time data from various sources to enhance intelligence gathering, investigations, situational awareness, and officer safety.

ANALYSIS:

The proposed purchase of Peregrine Technologies software is necessary to comply with reporting requirements set forth under the awarded \$3.5 million ORT Grant. The procurement of data analytics software through the ORT Grant will allow the CMPD to focus its efforts on prevention, apprehension, collaboration, and enhanced law enforcement efforts. Peregrine Technologies offers significant functionality in investigative resources and crime analytics. The integration of Peregrine with our

File #: 24-010 Meeting Date: 1/16/2024

Computer Aided Dispatch (CAD), Records Management System (RMS) along with Flock LPR camera system, will be the cornerstone of real time operations. In addition to this integration, Peregrine's investigatory capabilities, streamlined crime analysis, and ability to generate intelligence-led products and reports, makes for an extremely efficient method for turning large amounts of raw data into useful decision support and analysis with significant reduction in manual processing.

The City of Fremont completed a competitive request for proposal (RFP) process for a data visualization platform for real time operations for their police department. Their RFP process ended on September 14, 2020. In the City of Fremont's agreement with Peregrine Technologies, cooperative language was included that allowed other California government entities to contract with Peregrine Technologies for the same or substantially similar products or services without undergoing a separate competitive procurement process. The City of Fremont awarded a three-year agreement to Peregrine Technologies.

Peregrine Technologies has expressed its commitment and enthusiasm to work with the CMPD to ensure smooth operations of real time capabilities to meet the department's goal to centralize all events, data, and resources in one place to increase situational awareness and officer safety. Additionally, enhancing our intelligence-led policing philosophy through the use of technology to reduce crime and address community issues.

ALTERNATIVES:

The City Council may elect not to move forward with the purchase of Peregrine Technologies; however, this alternative is not recommended as the primary goal of the awarded ORT Grant is to increase directed enforcement and investigative capabilities in an effort to reduce retail theft in the community.

FISCAL REVIEW:

There are sufficient appropriations for technology software under the awarded \$3.5 million ORT Grant to fund this purchase over a three-year period. This purchase will not impact the General Fund.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

Strengthen the Public's Safety and Improve the Quality of Life

File #: 24-010 Meeting Date: 1/16/2024

CONCLUSION:

Staff recommends that the City Council:

1. Approve the purchase of data analytics software based on pricing provided through a cooperative agreement with the City of Fremont, No.21-0113.

- 2. Authorize the purchase of data analytics software under the awarded Organized Retail Theft Prevention Grant (ORT) with Peregrine Technologies in the amount of \$315,000.
- 3. Authorize the City Manager and City Clerk to execute an agreement with Peregrine Technologies in a form approved by the City Attorney.



PEREGRINE CUSTOMER ORDER FORM

Customer Information	
Customer Name: The Costa Mesa Police Department	Contact: Olivia Rogers
Address: 99 Fair Dr, Costa Mesa, CA 92626	Phone: (714) 754-5280
Email: orogers@costamesaca.gov	Fax: N/A

Peregrine Services

Effective Date: January 31, 2024

Term: From the Effective Date through January 31, 2027 ("Initial Term").

Service Fee: The following fee schedule is available to the Customer if Order Form is signed on or before January 31, 2024. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of \$105,000 annually for the Term as follows:

- a. \$105,000 within 30 days of the Effective Date
- b. \$105,000 within 30 days of November 1, 2025
- c. \$105,000 within 30 days of November 1, 2026

Users: Customer may allow an unlimited number of employees of the Costa Mesa Police Department to access and use the Service.

Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.

Professional Services: The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: Central Square CAD, Central Square RMS, Flock LPR (with 30 day retention), Watchguard, Veritone and three additional source system upon mutual agreement between Peregrine and Customer.

Additionally, with the execution of appropriate Memorandums of Understanding (MOU), Peregrine will enable data sharing between the Customer and other Orange County agencies (e,g., the Orange County Sheriff, Anaheim, Huntington Beach, Fullerton).



Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in an SOW.

For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the "Terms and Conditions," and together with this Order Form, the "Agreement"). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order From, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine:	Customer:
By: Nicholas Maone	Ву:
Name: Nicholas Noone	Name:
Title: President & CEO	Title:
Signed by: January 31, 2024	Signed by: <u>January 31, 2024</u> Attest:
	[XX]



Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form ("Order Form") by Peregrine Technologies, Inc. ("Peregrine") to the Costa Mesa Police Department ("Customer"). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

"Aggregated Data" has the meaning specified in Section 6.1.

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center.

"Client-Side Software" means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine's mobile application(s).

"Criminal Justice Information Services Division" or "CJIS" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

"Customer Data" means any of Customer's data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine's integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does <u>not</u> include Aggregated Data.

"Documentation" means the materials supplied by Peregrine hereunder, in any media, including any and all installer's, operator's and user's manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

"Personal Information" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

"Professional Services" has the meaning specified in Section 2.2.

"Service" means Peregrine's proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

"SOW" has the meaning specified in Section 2.2.

"Third Party Data" means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

"Third Party Products" means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

"Users" means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1. Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer's



use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("Onboarding and Training Services"), and (iii) telephone and standard technical support to Customer during normal business hours ("Technical Support"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

- **2.2. Professional Services.** Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "SOW," and such services, the "Professional Services"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("Work Product"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services.
- **2.3.** Access and Policies. Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.
- **2.4. Compliance with Applicable Laws**. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.
- **2.5. Licenses and Permits.** Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.
- 2.6. Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.
- 2.7. Suspension. Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's



provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "Service Suspension"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

- 2.8. Third Party Products. Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization.
- 2.9. Open Source Components. Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("Open Source Components"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

3. Customer Responsibilities.

- **3.1. Generally.** Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d)_ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.
- **3.2. Use Restrictions.** Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j)



access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

- **3.3. CJIS Requirements.** Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.
- **3.4. Operation Restrictions.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.
- 3.5. **Customer Logo.** Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.
- **3.6. Feedback**. If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (**"Feedback"**), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

4. Fees & Payment.

- **4.1. Fees.** Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.
- **4.2. Payment Terms.** Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.
- **4.3. Taxes.** Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 5. Proprietary Rights. The "Peregrine Technology "means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "Peregrine Technology" does not include Customer Data.



6. Data Access, Sharing and Security.

- **6.1. Customer Data.** Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.
- **6.2. CJIS Security Policy.** Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.
- **6.3. Third Party Data.** Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.
- **6.4. Processing of Personal Information**. Peregrine's rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine's Privacy Policy https://peregrine.io/privacy-policy/. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.
- **6.5. Sensitive Information; Marking Requirements.** To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("Sensitive Information"), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

7. Confidentiality.

- **7.1. Definition of Confidential Information.** The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.
- **7.2. Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall



provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- **7.3. Exceptions.** The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.
- **7.4. Public Records Acts**. Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "**Public Records Act**"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.
- **7.5. Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

- **8.1. Warranties.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.
- **8.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1. Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("Customer Indemnified Parties") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringes any intellectual property rights of a third party (each, a "Customer Claim"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1, or (v) Third Party Products. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer



to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

- 9.2. Indemnification by Customer. To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees ("Peregrine Indemnified Parties") against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer's or any User's negligence, gross negligence, fraud, or willful misconduct; (b) Customer's or any User's use of the Service in a manner not authorized by this Agreement; or (c) Customer Data or Peregrine's authorized use of such Customer Data (each, a "Peregrine Claim"), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine Without Peregrine's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer's cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.
- 9.3. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.
- 10. Limitation of Liability.
- **10.1. Exclusion of Consequential and Related Damages.** EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- **10.2. Liability Cap.** IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

11. Term & Termination.

- **11.1. Term of Agreement.** This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2
- **11.2. Termination for Cause.** A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.
- **11.3. Data.** Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.
- **11.4. Survival.** The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.
- 12. General Provisions.



- **12.1. Insurance**. Peregrine shall maintain the insurance coverages described on Appendix A: Insurance.
- **12.2. Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.
- **12.3. Peregrine's Books and Records.** To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.
- **12.4. Force Majeure.** Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.
- **12.5. Federal Government.** Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.
- **12.6.** Additional Government Terms. Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "Additional Government Terms"). The Additional Government Terms, if any, are attached hereto as **Error! Reference source not found.**, and will govern to the extent of any conflict with any other term of this Agreement.
- **12.7. Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.
- **12.8. Waiver; Cumulative Remedies Severability.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- **12.9. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.



- **12.10. Governing Law.** This Agreement shall be governed by the laws of California. The state courts located in San Francisco County, CA or in the United States District Court for the Northern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.
- **12.11.** Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion
- **12.12. Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.



Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

Commercial General and Automobile Liability Insurance

<u>General requirements.</u> Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

<u>Additional requirements.</u> Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

<u>General requirements.</u> Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

<u>Claims-made limitations.</u> The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.



- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

All Policies Requirements.

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Polices.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

<u>Deductibles and Self-Insured Retentions.</u> Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than \$100,000.

<u>Wasting Policies.</u> No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

<u>Waiver of Subrogation.</u> Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

<u>Subcontractors.</u> Peregrine shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

<u>Excess Insurance.</u> If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

<u>Remedies.</u> In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

Appendix B: Provisions for California Public Entities

Compliance with Applicable California Laws. Peregrine shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Agreement shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

PERS Indemnification by Peregrine. In the event that Peregrine or any employee, agent, or subcontractor of Peregrine providing services under this Agreement 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 Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine 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 Customer.

Political Reform Act Conflicts. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

California State Auditor Requirements. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

77 Fair Drive Costa Mesa, CA 92626



CITY OF COSTA MESA

Agenda Report

File #: 23-1487 Meeting Date: 1/16/2024

TITLE:

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE SHALIMAR

PARK EXPANSION PROJECT

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: SEUNG YANG, P.E., CITY ENGINEER (714) 754-5633

RECOMMENDATION:

Staff recommends the City Council:

- Award a Professional Services Agreement (PSA) to Community Works Design Group, Inc., 7111 Indiana Avenue, Suite 300, Riverside, California in an amount not to exceed \$158,970 for the design of improvements and expansion of Shalimar Park.
- 2. Authorize an additional ten percent (10%) contingency in the amount of \$15,897 as needed for any unforeseen costs related to this project.
- 3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement within Council authorized limits.

BACKGROUND:

Shalimar Park is located at 782 Shalimar Drive. The existing park is approximately 0.18 acres and includes a playground featuring elements for young children, trees, and seating area benches. The park is situated between two large apartment complexes and currently provides the nearest recreational facility for this community.

The City secured the services of Pat West, LLC, and City Fabrick to conduct several community outreach meetings for the Shalimar Park expansion. Conceptual renderings of different options are included as Attachment 1. In addition, the preliminary park design options were discussed with the City's Parks and Community Services (PACS) Commission on August 10, 2023.

The City released a Request for Proposals (RFP) in order to retain the services of a highly-qualified design firm with a specialty in park development projects.

File #: 23-1487 Meeting Date: 1/16/2024

The scope of professional services will include community outreach; presentations to Commissions and City Council; preparation of conceptual and schematic designs; final plans, specifications and cost estimates; bid assistance services; construction support; and other professional services necessary to complete the project.

ANALYSIS:

Staff advertised the project for architectural and engineering design services on September 5, 2023, and received seven (7) proposals from qualified bid proposers on October 16, 2023.

After careful review of the proposals, staff found Community Works Design Group, Inc. (CWDG) well qualified to perform the identified services at a competitive price of \$158,970. The submitted proposal represents a thorough understanding of the project, complies with City specifications, and presents innovative approaches to providing required services. Staff has determined the proposed cost for consultant services to be reasonable for meeting the City's requirements as listed in the scope of services. The cost for services is competitive and within industry standards for these specialized architectural and engineering services.

Therefore, staff recommends the City Council award a PSA to Community Works Design Group, Inc. (Attachment 2).

ALTERNATIVES:

The alternative would be to reject all proposals, re-advertise, and re-evaluate new proposals. Staff has determined that this will not result in a better outcome and will delay the project.

FISCAL REVIEW:

There is an adequate budget available for this contract to cover the design and construction phases. Funds are available from the \$1.0 million state budget earmarked from state Senator David Min adopted in Fiscal Year 2023-24 Capital Improvement Program (CIP) budget and other City funds for Shalimar Park budgeted in prior fiscal years.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and the proposed PSA and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This project works toward achieving the following City Council Goal:

Strengthen the Public's Safety and Improve the Quality of Life

File #: 23-1487 Meeting Date: 1/16/2024

CONCLUSION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Community Works Design Group, Inc., 7111 Indiana Avenue, Suite 300, Riverside, California in an amount not to exceed \$158,970 for the design of improvements and expansion of Shalimar Park.

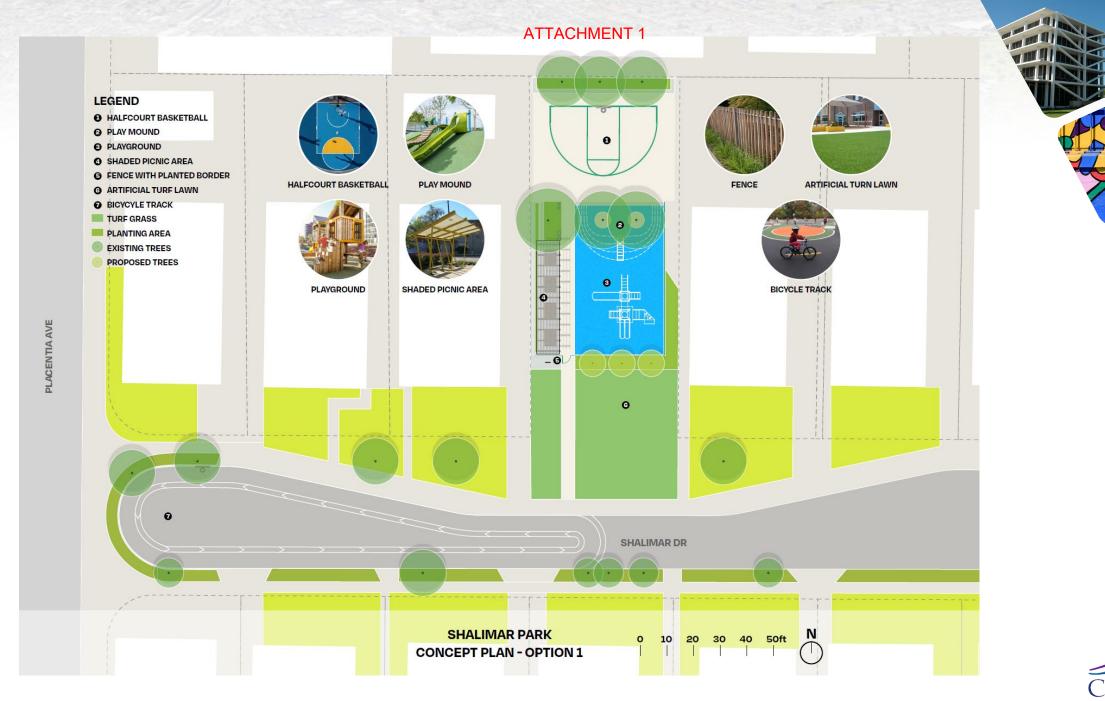
- 2. Authorize an additional ten percent (10%) contingency in the amount of \$15,897 as needed for any unforeseen costs related to this project.
- 3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement within Council authorized limits.

CONCEPTUAL RENDERINGS

SHALIMAR PARK



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ATTACHMENT 1











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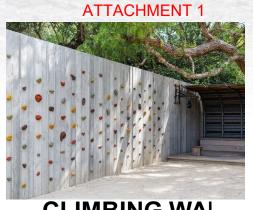
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CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT WITH COMMUNITY WORKS DESIGN GROUP, LLC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 16th day of January, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and COMMUNITY WORKS DESIGN GROUP, LLC, a California limited liability company ("Consultant").

RECITALS

- A. City proposes to utilize the services of Consultant as an independent contractor to provide engineering design services for expansion of Shalimar Park, 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. <u>Scope of Services</u>. 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. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. 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. <u>Warranty</u>. 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. <u>Non-Discrimination</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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. <u>Compensation</u>. Consultant shall be paid in accordance with the rates set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed One Hundred Fifty-Eight Thousand Nine Hundred Seventy Dollars (\$ 158,970.00).

- 2.2. <u>Additional Services</u>. 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. <u>Commencement and Completion of Work</u>. 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 until

January 15, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

- 4.2. <u>Notice of Termination</u>. 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. <u>Compensation</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. 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) 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. <u>Endorsements</u>. 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) 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."
 - (c) 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.
 - (d) 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. <u>Deductible or Self Insured Retention</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Non-Limiting</u>. 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. <u>Entire Agreement</u>. 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. <u>Representatives</u>. 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. <u>Project Managers</u>. 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. <u>Notices</u>. 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:

Community Works Design Group, LLC 7111 Indiana Avenue, Suite 300

Riverside, CA 92504

Tel: (951) 369- 0700 Attn: Scott Rice City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626

Tel: (714) 754- 5324 Attn: Irina Gurovich

Courtesy copy to:

City of Costa Mesa 77 Fair Drive

Costa Mesa, CA 92626

Attn: Finance Dept. | Purchasing

- 6.5. <u>Drug-Free Workplace Policy</u>. 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. <u>Attorneys' Fees</u>. 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. <u>Governing Law</u>. 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. <u>Assignment</u>. 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.
- 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 negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance 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 negligence, recklessness, or willful misconduct in 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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business. Consultant shall meet and confer with other parties regarding unpaid defense costs. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

- 6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.
- 6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

- 6.12. <u>Cooperation</u>. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.
- 6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents

furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

- 6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.
- 6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, et seq.) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.
- 6.17. <u>Prohibited Employment</u>. 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. <u>Costs</u>. 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. Binding Effect. This Agreement binds and benefits the parties and their respective

permitted successors and assigns.

- 6.21. <u>No Third Party Beneficiary Rights</u>. 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.
- 6.22. <u>Headings</u>. 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.
- 6.23. <u>Construction</u>. 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.
- 6.24. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.25. <u>Waiver</u>. 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.
- 6.26. <u>Severability</u>. 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.
- 6.27. <u>Counterparts</u>. 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.
- 6.28. <u>Corporate Authority</u>. 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.
- 6.29. <u>Executive Order N-6-22 Russia Sanctions</u>. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the

U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

[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:
Scott Rice President	
CITY OF COSTA MESA	
	Date:
Lori Ann Farrell Harrison 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:	
Irina Gurovich Project Manager	Date:
DEPARTMENTAL APPROVAL:	
Raja Sethuraman Public Works Director	Date:
APPROVED AS TO PURCHASING:	
Carol Molina Finance Director	Date:

EXHIBIT A CITY'S REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

ENGINEERING DESIGN SERVICES FOR THE EXPANSION OF SHALIMAR PARK, 782 SHALIMAR DRIVE, COSTA MESA RFP NO. 23-08D



PUBLIC WORKS DEPARTMENT
CITY OF COSTA MESA

Released on September 5, 2023

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REQUEST FOR PROPOSAL FOR ENGINEERING DESIGN SERVICES FOR THE EXPANSION OF SHALIMAR PARK

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for engineering design services for the Public Works Department. The awarded Contractor, (hereinafter referred to as "Contractor") 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 schedule for the design phase is anticipated to be six months; however, the term is expected to be for 2 years with 2, 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.

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 of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and South Coast Plaza, 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 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). The City's Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Public Works Department is unauthorized and will be considered invalid.

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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 Public Works 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:

RFP Issued September 5, 2023

None Mandatory Job-Walk Meeting September 25, 2023 at 11:00 a.m.

Deadline for Written Questions October 4, 2023

Proposal Received by City October 12, 2023 at 2:00 p.m.

Contract Approval**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 Services, 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.
 - a) The Consultant shall identify key project staff including sub-consultants that must have at least five (5) years of prior experience on similar types of projects. All Consultants responding to this Request for Proposals (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, understanding of the project, and responsiveness to the needs and concerns of the City of Costa Mesa and its residents.
 - b) The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within ninety (90) miles of the City.
- 4. All Proposers must identify the project manager, and the individual authorized to negotiate the contract on behalf of the consulting firm; and provide an organization chart showing all proposed key project team members and a staffing plan identifying responsibilities of personnel on this project and experience on other recent similar projects.

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:

- <u>Cover Letter:</u> 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.
- <u>Background and Project Summary Section:</u> 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 Services**, **Appendix A** of this RFP.
- <u>Project Approach & Methodology:</u> Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Services of this RFP. The section should include:
 - 1. Descibes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 - 2. Identifies the project's potential issues and response to them.
- Qualifications, Organization & Key Staff Experience: Describe the qualifications and experience of the organization or entity performing services/projects within the past five (5) years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 - 1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.
 - 2. Proposes adequate and appropriate disciplines of project team.
 - 3. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - 4. Overall organization of the team is relevant to City of Costa Mesa needs.
 - 5. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.
 - 6. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 - 7. Proposer has a system or process for managing cost and budget.
- Scope of Services to be Provided:

- 1. Proposed scope of services is appropriate for phases of the work.
- 2. Scope address all known project needs and appears achievable in the timeframes set forth in the project schedule.
- 3. Deliverables are appropriate to schedule and addresses all items in the scope set forth in the above requirements.

• Experience & Record of Success on Similar Projects:

- 1. Proposer has completed similar types of projects and worked consecutively through the design stages from preliminary design to final design.
- <u>Financial Capacity:</u> The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
- <u>Fee Schedule:</u> Provide a fee schedule/pricing information for the project as referenced in **Appendix B, Fee Schedule**. Proposals shall be valid for a minimum of 180 days following submission. All Proposers are required to use **Appendix B, Fee Schedule** and submit in a **separate file**.
- <u>Disclosure</u>: 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 not disqualify the firm from consideration.
- <u>Professional Services Agreement:</u> 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 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.
- <u>Checklist of Forms to Accompany Proposal:</u> As a convenience to Proposers, following
 is a list of the forms, <u>Appendix D</u> 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.

- <u>Preparation of Proposal:</u> 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.
- <u>Cost for Preparing Proposal</u>: The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee Schedule shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the total not to exceed cost.
- Forms to Accompany Proposal: Appendix D forms shall be attached at the end of the Proposal with the exception of the Fee Schedule which shall be submitted in a separate file.
- <u>Number of Proposals:</u> Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.
- <u>Submission of Proposals:</u> Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website no later than 2:00 p.m. (P.D.T) on October 12, 2022. 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.
- <u>Inquiries:</u> Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **October 4, 2023 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 to PlanetBids. 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 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 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, 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 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 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 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. Project Approach, Scope, & Methodology ----- 20%
 - 2. Qualifications, Organization & Key Staff Experience----- 40%
 - 3. Experience and Record of Success on Similar Projects --- 30%
 - 4. Cost Effectiveness ---- 10%
- **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.** <u>Responsiveness Screening</u>: 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.** <u>Initial Proposal Review:</u> 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 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.

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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 may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of October 30, 2023. 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.

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- **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. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to 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 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.

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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, **Appendix D** 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 D.
- **12. Conditions to Agreement:** The selected Proposer will execute a Professional Service 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 C** 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, Appendix D.
- **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 to Planetbids. Proposers should check this web page daily for new information.

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APPENDIX A

SCOPE OF WORK

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE DESIGN OF THE EXPANSION OF SHALIMAR PARK (782 SHALIMAR DRIVE, COSTA MESA)

I. INTRODUCTION

Shalimar Park is a small pocket park located at 782 Shalimar Drive. The existing park of approximately 0.18 acres, currently includes a playground featuring elements for 2-12 year old children, seating area and benches a concrete open area towards the rear of the park.

The City desires to retain the services of a highly-qualified firm with a specialty in park development to provide design services for improvements and expansion of Shalimar Park. The park can be expanded by narrowing Shalimar Street to approximately 24-feet to accommodate for two-way traffic and incorporating the additional space in the park. In addition, there could be opportunities to all play elements to the adjacent street cul-de-sac.

In addition, the preliminary park design options were discussed with the City's Parks and Recreation Commission at their meeting of August 10, 2023. The recording of the meeting is available on City website.

The selected Consultant team must possess a strong background in urban park planning and design. It is anticipated that the Consultant will be responsible for hosting community meetings, preparing conceptual and schematic designs based on the preliminary renderings, preparing budget level estimates, and conducting public presentations. Following selection of project concept, the consultant will prepare final design plan and specifications for the project and be available for construction support.

A. General Goals:

The City of Costa Mesa desires to retain the services of a consultant to plan and design the expansion of Shalimar Park.

The goals for the project are as follows:

- 1. Evaluate the park in order to determine exciting and innovative play elements for the expansion.
- 2. Conduct public workshops, progress meetings with stakeholders, and presentations to the Parks and Community Services Commission and City Council.
- 3. Develop the project in partnership local residents, and various City departments.
- 4. Develop all schematic designs for the expansion, including:
 - New play elements
 - Features such as picnic shelter, seating areas
 - Enhanced landscaping protecting as many mature trees as possible
 - A state-of-the-art lighting system
 - Fencing improvements

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The selected consultant will be responsible for the completion of the final design of Shalimar Park expansion, including the processing of all required permits.

B. Minimum Consultant Qualifications:

The Consultant shall identify key project staff including sub-consultants that must have at least five (5) years of prior experience on similar types of projects. All Consultants responding to this Request for Proposals (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, understanding of the project, and responsiveness to the needs and concerns of the City of Costa Mesa and its residents.

II. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 20 pages (excluding front and back covers, section dividers, and resumes) and to include the following:

- A. A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which the City should be made aware. The project approach shall contain clarifications or additional scope of work necessary for the successful completion of the project.
- B. A project team organization chart, identifying those who will perform the work, and a brief resume of each team member (including a list of similar type projects in which they have been directly involved) is required. Identify the Project Manager (PM) proposed for this project. The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified with the same requirements as the main consultant.
- C. A list of similar projects that your firm has completed within the last five years. Information should include: project description, agency or client name, along with the person to contact and the telephone number(s), year completed, and project cost.
- D. A proposed schedule indicating stages of work, timeframes, and ability to perform the required services in a timely manner with a construction start date of June 2024.
- E. Fee proposal in a separately sealed envelope containing the following:
 - 1. Cover letter stating the total lump sum fee.
 - 2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall list individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.

A None – Mandatory pre-proposal meeting and walk-through will be held on September 25, 2023, 11:00 a.m. at Shalimar Park located at 782 Shalimar Drive. All prospective bidders are strongly encouraged to attend this meeting. <u>All prospective bidders are strongly encouraged to attend this meeting.</u>

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III. CONSULTANT SELECTION COMMITTEE

The City of Costa Mesa Public Works Department has established a Consultant Selection Committee consisting of three members who have acted in the capacity of Project Manager. The Consultant Selection Committee will evaluate the consultant on their ability to do the following:

- A. Produce a well-engineered set of plans, specifications and estimates (PS&E) that will result in a minimum number of construction contract change orders.
- B. Produce an innovative and <u>detailed</u> set of construction documents, which reflect field conditions, including drainage and utility locations.
- C. Perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems.
- D. Provide the City with adequate estimates, quantity takeoffs, detailed drawings, etc., to allow for effective construction management and quality control of the project.

IV. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Proposal Selection Committee has evaluated all of the Consultants' proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "lump sum" fee submitted in the fee proposal.

Fee submitted shall include presentations at three community outreach meetings, one presentation to the Parks and Community Services Commission, one presentation to the Planning Commission, and one presentation to the City Council. These presentations may be outside of normal business hours and/or on weekends.

Consultant shall include an allowance line item in the fee proposal in the amount of \$10,000 for reimbursable expenses such as exhibits requested for community presentations and any utility agency fees. In addition, the consultant is requested to include an amount of \$10,000 in the fee schedule for the Design of Shalimar Park Expansion as a contingency to be used only as directed in writing by the City's Project Manager.

V. PROFESSIONAL SERVICES AGREEMENT

- A sample of the required Professional Services Agreement is enclosed for your information (Exhibit
 C). The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.
- B. No reduction of professional services, as stated in both the City's RFP and the consultant's submitted proposal, will be allowed.

VI. INSURANCE REQUIREMENTS

A Certificate of Insurance is enclosed for your reference (Exhibit D). Please refer to the sample agreement for the necessary amounts of general liability insurance, automotive, worker's

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compensation, and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement.

VII. SCOPE OF CONSULTANT SERVICES

The scope of the work includes developing preliminary 3D concepts, conducting public workshops, coordinating with the community, making presentations to Commissions and the City Council, and completing the final design for the selected concept. The work also includes identifying and designing supporting/ancillary facilities such as viewing areas, covered picnic shelters and bleachers, parking lot, etc.

A. Project Analysis and Review:

The Consultant will evaluate existing conditions, research existing City plans and records, perform field review and investigations, meet with City staff to define the detailed project scope and objectives (minimum four meetings), and ultimately implement the General Goals identified for this project. The Consultant will meet periodically with City staff and other advisory groups for appropriate guidance and coordination and determine the appropriate courses of action for obtaining feedback from the community. The Consultant will be required to conduct two community outreach meetings, and in addition, make public presentations before the Parks and Community Services Commission and the City Council. The Consultant shall take notes during the public presentations and workshop meetings and prepare meeting minutes that shall be submitted to City staff for approval within one week after the meeting.

B. Utility Investigation/Coordination:

The consultant shall notify all the utility companies; obtain plans of all existing utility facilities; and identify and precisely locate all utilities (both underground and overhead) within the project limits, including mains, service lines, meter boxes, valve cans, irrigation lines, drain lines, channels, traffic signal conduit, etc.

The consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; determine elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve any conflicts with utility companies.

The consultant shall obtain approval in writing from utility companies for any necessary utility work and clearance. The consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures."

The consultant shall submit all utility correspondences to the City.

B. Survey:

The Consultant shall plot the project schematic design conducting aerials and topographic surveys to provide the necessary information to complete the schematic design for the project.

The consultant shall plot the project design survey referencing all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on the

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drawings; provide centerline bearings with the basis of bearing referenced to a bearing on a latest recorded tract or parcel map nearest to the proposed site; and provide stations that shall be based upon and begun at nearest existing street centerline stations.

The consultant shall provide the following minimum survey information:

- 1. Obtain permission from all the landowners where topographic surveying is needed.
- 2. Perform a topographic survey and prepare a base map. The base map shall identify existing structures, utilities, roadways, trails, trees, etc., and other existing improvements within the project limits.
- 3. Provide typical cross-sections with existing elevations.
- 4. Show property lines and address numbers (50% screened), including City and County boundaries.
- 5. Show contour lines within the limits of the work and to 100-feet (minimum) beyond the grading limits to establish existing drainage patterns.
- 6. Attention to detail is essential. All existing improvements and features must be described and detailed on the plans.

Deliverables:

- 1. Progress prints and final survey plan, stamped by a licensed surveyor.
- 2. CD containing all pertinent electronic files (ACAD files including cross references and fonts, survey data, etc.)

C. Plans (Schematic Design Phase):

- Prepare initial 3D concept plans based on staff meetings and surveys for use in public workshops and meetings with stakeholders. Direction will be given at these meetings to finalize one recommended concept plan and one alternate concept plan prior to the scheduled public presentations (Parks and Community Service Commission, Planning Commission, and City Council).
- 2. Final concept plans must show the following levels of detail:
- Site plan showing the entire park
- Layout of the proposed park features
- Details (sections, plan and profile, materials, etc.) of Individual elements (playground equipment, picnic shelter, landscaping fencing options, etc.)
- 3-D (or Isometric) color renderings of proposed park and elements

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3. Prepare preliminary construction cost estimates for the options being presented.

D. Geotechnical Investigation:

The selected consultant will be required to conduct all the necessary geotechnical investigations to completely design the project.

E. Electrical Engineering Services:

The design of the new safety lighting systems will require the services of a licensed electrical engineer who must coordinate the work and obtain permits from Southern California Edison and the City's Building Division.

F. Plans:

- i. The consultant shall prepare construction drawings containing title sheet, general note sheet, plan sheets, typical cross section sheets, and detail sheets for the project. The title sheet shall contain a vicinity map and location map for the project.
- ii. The consultant shall plot typical cross sections illustrating existing and proposed conditions. The typical cross sections shall include existing and proposed elevations, stations, percent cross slopes, labeling, other information as outlined in the above Design Survey Section, and other required information.
- iii. The consultant shall plot existing improvements in broken or screened lines and place existing elevations in parenthesis.
- iv. The consultant shall incorporate the following minimum information on plan views: ROW, property lines, existing AC and PCC improvements, and all existing structures (power poles, storm channels, fences, trees, plants, grass, walkways, pull boxes, and sprinkler systems).

G. Specifications:

Prepare complete project specifications including Special Provisions (including permits from other agencies) and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City for incorporation into construction documents. A description for each bid item will be required.

H. Quantity and Cost Estimates:

Provide complete preliminary and final construction quantity and cost estimates for each one of the proposed phases. A preliminary estimate shall be provided at 70% and 100% complete submittals and a final estimate upon final submittal. With the final submittal, color-code one set of blue lines showing one color for each item of construction with dimensions, areas, quantities, and other items for each sheet, showing total quantities for each item on the first sheet. These quantities shall match the proposed final quantities. In addition, quantity takeoff sheets shall be provided by the consultant to aid the City during construction.

I. Construction Documents:

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Plans and specifications shall comply with standard drawings and specifications of the City of Costa Mesa and other agencies as applicable.

All construction drawings shall be provided to the City in both hard copy and electronic format.

Prepare one Resident Engineer's file. The file must contain a minimum of the following: preliminary and final construction quantities and cost estimates and updates, quantity takeoff sheets, calculation documents, fieldwork information, meeting minutes, utility coordination correspondence, geotechnical documents, survey and ROW information, and all other related correspondence. The consultant shall submit this file to the City in conjunction with the final submittal.

J. Project Document Submittal and Plan Information:

i. <u>Project Initialization and General Requirements:</u>

- a. Develop Project Schedule and Staffing Requirements.
- b. Locate electrical and irrigation POC's and initiate contact with the respective owners.
- c. Submit Monthly Progress Reports to the City.
- d. Participate in Periodic Meetings with City staff.
- e. Provide presentation to Parks and Recreation Commission outside of normal business hours
- f. Host neighborhood community meeting outside of normal business hours
- g. Provide three-dimensional computer renderings of proposed improvements at 30%, 60%, 90% and 100% completion.
- h. All required City-issued permits will be provided for free of charge for the design and construction of the project.
- Any other permits required for the project shall be obtained by the CONSULTANT. City will pay any fees to the respective agencies.
- j. Areas disturbed during the design and construction phases of this project must be restored to pre-existing conditions according to the City's requirements.
- k. Fieldwork will be conducted Monday through Friday from 7:00 a.m. to 5:00 p.m. or as authorized by the City. The City shall be made aware of work conducted outside of normal hours prior to commencement of said work. No work will be conducted outside of normal hours without City approval.
- I. Ensure that the project is designed and engineered to provide and maintain positive drainage flow.
- m. Ensure that standing/stagnant water is avoided due to vector concerns.

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ii. <u>Preliminary Engineering – 70% Complete PS&E's:</u>

- a. Conduct all topographic and property surveys and combine with available topographic surveys to create of base maps for the project.
- b. Conduct all geotechnical investigations necessary for the construction of the project.
- c. The selected CONSULTANT shall review field conditions with respect to storm drain maps and irrigation plans provided by the City and report any configuration errors or inconsistencies to the City for clarification or correction.
- d. Prepare Base Maps, Rough Grading Plan, proposed landscape, hardscape, irrigation and electrical improvements, including color renderings of the proposed park features and surfacing.
- e. This submittal must include all the proposed improvements, construction notes and as many details as possible.

iii. Preliminary Engineering – 100% Complete PS&E's:

- a. CONSULTANT shall address any comments from the City or other agencies generated from the 70% submittal.
- b. Based on the input received from the previous submittal, complete the design and prepare final PS&E's.
- c. Submit construction documents to the City of Costa Mesa Building Division and to other agencies and utility companies for review and to obtain preliminary approvals.
- d. Submit draft Storm Water Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP) in compliance with local, state and federal requirements.

iv. <u>Preliminary Engineering – Final PS&E's:</u>

- a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.
- b. Submit final set of PS&E's (printed and electronic formats) complete with the necessary instructions and details to carry out the work in accordance with the approved construction phasing. The final set of plans shall be printed and submitted electronically with each sheet stamped and signed.
- c. Submit final construction permits and approvals from City Departments, other agencies, and utility companies.
- d. Submit final SWPPP and WQMP.

v. Deliverables:

The CONSULTANT shall provide the City with the following:

a. For progress plan check submittals, in addition to the printed copies submitted for this phase, all plans and reports must also be submitted in electronic format (e.g. AutoCAD,

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Microsoft Word, Microsoft Excel).

- b. For the final construction and environmental documents, and supporting calculations, in addition to the printed copies submitted for this phase, all plans and reports must be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
- c. Approved permits.

K. Construction Support Services:

- 1. Respond to all Contractor Requests for Information
- 2. Review all Contractor Submittals
- 3. Attend weekly construction in-person progress meetings
- 4. Review and advise on any construction change order requests
- 5. Perform punch walk at the end of construction.

VIII. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for the following:

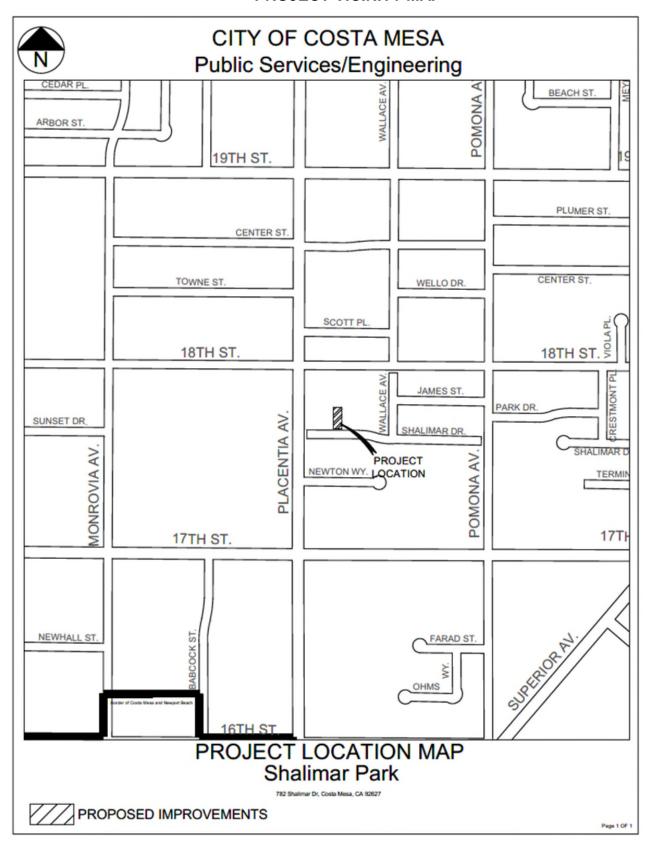
- a. Providing all available system maps, existing hardcopy plans, reports and records on file with the City.
- b. A primary contact/project manager and staff liaison for the project.
- c. The City will assist and distribute submittals internally to various departments for review for plan check.
- d. Publicity for all scheduled public meetings, including printing and signage, social media channels, website updates, and other communication channels as necessary.
- e. Access to all necessary facilities, including meeting rooms as necessary.

IX. ASSESSMENT OF WORK EFFORT PRIOR TO SUBMITTING REQUEST FOR PROPOSAL

Each Consultant must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful Consultant engineer of the obligations to carry out the provisions of the contract.

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PROJECT VICINITY MAP



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APPENDIX B

FEE SCHEDULE

The professional services contract will not be awarded based upon competitive bidding. The fee schedule should show the hourly cost of personnel per task under each phase, with a total not-to exceed amount for the project. The consultant's cost proposal for the prime and subcontractors should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees.

It is requested that the fee, including all meetings, reproduction, materials, mailings, and associated project expenses

NOTE: All originals of plans, field notes, data and calculations, correspondence, reports, electronic files, etc., will be turned over to the City upon completion of design. Five percent (5%) of the total contract fee will be withheld until the final PS&E, Resident Engineers File, and all project documents are submitted in acceptable form to the City.

SCHEDULE: The City anticipates a schedule of six (6) months to complete the scope of work for the project design.

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APPENDIX C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT WITH

THIS AGREEMENT is made and entered into this day of between the CITY OF COSTA MESA, a municipal corporation ("City"), and corporation] ("Consultant").		`	, .	•	
WITNESSETH:					

- 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. <u>Scope of Services</u>. 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. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. 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

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- (c) Terminate the Agreement as hereinafter set forth.
- 1.4. <u>Warranty</u>. 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. <u>Non-discrimination</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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. <u>Compensation</u>. 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. <u>Additional Services</u>. 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.

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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. <u>Commencement and Completion of Work.</u> 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. <u>Excusable Delays</u>. 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. <u>Term</u>. 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. <u>Notice of Termination</u>. 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. <u>Compensation</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. 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:

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- (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. <u>Endorsements</u>. 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. <u>Deductible or Self Insured Retention</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Non-limiting</u>. 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. <u>Entire Agreement</u>. 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. <u>Representatives</u>. 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. <u>Project Managers</u>. 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. <u>Notices</u>. 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:	IF TO CITY:
	City of Costa Mesa 77 Fair Drive
	Costa Mesa, CA 92626
Tel:	Tel: (714) 754-
Fax:	Fax: (714) 754-
Attn:	Attn:

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Provide courtesy copy to: City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Attn: Finance Department

- 6.5. <u>Drug-free Workplace Policy</u>. 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. <u>Attorneys' Fees</u>. 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. <u>Governing Law</u>. 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. <u>Assignment</u>. 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.
- 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. <u>Independent Contractor</u>. 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

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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. <u>Cooperation</u>. 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. <u>Conflict of Interest</u>. 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. <u>Prohibited Employment</u>. 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. <u>Costs</u>. 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. <u>No Third Party Beneficiary Rights</u>. 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. <u>Headings</u>. 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. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.24. <u>Waiver</u>. 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. <u>Severability</u>. 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

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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. <u>Counterparts</u>. 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. <u>Corporate Authority</u>. 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.

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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.

A municipal corporation	
	Date:
[Mayor or City Manager]	
CONSULTANT	
Signature	Date:
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	<u> </u>
DEPARTMENTAL APPROVAL	
Department Director	Date:
APPROVED AS TO PURCHASING:	
Finance Director	Date:

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APPENDIX D FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution

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VENDOR APPLICATION FORM FOR

RFP No. 23-08 ENGINEERING DESIGN SERVICES FOR THE EXPANSION OF SHALIMAR PARK

TYPE OF APPLICANT:	☐ NEW	☐ CURRENT VENDOR	
Legal Contractual Name of Corpo	oration:		
Contact Person for Agreement: _			
Title:	E-I	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:		Business Fax:	
Is your business: (check one)			
☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION			
Is your business: (check one)			
☐ CORPORATION	LIMITED	LIABILITY PARTNERSHIP	
☐ INDIVIDUAL	☐ SOLE PF	ROPRIETORSHIP	

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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 Numb	er:	
(If none, you must obtain a Costa Mesa Bus	iness License upon awaı	rd of contract.)
City of Costa Mesa Business License Expira	ation Date:	

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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. 23-08D FOR ENGNEERING DESIGN SERVICES FOR SHALIMAR PARK EXPANSION PROJECT at any time after September 5, 2023.

Signature	Date:
Print	_
	OR
a City Councilmember concerning RFP	resentatives have communicated after September 5, 2023 with P No. 23-08D FOR ENGNEERING DESIGN SERVICES FOR JECT . A copy of all such communications is attached to this
Signature	Date:
Print	_

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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?

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

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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."

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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: Facsimile Number: Telephone Number: **Email Address:** Contact person for accounts payable: Telephone Number: Facsimile Number: **Email Address:**

Email Address:

Name of Project Manager:

Telephone Number:

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Facsimile Number:

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.

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:

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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

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Addendum No. 1

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE SHALIMAR PARK, 782 SHALIMAR DRIVE, COSTA MESA, CA



CITY OF COSTA MESA

P.O. BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628·1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: SEPTEMBER 26, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE SHALIMAR PARK, 782 SHALIMAR DRIVE, COSTA MESA, CA

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-ma Irina.Gurovich@costamesaca.com. A COPY WILL NOT BE SENT BY MAIL.	ail a copy of this sheet to
Received by:	
Company:	
All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the respo	nsibility of each prospective
bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.	cfm?CompanyID=45476 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:

NON-MANDATORY JOB WALK	11:00 A.M., SEPTEMBER 25, 2023	COMPLETED
NON -MANDATORY JOB WALK LOCATION	782 SHALIMAR DRIVE, COSTA MESA	COMPLETED
DEADLINE TO SUBMIT QUESTIONS	OCTOBER 4, 2023	NO CHANGE
PROPOSAL DUE DATE	2:00 P.M., OCTOBER 12, 2023	NO CHANGE

REQUIREMENTS FOR PROPOSALS:

The three (3) copies of the proposal and three (3) copies of the fee proposal shall be mailed to the City and one (1) PDF file format of the proposal and one (1) PDF file format of the fee schedule shall be submitted online through the PlanetBids website.

CLARIFICATIONS TO REQUEST FOR PROPOSALS:

- 1. The City used the services of Pat West, LLC and City Fabrick to conduct several community outreach meetings for the Shalimar Park Expansion Project. The results of the outreach and preliminary renderings of park options are included in Attachment 1 of this Addendum.
- 2. The preliminary park design options were discussed with the City's Parks and Recreation Commission at their meeting of August 10, 2023. Please follow the link below to access the recording of the meeting:

Addendum No. 1

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE SHALIMAR PARK, 782 SHALIMAR DRIVE, COSTA MESA, CA

https://costamesa.granicus.com/player/clip/4023?view_id=14&redirect=true&h=3d33e5997853f0252f04b78227d2140e

3. The sign-in attendance sheet from the job-walk held on 09/25/2023 included in this addendum as an Attachment 2.

Please acknowledge receipt of Addendum 1 on your Proposal and by email per instruction in the first page of this addendum.

Attachments:

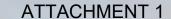
1. Attachment 1 - Conceptual Rendering for Shalimar Park

Gurovich

2. Attachment 2 - Sign-in Sheet

Irina Gurovich

Associate Engineer



CONCEPTUAL RENDERINGS

SHALIMAR PARK



ERTZOG COMMUNITY GENERALINE













PLAYGROUNE







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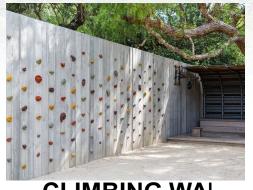
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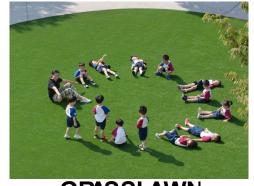
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THE EXPANSION OF SHALIMAR PARK,

782 SHALIMAR DRIVE, COSTA MESA RFP 23-08D

WALK-THRU ATTENDANCE LIST

Monday, September 25, 2023 11:00 am at the project site

		AND THE PROPERTY OF THE PROPER
NAME	COMPANY	CONTACT
Angela	ıma degign	Phone: 949 466-315 2
WOODWARD		E-mail: quaduarde mades 9n. com
THI GOTO	MARK THOMAS	Filolie. 949 -632-5087
0:-114.0		E-mail: tgoto@ markthomas.com
PICHARD	ARCHITERA	Phone: 909 - 484 - 2800, x 1002
KRUMWIEDE		E-mail: over ele carchiterra de sign
Mychal Moser	DBI A Francisco	Phone: 888-714-9642
Mychai Moser	PBLA Engineering	E-mail: MMOSE(@pbla,biz
TOTTC 11	DRIAC	Phone: 909-322-5590
Jeff Scott	PBLA Engineering	E-mail: jscott@pbla.biz
C.C. La Grange	Olas Malada	Phone: 7,4,966,9220
the Latinge	PlaceWorks	E-mail: Clagrange Plakworks, an
Allie Staffird	David Volz Design	Phone: 714 (23) 1400
11116 2101 1110		a lattora a avaization.
		Phone: 949-526-8462 com
CHRIS RIDEOUT	BKF ENGINGER	E-mail: CRIDEOUT CBKF. COM
1 71 - 0	1 0	Phone: (619) 768-6784 x 151
Kristen Gros	1DS Group	E-mail: Kristen, gros@idsgi. com
Ganos: I mana		Phone: (951) 688-0440 Ext122
Genesi Lozovio	TXE Engineening	E-mail: G 1200 a D C 1100 a C 1 1 1 1
C -	•	Phone: Phone:
Gienn Fong	CAlvada Surveying	Phone: 951-280-9960 E-mail: -
. 0	AESCO SILVEYING	Phone: 7111 1111 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Omar Chamaa	Geotechnical	Phone: 714-414-6795
		E-mail: Omar. chamagaqescotech com
Tom MUNOZ	MUVIS	Phone: 7/4-754-731/
		E-mail: + muno 20 nuvis. net
	Pg.1	

THE EXPANSION OF SHALIMAR PARK,

782 SHALIMAR DRIVE, COSTA MESA RFP 23-08D

WALK-THRU ATTENDANCE LIST

Monday, September 25, 2023 11:00 am at the project site

NAME	COMPANY	CONTACT	
Valente Martinez	City of Cost Mess	Phone: 714-327-7489 E-mail: Valante, Marthura Cistanesse	19.50V
ROB RYAJ	CITY OF COSTA MUSS	E-mail: ROBERT, RYAN @ COSTA	
George Certer	City of Costa Mue	E-mail: See recontene cost comesa	
Augel Garcia	City of Costa Mesa	Phone: 714 754 5072 E-mail: Angel Garcial conformers cu. go.	
Monique Villasene	r City	Phone: E-mail:	
Raja	City of Caste Musa	Phone: E-mail:	
ADRIAN ANDERSON		Phone: E-mail: adrian, anderson pidsa	i Cas M
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REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE SHALIMAR PARK, 782 SHALIMAR DRIVE, COSTA MESA, CA



CITY OF COSTA MESA

P.O. BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628:1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: October 11, 2023

TO: **ALL PROSPECTIVE BIDDERS**

SUBJECT: ADDENDUM NO. 2 - REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE SHALIMAR PARK, 782 SHALIMAR DRIVE, COSTA MESA, CA

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 Irina.Gurovich@costamesaca.com. A COPY WILL NOT BE SENT BY MAIL.

Received by:			
-			
Company:	 	 	

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 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:

11:00 A.M., SEPTEMBER 25, 2023 NON-MANDATORY JOB WALK COMPLETED

NON -MANDATORY JOB WALK LOCATION 782 SHALIMAR DRIVE, COSTA MESA COMPLETED

DEADLINE TO SUBMIT QUESTIONS OCTOBER 4, 2023 COMPLETED

CHANGED TO 2:00 P.M., OCTOBER 16, 2023 PROPOSAL DUE DATE

PROPOSAL DUE DATE:

The proposal due date, which was scheduled for Thursday, October 12, 2023, at 2:00 P.M. has been postponed to Monday, October 16, 2023 at 2:00 P.M.

Addendum No. 3 will be issued by Thursday, October 12, 2023 that will provide answers to the questions that were received through emails and at the job walk.

Please acknowledge receipt of Addendum No. 2 on your Proposal and by email per instruction on the first page of this addendum.

iner Gurovich Irina Gurovich

Associate Engineer

Addendum No. 3 ATTACHMENT 2

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE SHALIMAR PARK, 782 SHALIMAR DRIVE, COSTA MESA, CA



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE

CALIFORNIA 92628·1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: OCTOBER 12, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 3 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE SHALIMAR PARK, 782 SHALIMAR DRIVE, COSTA MESA, CA

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 Irina.Gurovich@costamesaca.gov. A COPY WILL NOT BE SENT BY MAIL.
Received by:
Company:
All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 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:

NON-MANDATORY JOB WALK 11:00 A.M., SEPTEMBER 25, 2023 COMPLETED

NON -MANDATORY JOB WALK LOCATION 782 SHALIMAR DRIVE, COSTA MESA COMPLETED

<u>DEADLINE TO SUBMIT QUESTIONS</u> OCTOBER 4, 2023 COMPLETED

PROPOSAL DUE DATE CHANGED TO 2:00 P.M., OCTOBER 16, 2023

EMAIL CORRECTION: The email address to submit the addendum has been corrected and should be Irina.Gurovich@costamesaca.gov

CLARIFICATIONS TO REQUEST FOR PROPOSALS:

The following questions were received at the pre-proposal meeting and through email with subsequent answers and clarifications:

1. The RFP indicates the design team is to provide constructability review of their construction documents. As it is difficult for a firm to provide an objective review of their own work is this to be performed by a third-party firm?

- A. Constructability review of the construction documents will be performed by the members of the Consultant Selection Committee. The selected consultant will not be a part of the Committee.
- 2. On pages 3-5 of the RFP there are "1. Proposal Format Guidelines;" however, on page 13 in Appendix A there is also "II. CONTENT OF PROPOSAL." Though some of the requirements listed in the two places are similar, there are differences, and both state that the order and content must be adhered to. Can you provide a single outline of what items are required, in what order (if that matters to you), and which items are included in the 20-page limit and which are not?
 - A. The consultants shall follow the instruction provided on pages 3-5 of the RFP in section "1. Proposal Format Guidelines". Cover Letter, Financial Capacity, Fee Schedule, Disclosure, any Professional Services Agreement exceptions. All the forms on the Checklist of Forms to Accompany Proposal along with Covers, Dividers, and Table of Contents are excluded from the 20-page limit.
- 3. May we assume, from reading the requirements on page 13, that the items asked for on pages 3-5 but not on page 13—Cover Letter, Financial Capacity, Fee Schedule, Disclosure, any Professional Services Agreement exceptions, and all the forms on the Checklist of Forms to Accompany Proposal—along with Covers, Dividers, and Table of Contents are excluded from the 20-page limit?
 - A. Cover Letter, Financial Capacity, Fee Schedule, Disclosure, any Professional Services Agreement exceptions, and all the forms on the Checklist of Forms to Accompany Proposal along with Covers, Dividers, and Table of Contents are excluded from the 20-page limit.
- 4. Please clarify existing budget for the park design/construction.
 - A. The total budget for the park design and construction of the park is \$2 Million.
- 5. Can the City share digital copies of park design concepts and materials, including any improvement budget, prepared by City Fabrick in the conceptual phase?
 - A. The City provided the concept design prepared by City Fabrick with Addendum
- 6. On page 14 of the RFP under VI. INSURANCE REQUIREMENTS it states "A Certificate of Insurance is enclosed for your reference (Exhibit D)." However, no Exhibit D is enclosed. If this is important, will you provide in an Addendum?
 - A. The Sample of the Certificate of the Insurance is enclosed for your reference.
- 7. Are the street improvements to be a part of the park scope of work? If so, is alternative funding available for them (including design services)? Will alternate designs for expanding the park be entertained? (different styles of chokers).

- A. The street improvements will not be part of the scope of work. Alternative designs for expanding the park will be entertained including different styles of chokers pending they ensure that bicycle safety and mobility is not compromised and that streets are still wide enough to accommodate emergency vehicles.
- 8. Will the 4 meetings with City staff be required to be in person or is online acceptable?
 - A. The meetings will be required to be in person.
- 9. Section IV requires 3 community outreach meetings while Section VII only requires two. Please clarify how many meetings will be required.
 - A. The Consultant will be required to conduct presentations at three (3) community outreach meetings, one (1) presentation to the Parks and Community Services Commission, one (1) presentation to the Planning Commission, and one (1) presentation to the City Council. These presentations may be outside of normal business hours and/or on weekends.
- 10. How many views for the 3D renderings does the City anticipate for presentations to Stakeholders and community?
 - A. The 3D renderings should be available for all 6 presentations itemized above in question 9 (3 community outreach meetings, 1 Parks and Community Services Commission, 1 Planning Commission and 1 City Council meeting).
- 11. Will the City require an arborist report for existing trees?
 - A. No. The selected consultant will work with the City arborist throughout the design for the evaluation of the existing trees.
- 12. Will the consultant need to prepare bilingual (Spanish) outreach materials and bilingual services for community outreach meetings?
 - A. Yes, the City will require the selected consultant to prepare the bilingual (Spanish) outreach materials and provide the bilingual services for community outreach meetings. The City will provide bilingual services at the two (2) Commission meetings and at the City Council meeting.
- 13. Are we to include the design of separate park elements within the cul-de-sac as portion of the proposal?
 - A. Yes. The design of separate park elements within the cul-de-sac is the portion of the proposal.

- 14. Will the public street improvements require a separate submittal to Public Works?
 - A. The public street improvements will not require a separate submittal to Public Works.
- 15. The RFP Scope Survey section #5 requests contours 100' beyond the limits of grading, which would extend within private property. Would aerial or conventional survey be expected to obtain existing topo beyond the City property? If yes, then per RFP Survey section #1, will the consultant be required to request access directly from landowners to perform an exterior topographic survey of private parcels adjacent to the site to satisfy RFP Survey section #5 scope? Often the landowner is not on site.
 - A. Yes. The consultant will be required to request access directly from landowners.
- 16. Security cameras were mentioned during the site walk but are not included in the RFP scope of work. How many cameras are to be included in the scope of work and does the City use wireless communications?
 - A. While not required in the RFP scope of work, the City would like to consider an 'additive extra' proposal for security cameras. The number of cameras would be 'as necessary' and the City does utilize wireless communications.
- 17. What is the required construction duration?
 - A. The construction duration will be determent during design of the project and will be calculated based on the proposed scope of work.
- 18. Appendix B, fee schedule, 2nd paragraph appears to be truncated. What is being requested?
 - A. The second paragraph of Appendix B, Fee Schedule shall be read as follow: It is requested that the fee, including all meetings, reproduction, materials, and associated project expenses, be itemized for the project with a total not-to-exceed amount.
- 19. RFP Construction Support Services Section K #3 requests weekly in-person progress meeting attendance, can these meetings be virtual?
 - A. The meetings are going to be in-person.
- 20. Please clarify if the environmental documents, mentioned in RFP section J.v.b., are to be prepared by others, not consultant team.
 - A. The selected consultant will be required to prepare the environmental documents if it is the part of the design and the scope of work.

Addendum No. 3 ATTACHMENT 2

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE SHALIMAR PARK, 782 SHALIMAR DRIVE, COSTA MESA, CA

The contents of this 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 line.curovich@costamesaca.gov.

Please acknowledge receipt of this bid addendum by filling out and signing within the rectangle on the first page of this bid addendum and e-mailing it to *Irina.Gurovich@costamesaca.gov*.

Irina Gurovich Associate Engineer

Attachment: COI Sample

iner Gurovich





ATTACHMENT 2

10/04/2023

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW: THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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ACORD 25 (2016/03)

ACORE

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ATTACHMENT 2 WC0403, 4

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before a loss

Job Description

Job performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-14-2023 Policy No. Insured Insurance Company

Endorsement No. 1

Insurance Company RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

- 1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included *product-completed operations within the hazard".
- The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.
- The following is added to SECTION III H.2. Other Insurance - COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II -LIABILITY)

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
- 4. The following is added to SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us - COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II -LIABILITY)

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

PPB 304 02 12 Page 1 of 1

EXHIBIT B CONSULTANT'S PROPOSAL



PROPOSAL FOR PROJECT NO: 23-08D PROFESSIONAL ENGINEERING DESIGN SERVICES FOR:



EXPANSION OF SHALIMAR PARK

OCTOBER 16, 2023

SUBMITTED BY:

COMMUNITY WORKS DESIGN GROUP

LANDSCAPE ARCHITECTURE & PARK PLANNING

7111 INDIANA AVENUE, SUITE 300 RIVERSIDE, CA 92504





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October 16, 2023

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Attn: Public Works Submitted Electronically via PlanetBids



RE: Proposal for Engineering Design Services for Expansion of Shalimar Park

Dear Members of the Consultant Selection Evaluation Committee:

On behalf of the Community Works Design Group (CWDG) team we are pleased to present this proposal for Professional Landscape Architectural Design Services for the Expansion of Shalimar Park for the City of Costa Mesa. A member of our team (TKE) attended the Pre-Proposal Meeting on September 25, 2023 and we have reviewed the RFP and three (3) Addenda, we believe we have a strong understanding of the City's proposal and expectations.

Our team prides iteself on creating equitable, accessible and meaningful public spaces and parks. We have reviewed the Concept Plans developed through the community input and can help the City bring the community's vision to fruition. We are well versed in preparing plans for park expansion projects, we will walk the City through important decisions to maximize the available budget and community's desires.

All improvements in the City's RFP are things that we have done recently and often, and can design efficiently, thoroughly and beautifully for the City of Costa Mesa!

We look forward to discussing this project in more detail with the City! We confirm our included fees are a total lump sum fee.

With gratitude,

COMMUNITY WORKS DESIGN GROUP, LLC

Scott Rice ASLA, LEED AP, CASp

President

Landscape Architect CA #5111 / NY #2645

Certified Access Specialist CASp-709

scott@cwdg.fun



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BACKGROUND & PROJECT UNDERSTANDING

The Community Works Design Team has designed over 300 parks in the last 5 years. Our team prides ourselves on designing parks and public spaces that reflect the community's needs and values while creating a usable and accessible space for residents to use.

We understand the Shalimar Park serves an important role of providing recreation and open-space to the surrounding community. We understand the City hopes to explore new opportunites to expand the park. The park can be expanded by narrowing Shalimar Street to approximately 24-feet to accommodate for two-way traffic and incorporating the additional space in the park.

Our team understands the City's goals for the project are as follows and the City would like the design phase completed within six (6) months:

- 1. Evaluate the park in order to determine exciting and innovative play elements for the expansion.
 - Our team has had great success in retrofitting and expanding play areas to add new fun equipment which focuses on expanded accessibility. We have long-time relationships with all of the main playground equipment vendors and have even gotten them to participate in friendly competitions for community voting of the best design.
- 2. Conduct public workshops, progress meetings with stakeholders, and presentations to the Parks and Community Services Commission and City Council.

CWDG prides itself on inclusive outreach and input opportunities, we offer multi-lingual campaigns and multi-platform opportunities for the community to share their ideas and concerns. We seek for each project to fulfill the community's growing wants and needs, as well as an opportunity to bolster community identity and source of pride. Our team is currently working with the City of Laguna Beach on their Playground Master Plan doing just that.

3. Develop the project in partnership local residents, and various City departments.

Two of our team's Directors have held Senior Management positions with public sector agencies. Dan Burkhart served as the City of Yorba Linda's Senior Landscape Inspector and ISA Arborist and Analicia Escobar-Gomez served as Riverside County Regional Park and Open-Space's Senior Park Planner. Additionally, Scott Rice currently serves as the City of Highland's Landscape Architect. We understand the importance of involving key stakeholders as well as maintenance staff into all facets of project planning.

- 4. Develop all schematic designs for the expansion, including:
 - New play elements
 - Features such as picnic shelter, seating areas
 - Enhanced landscaping protecting as many mature trees as possible
 - A state-of-the-art lighting system
 - Fencing improvements



PROJECT APPROACH AND METHODOLOGY

Design Expertise: CWDG has successfully completed 300 Parks and Recreation projects in the past five (5) years. Our team stays up to date on water wise landscaping and irrigation. In addition, our project team recently completed the City of Perris' Enchanted Hills Parks SITES Certification process. Throughout this process our team developed a protocol of low impact development best practices and design standards we strive to integrate into all of our projects.

Site Specific Master Planning & Concept Development:

Our team excels at developing master plans and multi-phased developments. In addition to vibrant master plan documents our team also develops photo realistic 3-D renderings as part of our design process to ensure a fully cohesive and integrated site. This process always us to make proactive design decisions for vertical plane elements. We find the 3-D visuals also help garner excitement around important projects and are an integral tool for funding support. As a standard practice, we provide scaled 3-D modeling to help the community understand how the proposed park improvements will actually appear, to help identify any conflicts well ahead of construction.





Above: Left: Dolores Huerta Park playground and thematic wind screen for Futsal Multi-Use Courts in Fresno, CA. Right: Northside Heritage Meadows urban farming & education center with Memorial community gardens in Riverside, CA.

Community Outreach:

CWDG recognizes the need for all voices in a community to be heard and incorporated into thoughtful designs. We understand the City of Costa Mesa would like to host bilingual meetings. Our team aims to ensure all members of the community have the opportunity to participate in community outreach and planning processes.

Our team is currently working on final touches for the design of Dolores Huerta Park for the City of Fresno. As part of the preliminary design process, CWDG worked with the City to create a community outreach campaign in 4 different languages (Spanish, Punjabi, Hmong and English), to best serve their community. We feel Costa Mesa would be a great community to implement this type of inclusive and equitable approach to design.

We employ what we call the "FUNnel" approach to take the multitude of "wants" and narrow them down to a final concept that reflects the best interests of the City and its constituents- and we do so in a FUN way! We typically start by gathering general information by means of online and mail-out surveys ahead of the public design meetings, with ongoing input from the City, so that we can begin to prepare informed design decisions to facilitate a conceptual design that reflects the community's interest and not OUR interests.

PROJECT APPROACH AND METHODOLOGY

Meetings and Presentations:

Our team has experience presenting to a variety of City Staff, Boards and Commissions. Scott Rice and Analicia Escobar-Gomez both have experience presenting to special commissions, City Councils and other committees. We also find commissions and committees are a great place for garnering project feedback and support. It is often a good place to start soliciting feedback by going where people are already meeting.

Utility Search and Coordination:

Our team has extensive experience with utility coordination. In addition, our subconultants, Design West Engineering and TKE will assist these coordination efforts.

Contract Documents:

Our team focuses on constructibility by creating Construction Drawings will include site plans and details for all aspects of demolition, construction, civil, grading, planting, irrigation and specialty plans. Our construction details are crafted from a constructibility standpoint, supplemented with item-specific notes that reduce contractor "artistic license" and reduce likelihood of RFI's. Plans will identify recommended suppliers and products, with emphasis given to local sources, sustainable concepts, recycled/ recyclable materials, and durability of products. Each member of the CWDG team integrates their strengths, expertise and experience to ensure the best designs and most complete, constructible, contract documents are completed on time and within budget for each project we take on.

Cost Estimating:

We regularly prepare detailed construction plans, details, specifications and estimates for park projects, and strive to make our construction drawing packages the most biddable and buildable across the industry. Since we perform Landscape Plan Check for various agencies, our finger remains on the pulse of the industry, and are able to glean tips and tricks to making plans more readable, maintaining a good balance of notes and clarifications without overwhelming the drawings with redundant information. We are regularly receiving bids for various public work projects. Upon receiving the bid we also request from the two apparent low bidders their unit prices. We incorporate these updated unit prices into our own in-house cost estimates. This allows our firm to provide up-to date cost estimates for our clients.

Permits:

Our team has first hand plan check experience which comes in handy when it comes time to assist the City in obtaining approvals and/or permits from applicable agencies as needed.

Quality Control:

Our team prides itself on Quality Control/ Quality Assurance for every project we complete. As part of our project initiation we utilize Basecamp as a means to document decision making, capture City standards and review design checklists throughout the life of a project. Our team offers a hands-on approach and utilizes various expertise and experience to inspect and review throughout the design and construction process.



QUALIFICATIONS, ORGANIZATION & KEY STAFF EXPERIENCE:



The Community Works Design Group team is confident that we can provide the City of Costa Mesa with the high level of detail and attention in Professional Design Services that we have provided to our numerous municipal clients throughout our 38 years of experience in park and public landscape planning and landscape architecture.

Our Principal and two of our dedicated Directors/Senior Project Managers hold current Landscape Architect licensure in the State of California:

Scott Rice LLA #5111

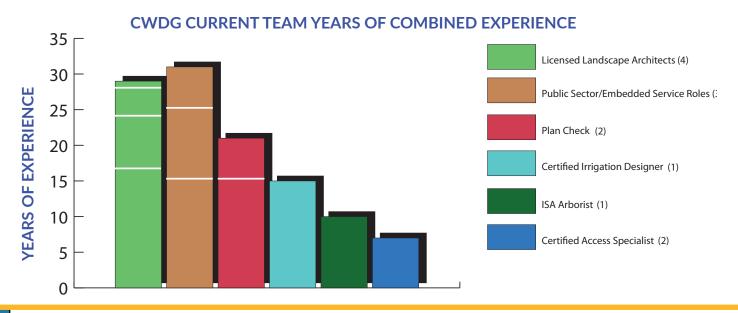
Dan Burkhart LLA #6092

Allison Rush LLA #6378

Licensed continuously since October 2005 (17+ years)
Licensed continuously since August 2015 (7+ years)
Licensed continuously since August 2018 (4 years)

Additionally, our team holds a variety of Certifications that boost our abilities in the Landscape Architectural realm, including the following:

- Certified Access Specialist (CASp)
- Certified Landscape Irrigation Auditor (CLIA)
- Certified Irrigation Designer (CID)
- Certified Playground Safety Inspector (CPSI)
- SITES Accredited Professional (SITES AP)
- LEED Accredited Professional (LEED AP)
- ISA Certified Arborist (ISA)





KEY STAFF

PRINCIPAL:



Scott Rice ASLA, LEED AP, CASp

President- Principal Landscape Architect

Scott applies his 20+ years of landscape architecture knowledge to oversee all work completed by the CWDG as our firm's President and Principal Landscape Architect. In addition, Scott is one of the only three licensed landscape architects in the State of California to also be a Certified Access Specialist.

SENIOR LEVEL STAFF:



Dan Burkhart ASLA, ISA, sUAS

Senior Landscape Architect- Director Of Implementation + Value Dan is our firm's subject matter expert on all things revolving around constructability. From cost estimating to inspections, Dan does it all. He is also a Certified Arborist and FAA Drone Pilot. As a former Senior Landscape Inspector, Dan is our go-to buildability questions.



Allison Rush ASLA, CASp

Senior Landscape Architect- Director Of Design + Creativity

Allison is our team's point person for creating beautiful project plans and a cohesive vision for our firm and clients. She excels at understanding how best to configure and optimize outdoor spaces for the health and enjoyment of users of all ages and abilities, recently joining Scott as a Certified Access Specialist. Allison also has a strong grasp of designing with various digital media techniques, including CAD, 3-D modeling and photo simulation.



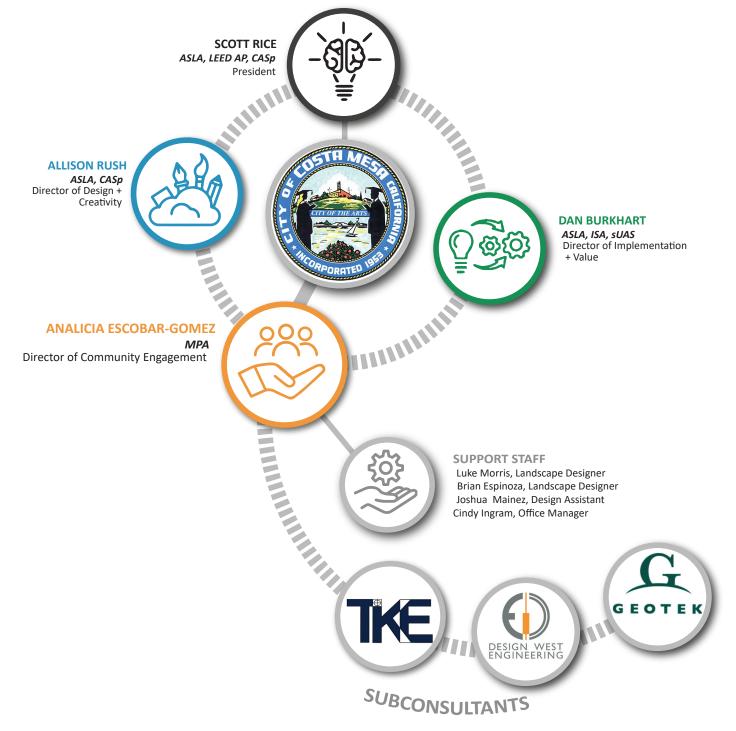
Analicia Escobar-Gomez MPA

Senior Project Manager- Director Of Community Engagement

Analicia has experience as a designer, contractor, and public sector planner lending our firm a unique perspective when problem solving for our municipal clients. She is passionate about equity and inclusion and loves working on community based design work.

TEAM ORGANIZATION

The Community Works Design Group (CWDG) team will be led by **Scott Rice**, Principal Landscape Architect. Scott will be our primary contact person for City of Costa Mesa. Scott has developed a long-lasting reputation for providing responsive and efficient "extension of City staff" services to our municipal clients. Scott will be directly assisted by **Analicia Escobar-Gomez**, Senior Project Manager and Director of Community Engagement, and **Dan Burkhart**, Director of Implementation + Value. We confirm the City of Costa Mesa will be notified of and approve any changes of project personnel.





SUBCONSULTANT TEAM

While the Community Works Design Group team will perform the majority of potential project scope for the City of Costa Mesa, our team also includes the following subconsultants to lend their expertise:



TKE will provide all Surveying, and Civil Engineering services for the Eva Dell Park Renovation project. We (CWDG) have teamed with TKE on many successful projects across Southern California. They continue to proudly serve Southern California as a comprehensive multi-disciplined firm offering municipal/ city consulting, general civil engineering, land surveying, hydrological studies and drainage design solutions, storm water management treatment, retention, infiltration, design, permitting and reporting assistance, water quality management standards development, and implementation assistance, and public works inspections.

TKE will be represented by Terry Renner, P.E., Q.S.D., Senior Vice President.



Design West Engineering (DWE) will provide all Electrical Engineering and Dry Utility design/ coordination services for this project. We (CWDG) have teamed with DWE on many successful park projects across Southern California.

DWE will be represented by Roy Morales, Electrical Engineering Department Head. With over 25 years of experience, Roy contributes a high level of expertise in electrical applications, including parks and community facilities.



GeoTek will provide all geotechnical investigation for the project. We (CWDG) have teamed with GeoTek on many successful park projects across Southern California.

GeoTek will be represented by Kyle McHargue. Kyle has performed many geotechnical investigations throughout Orange County and neighboring cities, and is very familiar with the local permit requirements.

EXPERIENCE AND TECHNICAL COMPETENCE

The CWDG Team is primed and ready to serve a client like the City of Costa Mesa on this project. We have had tremendous success of performing multi-site improvement plans and renovations for cities such as the City of Perris, County of Riverside, City of Cypress, and currently, the City of Ontario. From skate parks to dog parks, our firm has designed it all. Our team includes two of the only three Certified Access Specialists (CASp) who are also licensed Landscape Architects in the State of California, accessibility is our top priority for each project and client. We also aim to design each project with a unique identity and meaningful sense of place for each of the communities they serve.

In the <u>last 5 years</u>, CWDG has designed and/or overseen the construction of **over 25 Park Renovation Projects and 10 New Parks Featuring**:



















RELEVANT EXPERIENCE AMENITIES LEGEND



Drought Tolerant Planting



Playground



Restrooms



Exercise Equipment



Concessions



Splashpad



Picnic Shelter



Dog Park



Walking Paths



BMX Course



Baseball Field



Community Garden



Softball Field



Interpretive Signage



Soccer Field



Public Art



Basketball Court



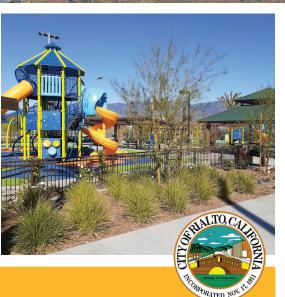
Sports Lighting



Skate Park

































FRISBIE PARK

EXPANSION & RENOVATION CITY OF RIALTO

CWDG INVOLVEMENT:

Community Outreach, Conceptual Design, 3D Modeling, Construction Drawings, Construction Administration

CONTACT:

Ted Rigoni, PE **Engineering Manager** (recently retired) tedrigoni@gmail.com

2020 **DECEMBER**

Completion:

16.7 **ACRES**

Project Size:

\$18 MILLION

Project Cost:



The CWDG team served as the prime consultant for several park projects for the City of Rialto. Frisbie Park Expansion, was led by Scott Rice, who was directly assisted by Allison Rush and Kay Kite. The Frisbie Park expansion was designed with direct input from City Maintenance staff, including materials selection and amenity arrangement to allow proper clearances for service equipment. CWDG conducted a complete analysis and renovation of all accessibility (ADA) aspects of existing park, led by CWDG's in-house Certified Access Specialist (CASp). Our team seamlessly integrated new ballfields and amenities into the existing park while, protecting several existing heritage trees.





























BUD BENDER PARK

EXPANSION & RENOVATION CITY OF RIALTO

CWDG INVOLVEMENT:

Community Outreach,
Conceptual Design,
3D Modeling,
Construction Drawings,
Construction Administration

Completion:

2016

Project Size:

8ACRES

Project Cost:

\$2.5 MILLION

CWDG served as the City of Rialto's Prime Consultant for the Bud Bender Park Renovation. The team was led by Scott Rice, who was directly assisted by Allison Rush and Kay Kite. CWDG worked diligently to provide modern park amenities while preserving large mature shade trees, a group picnic shelter, and an Adobe building. In addition to preserving large mature oak trees throughout the site, the team was also able to correct the existing ballfield orientation by shifting the outfield. The site serves the City's Pony League and was the first designated Dodger's Dreamfield in San Bernardino County.

























LEXINGTON PARK

NEW DEVELOPMENT
CITY OF CYPRESS

CWDG INVOLVEMENT:

Community Outreach,
Conceptual Design,
3D Modeling,
Construction Drawings,
Construction Administration

CONTACT:

Nick Mangkalakiri, PE City Engineer nmangkal@cypressca.org Completion:

2022 MARCH

Project Size:

ACRES

Project Cost:

\$13.2 MILLION





CWDG served as prime consultant for the design of Lexington Park which included soccer fields, a shaded plaza, pickleball courts and more. Our team was led by Scott Rice, who was directly assisted by Allison Rush, Kay Kite and Dan Burkhart. The CWDG team also assisted the City of Cypress with their Oak Knoll Park renovation project which included a new restroom and concession stand building, as well as addressing path of travel accessibility to the new amenities.







LEXINGTON PARK & OAK KNOLL PARK







OAK KNOLL PARK CYPRESS, CALIFORNIA

RESTROOM/ CONCESSION BUILDING





































NEW DEVELOPMENT CITY OF PERRIS

CWDG INVOLVEMENT:

Community Outreach, Conceptual Design, 3D Modeling, Construction Drawings, Construction Administration

CONTACT:

Sabrina Chavez Director of Community Services (951) 435-7220 ext. 278 schavez@cityofperris.org Completion:

2022 **AUGUST**

Project Size: 10 **ACRES DEVELOPED** Project Cost:

\$10.5 MILLION





CWDG served as prime consultant for the design and construction of Enchanted Hills Park for the City of Perris. As prime consultant, our team oversaw, Geotechnical, Civil Engineering, MEP Engineering, Skate Park Consultants, and more. Our team was led by Scott Rice, who was directed assisted by Allison Rush, Kay Kite, Dan Burkhart and Luke Morris. CWDG assisted the City with their Community Engagement efforts and grant application, leading to a Proposition 68 award of \$8.5 million.

The City of Perris opted to complete Enchanted Hills Park as a SITES Candidate with GBCI, which will make it the first Project awarded a SITES Certification in the Inland Empire. The overall site stands at 22 acres but was designed with the existing topography and environmental conversation in mind, resulting in less than 10 acres of site development. In addition, to offering the community a plethora of amenities in the formally blighted lot, we are proud of the numerous awards the park has already received.

SCOPE OF SERVICES

OUR APPROACH:

Our approach to design and quality control is unique to the industry. Every design project is assigned one Licensed Landscape Architect as Project Principal, one Licensed Landscape Architect as Project Manager, and one Assistant Project Manager. CWDG realizes that our success is based on our ability to deliver projects on time and within budget. This team approach will guarantee that the project comes in on budget and stays on budget with minimal change orders.

STAFF AVAILABILITY:

All staff members listed in this proposal are available to begin work immediately upon City request. We guarantee that we will adjust our master schedule to dedicate sufficient resources to this project.

ORGANIZATION AND SCHEDULING:

We will provide the City with a critical path schedule, prepared in Microsoft Project, and will adhere to the schedule we present. Our office holds weekly Staff Meetings where we review ALL of our current projects, and the Principals have total accountability with the Project Managers to adhere to all set deadlines. We will keep key staff consistent, so that everyone remains on the same page.

TASK 1 - CONCEPTUAL DESIGN PHASE

Review Data and Utility Gathering

Our team will work diligently with the City to identify a comprehensive understanding of the existing conditions of the site and the expectations of the project. We have found the best way to keep projects on time and on budget, is to involve staff and especially maintenance staff in on project planning early on to identify potential project pitfalls or areas where overall project scope improvements can be made. We will integrate these efforts into the kick-off and five additional (5) progress meetings with City Staff including a field/site visit, concept design meeting, and schematic design meeting during this phase.

Within 1 week of receiving a Notice to Proceed, our team with submit an updated project schedule which will include two (2) City Plan Reviews and a Final review with an allowance of three weeks. The project team members will visit the project site(s) and conduct a thorough review of the existing site conditions to confirm the information shown on the record drawing is located as indicated.

Our team will coordinate with the City to obtain any record drawings for the project area, including, but not limited to: Street Improvements, Signing and Striping, Street Lights, Storm Drainage, Water, Sewer, and other Utilities. Our team will utilize this data in the design of the project, and will incorporate it into the project drawings for records purposes. TKE will conduct a Design Survey of the existing park and expansion area.. We will develop a Schematic Plan to identify any potential siting constraints to work out with the City prior to beginning Construction Plans.

Once the Schematic Plan is approved by the City, our team will proceed with developing Construction Documents and Plans for the Project. This will include cost estimates for each phase of construction design. Our team will create construction plans at the following levels of completion 70%, 90%, and 100%, including specifications and cost estimates. The City will have additional opportunity to provide comments at the 70%, 90%, and 100% Final design stages.



SCOPE OF SERVICES

TASK 2 - CONSTRUCTION DESIGN PHASE

DEMOLITION PLANS: We will prepare demolition plans to clearly indicate action for all items to be demolished as well as focusing on items intended to be protected in place. For park renovation projects, the intricacy and clarity of which items need to be protected in place is an essential portion of the construction documents, and can eliminate the ambiguity that often triggers contractor change orders during construction.

CONSTRUCTION & ARCHITECTURAL DRAWINGS: Construction and Architectural Drawings will include site plans and details with sufficient detail to accommodate construction and renovations. Plans will identify recommended suppliers and products, with emphasis given to local sources, sustainable concepts, recycled/ recyclable materials, and durability of products. Structural calculations and Shelter engineering are not included and will be provided

IRRIGATION PLANS: We will prepare complete irrigation plans to comply with local water requirements and specific City requirements indicated in the RFP for impacted planter areas within the scope. All elements of the system will be designed to carry optimal amounts of water to irrigate the affected sites. Full detailing of all equipment will be included. Vandal resistance, durability, serviceability, reliability, water conservation, efficiency and, most importantly, consistency with City standards will be our primary concerns.

PLANTING PLANS: Complete Planting Plans with all necessary details will be provided for all areas impacted by the scope of improvements. Durable, easily maintainable species will be of primary importance in the plant selection process.

SPECIFICATIONS: Specifications detailing materials and workmanship for all of the above items will be provided as required, including Greenbook cross references and City of Costa Mesa Standard Drawings.

COST ESTIMATES: Final estimates of probable construction and maintenance costs will be prepared with CWDG providing regular value engineering recommendations.

DOCUMENT PROCESSING: We will submit the documents for City and various Utility approvals. We will review documents and make all necessary corrections.

MEETINGS: We will attend all meetings with City staff and project stakeholders and lead all presentations as required during this phase of the project.

CIVIL ENGINEERING PLANS: Our subconsultant civil engineer, TKE, will prepare grading plans for surrounding walkways and provide survey of the area. The contract documents will include drawings for park improvements, offsite street improvements, and estimates. For the drawings, we will prepare construction notes sheets, precise grading construction sheets, drainage sheets, striping sheets, and detail sheets.

WATER QUALITY MANAGEMENT PLAN: TKE will develop a Water Quality Management Plan (WQMP) for the proposed sites. Site size and proposed improvement layouts will determine the type of treatment facility to be used for the WQMP. TKE will perform hydrologic analysis of the site both in existing and proposed conditions to assess the required treatment facility size. We will prepare a WQMP report in accordance with the current versions of the City and County storm water regulations for review and approval.



SCOPE OF SERVICES

TASK 3 - BID AND CONSTRUCTION SUPPORT

When the project goes out for competitive bidding, we will assist the City in the bid process, distributing bid packages, noting direction given to contractors, respond to Requests for Information and other questions asked. We will provide follow-up clarifications or addendum items for all electronic bids.

What sets CWDG during the Construction Support/Administration phase is our first hand experience as a licensed contractor, allowing us to closely monitor and track scheduling, budgets, and upcoming inspections. We work hard to drive the construction schedule and keep contractors accountable. We will attend the pre-construction meeting and provide written minutes and follow up information. When requested, we will assist the City with construction administration assistance for specialty areas where specific technical expertise is required in determining conformance to design concepts and approved plans and specifications. We will participate in weekly construction meetings, in support of the City. Based on our observations at the site and on the contractor's application for payment, we will assist in determining the amount owed to the contractor.

We will review job drawings, as- builts, RFI's, samples and other submissions of the contractor for conformance with the design of the project and for compliance with the information given in the conformance contract documents, for the project. Our in-house FAA Certified UAS (Drone) pilot will provide monthly progress drone photography for use in updating stakeholders and constituents of construction progress. We will review change orders and submittals for approval and issuance by the City. We will respond to requests for information from the contractor, issue field bulletins and requests for quotations. We will maintain updated RFI, Change Order and Submittal logs, which will be shared online via Basecamp app.

TENTATIVE PROJECT SCHEDULE

November 2023- Notice to Proceed

November - December 2023 - Site Survey and Utility Coordination

December-January 2023 - Schematic Design for City approval

January-May 2023- 70%- 100% Construction Documents for City Approval

May 2023 - Project Bid Advertisement

June 2024- Construction awarded and start.



SCOTT RICE ASLA, LEED AP, CASP PRINCIPAL LANDSCAPE ARCHITECT

Education:

Bachelor of Science in Landscape Architecture, California State Polytechnic University, Pomona (2002)

Licensed Landscape Architect: California #5111 (2005-current)

New York #2645 (2016-current)

Certified Access Specialist: California CASp-709 (2016-current)

Years of Experience: 25 Years with Firm: 20+

Affiliations:

American Society of Landscape Architects (ASLA) -Full Member

U.S. Green Building Council LEED Accredited Professional

Certified Access Specialist Institute – Full Member

Building Industry Association

– Riverside County Chapter
Member, Board of Directors
Leaders of Tomorrow (LOT)
Committee – 2017 Chairman

Notable Project Experience:

On-Call CASp Services
City of Los Angeles

Enchanted Hills Park
City of Perris- \$10 Million

Horseshoe Lake Park -JARPD - \$3 Million Mr. Scott Rice is President and Managing Principal of Community Works Design Group (CWDG). He has managed over \$150 million of park projects during his tenure at CWDG. Scott oversees the development of construction documents, plan checking, cost estimating, conceptual rendering, and construction observation and management.

Scott graduated with honors from Cal Poly Pomona, earning a Bachelor of Science Degree in Landscape Architecture. He is a full member of the American Society of Landscape Architects (ASLA). Additionally, Scott is a LEED Accredited Professional (LEED AP), as designated by the United States Green Building Council (USGBC), and a Certified Access Specialist (CASp) as issued by the State of California, Division of the State Architect. Scott is one of only three Landscape Architects in California that currently hold CASp Certification.

Scott also serves as the City Landscape Architect for the City of Highland, California, and has acted in that capacity since 2005. Scott also has served as a Contract Park Planner for Jurupa Community Services District (JCSD) since 2003 and Consultant Park Planner/ Plan Checker for Jurupa Area Recreation and Park District (JARPD) since 2015.

Mr. Rice draws on previous work experience in graphic design and golf course maintenance to integrate high aesthetic quality in balance with functional, cost-effective design. His focus is in Public Works projects for various municipalities throughout the State, including Park Planning of various scales, including Community, Neighborhood, Sports, and Pocket Parks, as well as median and parkway landscape, and LMD/CFD planning. Specialized areas of involvement include Skate Parks, Dog Parks, and Accessible Play. In addition to Park Planning, Scott is seasoned in the landscape architectural development of Multi-family Housing, Planned Residential Communities, Highway Aesthetic Design, Custom Residential Planning, and various private/commercial ventures.

In addition to Scott's 20+ year tenure with CWDG, Scott took a year-long hiatus in 2010 to co-manage the design division of an internationally-recognized design/build firm, specializing in skate parks and action sports facilities throughout the world. When not in the office, Scott enjoys the fruits of his labor – parks and trails – with his wife and five children.



ANALICIA ESCOBAR-GOMEZ, MPA SENIOR PROJECT MANAGER - DIRECTOR OF COMMUNITY ENGAGEMENT

Education:

Bachelor of Science in Landscape Architecture, California State Polytechnic University, Pomona (2007)

Masters of Public Administration, California State University, San Bernardino (2012)

Doctorate of Public Administration, California Baptist University (Pending Dissertation)

Years of Experience: 15 Years with Firm:1

Affiliations:

California Park & Recreation Society - Full Member

National Recreation and Park Association - Full Member

Notable Project Experience:

Dolores Huerta Park -City of Fresno- \$8.5 Million

Marina Beach Park -City of Needles - \$2 Million

Duke Watkins Park -City of Needles - \$3 Million Ms. Analicia Escobar-Gomez is Community Works Design Group's (CWDG) Director of Community Engagement and Senior Project Manager recently joining our firm from the public sector where she held a variety of positions for Riverside County including Senior Park Planner for the Riverside County Regional Park & Open-Space District. Analicia serves CWDG as a Senior Project Manager for projects ensuring the intent and vision of each project is brought to life through careful and thoughtful design. In addition, Analicia offers our clients effective Community Engagement campaigns with the unique perspective of having been a public sector employee for over 11 years. Analicia designs to develop and enhance a sense of place for each city and agency we work with, utilizing her background in branding and identity building.

Analicia graduated from Cal Poly Pomona, earning a Bachelor of Science degree in Landscape Architecture in 2007 and began her career as a project manager at Hogle-Ireland, Inc. (Now MIG) working on design guidelines, specific plans, General plan updates and developing City branding as well as creating due diligence reports for land development and working on LEED certifications for projects. Working closely with several cities and municipalities inspired Analicia to complete her Masters in Public Administration and begin a career with the County of Riverside where she fulfilled multiple roles for various departments and ultimately spending over 4 years as Riverside County Regional Park and Open-Space District's Senior Park Planner, completing and progressing over \$15 million in Capital Improvement and trail projects and assisting in grant and legislative applications leading to millions of dollars in awards and working towards her Doctorate in Public Administration during her tenure.

Recognizing the growing need for talented park planners in Southern California, Analicia joined our team in the hopes of lending her experience and expertise to cities and municipalities throughout California to complete their projects for their communities. Analicia also has managed a design/build residential landscape company for over the last 15 years allowing her to keep an eye on costs, trends and plant availability. Her wide range of education and experience provides her a unique and artistic perspective, paired with a passion for equity and inclusion and a fundamental understanding of the role of the public sector, she lends a level of care, concern, empathy and humanity to each of her projects.

DANIEL BURKHART ASLA, ISA SENIOR LANDSCAPE ARCHITECT - DIRECTOR OF IMPLEMENTATION + VALUE

Education:

Bachelor of Science in Landscape Architecture, California State Polytechnic University, Pomona (2001)

Licenses/ Certificates:

Licensed Landscape Architect: California #6092 (2015-current)

ISA Certified Arborist WE-11637A (2016-current)

C-27 Contractor License #840206 (2004 - currently inactive)

FAA UAS Remote Pilot (2017-current)

California Dept. of Pesticide Regulation - OAL 122282 BF (2010-current)

Years of Experience: 25 Years with Firm: 3

Affiliations:

American Society of Landscape Architects (ASLA) -Full Member

International Society of Arboriculture (ISA) - Full Member

Notable Project Experience:

Enchanted Hills Park
City of Perris- \$10 Million

Mr. Dan Burkhart is a Senior Landscape Architect at Community Works Design Group (CWDG) joining the firm in early 2020. Dan is charged with maintaining CWDG construction development and documentation process as well as mentoring and guidance of junior staff. Dan handles plan checking, in house reviews, and CD support in addition to specification, estimating, and construction oversite. Dan is often referred to as Coach in the office and works diligently to elevate and improve CWDG's production and efficiency.

Dan graduated from Cal Poly Pomona, earning a Bachelor of Science degree in Landscape Architecture. He started his journey in the field with the City of Anaheim, working within the Parks Department at Dad Miller Golf Course. He continued on exploring the Nursery side with Armstrong Garden Centers before moving into Design Practice after graduation. After working up to the project manager level, Dan ventured to the Design build practice with Valley Crest Companies. Shifting into the realm of sustainability Dan laced his boots and worked up to the position of general superintendent with a Landscape Habitat and Mitigation General Contractor, designing, creating, restoring, and maintaining naturalized habitats.

Moving to the public side of the practice Dan was the Senior Landscape Inspector for the City of Yorba Linda LMAD group. Supervising staff, managing contracts, and design and inspection duties for the City. Dan worked with management and the public to improve the city's 22,000 trees and over 500 acres of City maintained landscape.

Dan brings a wealth of design, installation, and maintenance experience to CWDG earned over his 24-year journey. Dan's varied and wide experience on both sides of the table includes the Private and Public sectors at all levels and gives him an understanding of different points of view and the forces involved. Dan has started with a shovel and a pencil and has demonstrated an ability to listen, learn, and advance in the profession. Licensed as a Contractor, Certified Arborist, QAL, FAA Remote Pilot, and being a continual student of all aspects related to the field and process, Dan continues to learn and build while adding items to his tool box and base.

Dan spends his free time with his family, camping, coaching youth baseball, and the restoration and building of classic cars.



ALLISON RUSH, ASLA, CASp SENIOR LANDSCAPE ARCHITECT - DIRECTOR OF CREATIVITY + DESIGN

Education:

Bachelor of Arts in Human Geography, The Pennsylvania State University (2010)

Master of Landscape Architecture, Temple University (2013)

Licenses/ Certificates:

Licensed Landscape Architect: California #6378 (2018-current)

Certified Access Specialist: California CASp-1080 (2023-current)

Years of Experience: 10 Years with Firm: 10

Affiliations:

American Society of Landscape Architects (ASLA) -Full Member

Certified Access Specialist Institute – Full Member Ms. Allison Rush is a Senior Landscape Architect with Community Works Design Group, with East Coast roots. Her undergraduate work at Penn State focused primarily on the means and methods of interaction between people and public spaces and how they've come to shape the landscape we live in today. She discovered the field of Landscape Architecture while fulfilling requirements for her minor in Architectural History and in that moment determined she would go on to receive her Master of Landscape Architecture.

Upon receiving her Master of Landscape Architecture in the spring of 2013, Allison eagerly anticipated her move across the country where she would join her husband as he accepted his dream job opportunity. Within weeks of her relocation to the West Coast, Allison accepted the position of landscape designer at CWDG.

Allison proved herself to be attentive, ambitious and reliable very early on, learning professional design and project management practices from her CWDG colleagues and mentors. Anxious for additional responsibility and the opportunity to work more closely with clients, she quickly moved into project management roles. In 2016, however, she decided to take a brief hiatus from park planning (as well as her commute from Irvine to Riverside each day) and accepted a new position with a firm specializing in high-end residential design based out of Orange County.

During this time, Allison refused to completely cut ties with her CWDG family agreeing to provide consulting services on a part-time basis. She continued to cultivate her design and creativity skills while learning new 3D modeling programs and graphic techniques to better communicate design intent with the many clients unable to envision the final product from a plan view. In early 2017, CWDG provided Allison with an offer to rejoin the team full time in a leadership role. She graciously accepted and hasn't looked back since!

Allison excels at understanding how best to configure and optimize outdoor spaces for the health and enjoyment of users of all ages and abilities. Allison also has a strong grasp of designing with various digital media techniques, including CAD, 3D modeling and photo simulation. With her education and many years with our firm, Allison has been integral in our team's efforts of conveying and shaping ideas for many important projects throughout California.

EXHIBIT C

CONSULTANT'S SCOPE AND FEE BREAKDOWN

SHALIMAR PARK IMPROVEMENTS - SCOPE AND FEE BREAKDOWN CITY OF COSTA MESA - COMMUNITY WORKS DESIGN GROUP

UPDATED NOVEMBER 30, 2023



				COMM. WORKS DESIGN GROUP			TKE				DES	DESIGN WEST		GEOTEK		Reimbursable Expenses	
				LANDSCA	PE ARCH (PRIME)	TECTURE	SURVEY/ CIVIL ENGINEERING			ELECTRICAL GEOTECHNIC		NICAL	,				
Task	Description		TOTAL CWDG HOURS	\$215 \$175	\$160	\$130 \$75	\$165	\$155	\$135	\$125	\$240 \$8	5					
1	ADMINISTRATION / UTILITY COORDINATION/ SITE ANALYSIS	\$27,630.00	64	\$	310,250.0	0		:	\$5,555	.00		\$1	,795.00		\$10,030	0.00	\$150
1.1	Ongoing City/ Team Coordination, Meetings, Site Visits as needed				Yes				Yes				Yes		Yes		#
1.1.1	Participate in kick-off meeting				Yes				Yes				Yes		Yes		
1.1.2	Participate in virtual team coordination meeting at each major plan milestone level				Yes				Yes			As	Needed		As Nee	ded	# # # # # # # # # # # # # # # # # # #
1.2	Utility Coordination/ Records research			only as nee	eded to su aeotech	ipport civil/			Yes				Yes		Yes		ii
1.3	Prepare Topographic Survey				MODICOLL				Yes				Yes				# !!
1.4	Prepare Soils Reports												Yes		Yes		
1.5	Develop Project Schedule				Yes				Yes				Yes		Yes		<u> </u>
2	DESIGN DEVELOPMENT & COMMUNITY OUTREACH	\$23,760.00	114	\$16,910.00		\$4,950.00				\$1	\$1,900.00			\$250			
2.1	Ongoing City/ Team Coordination		†		Yes												<u></u>
2.2	Develop Conceptual Plan with Cost Estimate				Yes		L	ļ	As Nee	ded							<u>u</u> !!
2.3	Prepare presentation materials for City and Community Outreach for 6 meetings	•			Yes					<u></u>					<u>u</u> !! !!		
3	CONSTRUCTION DOCUMENTS / COST ESTIMATES / SPECIFICATIONS , 70%, 90% & 100% CD's)	\$58,590.00	198	\$26,755.00		0	\$16,850.00			\$14	4,985.00				\$250		
3.1	Update conceptual plan to reflect survey/ geotecht				Yes			Review de	esign fo	r com	oliance			į			
3.2	Prepare initial conceptual grading plan, conveying general design intent				Yes				Yes			-‡					#
3.3	Prepare 70% Construction Drawings				Yes				Yes								
3.3.1	Demolition/ Protection Plan			Provi	de input t	o civil			Yes								#
3.3.2	Grading and Drainage Plans								Yes								
3.3.3	Construction Plans and Details				Yes			Cross ref	s to LC	-shee	ts only						
3.3.4	Irrigation Plans, Details, Calculations, Schedules	•			Yes												,,
3.3.5	Planting Plans, Details, Calculations, Schedules Prepare 70% Cost Estimates	•			Yes Yes				Yes								ii U U
3.5	Provide written response to City/ Agency Comments relating to 70% Construction				Yes				Yes								
3.6	Dwgs Review Prepare 90% Construction Drawings				Yes		l		Yes								1
3.7		•			Yes				Yes								<u>ii</u> 11 11
3.8	Prepare 90% Specifications				Yes				Yes			1					# !! !!
3.9	Provide written response to City/ Agency Comments relating to 90% CD's				Yes				Yes								
3.10	Prepare 100% Construction Drawings				Yes				Yes			Ī					
3.11	Prepare 100% Estimates				Yes				Yes								
3.12	Prepare 100% Specifications				Yes				Yes								ii.
3.13		A = · ·	450		Yes				Yes								
4	BIDDING & CONSTRUCTION SUPPORT	\$27,940.00	156	\$	524,140.0	J	ļ		\$3,800	.00							\$400
4.1	Bidding Support				Yes			Review de			oliance	<u>_</u>	As Needed	i			
4.2	Construction Administration				Yes				Yes				As Needed	u			H
4.3	As-Builts	\$427.000.00	520		Yes				Yes				Yes		¢40.000		
	SUBTOTAL FEES Reimbursable Expenses	\$137,920.00 \$1,050.00	532	3	378,055.0	J		3	\$31,155	0.00		\$18	8,680.00		\$10,030	.00	<u> </u>
^	Allowance for reimbursables for Shalimar Park Expansion to be used only as	\$1,030.00															
Α	directed in writing by the City's Project Manager. Design Contingency for Shalimar Park Expansion to be used only as directed		<u> </u>														
В	in writing by the City's Project Manager.	\$10,000.00					L										İ
	GRAND TOTAL	\$158,970.00															

EXCLUSIONS: Materials (concrete, etc.) nor compaction testing during construction; deputy inspection; daily site management/ prevailing wage/DIR documentation with the exception of Surveying

The scope and fees indicated above reflect our team's understanding and experience of what is necessary to bring this project to a successful completion. We are willing and open to negotiating exact scope and fees as necessary to best align with the expectations and exact budget of the City of Costa Mesa

EXHIBIT D CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY	EFFECTIVE	PAGE	
DRUG-FREE WORKPLACE	NUMBER 100-5	DATE 8-8-89	1 of 3	

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

- 1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
- 2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

- 1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY	EFFECTIVE	PAGE
DRUG-FREE WORKPLACE	NUMBER 100-5	DATE 8-8-89	2 of 3

- 1. The dangers of drug abuse in the workplace;
- 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
- 3. Any available drug counseling, rehabilitation and employee assistance programs; and
- 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
- 2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
- 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.





CITY OF COSTA MESA Agenda Report

File #: 23-1488 Meeting Date: 1/16/2024

TITLE:

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE KETCHUM-LIBOLT PARK EXPANSION PROJECT

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: SEUNG YANG, P.E., CITY ENGINEER (714) 754-5633

RECOMMENDATION:

Staff recommends the City Council:

- Award a Professional Services Agreement (PSA) to Architerra Design Group, Inc., 10221-A Trademark Street, Rancho Cucamonga, California in an amount not to exceed \$193,098 for the design of improvements and expansion of Ketchum-Libolt Park located at 2150 Maple Street, Costa Mesa.
- 2. Authorize an additional ten percent (10%) contingency in the amount of \$19,310 as needed for any unforeseen costs related to this project.
- 3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement within Council authorized limits.

BACKGROUND:

Ketchum-Libolt Park is located at 2150 Maple Street at the intersection of Victoria Street and Maple Street. The park is dedicated in remembrance of fallen Costa Mesa police officers James "Dave" Ketchum and John "Mike" Libolt, in a helicopter crash on March 10, 1987.

The existing park of approximately 0.34 acres, currently includes a playground featuring elements for young children, a seating area and benches, turf, and a larger concrete pad that is occasionally used by the City's mobile recreation van.

The City contracted with Pat West, LLC, and City Fabrick to conduct several community outreach meetings for the Ketchum-Libolt Park expansion. Conceptual renderings of different options are included as Attachment 1. In addition, the preliminary park design options were discussed with the City's Parks and Community Services (PACS) Commission on August 10, 2023.

The City released a Request for Proposals (RFP) in order to retain the services of a highly qualified design firm with a specialty in park development projects.

File #: 23-1488 Meeting Date: 1/16/2024

The scope of professional services will include community outreach; presentations to Commissions and City Council; preparation of conceptual and schematic designs; final plans, specifications, and cost estimates; bid assistance services; construction support; and other professional services necessary to complete the project.

ANALYSIS:

Staff advertised the project for architectural and engineering design services on September 5, 2023, and received seven (7) proposals from qualified bid proposers on October 16, 2023.

After a careful review of the proposals, staff found Architerra Design Group, Inc. (Architerra), well qualified to perform the identified services at a competitive price of \$193,098. The submitted proposal represents a thorough understanding of the project, complies with City specifications, and presents innovative approaches to providing requested services. Staff has determined the proposed cost for consultant services to be reasonable for meeting the City's requirements as listed in the scope of services. The cost for services is competitive and within industry standards for these specialized architectural and engineering services.

Therefore, staff recommends the City Council award a Professional Services Agreement (PSA) to Architerra Design Group, Inc. (Attachment 2).

ALTERNATIVES:

The alternative would be to reject all proposals, re-advertise, and re-evaluate new proposals. Staff has determined that this will not result in a better outcome and will delay the project.

FISCAL REVIEW:

There is an adequate budget available for this contract. Funds are available from the \$1.2 million state budget earmarked from state Assemblymember Cottie Petrie-Norris adopted in Fiscal Year 2023-24 Capital Improvement Program (CIP) budget, and from prior adopted funds in Fiscal Year 2022-23 that include Park Development Fees Fund, Capital Improvement Fund, and Prop 68 Per Capita Grant.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and prepared the proposed PSA and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

Strengthen the Public's Safety and Improve the Quality of Life

File #: 23-1488 Meeting Date: 1/16/2024

CONCLUSION:

Staff recommends that the City Council:

 Award a Professional Services Agreement (PSA) to Architerra Design Group, Inc., 10221-A Trademark Street, Rancho Cucamonga, California in an amount not to exceed \$193,098 for the design of improvements and expansion of Ketchum-Libolt Park located at 2150 Maple Street, Costa Mesa.

- 2. Authorize an additional ten percent (10%) contingency in the amount of \$19,310 as needed for any unforeseen costs related to this project.
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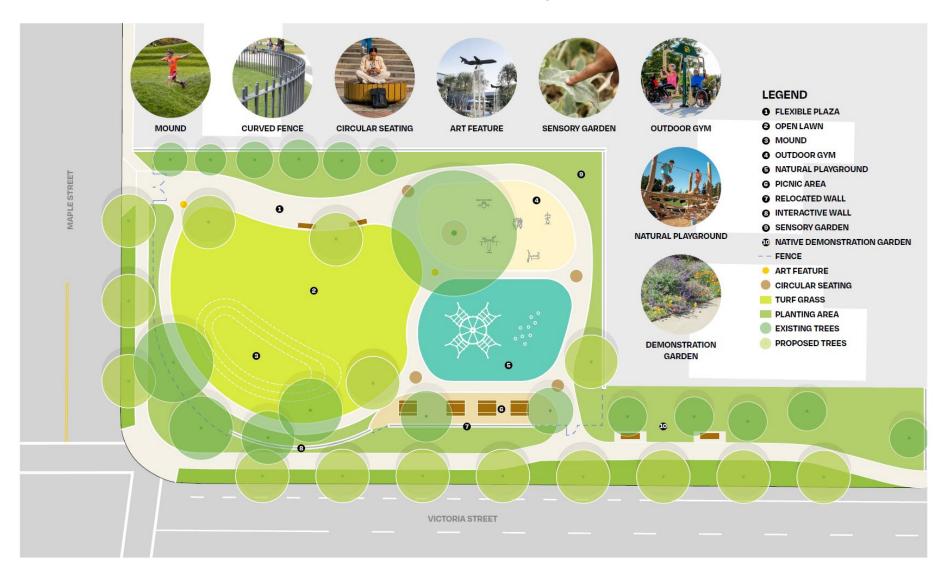
CONCEPTUAL RENDERINGS

KETCHUM-LIBOLT PARK



RIZOG COMMUNITY CHI

ATTACHMENT 1







ATTACHMENT 1













ART FEATURE

CIRCULAR SEATING

CURVED FENC







OUTDOOR GY



NATURAL PAYGROUND



DEMONSTRATION GARDEN



ATTACHMENT 1





ATTACHMENT 1



GREEISCREEI FENCE



ADVENURE PLAYGROUND



GAZEB(



PLAZA



MULTI-PURIOSE LAWN



PLAYGROUNE



PICNIC ARA



DEMONSTRATION GARDEN



CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT WITH ARCHITERRA, INC. DBA ARCHITERRA DESIGN

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 16th day of January, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ARCHITERRA, INC. DBA ARCHITERRA DESIGN GROUP, a California corporation ("Consultant").

RECITALS

- A. City proposes to utilize the services of Consultant as an independent contractor to provide engineering design service for the expansion of Ketchum-Libolt, 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. <u>Scope of Services</u>. 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. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. 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. <u>Non-Discrimination</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total compensation shall not exceed One Hundred Ninety-Three Thousand and Ninety-Eight Dollars (\$ 193,098.00).
 - 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. <u>Records and Audits</u>. 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. <u>Commencement and Completion of Work</u>. 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.
- 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. <u>Term.</u> This Agreement shall commence on the Effective Date and continue until June 30, 2028, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

- 4.2. <u>Notice of Termination</u>. 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. <u>Compensation</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. 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) 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. <u>Endorsements</u>. 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) 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."
 - (c) 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.
 - (d) 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. <u>Deductible or Self Insured Retention</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Non-Limiting</u>. 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. <u>Entire Agreement</u>. 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.

Project Managers. City shall designate a Project Manager to work directly with 6.3. 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.

Notices. Any notices, documents, correspondence or other communications 6.4. 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:

Architerra, Inc. 10221 A Trademark Street Rancho Cucamonga, CA 91730

Tel: (909) 484- 2800 Attn: Richard Krumwiede

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Tel: (714) 754- 5633 Attn: Seung Yang

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. <u>Attorneys' Fees.</u> 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. <u>Governing Law</u>. 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. <u>Assignment</u>. 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.
- 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 negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, in the performance 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 negligence, recklessness, or willful misconduct in 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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business. Consultant shall meet and confer with other parties regarding unpaid defense costs. 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. <u>Independent Contractor</u>. 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. <u>PERS Eligibility Indemnification</u>. 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. <u>Cooperation</u>. 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. <u>Public Records Act Disclosure</u>. 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. <u>Conflict of Interest</u>. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.
- 6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.
- 6.17. <u>Prohibited Employment</u>. 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. <u>Costs</u>. 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. <u>Binding Effect</u>. This Agreement binds and benefits the parties and their respective permitted successors and assigns.
- 6.21. <u>No Third Party Beneficiary Rights</u>. 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.
- 6.22. <u>Headings</u>. 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.

- 6.23. <u>Construction</u>. 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.
- 6.24. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.25. <u>Waiver</u>. 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.
- 6.26. <u>Severability</u>. 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.
- 6.27. <u>Counterparts</u>. 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.
- 6.28. <u>Corporate Authority</u>. 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.
- 6.29 Executive Order N-6-22 Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the "EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants ("Grantee"). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

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: _____ Richard Krumwiede President **CITY OF COSTA MESA** Date: _____ Lori Ann Farrell Harrison 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:		
Seung Yang Project Manager	Date:	
DEPARTMENTAL APPROVAL:		
Raja Sethuraman Public Works Director	Date:	
APPROVED AS TO PURCHASING:		
Carol Molina Finance Director	Date:	

EXHIBIT A CITY'S REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

ENGINEERING DESIGN SERVICES FOR THE EXPANSION OF KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA RFP NO. 23-09D



PUBLIC WORKS DEPARTMENT
CITY OF COSTA MESA

Released on September 5, 2023

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REQUEST FOR PROPOSAL FOR ENGINEERING DESIGN SERVICES FOR THE EXPANSION OF KETCHUM-LIBOLT PARK

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for engineering design services for the Public Works Department. The awarded Contractor, (hereinafter referred to as "Contractor") 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 schedule for the design phase is anticipated to be six months; however, the term is expected to be for 2 years with 2, 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.

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 of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and South Coast Plaza, 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 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). The City's Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Public Works Department is unauthorized and will be considered invalid.

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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 Public Works 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:

RFP Issued September 5, 2023

Non-Mandatory Job-Walk Meeting September 25, 2023 at 1:30 P.M.

Deadline for Written Questions October 4, 2023

Proposal Received by City October 12, 2023 at 2:00 p.m.

Contract Approval

**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 Services, 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.
 - a) The Consultant shall identify key project staff including sub-consultants that must have at least five (5) years of prior experience on similar types of projects. All Consultants responding to this Request for Proposals (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, understanding of the project, and responsiveness to the needs and concerns of the City of Costa Mesa and its residents.
 - b) The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Office facilities that support daily operations must be within ninety (90) miles of the City.
- 4. All Proposers must identify the project manager, and the individual authorized to negotiate the contract on behalf of the consulting firm; and provide an organization chart showing all proposed key project team members and a staffing plan identifying responsibilities of personnel on this project and experience on other recent similar projects.

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:

- <u>Cover Letter:</u> 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 Services**, **Appendix A** of this RFP.
- **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 Services of this RFP. The section should include:
 - 1. Descibes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 - 2. Identifies the project's potential issues and response to them.
- Qualifications, Organization & Key Staff Experience: Describe the qualifications and experience of the organization or entity performing services/projects within the past five (5) years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 - 1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.
 - 2. Proposes adequate and appropriate disciplines of project team.
 - 3. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - 4. Overall organization of the team is relevant to City of Costa Mesa needs.
 - 5. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.
 - 6. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 - 7. Proposer has a system or process for managing cost and budget.

• Scope of Services to be Provided:

1. Proposed scope of services is appropriate for phases of the work.

- 2. Scope address all known project needs and appears achievable in the timeframes set forth in the project schedule.
- 3. Deliverables are appropriate to schedule and addresses all items in the scope set forth in the above requirements.

• Experience & Record of Success on Similar Projects:

- 1. Proposer has completed similar types of projects and worked consecutively through the design stages from preliminary design to final design.
- <u>Financial Capacity:</u> The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
- <u>Fee Schedule:</u> Provide a fee schedule/pricing information for the project as referenced in Appendix B, Fee Schedule. Proposals shall be valid for a minimum of 180 days following submission. All Proposers are required to use Appendix B, Fee Schedule and submit in a separate file.
- <u>Disclosure</u>: 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 not disqualify the firm from consideration.**
- <u>Professional Services Agreement:</u> 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 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.
- <u>Checklist of Forms to Accompany Proposal:</u> As a convenience to Proposers, following
 is a list of the forms, <u>Appendix D</u> 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:

• <u>Content of Proposal:</u> The Proposal must be submitted using the format as indicated in the Proposal format guidelines.

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- <u>Preparation of Proposal:</u> 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.
- <u>Cost for Preparing Proposal</u>: The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee Schedule shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the total not to exceed cost.
- Forms to Accompany Proposal: Appendix D forms shall be attached at the end of the Proposal with the exception of the Fee Schedule which shall be submitted in a separate file.
- <u>Number of Proposals:</u> Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.
- <u>Submission of Proposals:</u> Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website no later than 2:00 p.m. (P.D.T) on October 12, 2023. 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.
- <u>Inquiries:</u> Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **October 4, 2023 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 to PlanetBids. 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 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 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, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- <u>Insurance & W-9 Requirements:</u> 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 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 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 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. Project Approach, Scope, & Methodology ----- 20%
 - 2. Qualifications, Organization & Key Staff Experience----- 40%
 - 3. Experience and Record of Success on Similar Projects --- 30%
 - 4. Cost Effectiveness ---- 10%
- **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.** <u>Initial Proposal Review:</u> 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 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.

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C. <u>Interviews, Reference Checks, Revised Proposals, Discussions:</u> 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. Interviews, if held, are tentatively scheduled for the week of October 30, 2023. 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.

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- **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. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to 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 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.

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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, **Appendix D** 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 D**.
- **12. Conditions to Agreement:** The selected Proposer will execute a Professional Service 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 C** 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, **Appendix D**.
- **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 to Planetbids. Proposers should check this web page daily for new information.

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APPENDIX A SCOPE OF SERVICE

REQUEST FOR PROPOSALS FOR ENGINEERING DESIGN SERVICES FOR THE EXPANSION OF KETCHUM-LIBOLT PARK (2150 MAPLE STREET, COSTA MESA)

I. INTRODUCTION

Ketchum-Libolt Park is located at 2150 Maple Street at the intersection of Victoria Street / Maple Street. The existing park of approximately 0.34 acres, currently includes a playground featuring elements for 5-12 year old children, seating area and benches, turf, and a larger concrete pad that is occasionally used by the City's mobile recreation van.

The City desires to retain the services of a highly-qualified firm with a specialty in park development to provide design services for the expansion of Ketchum-Libolt Park. The park can be expanded towards Victoria Street by incorporating the green space between the existing park and sidewalk within the park. The existing block wall will need to be removed and a new perimeter fence should be installed at the new park boundary adjacent to the Victoria Street sidewalk as part of the park expansion. In addition, the entire existing park should be reimagined as part of the expansion to provide an updated park.

In addition, the preliminary park design options were discussed with the City's Parks and Recreation Commission at its meeting of August 10, 2023. The recording of the meeting is available on City website.

The selected Consultant team must possess a strong background in urban park planning and design. It is anticipated that the Consultant will be responsible for hosting community meetings, preparing conceptual and schematic designs based on the preliminary renderings, preparing budget level estimates, and conducting public presentations. Following selection of project concept, the consultant will prepare final design plan and specifications for the project and be available for construction support.

A. General Goals:

The City of Costa Mesa desires to retain the services of a consultant to plan and design the expansion of Ketchum-Libolt Park.

The goals for the project are as follows:

- 1. Evaluate the park in order to determine exciting and innovative play elements for the expansion.
- 2. Conduct public workshops, progress meetings with stakeholders, and presentations to the Parks and Community Services Commission and City Council.
- 3. Develop the project in partnership local residents, and various City departments.
- 4. Develop all schematic designs for the expansion, including:
 - New play elements
 - Features such as picnic shelter, seating areas
 - Enhanced landscaping protecting as many mature trees as possible
 - A state-of-the-art lighting system
 - Fencing improvements

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The selected consultant will be responsible for the completion of the final design of Ketchum-Libolt Park expansion, including the processing of all required permits.

B. Minimum Consultant Qualifications:

The Consultant shall identify key project staff including sub-consultants that must have at least five (5) years of prior experience on similar types of projects. All Consultants responding to this Request for Proposals (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, understanding of the project, and responsiveness to the needs and concerns of the City of Costa Mesa and its residents.

II. CONTENT OF PROPOSAL

In order to maintain uniformity with all proposals furnished by consultants, the proposals shall be limited to a maximum of 20 pages (excluding front and back covers, section dividers, and resumes) and to include the following:

- A. A statement of project understanding containing any suggestions to improve or expedite the project or special concerns of which the City should be made aware. The project approach shall contain clarifications or additional scope of work necessary for the successful completion of the project.
- B. A project team organization chart, identifying those who will perform the work, and a brief resume of each team member (including a list of similar type projects in which they have been directly involved) is required. Identify the Project Manager (PM) proposed for this project. The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Sub-consultants, if any, shall be identified with the same requirements as the main consultant.
- C. A list of similar projects that your firm has completed within the last five years. Information should include: project description, agency or client name, along with the person to contact and the telephone number(s), year completed, and project cost.
- D. A proposed schedule indicating stages of work, timeframes, and ability to perform the required services in a timely manner with a construction start date of June 2024.
- E. Fee proposal in a separately sealed envelope containing the following:
 - 1. Cover letter stating the total lump sum fee.
 - 2. A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall list individual project tasks and number of hours assigned for specific personnel, along with their basic hourly rates. The specific hourly rates shall include direct salary costs, employee benefits, overhead, and profit. Travel time will not be allowed. The fee proposal shall reflect all anticipated fee increases during the contract duration.

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A pre-proposal meeting and walk-through will be held on September 25, 2023, 1:30 P.M. at Ketchum-Libolt Park located at 2150 Maple Street. <u>All prospective bidders are strongly encouraged to attend this meeting.</u>

III. CONSULTANT SELECTION COMMITTEE

The City of Costa Mesa Public Works Department has established a Consultant Selection Committee consisting of three members who have acted in the capacity of Project Manager. The Consultant Selection Committee will evaluate the consultant on their ability to do the following:

- A. Produce a well-engineered set of plans, specifications and estimates (PS&E) that will result in a minimum number of construction contract change orders.
- B. Produce an innovative and <u>detailed</u> set of construction documents, which reflect field conditions, including drainage and utility locations.
- C. Perform constructability and value engineering during the design process to anticipate, as much as possible, potential construction problems.
- D. Provide the City with adequate estimates, quantity takeoffs, detailed drawings, etc., to allow for effective construction management and quality control of the project.

IV. ESTABLISHMENT OF FEES

The fee proposal will not be opened until the Proposal Selection Committee has evaluated all of the Consultants' proposals. In conformance with the Mini-Brooks Act, the City will select the Consultant based on qualifications, and then negotiate a contract price based on available funding and a further breakdown of the "lump sum" fee submitted in the fee proposal.

Fee submitted shall include presentations at three community outreach meetings, one presentation to the Parks and Community Services Commission, one presentation to the Planning Commission, and one presentation to the City Council. These presentations may be outside of normal business hours and/or on weekends.

Consultant shall include an allowance line item in the fee proposal in the amount of \$10,000 for reimbursable expenses such as exhibits requested for community presentations and any utility agency fees. In addition, the consultant is requested to include an amount of \$10,000 in the fee schedule for the Design of Ketchum-Libolt Park Expansion as a contingency to be used only as directed in writing by the City's Project Manager.

V. PROFESSIONAL SERVICES AGREEMENT

- A sample of the required Professional Services Agreement is enclosed for your information (Exhibit
 C). The RFP and the consultant's proposal will be attached to and become part of the executed agreement as exhibits.
- B. No reduction of professional services, as stated in both the City's RFP and the consultant's submitted proposal, will be allowed.

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VI. INSURANCE REQUIREMENTS

A Certificate of Insurance is enclosed for your reference (Exhibit D). Please refer to the sample agreement for the necessary amounts of general liability insurance, automotive, worker's compensation, and professional liability insurance. The appropriate endorsements are also shown within the sample contract agreement.

VII. SCOPE OF CONSULTANT SERVICES

The scope of the work includes developing preliminary 3D concepts, conducting public workshops, coordinating with the community, making presentations to Commissions and the City Council, and completing the final design for the selected concept. The work also includes identifying and designing supporting/ancillary facilities such as viewing areas, covered picnic shelters and bleachers, parking lot, etc.

A. Project Analysis and Review:

The Consultant will evaluate existing conditions, research existing City plans and records, perform field review and investigations, meet with City staff to define the detailed project scope and objectives (minimum four meetings), and ultimately implement the General Goals identified for this project. The Consultant will meet periodically with City staff and other advisory groups for appropriate guidance and coordination and determine the appropriate courses of action for obtaining feedback from the community. The Consultant will be required to conduct two community outreach meetings, and in addition, make public presentations before the Parks and Community Services Commission and the City Council. The Consultant shall take notes during the public presentations and workshop meetings and prepare meeting minutes that shall be submitted to City staff for approval within one week after the meeting.

Utility Investigation/Coordination:

The consultant shall notify all the utility companies; obtain plans of all existing utility facilities; and identify and precisely locate all utilities (both underground and overhead) within the project limits, including mains, service lines, meter boxes, valve cans, irrigation lines, drain lines, channels, traffic signal conduit, etc.

The consultant must coordinate all work with the respective utility companies to determine locations and depths of facilities for design purposes; request utility companies to pothole their facilities as required to obtain precise elevations of existing utilities; determine elevations of exposed existing utility facilities; determine where interferences with existing facilities will occur as a result of the construction of this project and resolve any conflicts with utility companies.

The consultant shall obtain approval in writing from utility companies for any necessary utility work and clearance. The consultant shall comply with the City of Costa Mesa's "Utility Coordination Procedures."

The consultant shall submit all utility correspondences to the City.

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B. Survey:

The Consultant shall plot the project schematic design conducting aerials and topographic surveys to provide the necessary information to complete the schematic design for the project.

The consultant shall plot the project design survey referencing all elevations to the closest and latest Orange County Benchmark (OCBM) which shall be identified and described on the drawings; provide centerline bearings with the basis of bearing referenced to a bearing on a latest recorded tract or parcel map nearest to the proposed site; and provide stations that shall be based upon and begun at nearest existing street centerline stations.

The consultant shall provide the following minimum survey information:

- 1. Obtain permission from all the landowners where topographic surveying is needed.
- Perform a topographic survey and prepare a base map. The base map shall identify existing structures, utilities, roadways, trails, trees, etc., and other existing improvements within the project limits.
- 3. Provide typical cross-sections with existing elevations.
- 4. Show property lines and address numbers (50% screened), including City and County boundaries.
- 5. Show contour lines within the limits of the work and to 100-feet (minimum) beyond the grading limits to establish existing drainage patterns.
- 6. Attention to detail is essential. All existing improvements and features must be described and detailed on the plans.

Deliverables:

- 1. Progress prints and final survey plan, stamped by a licensed surveyor.
- 2. CD containing all pertinent electronic files (ACAD files including cross references and fonts, survey data, etc.)

C. Plans (Schematic Design Phase):

- Prepare initial 3D concept plans based on staff meetings and surveys for use in public workshops and meetings with stakeholders. Direction will be given at these meetings to finalize one recommended concept plan and one alternate concept plan prior to the scheduled public presentations (Parks and Community Service Commission, Planning Commission, and City Council).
- 2. Final concept plans must show the following levels of detail:
- Site plan showing the entire park

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- Layout of the proposed park features
- Details (sections, plan and profile, materials, etc.) of Individual elements (playground equipment, picnic shelter, landscaping fencing options, etc.)
- 3-D (or Isometric) color renderings of proposed park and elements
 - 3. Prepare preliminary construction cost estimates for the options being presented.

D. Geotechnical Investigation:

The selected consultant will be required to conduct all the necessary geotechnical investigations to completely design the project.

E. Electrical Engineering Services:

The design of the new safety lighting systems will require the services of a licensed electrical engineer who must coordinate the work and obtain permits from Southern California Edison and the City's Building Division.

F. Plans:

- i. The consultant shall prepare construction drawings containing title sheet, general note sheet, plan sheets, typical cross section sheets, and detail sheets for the project. The title sheet shall contain a vicinity map and location map for the project.
- ii. The consultant shall plot typical cross sections illustrating existing and proposed conditions. The typical cross sections shall include existing and proposed elevations, stations, percent cross slopes, labeling, other information as outlined in the above Design Survey Section, and other required information.
- iii. The consultant shall plot existing improvements in broken or screened lines and place existing elevations in parenthesis.
- iv. The consultant shall incorporate the following minimum information on plan views: ROW, property lines, existing AC and PCC improvements, and all existing structures (power poles, storm channels, fences, trees, plants, grass, walkways, pull boxes, and sprinkler systems).

G. Specifications:

Prepare complete project specifications including Special Provisions (including permits from other agencies) and Proposal forms in a format consistent with current City projects. Copies of Standard General Provisions and Construction Contract Agreement will be supplied by the City for incorporation into construction documents. A description for each bid item will be required.

H. Quantity and Cost Estimates:

Provide complete preliminary and final construction quantity and cost estimates for each one of the proposed phases. A preliminary estimate shall be provided at 70% and 100% complete submittals and a final estimate upon final submittal. With the final submittal, color-code one set of blue lines showing one color for each item of construction with dimensions, areas,

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quantities, and other items for each sheet, showing total quantities for each item on the first sheet. These quantities shall match the proposed final quantities. In addition, quantity takeoff sheets shall be provided by the consultant to aid the City during construction.

I. Construction Documents:

Plans and specifications shall comply with standard drawings and specifications of the City of Costa Mesa and other agencies as applicable.

All construction drawings shall be provided to the City in both hard copy and electronic format.

Prepare one Resident Engineer's file. The file must contain a minimum of the following: preliminary and final construction quantities and cost estimates and updates, quantity takeoff sheets, calculation documents, fieldwork information, meeting minutes, utility coordination correspondence, geotechnical documents, survey and ROW information, and all other related correspondence. The consultant shall submit this file to the City in conjunction with the final submittal.

J. Project Document Submittal and Plan Information:

i. <u>Project Initialization and General Requirements:</u>

- a. Develop Project Schedule and Staffing Requirements.
- b. Locate electrical and irrigation POC's and initiate contact with the respective owners.
- c. Submit Monthly Progress Reports to the City.
- d. Participate in Periodic Meetings with City staff.
- e. Provide presentation to Parks and Recreation Commission outside of normal business hours
- f. Host neighborhood community meeting outside of normal business hours
- g. Provide three-dimensional computer renderings of proposed improvements at 30%, 60%, 90% and 100% completion.
- h. All required City-issued permits will be provided for free of charge for the design and construction of the project.
- Any other permits required for the project shall be obtained by the CONSULTANT. City will pay any fees to the respective agencies.
- j. Areas disturbed during the design and construction phases of this project must be restored to pre-existing conditions according to the City's requirements.
- k. Fieldwork will be conducted Monday through Friday from 7:00 a.m. to 5:00 p.m. or as authorized by the City. The City shall be made aware of work conducted outside of normal hours prior to commencement of said work. No work will be conducted outside of normal hours without City approval.
- I. Ensure that the project is designed and engineered to provide and maintain positive

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drainage flow.

m. Ensure that standing/stagnant water is avoided due to vector concerns.

ii. <u>Preliminary Engineering – 70% Complete PS&E's:</u>

- a. Conduct all topographic and property surveys and combine with available topographic surveys to create of base maps for the project.
- b. Conduct all geotechnical investigations necessary for the construction of the project.
- c. The selected CONSULTANT shall review field conditions with respect to storm drain maps and irrigation plans provided by the City and report any configuration errors or inconsistencies to the City for clarification or correction.
- d. Prepare Base Maps, Rough Grading Plan, proposed landscape, hardscape, irrigation and electrical improvements, including color renderings of the proposed park features and surfacing.
- e. This submittal must include all the proposed improvements, construction notes and as many details as possible.

iii. Preliminary Engineering – 100% Complete PS&E's:

- a. CONSULTANT shall address any comments from the City or other agencies generated from the 70% submittal.
- b. Based on the input received from the previous submittal, complete the design and prepare final PS&E's.
- c. Submit construction documents to the City of Costa Mesa Building Division and to other agencies and utility companies for review and to obtain preliminary approvals.
- d. Submit draft Storm Water Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP) in compliance with local, state and federal requirements.

iv. Preliminary Engineering – Final PS&E's:

- a. CONSULTANT shall address any comments from the City or other agencies generated from the previous plan check.
- b. Submit final set of PS&E's (printed and electronic formats) complete with the necessary instructions and details to carry out the work in accordance with the approved construction phasing. The final set of plans shall be printed and submitted electronically with each sheet stamped and signed.
- c. Submit final construction permits and approvals from City Departments, other agencies, and utility companies.
- d. Submit final SWPPP and WQMP.

v. Deliverables:

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The CONSULTANT shall provide the City with the following:

- a. For progress plan check submittals, in addition to the printed copies submitted for this phase, all plans and reports must also be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
- b. For the final construction and environmental documents, and supporting calculations, in addition to the printed copies submitted for this phase, all plans and reports must be submitted in electronic format (e.g. AutoCAD, Microsoft Word, Microsoft Excel).
- c. Approved permits.

K. Construction Support Services:

- 1. Respond to all Contractor Requests for Information
- 2. Review all Contractor Submittals
- 3. Attend weekly construction progress meetings
- 4. Review and advise on any construction change order requests
- 5. Perform punch walk at the end of construction.

VIII. CITY RESPONSIBILITIES

The City of Costa Mesa will be responsible for the following:

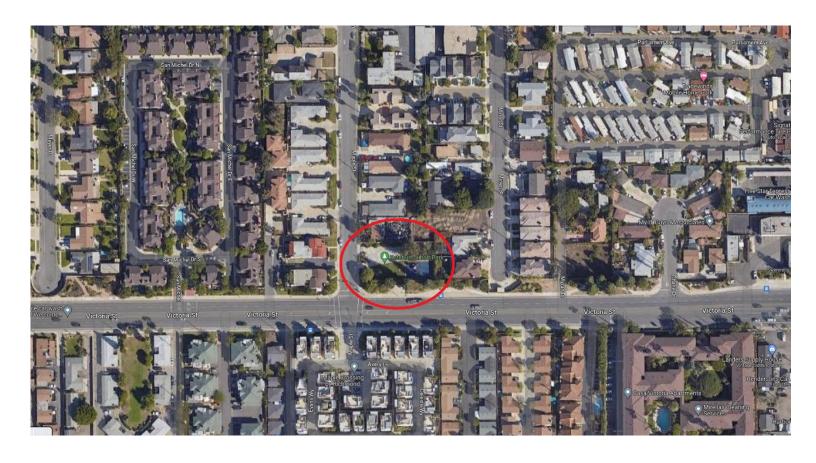
- a. Providing all available system maps, existing hardcopy plans, reports and records on file with the City.
- b. A primary contact/project manager and staff liaison for the project.
- c. Publicity for all scheduled public meetings, including printing and signage, social media channels, website updates, and other communication channels as necessary.
- d. Access to all necessary facilities, including meeting rooms as necessary.

IX. ASSESSMENT OF WORK EFFORT PRIOR TO SUBMITTING REQUEST FOR PROPOSAL

Each Consultant must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful Consultant engineer of the obligations to carry out the provisions of the contract.

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EXHIBIT 1 PROJECT VICINITY MAP



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APPENDIX B

FEE SCHEDULE

The professional services contract will not be awarded based upon competitive bidding. The fee schedule should show the hourly cost of personnel per task under each phase, with a total not-to exceed amount for the project. The consultant's cost proposal for the prime and subcontractors should contain a breakdown of all cost components including labor base rate, other direct costs, overhead, and fees.

It is requested that the fee, including all meetings, reproduction, materials, mailings, and associated project expenses

NOTE: All originals of plans, field notes, data and calculations, correspondence, reports, electronic files, etc., will be turned over to the City upon completion of design. Five percent (5%) of the total contract fee will be withheld until the final PS&E, Resident Engineers File, and all project documents are submitted in acceptable form to the City.

SCHEDULE: The City anticipates a schedule of six <u>(6) months</u> to complete the scope of work for the project design.

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APPENDIX C

SAMPLE PROFESSIONAL SERVICES AGREEMENT

CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT WITH

THIS AGREEMENT is made and entered into this day ofbetween the CITY OF COSTA MESA, a municipal corporation ("City"), and corporation] ("Consultant").	-	- \	, .	•
WITNESSETH:				

- 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. <u>Scope of Services</u>. 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. <u>Professional Practices</u>. 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. <u>Performance to Satisfaction of City</u>. 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

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- (c) Terminate the Agreement as hereinafter set forth.
- 1.4. <u>Warranty</u>. 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. <u>Non-discrimination</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Confidentiality</u>. 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	n accordance	with the f	fee schedule se	t forth in I	Exhibit
"C," attached	hereto and made	a part of thi	is Agreement (the "Fee Sche	edule"). C	Consultant's tota	al compen	sation
shall not exce	ed Dolla	ars (\$	00).					

- 2.2. <u>Additional Services</u>. 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. <u>Method of Billing</u>. 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.

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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. <u>Commencement and Completion of Work.</u> 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. <u>Excusable Delays</u>. 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. <u>Term</u>. 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. <u>Notice of Termination</u>. 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. <u>Compensation</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. 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:

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- (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. <u>Endorsements</u>. 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. <u>Deductible or Self-Insured Retention</u>. 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. <u>Certificates of Insurance</u>. 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. <u>Non-limiting</u>. 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. <u>Entire Agreement</u>. 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. <u>Representatives</u>. 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. <u>Project Managers</u>. 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. <u>Notices</u>. 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:	IF TO CITY:
	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626
Tel:	Tel: (714) 754-
Fax:	Fax: (714) 754-
Attn:	Attn:

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Provide courtesy copy to: City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Attn: Finance Department

- 6.5. <u>Drug-free Workplace Policy</u>. 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. <u>Attorneys' Fees</u>. 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. <u>Governing Law</u>. 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. <u>Assignment</u>. 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.
- 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. <u>Independent Contractor</u>. 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

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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. <u>Cooperation</u>. 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. <u>Conflict of Interest</u>. 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. <u>Prohibited Employment</u>. 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. <u>Costs</u>. 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. <u>No Third Party Beneficiary Rights</u>. 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. <u>Headings</u>. 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. <u>Amendments</u>. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.
- 6.24. <u>Waiver</u>. 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. <u>Severability</u>. 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. <u>Counterparts</u>. 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. <u>Corporate Authority</u>. 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.

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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:		
City Attorney	Date:	
APPROVED AS TO INSURANCE:		
Diak Management	Date:	
Risk Management		
APPROVED AS TO CONTENT:	Date:	
Project Manager		
DEPARTMENTAL APPROVAL		
	Date:	
Department Director		
APPROVED AS TO PURCHASING:		
Finance Director	Date:	
Finance Director		

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APPENDIX D FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution

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VENDOR APPLICATION FORM FOR RFP No. 23-08 ENGINEERING DESIGN SERVICES FOR THE EXPANSION OF KETCHUM-LIBOLT PARK

TYPE OF APPLICANT:	□ NEW □ CURRENT VENDOR
Legal Contractual Name of Corp	oration:
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 CORPORAT	ION
Is your business: (check one)	
☐ CORPORATION	☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL	☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP	☐ UNINCORPORATED ASSOCIATION

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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	er:	
(If none, you must obtain a Costa Mesa Bus	iness License upon awar	d of contract.)
City of Costa Mesa Business License Expira	tion Date:	

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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. 23-08E FOR ENGNEERING DESIGN SERVICES FOR KETCHUM-LIBOLT PARK EXPANSION PROJECT at any time after September 5, 2023.

Signature	Date:
Print	
	OR
a City Councilmember concerning RFP	esentatives have communicated after September 5, 2023 with No. 23-08E FOR ENGNEERING DESIGN SERVICES FOR N PROJECT . A copy of all such communications is attached
Signature	Date:
Print	

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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.

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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."

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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: Facsimile Number: Telephone Number: **Email Address:** Contact person for accounts payable: Telephone Number: Facsimile Number: **Email Address:**

Name of Project Manager:

Telephone Number:

Email Address:

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Facsimile Number:

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:

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Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

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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.
declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer
Date

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Addendum No. 1

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA



CITY OF COSTA MESA

P.O. BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628·1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: SEPTEMBER 26, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA

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 rina.Gurovich@costamesaca.com. A COPY WILL NOT BE SENT BY MAIL.	to
Received by:	
Company:	
All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospect bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 or	

This addendum, effective on this date, addresses the following items:

NON-MANDATORY JOB WALK	1:30 P.M., SEPTEMBER 25, 2023	COMPLETED
NON -MANDATORY JOB WALK LOCATION	2150 MAPLE STREET, COSTA MESA	COMPLETED
DEADLINE TO SUBMIT QUESTIONS	OCTOBER 4, 2023	NO CHANGE
PROPOSAL DUE DATE	2:00 P.M., OCTOBER 12, 2023	NO CHANGE

REQUIREMENTS FOR PROPOSALS:

The three (3) copies of the proposal and three (3) copies of the fee proposal shall be mailed to the City and one (1) PDF file format of the proposal and one (1) PDF file format of the fee schedule shall be submitted online through the PlanetBids website.

CLARIFICATIONS TO REQUEST FOR PROPOSALS:

- 1. The City used services of Pat West, LLC and City Fabrick to conduct several community outreach meetings for the Ketchum-Libolt Park Expansion Project. The results of the outreach and preliminary renderings of park options are included in Attachment 1 of this Addendum.
- 2. The preliminary park design options were discussed with the City's Parks and Recreation Commission at their meeting of August 10, 2023. Please follow the link below to access the recording of the meeting:

Addendum No. 1 ATTACHMENT 2

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA

https://costamesa.granicus.com/player/clip/4023?view_id=14&redirect=true&h=3d33e5997853f0252f04b78227d2140e

3. The sign-in attendance sheet from the job-walk held on 09/25/2023 included in this addendum as an Attachment 2.

Please acknowledge receipt of Addendum 1 on your Proposal and by email per instruction in the first page of this addendum.

Attachments:

1. Attachment 1 - Conceptual Rendering for Ketchum-Libolt Park

Gurovich

2. Attachment 2 - Sign-in Sheet

Irina Gurovich

Associate Engineer

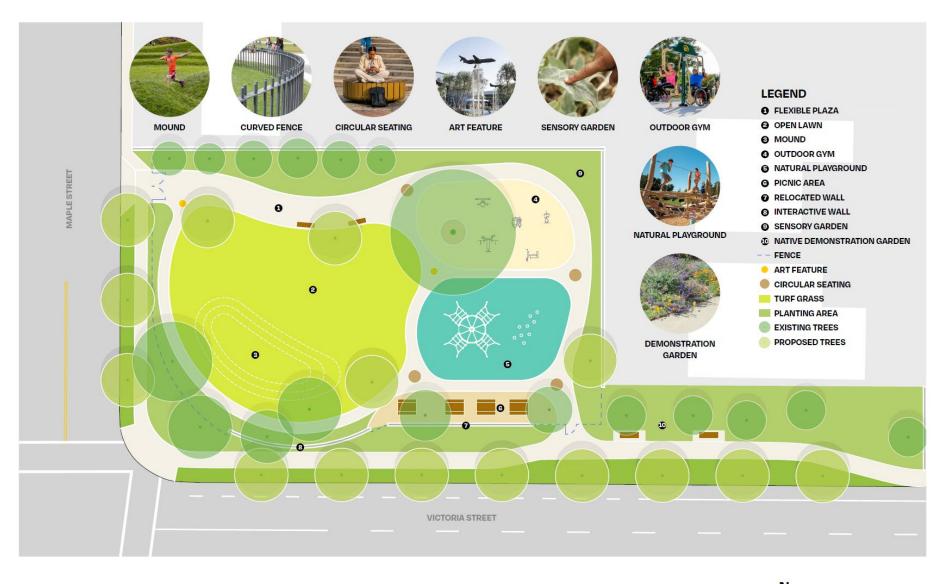


CONCEPTUAL RENDERINGS

KETCHUM-LIBOLT PARK



RTZOG COMMUNITY GEN

























NATURAL PAYGROUND

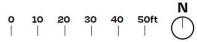
DEMONSTRATION GARDEN





KETCHUM-LIBOLT PARK CONCEPT PLAN - OPTION 2











GREENCREEN FENCE



ADVENURE PLAYGROUND



GAZEB(



PLAZA



MULTI-PURIOSE LAWN



PLAYGROUNE



PICNIC ARA



DEMONSTRATION GARDEN



THE EXPANSION OF KETCHUM-LIBOLT PARK,

2150 MAPLE STREET, COSTA MESA RFP 23-09D

WALK-THRU ATTENDANCE LIST

Monday, September 25, 2023 1:30 pm at the project site

NAME	COMPANY	CONTACT
Tom MUNOZ	Muss	Phone: 714-757-7311
1521 HC 107 PM 10-0		E-mail: tonunca a musica at
KLUMWIEDE	ARCHITEKRA	Phone: 909 - 494 - 2800
RIUMWIEVE		E-mail: see and
Le leal de sec	DRI A F. San	Phone: 888-714-9647 \$3009
Mychal Moser	PBLA Engineering	E-mail: Masser@pbla.biz
TAI GOTO	MARK THOMAS	Phone: 949-632-5087
11 40 10	THE MONTES	E-mail: tgoto @ markthomas. com
Angelu.	Ina design	Phone 949 466-3152
Angela Woodward	madesign	E-mail awardwarde madesign. com
Kristen	1 + 0	Phone: 619 - 768 - 6784 ¥151
Gros	1DS Group	E-mail: Krsten. aros@idsgi.com
ADRIAN ANDERSON	16 / / 6	Phone: 949.468-6650
THE PROPERTY	105 GROVE	E-mail: ANDERSONE 10561 COM
CHONOCI VIDAGA	TUT FING - A	Phone: (FS) US (-OMMO
Lyenesi waamo	TKE Engineening	E-mail: 0107ang @4000gmonng@m
	,	Phone: 714 641 1300
Eric Starling	David Volz Pesign	E mail:
	CALVADA	Phone: 951-280-9760
Glenn Fonc	Surveying	E-mail: 8 Cale to Cale
001-0		Phone: 714,966,4220
C.C. LaGrang	Place Works	Phone: 819 - 809 - 6216
		Phone: 818 - 808 - 67 16
Paul Kim	NOVA Services	E-mail:
	<i>V</i> ,	Phone: Phone:
		E-mail:
	Pa 1	

Pg.1

THE EXPANSION OF KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA RFP 23-09D

WALK-THRU ATTENDANCE LIST

Monday, September 25, 2023 1:30 pm at the project site

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CITY OF COSTA MESA

P.O. BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: October 11, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 2 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA

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 Irina.Gurovich@costamesaca.com. **A COPY WILL NOT BE SENT BY MAIL.**

Received by:			
Company:			

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 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:

NON-MANDATORY JOB WALK 1:30 P.M., SEPTEMBER 25, 2023 COMPLETED

NON -MANDATORY JOB WALK LOCATION 2150 MAPLE STREET, COSTA MESA COMPLETED

<u>DEADLINE TO SUBMIT QUESTIONS</u> OCTOBER 4, 2023 COMPLETED

PROPOSAL DUE DATE CHANGED TO 2:00 P.M., OCTOBER 16, 2023

PROPOSAL DUE DATE:

The proposal due date, which was scheduled for Thursday, October 12, 2023, at 2:00 P.M. has been postponed to Monday, October 16, 2023 at 2:00 P.M.

Addendum No. 3 will be issued by Thursday, October 12, 2023 that will provide answers to the questions that were received through emails and at the job walk.

Please acknowledge receipt of Addendum No. 2 on your Proposal and by email per instruction on the first page of this addendum.

Leiner Gueovich
Irina Gurovich

Associate Engineer

Addendum No. 3 ATTACHMENT 2

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA



CITY OF COSTA MESA

P.O. BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628·1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: OCTOBER 12, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 3 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA

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 the Irina.Gurovich@costamesaca.gov. A COPY WILL NOT BE SENT BY MAIL.	C
Received by:	
Company:	
All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospectiv	/e
bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 on	г
DAILY basis through the close of bids for any applicable addenda or undates	

This addendum, effective on this date, addresses the following items:

NON-MANDATORY JOB WALK	1:30 P.M., SEPTEMBER 25, 2023	COMPLETED
NON -MANDATORY JOB WALK LOCATION	2150 MAPLE STREET, COSTA MESA	COMPLETED

<u>DEADLINE TO SUBMIT QUESTIONS</u> OCTOBER 4, 2023 COMPLETED

PROPOSAL DUE DATE 2:00 P.M., OCTOBER 16, 2023 CHANGED

EMAIL CORRECTION: The email address to submit the addendum has been corrected and should be Irina.Gurovich@costamesaca.gov

CLARIFICATIONS TO PROPOSAL:

The following questions were received at the pre-proposal meeting and through email with subsequent answers and clarifications:

- 1. The RFP indicates the design team is to provide constructability review of their construction documents. As it is difficult for a firm to provide an objective review of their own work is this to be performed by a third-party firm?
 - A. Constructability review of the construction documents will be performed by the members of the Consultant Selection Committee. The selected consultant will not be a part of the Consultant Selection Committee.

- 2. On pages 3-5 of the RFP there are "1. Proposal Format Guidelines;" however, on page 13 in Appendix A there is also "II. CONTENT OF PROPOSAL." Though some of the requirements listed in the two places are similar, there are differences, and both state that the order and content must be adhered to. Can you provide a single outline of what items are required, in what order (if that matters to you), and which items are included in the 20-page limit and which are not?
 - A. The consultants shall follow the instruction provided on pages 3-5 of the RFP in section "1. Proposal Format Guidelines". Cover Letter, Financial Capacity, Fee Schedule, Disclosure, any Professional Services Agreement exceptions. All the forms on the Checklist of Forms to Accompany Proposal along with Covers, Dividers, and Table of Contents are excluded from the 20-page limit.
- 3. May we assume, from reading the requirements on page 13, that the items asked for on pages 3-5 but not on page 13—Cover Letter, Financial Capacity, Fee Schedule, Disclosure, any Professional Services Agreement exceptions, and all the forms on the Checklist of Forms to Accompany Proposal—along with Covers, Dividers, and Table of Contents are excluded from the 20-page limit?
 - A. Cover Letter, Financial Capacity, Fee Schedule, Disclosure, any Professional Services Agreement exceptions, and all the forms on the Checklist of Forms to Accompany Proposal along with Covers, Dividers, and Table of Contents are excluded from the 20-page limit.
- 4. Please clarify existing budget for the park design/construction.
 - A. The total budget for both the design and construction of the park is \$2.4 Million.
- 5. The preliminary plan indicates the removal of the bus turnout. Will this be a part of the park improvements? Is alternative funding available for the removal of the turnout & realignment of the curb (including design services)?
 - A. The removal of the bus turnout and realignment of the curb (including design services) will be parts of the park improvements. The funds allocated for this project will cover the removal of the bus turnout and realignment of the curb which will include design services.
- 6. Is the park expansion intended to include the frontage along the adjacent housing?
 - A. No, this expansion is not intended to include the frontage along the adjacent housing.
- 7. Will the 4 meetings with City staff be required to be in person or is online acceptable?
 - A. The meetings will be required to be in person. The Consultant will be required to conduct presentations at three (3) community outreach meetings, one (1) presentation to the Parks and Community Services Commission, one (1) presentation to the Planning Commission, and one (1) presentation to the City Council. These presentations may be outside of normal business hours and/or on weekends.
- 8. Section IV requires 3 community outreach meetings while Section VII only requires 2. Please clarify how many meetings will be required.
 - A. The Consultant will be required to conduct presentations at three (3) community outreach meetings, one (1) presentation to the Parks and Community Services Commission, one (1) presentation to the Planning Commission, and one (1) presentation to the City Council. These presentations may be outside of normal business hours and/or on weekends.

Addendum No. 3 REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA

- 9. How many views for the 3D renderings does the City anticipate for presentations to Stakeholders and community?
 - A. The 3D renderings should be available for all 6 presentations itemized above in question 8 (3 community outreach meetings, 1 Parks and Community Services Commission, 1 Planning Commission and 1 City Council meeting).
- 10. Will the City require an arborist report for existing trees?
 - A. No. The selected consultant will work with the City arborist throughout the design for the evaluation of the existing trees.
- 11. Will the consultant need to prepare bilingual (Spanish) outreach materials and bilingual services for community outreach meetings?
 - A. Yes, the City will require the selected consultant to prepare the bilingual (Spanish) outreach materials and provide the bilingual services for community outreach meetings. The City will provide bilingual services for the Commission and at the City Council meeting.
- 12. Security cameras were mentioned during the site walk but are not included in the RFP scope of work. How many cameras are to be included in the scope of work and does the City use wireless communications?
 - A. While not required in the RFP scope of work, the City would like to consider an 'additive extra' proposal for security cameras. The number of cameras would be 'as necessary' and the City does utilize wireless communications.
- 13. Appendix B, fee schedule, 2nd paragraph appears to be truncated. What is being requested?
 - A. The second paragraph of Appendix B, Fee Schedule shall be read as follow: It is requested that the fee, including all meetings, reproduction, materials, and associated project expenses, be itemized for the project with a total not-to-exceed amount.
- 14. RFP Construction Support Services Section K #3 requests weekly in-person progress meeting attendance, can these meetings be virtual?
 - A. The meetings are going to be in-person.

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The contents of this 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 request clarification on these matters, please send your request Irina.Gurovich@costamesaca.gov.

Please acknowledge receipt of this bid addendum by filling out and signing within the rectangle on the first page of this bid addendum and e-mailing it to Irina. Gurovich@costamesaca.gov.

Irina Gurovich Associate Engineer

EXHIBIT B CONSULTANT'S PROPOSAL





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

October 16, 2023

Re: Request for Proposals Ketchum-Libolt Park Renovations RFP No: 23-09D

To Whom It May Concern:

We understand the success of the Ketchum-Libolt Park renovation and reimagination project is very important to the City, and the surrounding residents of Costa Mesa. A key factor to the success of your project will be determined by the selection of a creative and professional consultant team with the required skills and experience to achieve your design goals. **We are that team.** We bring to your project our experience with both new park design and existing park renovations. We have a wealth of experience in traditional park planning, nature and specialty park planning, amphitheater design, bioswale and rain gardens, habitat basins, trail and fitness design along with the development of uniquely creative and educational park facilities.

Based in Southern California our landscape architecture firm has a portfolio of creative park design projects throughout the region. Located just a short drive from Costa Mesa in Rancho Cucamonga, our proximity enables us to respond to your project needs quickly while maintaining an assertive schedule to meet your project goals for the completion of the project. For over 32-years we have provided excellence in design and attentive customer service in park development for many local municipalities and public agencies including successful park project for the Cities of Redondo Beach, Pomona, Moorpark, Montclair, and Signal Hill, California. In the following submission we have included references, and expanded graphics highlighting the creativity and professionalism we will bring to the Ketchum-Libolt Park project.

Our key staff for this project will consist of President Richard Krumwiede PLA who will provide project and team oversight; Director of Design, Gregg Denson PLA will oversee the conceptual design phase, and Kay Kite PLA will provide project management for the duration being the main point of contact with the city along with maintaining project schedule. Ms. Kite is a recent addition to our already well qualified staff having worked on projects of similar scopes for another firm with a large park design portfolio. Recent parks she worked on include Frisbie Park in the City of Rialto, Springbrook Estates Pocket Parks for the County of Riverside, and Ayala Park for the County of San Bernardino. Together these three registered professional landscape architects bring over 100 years combined experience in high value, multi-discipline park design and construction projects.

Our subconsultant team will include **JCA** and **Associates** for lighting and electrical design; **L.D.King, Inc.** for civil engineering, site survey, and WQMP design; **GeoTek, Inc.** will provide geotechnical studies; structural engineering will be provided by **RGSE, Inc.** and finally 3D Renderings will be by our rendering specialists **3DIkon**.

In this proposal we have provided a thorough overview of our assumptions of the City's issues and needs, a detailed scope of services for completion of a successful project, references for five projects completed by ADG that demonstrate our qualifications to meet the unique needs of this project, and a detailed schedule providing benchmarks for the completion of each phase of the project. I am confident with this proposal we have provided the City of Costa Mesa with a valuable, in-depth, and thorough proposal outlining the work plan and tasks to successfully complete the plans for renovating Ketchum-Libolt Park. We are ready to commence work immediately.

As owner and president, I am authorized to submit proposals, negotiate fees, and terms on behalf of Architerra Design Group with the City of Costa Mesa. I personally will be the Principal available throughout the term of the project, and my California license, physical address, internet address, telephone, and fax numbers are shown on our letterhead.

Proposal Validity Period – this proposal is valid for 180-days from the date of submission. We recognize that the City reserves the right to negotiate price, or scope items.

Sincerely

Richard Krumwiede, President PLA #2834

email: rkrumwiede@architerradesigngroup.com

Background and Project Summary

The City of Costa Mesa has a culture that sets it apart from other cities in Orange County. As host to the Orange County Fair, South Coast Plaza as well as multiple arts centers, Costa Mesa has become a center for commerce and arts for the surrounding areas. More than these institutions, Costa Mesa is known for its focus on being a family-oriented environment.

Ketchum-Libolt Park is in a community that mixes older homes and single-story apartment buildings with newer multi-story apartment and town home complexes. The neighborhood has experienced substantial infill development, limiting recreation opportunities for the residents. The diverse housing options attract a variety of residents, all with differing recreational desires and abilities to meet them.



The existing park site is to be redesigned and expanded to reflect the needs and desires of a diverse and vibrant community and create more recreational space.

The park is intended to provide a space for the entire community but has been cut off by block walls on three sides and a fence along the street frontage. The walls and fencing have created an isolated environment that does not attract residents into the park. A large concrete pad dominates the entry to

the park while a play area is tucked in a back corner without any supplemental lighting. The picnic area is isolated in the other back corner with limited seating options, discouraging larger family gatherings.

Our team understands the City's goals to create an open and inviting park with exciting and innovative play options as well as attractive and functional picnic areas, additional seating areas, and fencing improvements while maintaining mature trees and providing a safe environment for the community.

ADG has years of experience in utilizing community input to create designs that address the same type of challenges in other urban parks. We understand the need to create a more open and inviting space while providing a safe environment for those enjoying the park. This is evident at the recently completed **Hamilton Park** in the City of Pomona where neglect and criminal activity had made the park all but unusable. ADG worked with the city and surrounding community to create a well lit and easily navigable space that is now heavily used and cared for by the residents. We also have experience with designing small spaces to feel larger as well as maximizing the usability of limited areas. **Hillbrook Park** in the City of Signal Hill is a half-acre park made to seem smaller



"Architerra proved to be very flexible in accommodating all the needs of the City through the three-year design and construction process" for Hamilton Park.

- Rene Guerrero, P.E. Director of Public Works

by the layout of site features and visual barriers. ADG redesigned the park to relieve the crowded feel while increasing the usability of the space. We will use these and other experiences to work with the surrounding community and the City to create an exciting and inviting park to match the unique culture of this Costa Mesa neighborhood.

We understand that timing for completion of our plans is important to the City. As one of the largest landscape architecture firms in the Inland Empire, we are fully staffed with 17 full time credentialed, qualified, and motivated design professionals. We are ready and able to begin your high priority park project in earnest. Our Quality Assurance Program located on page 13 is your assurance that the City will receive impeccable deliverables, provided on time and within budget. Our detailed schedule to complete the park is located on page 19.

Project Approach & Methodology

Our design will include an exciting and innovative play area, picnic spaces, shade structures at the picnic and play areas, fencing alternatives for replacement the wall along Victoria Street, and state-of-the-art lighting. Focus will be placed on flexible spaces that can be used for larger or more intimate gatherings, removing visual barriers, and increasing lighting levels throughout the space. The design will also focus on sustainability and longevity, utilizing



such measures as the preservation of existing trees, advanced irrigation techniques, native and low water use planting, and Low Impact Development measures for storm water runoff. No restroom building or onsite parking is anticipated.

We will prepare one initial design concept and one alternate concept reflecting the intent for the park while respecting the budgetary limitations for construction. These concepts will include a color 3D rendering as well as plans, sections, and profiles where appropriate. The initial concepts will be presented at community workshops. Based on the feedback from the community, two preliminary design concepts will be prepared. These concepts will be presented to the various City

commissions for comments. A final design will be prepared incorporating the comments and suggestions

provided.

Upon approval of the final design, ADG will prepare complete construction documents for the project as identified in our scope of services. A custom prefabricated picnic shelter is anticipated to reduce plan preparation and building department review time. The manufacturer will provide structural drawings and calculations for the structure (cost covered by selected contractor). Street improvement plans are not anticipated as a part of this project. Construction Support Services will be provided as outlined in the Scope of Services throughout the anticipated 12 month construction period. Bidding Assistance and CAD as-builts are not included within our scope but can be provided at a later date if requested.



Statement of Qualifications



Architerra Design Group (ADG) is a fully insured professional landscape architectural and site planning firm serving California, Arizona, Oregon, New Mexico, and Nevada. The firm was established in 1991 by Richard Krumwiede, a licensed Landscape Architect with over 40 years' experience in the landscape design and construction industry. Architerra is based in Rancho Cucamonga, California, an easy drive to the City of Costa Mesa.

Serving clients' needs by producing sustainable, cost effective, and innovative design solutions is the primary goal of ADG. We achieve these goals with the development of strong design concepts that guide each project from the initial design phases to final construction. Consistently striving to achieve this goal, we work with the clients to

produce sustainable projects of lasting value.

Our project experience covers public and private developments of all sizes. These projects include community and specialty parks, inclusive/universal playgrounds, natural open space parks and trails, historic structures, regional, university, college, high school, middle school, and elementary schools, specific plans and design guidelines, community retail and commercial centers, urban redevelopments, city wide streetscape master plans, commercial park master planning, hospitals, multi-family residential complexes, model homes, community master planning, neighborhood entry monuments and custom residential estates.

Technical skills range from the preparation of simple design tissue sketches to formal and elaborate presentation plans, perspective drawings, construction documents, design guidelines, manuals, and construction observation services. The office is also fully CAD-automated.

As one of the Inland Empire's largest Landscape Architecture firms, our Clients have the advantage of working with an experienced principal and project team dedicated to your project from start to finish. This increases the level of service and product quality throughout all phases of the development process. Currently the office is staffed with 17 full-time professional employees, seven of whom are licensed landscape architects. The remainder of the office employees holds either a bachelor's or master's degree in Landscape Architecture, or other complimentary fields.

An important feature to the firm's success is our ability to identify and meet the client's construction budgets. Prior to the start of the design process, we thoroughly discuss the anticipated improvement costs for each phase of development. Based on this initial feedback, value engineering studies are conducted to determine the actual improvements possible to maintain the budgetary constraints. ADG then carefully coordinates all phases of design development with the approved construction budget. This creates projects that are consistently constructed at, or below the original estimate of projected cost.

Relevant Experience

ADG has cultivated a reputation for high quality design, professionalism, and success in the design of renovated park projects similar to Ketchum-Libolt. The following examples of work detail our experience and professionalism. Expanded graphic examples of our work are included in the Appendix. Additional project references are available on request.



Hillbrook Park, City of Signal Hill

ADG prepared the design, is currently preparing construction documents and will provide construction administration services for Hillbrook Park in Signal Hill. The City wanted to redesign the park with updated essential amenities which included a picnic shelter and tables, lighting, updating play equipment, a walking track, security fencing, fitness equipment, a display board, marquee sign, and updated planting and irrigation.

ADG prepared three preliminary conceptual design plans and exhibits for City approval. ADG collaborated with the City in the community outreach meetings where design amenities were presented to the community.



Phil and Nell Soto Park, City of Pomona

Recently completed, this new 1.76-acre passive nature oriented park, located in the Wilton Heights Historic District of Pomona was developed in conjunction with a Rivers and Mountain Conservancy Grant sand a State of California Urban Greening Greening grant program.

ADG conducted community outreach meetings with City staff, complete with our in-house Spanish translator. Features of the

park include: educational and in-terpretive signage highlighting the area's historic significance of citrus and agriculture and the native habitat, utilization of local native plants, permeable paving, exercise stations, perimeter fencing, shade structures, picnic areas, children's play area, butterfly and hummingbird garden, bio swale detention garden, riparian woodland garden, native California grassland meadow, decomposed granite walkways with trail mile markers, and pathway lighting.



Hamilton Park, City of Pomona

ADG prepared a comprehensive plan and construction documents to renovate the existing Hamilton neighborhood park providing updated and expanded, active and passive recreational, resources to a diverse, underserved community. Proposition 68 Grant funding along with bond money from Measure A and W, provided the funding for this park design. ADG assisted City Staff with presentations to the Community.

The Sustainable design is achieved park using drought tolerant, native plants and trees, recycled materials such as recycled materials such as decomposed granite, locally mined boulders and aggregate, and LID

design strategies. The park design features a bioswale and rain garden planted with California Natives for ground water recharge and permeable concrete pavers are used for hardscape at the new heavy timber shade structure and prefabricated restroom.



Walnut Acres Park, City of Moorpark

Conceptual Design and Construction Documents for a small neighborhood pocket park, in conjunction with the City Moorpark's Parks and Recreation Department Staff. This 0.38-acre park site is located within an existing neighborhood and incorporates many sustainable features that include: bioswales for storm water infiltration, permeable DG paving, natural materials and drought tolerant native plant materials. Major design features include an open play turf area, a tot lot with equipment for multiple age

groups, picnic tables, benches, concrete access walks and perimeter tubular steel fencing on the three open sides of the park. The western property line incorporated a 6' high block wall to provide separation from the adjoining residence.



Dominguez Park, City of Redondo Beach

ADG prepared the conceptual design, collaborated with the City on community engagement presentations, and is currently completing construction documents for the City of Redondo Beach. A revitalization of existing playground areas at Dominguez park, including new playground equipment, rubberized surfacing, pathways and trail layout. The project scope encompasses approximately 1.25-acres of the park, and includes a "joined" (ages 2-5 and 5-12) playground designed to be fully inclusive/full

spectrum and focusing on both the physical and social aspects of inclusion and development through play. Also includes an upper terrace less structured and more "natural" playground elements.



Sunset Park, City of Montclair

ADG was contracted as part of the plan to revitalize this neighborhood park to create a safer community friendly environment and to provide the planting, irrigation, and hardscape design for the interior park portions. ADG collaborated with the City for the Community engagement events, completed conceptual plans, and are currently completing construction documents.

Amenities include a small informal amphitheater for neighborhood events, prefabricated restroom building, exercise stations, shade structures, new inclusive playground, picnic tables, benches, bike racks, and drinking fountains. A meandering ADA accessible concrete path encircles the park.

Planting consists of drought tolerant trees and shrubs, irrigated by both new irrigation and upgraded existing irrigation.

Key Staff & Project Team

Architerra Design Group will serve as the Primary Consultant for the project, with President Richard Krumwiede PLA#2834, providing contract, and team oversight. Gregg Denson PLA#4302, Director of Design, will lead the conceptual processes, while our Project Manager, Kay Kite PLA#6760 will provide daily scheduling, project management and be the main point of contact throughout the duration of the project's contract. All three are registered landscape architects with the State of California. Key personnel will be 100% available throughout the duration of the project with each operating out of our office in Rancho Cucamonga.

Our subconsultant team will include: L.D. King, Inc. for civil engineering, site survey and WQMP design and JCA Engineering, Inc. will provide all electrical and lighting designs. We have also included the services of RGSE to provide as needed structural calcs for designed amenities, GeoTek, Inc. to provide Geotenchinal studies and 3DIkon is our go to subconsultant for illustrative and beautifully rendered 3D renderings of the proposed designs.

ADG is fully staffed with 17 full time employees allowing us to be nimble and responsive to client and project needs with no lapses in service or communication. We are ready and available to begin the project immediately.

The following resumes for the key staff members from ADG highlight their experience, professionalism, and certifications. Each is a registered landscape architect for the State of California and possess over 100 years combined experience between them.

Finally, we have included the following organizational chart showing the full staffing resources of ADG along with our proposed sub consultants. We have put together a creative, and professional team that is certain to provide the quality of care and professionalism the Town requires to complete this generational park and trail project.

Architerra Staff

President/Founder - Richard Krumwiede, ASLA, PLA #2834



Mr. Krumwiede is a hands-on principal, who participates throughout all phases of Architerra projects. He conducts design development and administration on a wide range of projects including community master plan design, parks, public schools, model homes, multi-family, and street projects. He was recently involved in the planning of The Desi House Park and Event Center in Eastvale, and the 1,500-acre Master Plan for Atwell in the City of Banning. He is a past President of the Southern California Chapter of the American Society of Landscape Architects (ASLA).

Honors and Awards include numerous City Beautification Awards, as well as commendations for Model Home and Master Planned Community Designs. In 2007, he was awarded an ASLA Honor Award for garden design and his home and gardens were featured in Sunset magazine's July 2007 issue.

He was born in Upland, California, and graduated from Cal Poly, Pomona with a Bachelor of Landscape

Architecture in 1984. ADG operates under Mr. Krumwiede's California License #2834, and he is also licensed as a landscape architect in Arizona #29115, Oregon #841, New Mexico #538, and Nevada #446.

Director of Design - Gregg Denson, ASLA, PLA #4302



As Director of Design, Mr. Denson is responsible for overseeing all aspects of project design from inception to completion. His duties would include: participation in client contact, design development, and finalization of all formal design exhibits.

Mr. Denson has been involved with designing some of the firm's most challenging projects. The talented design team he heads up works on projects focusing on sustainable design for open spaces, parks and public gathering areas..

Mr. Denson will work with staff to prepare all of the graphic sketches and sections detailed in the scope of services. Additionally, he will attend community engagement and team meetings as required to assist in the presentation of our work. Mr. Denson has considerable experience with local municipalities in park design, development and construction implementation.

Recent relevant project experience includes designing: Uptown Park in Yucaipa, the Fairplex Promenade in Pomona, the NBC Universal Park Design, and the Desi House Park Master Plan, which includes a community center and event area for events such as weddings and concerts. He was also the designer of the Moreno Valley Park and Amphitheater project and worked closely with City Staff to understand their needs and transform the City's vision to paper.

Mr. Denson has a Bachelor of Science in Landscape Architecture from California State Polytechnic University, Pomona, and provides more than 17 years of design experience to the firm. He is currently licensed as a landscape architect in California (#4302). He is also a native plant enthusiast who utilizes his own residence for studying the growth characteristics and water requirements of California native plants.

Project Manager - Kay Kite PLA #6760 MLA, ASLA, ASIC, CID, CLIA



Ms. Kite comes to ADG with over twenty-five years experience as a senior Landscape Architect. Her practice includes park site design, campus and urban planning, planting design, and project management. She specializes in water conservation, native plant palettes, and efficient irrigation designs. Her previous firm specialized in City and Public park design and she will bring her expertise to the design and community engagement for the Ketchum Libolt Park project.

Other experience includes designing small private residences, university campuses, along with commercial and industrial projects. She has worked directly with contractors and maintenance personnel both pre and post construction to provide site inspections and to assist and refine designs for longevity and practicality while maintaining the desired aesthetic.

She received her Master Landscape Architecture (MLA) from Cal Poly Pomona. She is a registered landscape architect with the State of California and a Certified Irrigation Designer (CID) and a Certified Landscape Irrigation Auditor (CLIA).

JCA Engineering, Inc. Electrical Engineer

JCA Engineering is dedicated to providing efficient and innovative architectural lighting design services, along with state-of-the-art electrical engineering. JCA is a Certified Small Business Enterprise and is conveniently located in Highland. The principals of this growing firm offer more than 65-combined years of experience in electrical systems engineering.

James Corns President/Principal

As Principal/Project Manager for a majority of the firm's projects, his duties include meetings, site visits, design of Electrical Construction documents and construction support. He also over sees all office activities and reviews all projects.

Relevent Projects with ADG:

- Phil and Nell Soto Park, Pomona CA
- Desi House Park and Community Center, Eastvale CA
- Moreno Valley Civic Center Park and Amphitheater

L.D. King, Inc. Civil Engineering/Survey

Provides consulting civil engineering, and surveying services throughout Southern California from our office in Ontario, California. Since its founding in 1965, L.D. KING, INC. has been providing professional design engineering services to public works, land development, community development, and city planning projects in innovative and successful ways. L.D. KING, INC. staff members bring talent, education and experience to every project.

Carla E. Berard, P.E., P.L.S., Sr. Project Manager California Professional Engineer - Civil Number 45183 Professional Land Surveyor Number 7224

Education: Bachelor of Science in Civil Engineering, California State Polytechnic University, Pomona 1986

Ms. Berard has over 35 years of experience in infrastructure improvements for both public works and private land development projects. Carla is a Sr. Project Manager in the Land Development Department. She is responsible for the preparation of grading plans, tract maps, and the design of street, sewer, water, storm drain plans, commercial sites, parks, and recreation centers.

Relevent Projects with ADG:

- · Celebration Park, City of Ontario
- Sunset Park, City of Montclair

GeoTek, Inc. Geotechnical Services

GeoTek, Inc. is a full-service consulting firm specializing in geotechnical, construction materials testing and inspection services and environmental services since it was incorporated in 1997. Their services are provided by a diverse team of professional who are passionate about their careers and who carry a specialized knowledge of their profession.

GEOTEK'S staff is a multi-disciplinary team of professionals that include civil/geotechnical engineers, geologist, hydrogeologists, geophysicists, and environmental scientists. These professionals have decades of experience consulting on projects.

3D Rendering/Video Flyovers - 3D Ikon

3DIkon is a Professional Architectural Visualization studio composed of a young team of Architects, 3D Digital Artists, Graphic Designers, and Digital Animators determined to make use of their fullest potential and expertise to professionally assist Architectural firms, Engineering firms, and Building Industries around the globe.

Their sole mission is to provide excellence by meeting your time and cost expectations without sacrificing detail and professionalism. They continuously strive to help their clients with impressive graphics and imaging.

Relevent Projects with ADG:

- Desi House Park and Community Center, Eastvale CA
- Moreno Valley Civic Center Park and Amphitheater

RGSE Inc., Structural Engineers

RGSE, Inc. strives to be a leader in providing value-added engineering services to our clients by creating a successful partnership with them throughout the design and construction process. Our pledge is to establish lasting relationships with our clients by exceeding their expectations and gaining their trust through exceptional performance by every member of our engineering and design team.

Ramon Garcia established RGSE, Inc. in June 2005. RGSE, Inc. primarily provides structural engineering consulting services to architects as part of a design team for building structures. We also provide services for: diligence reports, structural observations, expert witness, forensic engineering, seismic evaluation of existing buildings, and some heavy concrete civil structural design.

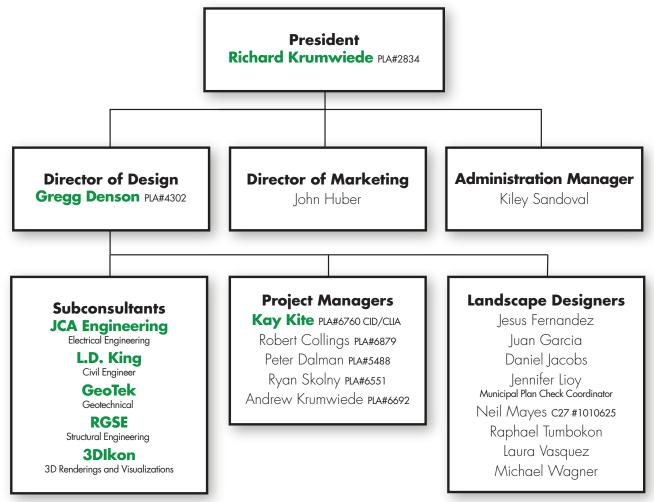
RGSE, Inc. has significant project and engineering experience in commercial, industrial, public, DSA, essential facilities, high-end custom homes, senior housing, multifamily housing, mixed use, seismic retrofits, due diligence reports, fatal flaw analysis, and peer reviews.

Relevent Projects with ADG:

- Dominguez Park, City of Redondo Beach
- Eagle Vista, French Valley (Pulte Homes)

The following organizational chart highlights the responsibilities and team structure theat we will employ for the successful design and construction of Ketchum-Libolt Park. Project manager Kay Kite has the professional experience and skill for the design, community engagement and preparation of construction documents for park projects of similar scope to Ketchum-Libolt Park.

Architerra Design Group Organizational Chart Ketchum-Libolt Park



Quality Control and Assurance

Timeliness/Work Schedule

It is understood that time is of the essence. ADG will provide services within the number of calendar days as authorized at the time of the project assignment, after the commencement date specified in the notice to proceed. A project schedule is typically completed by our team in "Fast Track", detailing each projects phases and tasks for Client review and approval prior to the start of work.

Additionally, ADG's projects are consistently completed on time, due to our Principals active involvement during the progression of our projects through weekly project management meetings and proactive staff scheduling.

Quality Assurance Program

Unlike larger firms, our modest size gives our Clients the advantage of working with an experienced principal from project start to finish, which increases the level of service and product quality throughout all phases of project development. Our office has developed project design standards, construction document standards, and cost estimating programs, which enable us to provide drawings and projects to our Client's, which are consistently higher than the "professional standard of care". Additionally, all projects are reviewed in-house for errors and corrections prior to Client and/or Agency submittals.

Communication with our Clients, regarding their project's progress, is also a part of our quality assurance program. Clients are updated biweekly through written "Project Status Reports" prepared by the project manager. 90% of our business is either repeat business from established Clients or referrals from our Clients and Public Agencies. This is a direct result of our office's high standards for design, construction documents, and client service.

Cost Estimating Process

In support of our Value Engineering process, ADG prepares "Statements of Probable Construction Costs" as required by the project's scope of services. The "Statements of Probable Construction Costs" are prepared using Excel spreadsheets, which have been developed by our office over the last 32 years to accurately estimate our project's costs. The office "master" is updated annually using bid data from our clients, contractor surveys, and material cost multipliers. "Statements of Probable Construction Costs" are generally prepared during the Schematic Design, Design Development, and Construction Document Phases for in-house and client review, and input.

Value Engineering

An important element in our firm's success is our ability to meet the Client's construction budgets. Prior to the start of the design process, we thoroughly discuss the Client's anticipated improvement cost for each phase of development. Based on this initial feedback, value-engineering studies are conducted to determine the actual improvements possible to maintain the budgetary constraints. ADG then carefully coordinates all phases of design development with the approved construction budget. This creates projects that are consistently constructed at or below the original estimate of projected cost.

Scope of Services

ADG has reviewed the scope of service requirements for the design of the renovation of Ketchum-Libolt Park identified in the RFP for this project. Based on these requirements, ADG, and its team of consultants, agrees to perform the following services for the Professional Fees indicated.

A. Project Analysis and Review:

- 1. Architerra Design Group (ADG)
 - a. Conduct a Team project kick-off meeting with City and stakeholders to introduce team and discuss design direction and scheduling, scope and obtain any relevant plans and documents. Prepare meeting minutes.
 - b. Conduct Site Visit to review and document existing conditions and evaluate opportunities and constraints.
 - c. Prepare <u>graphic</u> site analysis and <u>written</u> site analysis summary report detailing the project site's design opportunities and constraints.
 - d. Program Development.
 - e. Schedule and conduct two (2) project development team meetings with City staff. Prepare meeting agendas and minutes.
 - f. Utility Research (irrigation point of connection, pressure, etc.)
 - g. Project Administration, and Telephone Consultation.
 - h. Consultant Coordination.

2. Civil Engineer

- a. Attend kick-off meeting with City and Team, and attend design review meetings, as required.
- b. Review record drawings, utility plans, documents and survey data to verify the existing As-Built conditions and existing easements.
- c. Research utility points of connection.
- d. Meet with Public Works Department to gather input and requirements regarding utilities.
- e. Identify and address hydrology, existing stormwater infrastructure and site hydraulics including options for on-site storm water infiltration.
- f. Obtain approvals from City Building Department and Public Works for grading and utility improvement plans.

3. Electrical Engineer

- a. Attend kick-off meeting with City and Team, and attend design review meetings, as required.
- b. Coordinate with local power utility for points of connection.
- 4. Geotechnical Engineering Services will include:
 - a. Excavate (4) exploratory hollow stem auger borings with the aid of a track mounted drill rig. Bore holes will be backfilled at completion of drilling.
 - b. Perform infiltration testing at (2) bore holes.
 - c. Perform laboratory testing of soil samples collected from (2) bore holes.
 - d. Prepare geotechnical report for proposed facilities.

B. Survey Phase:

- 1. Civil Engineer/Surveyor
 - a. Obtain permission from all landowners where topographic survey information is required.

- b. Project Control Locate sufficient, existing, centerline and/or boundary monuments to effectively calculate the boundary from record maps, deed(s) and or title report.
- c. Horizontal and vertical control Establish horizontal and vertical control onsite tied to boundary and Orange County Benchmark (OCBM).
- d. Field Topo Provide a topo of the site to obtain existing contours and topographic features with the project site and the street centerline of adjacent streets. Provide contour lines beyond the limits of work to establish drainage.
- e. Field Survey Provide a field survey to locate existing trees, utilities and appurtenances, and spot elevations along existing curbs or walks as necessary for design, within the project site.
- f. Mapping Prepare base map showing record boundary, centerline and any pertinent data from record drawings. Prepare topographic map at a scale of 1" = 20' with one-foot contours showing all site features, utilities, buildings, trees, etc. Provide base mapping CAD files for the project at 20 scale and play enlargements at 10 scale.
- g. Cross Sections Prepare cross sections with existing elevations.
- h. Prepare a Survey Plan containing all information listed above, stamped by a licensed surveyor and submit to the City of Costa Mesa.

C. Schematic Design Phase:

- 1. Landscape Architectural services will include:
 - a. Prepare CAD base sheets from site survey at 10-scale on 30" x 42" sheet format. (one sheet)
 - b. Prepare an initial Schematic Design Plan and an alternate Schematic Design Plan at 10-scale for staff review. Plan will show recommended hardscape, planting, and amenity layouts for Client and Agency review.
 - c. Prepare preliminary plant palettes.
 - d. Prepare preliminary irrigation MAWA and ETWU Calculations for both design alternatives.
 - e. Prepare Theme and Material Boards of selected site amenities, landscape fencing, shade structures, and plant photos.
 - f. Meet with City Staff to present initial schematic plans and receive City Comments for revising designs. (2 meetings)
 - g. Revise initial Schematic Design Plans for presentation at public outreach meetings.
 - h. Prepare (1) aerial 3D color rendering of each initial schematic option. (2 total)
 - i. Conduct two (3) public workshops. Prepare bilingual agendas and exhibits. Prepare meeting minutes.
 - j. Based on public feedback and City staff direction, ADG to prepare (2) formal Conceptual Park Plans, one preferred and one alternative along with revised 3D color renderings for presentation to Parks and Community Services Commission, Planning Commission, and City Council.
 - k. Present final Conceptual Plans and renderings to Parks and Community Services Commission, Planning Commission, and City Council. Prepare meeting minutes for each presentation.
 - l. Prepare final Preliminary Design Plan based on feedback from public workshops and City meetings. Revise aerial 3D rendering for final concept.
 - m. Prepare preliminary quantities and cost estimate.
 - n. Provide submittals to all required agencies and departments and obtain approvals.
 - o. Consultant Coordination.
- 2. Civil Engineering services to include:
 - a. Provide AutoCAD base sheets to Architerra Design Group for use in preparing Park Plans.

- b. Prepare a preliminary grading and drainage plan based on the park layout provided by Architerra Design Group. The preliminary grading plan shall show the vertical control benchmark information, existing and proposed contours and vertical control benchmark information.
- c. Prepare a Preliminary Utility Plan including water and sewer services based on the Park Layout provided by Architerra Design Group and the tie in locations determined during the Project Analysis Phase.

3. Electrical Engineer services will include:

- a. Conduct site power utility investigation.
- b. Coordinate design with ADG's team
- c. Develop preliminary electrical design plan.
- d. Consult and coordinate with governing power agencies as needed.
- e. Coordinate with ADG's Cost Estimate, provide preliminary electrical costs and suggest possible changes for any value engineering.

D. Design Development Phase – 70% PS & E:

- 1. Landscape Architectural services will include:
 - a. Based on any City comments from the Schematic Design Submittal, provide CAD design development at 70% complete PS & E of overall site at 10-scale.
 - b. Provide site demolition plan showing all proposed removals and items to remain.
 - c. Prepare site construction plan indicating all proposed paving, site amenities, features, and the location of each item. Provide a construction legend of all proposed improvements and a site furnishing legend of proposed site amenities and finishes.
 - d. Prepare construction installation details of proposed improvements.
 - e. Coordinate with manufacturers of prefabricated elements including shade structures and play equipment to obtain plans elevations and details.
 - f. Coordinate with Civil Engineer for site grading and drainage including drainage swales & retention areas, landscape berms and hardscape grades.
 - g. Prepare an irrigation plan identifying proposed equipment, P.O.C. location, mainline runs and associated landscape zones and estimated flow rates.
 - h. Prepare Irrigation Details.
 - i. Prepare a planting plan with color-coded tree, shrub and ground cover layout with species and sizes.
 - j. Prepare Planting Details.
 - k. Prepare outline project specifications.
 - 1. Prepare an updated project quantities and cost estimate.
 - m. Prepare and submit all Design Development plans and documents to the City for Project Committee review and approval.
 - n. Consultant Coordination.
 - o. Provide (2) 3D renderings-1 aerial and 1 eye level.
- 2. Civil Engineering services to include:
 - a. Coordinate grading design with ADG's team.
 - b. Prepare 70% complete documents for submittal, which include drawings, outline specifications, and preliminary engineering calculations.
 - c. Coordinate with ADG's Cost Estimate to update the quantities and cost estimate.

- 3. Electrical Engineer services will include:
 - a. Coordinate electrical design with ADG's team.
 - b. Prepare 70% complete power and lighting system electrical plans.
 - c. Provide site illumination plan for walkways.

E. Construction Document Phase – 90% & 100% PS & E:

- 1. Landscape Architectural services will include:
 - a. Provide Title Sheet preparation.
 - b. Provide final site demolition plan.
 - c. Prepare final construction layout plans at 10-scale for site elements indicating horizontal control dimensions, paving materials and finishes, site furniture and lighting standard locations.
 - d. Prepare construction details for site plan features such as hardscape, entry monument sign, seat-walls, picnic tables, barbecues, etc., as required.
 - e. Prepare final irrigation plan for park site in compliance with City Water Efficiency Ordinance. Prepare Water Efficiency Landscape Worksheet
 - f. Prepare irrigation details. Prepare Irrigation Controller Charts.
 - g. Prepare final planting plan for park site in compliance with City Water Efficiency Ordinance.
 - h. Prepare planting details. Prepare a Planting/Irrigation Hydro-zone Plan.
 - i. Provide final technical Construction, Irrigation & Planting Specification sections covering all items of construction. Compile technical sections with city provided boiler plate documents.
 - j. Provide a Soils Test and Soils Management Report.
 - k. Submit completed plans to the City for agency processing and plan check review. (3)
 - 1. Provide City Plan Check Corrections.
 - m. Prepare a Statement of Probable Construction Costs based upon final plans.
 - n. Prepare an itemized construction bid form with accurate quantities.
 - o. Consultant Coordination.
 - p. Provide (2) 3D renderings for 90% and final submittal --1 aerial and 1 eye level.
- 2. Civil Engineering services will include:
 - a. File Notice of Intent to Grade and obtain WDID # from the State Water Quality Control Board by uploading and filing the document to the SMARTS System.
 - b. Provide Final Hydrology/Hydraulic Report for pre and post development peak water runoff for the 50-year 24-hour storm event to confirm a reduction in overall flow rates from the estimated park site.
 - c. Final Design. The final design plans will be based on approved design development plans. The final improvement plans will include:
 - ADA accessibility for all site features.
 - Final precise grading with vertical alignment for all pathways and contours for all graded areas.
 - Drainage will be designed to utilize a bioswale before flowing into the street.
 - Street improvement plans for removal of bus stop on Victoria Street.
 - Provide Construction quantities for all Civil items.
 - d. Review Specifications provided by Architerra based on Standard Specifications for Public Works Construction.
 - e. Water Quality Management Plan (WQMP).

- f. Provide revisions necessary as part of agency reviews.
- 3. Electrical Engineering services will include:
 - a. Design final power system including main metered pedestal to meet minimum owner's standards electrical requirements.
 - b. Process all required paperwork with local power utility company service requirements for new point of connection and other requirements.
 - c. Design of power distribution from new service to each new light fixture, including electrical controls, and all equipment.
 - d. Design of walkway and play area lighting to meet all building codes presently adopted by the authority having jurisdiction.
 - e. Design of picnic/gathering area lighting and general power.
 - f. Design of power connection to new irrigation controller.
 - g. Provide structural pole base calculations for walkway/playground and parking lot lights area pole. (two structural calculations included)
 - h. Provide site lighting photometric illumination point by point drawing for walkways, playground, as required.
 - i. Provide exterior lighting Title 24 calculations.
 - j. Provide revisions necessary as a part of Building Department review.

F. Construction Support Phase (12 months):

- 1. Landscape Architectural services will include:
 - a. Respond to all Contractor Requests for Information.
 - b. Review all Contractor Submittals
 - c. Attend weekly in-person construction meetings.
 - d. Review and advise on any Construction Change Order Requests.
 - e. Perform final punch-list walk at the end of construction.
- 2. Civil Engineering services will include:
 - a. Respond to all Contractor Requests for Information.
 - b. Review all Contractor Submittals
 - c. Attend weekly in-person construction meetings.
 - d. Review and advise on any Construction Change Order Requests.
 - e. Perform final punch-list walk at the end of construction.
- 3. Landscape Architectural services will include:
 - a. Respond to all Contractor Requests for Information.
 - b. Review all Contractor Submittals
 - c. Attend weekly in-person construction meetings.
 - d. Review and advise on any Construction Change Order Requests.
 - e. Perform final punch-list walk at the end of construction.

Proposed Schedule Ketchum-Libolt Park

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3	CONDUCT PROJECT TEAM KICK OFF MEETING		1/5/24		•																										
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Administrative and Fiscal Capability

ADG has proven to be fiscally responsible, having been in business for 32-years. The firm generates an average annual billing of + \$2 million, and has no pending litigations, contract defaults, or other negative financial or legal conditions.

We are not party to any lawsuits, nor have we been disciplined as a consultant by any government agency. We are a sound and established company with a proven track record of financial responsibility. We monitor our fiscal health with diligent monitoring and forecasting of our workload monthly and weekly.

Once monthly billing is completed, the administration department works with the project managers to prepare a back-log report of our work in hand. This report summarizes our remaining contract amounts and pending work on active projects, includes new projects added throughout the month, and identifies projects or phases that may be on hold for 3-6 months, or 6+ months. The principals then evaluate this report, along with month end financial reports, to review the trend line on increasing or decreasing workload. They can then make decisions or adjustments as needed to ensure there is adequate staffing to complete pending and future projects and phases.

Elected Officials Disclosure Statement

ADG 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.

Proposed Modifications to Professional Services Agreement

We have reviewed the City of Costa Mesa's indemnity clause in the PSA and would request that the clause be amended, or a clause be added, to include language in alignment with the State's Senate Bill 496. Senate Bill 496 went into effect January 1st, 2018, and modifies California Civil Code section 2782.8, which limits the "duty to defend" to the comparative fault of the professional in private and public contract.

Here is a sample clause that could be added to the agreement:

"If Consultant's obligation to indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code Section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, shall not exceed the Consultant's proportionate percentage of fault."

Appendix

Addendum No. 1

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA



CITY OF COSTA MESA

P.O. BOX 12000 77

77 FAIR DRIVE

CALIFORNIA 92628·1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: SEPTEMBER 26, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA

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 Irina.Gurovich@costamesaca.com. A COPY WILL NOT BE SENT BY MAIL.

Received by: _	Richard Krumwiede, President	
Company:	Architerra Design Group	

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 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:

NON-MANDATORY JOB WALK	1:30 P.M., SEPTEMBER 25, 2023	COMPLETED
NON -MANDATORY JOB WALK LOCATION	2150 MAPLE STREET, COSTA MESA	COMPLETED
DEADLINE TO SUBMIT QUESTIONS	OCTOBER 4, 2023	NO CHANGE
PROPOSAL DUE DATE	2:00 P.M., OCTOBER 12, 2023	NO CHANGE

REQUIREMENTS FOR PROPOSALS:

The three (3) copies of the proposal and three (3) copies of the fee proposal shall be mailed to the City and one (1) PDF file format of the proposal and one (1) PDF file format of the fee schedule shall be submitted online through the PlanetBids website.

CLARIFICATIONS TO REQUEST FOR PROPOSALS:

- 1. The City used services of Pat West, LLC and City Fabrick to conduct several community outreach meetings for the Ketchum-Libolt Park Expansion Project. The results of the outreach and preliminary renderings of park options are included in Attachment 1 of this Addendum.
- 2. The preliminary park design options were discussed with the City's Parks and Recreation Commission at their meeting of August 10, 2023. Please follow the link below to access the recording of the meeting:

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA



CITY OF COSTA MESA

P.O. BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

DATE: October 11, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 2 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA

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 Irina.Gurovich@costamesaca.com. **A COPY WILL NOT BE SENT BY MAIL.**

Received by: _	Richard Krumwiede					
Companv:	Architerra Design Group					

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 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:

NON-MANDATORY JOB WALK 1:30 P.M., SEPTEMBER 25, 2023 COMPLETED

NON -MANDATORY JOB WALK LOCATION 2150 MAPLE STREET, COSTA MESA COMPLETED

<u>DEADLINE TO SUBMIT QUESTIONS</u> OCTOBER 4, 2023 COMPLETED

PROPOSAL DUE DATE CHANGED TO 2:00 P.M., OCTOBER 16, 2023

PROPOSAL DUE DATE:

The proposal due date, which was scheduled for Thursday, October 12, 2023, at 2:00 P.M. has been postponed to Monday, October 16, 2023 at 2:00 P.M.

Addendum No. 3 will be issued by Thursday, October 12, 2023 that will provide answers to the questions that were received through emails and at the job walk.

Please acknowledge receipt of Addendum No. 2 on your Proposal and by email per instruction on the first page of this addendum.

Leiner Gueovich
Irina Gurovich

Associate Engineer

Addendum No. 3

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE

FROM THE DEPARTMENT OF PUBLIC WORKS/ ENGINEERING DIVISION

CALIFORNIA 92628·1200

DATE: OCTOBER 12, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 3 – REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR THE PLANNING AND DESIGN OF THE EXPANSION OF THE KETCHUM-LIBOLT PARK, 2150 MAPLE STREET, COSTA MESA, CA

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 Irina.Gurovich@costamesaca.gov. A COPY WILL NOT BE SENT BY MAIL.

Received by: _	Richard Krumwiede	
Company:	Architerra Design Group	

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 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:

NON-MANDATORY JOB WALK	1:30 P.M., SEPTEMBER 25, 2023	COMPLETED
NON -MANDATORY JOB WALK LOCATION	2150 MAPLE STREET, COSTA MESA	COMPLETED
DEADLINE TO SUBMIT QUESTIONS	OCTOBER 4, 2023	COMPLETED
PROPOSAL DUE DATE	2:00 P.M., OCTOBER 16, 2023	CHANGED

EMAIL CORRECTION: The email address to submit the addendum has been corrected and should be Irina.Gurovich@costamesaca.gov

CLARIFICATIONS TO PROPOSAL:

The following questions were received at the pre-proposal meeting and through email with subsequent answers and clarifications:

- 1. The RFP indicates the design team is to provide constructability review of their construction documents. As it is difficult for a firm to provide an objective review of their own work is this to be performed by a third-party firm?
 - A. Constructability review of the construction documents will be performed by the members of the Consultant Selection Committee. The selected consultant will not be a part of the Consultant Selection Committee.

APPENDIX D FORMS

Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution

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VENDOR APPLICATION FORM FOR RFP No. 23-08 ENGINEERING DESIGN SERVICES FOR THE EXPANSION OF KETCHUM-LIBOLT PARK

TYPE OF APPLICANT:	X NEW ☐ CUR	RENT VENDOR	
Legal Contractual Name of Corpo	ration: Architerra, Inc.		
Contact Person for Agreement:	Richard Krumwiede		
Title: President	E-Mail Addres	ss: <u>rkrumwiede@architerrade</u> sig	ngroup.com
Business Telephone: (909) 484			
Corporate Mailing Address:102			
City, State and Zip Code: Ra	ncho Cucamonga, CA 9	1730	
Contact Person for Proposals: _F	ichard Krumwiede		
Title: President	E-Mail Addres	ss:srkrumwiede@architerradesigr	ngroup.com
Business Telephone: (909) 484			
ls your business: (check one)			
☐ NON PROFIT CORPORATI	ON 🛛 FOR PROF	TIT CORPORATION	
ls your business: (check one)			
	LIMITED LIABILITY	PARTNERSHIP	
☐ INDIVIDUAL	SOLE PROPRIETOI	RSHIP	
☐ PARTNERSHIP	UNINCORPORATE	O ASSOCIATION	

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Names & Titles of Corporate Board Members

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

Names		Title	Ph	one
Richard Krumwiede Presi	dent, Vice Pres	sident, Secretary,	Treasurer	(909) 484-2800
				
				
	·			
	22.00	200002		
Federal Tax Identification Num	ber: 33-00	390993		
City of Costa Mesa Business L	icense Numbe	r: Will obtain	on contract	
(If none, you must obtain a Co	sta Mesa Busin	ess License upor	n award of c	contract.)
, ,	 			,
City of Costa Mesa Business L	icense Expirati	on Date:		

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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. 23-08E FOR ENGNEERING DESIGN SERVICES FOR KETCHUM-LIPCLT PARK EXPANSION PROJECT at any time after September 5, 2023.

When	Date: October 12, 2023
Signature	
Richard Krumwiede	
Print	
	OR
a City Councilmember concerning RFP	esentatives have communicated after September 5, 2023 with No. 23-08E FOR ENGNEERING DESIGN SERVICES FOR I PROJECT. A copy of all such communications is attached
Signature	Date:
Print	

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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?

Χ

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

Page 37 of 41 352

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

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COMPANY PROFILE & REFERENCES

Company Legal Name:

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

Architerra Inc. dba Architerra Design Group

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

Registered Landscape Architect CA #2834

Business Address:

10221-A Trademark St. Rancho Cucamonga, CA 91730

Website Address:

architerradesigngroup.com

Telephone Number: Facsimile Number: (909) 484-2800 (909) 484-2802

Email Address:

rkrumwiede@architerradesigngroup.com Length of time the firm has been in business:

32 years

Length of time at current location:

19 years

Is your firm a sole proprietorship doing business under a different name: Yes

____Nolf yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 33-0890993

Regular Business Hours: Monday - Thursday 7:30 am to 5:30 pm; Friday 8:00 am to 12:00 pm

Regular holidays and hours when business is closed: New Years, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Friday after, Christmas, Weekends (Sat/Sun)

Contact person in reference to this solicitation: RichardKrumwiede

Telephone Number: (909) 484-2800 Facsimile Number: (909) 484-28023

rkrumwiede@architerradesigngroup.com

Contact person for accounts payable: Kiley Sandoval

Telephone Number: (909) 484-2800 Facsimile Number: (909) 484-28023

ksandoval@architerradesigngroup.com

Email Address:

Name of Project Manager: Kay Kite

Telephone Number: (909) 484-2800 Facsimile Number: (909) 484-28023

kkite@architerradesigngroup.com

Email Address:

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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 Moorpark

Contact Name:

Contract Amount:

Jeremy Laurentowski, Parks and Recreation Director

Contract Amount: \$22,750.00

Address: JLaurentowski@moorparkca.gov

Brief Contract Description: 799 Moorpark Avenue, Moorpark, CA 93021

Design and Construction Documents for Walnut Acres Park

Company Name:

Telephone Number: City of Pomona

Contact Name: Matt Pilarz, Senior Civil Engineer

Contract Amount: \$116,600.00

Email: Matt_Pilarz@ci.pomona.ca.us

Address: 505 South Garey Avenue, Pomona, CA 91769

Brief Contract Description: Design and Construction Documents for Hamilton Park

Company Name: City of Beaumont

Telephone Number: Doug Story, Community Services Director

Contact Name: \$37,950.00

Contract Amount: dstory@beaumontca.gov

Email: 550 E. 6th Street, Beaumont, CA 92223

Address: Design and Construction Documents for Rangel Park

Brief Contract Description:

Company Name: County of San Bernardino Special Districts

Telephone Number:

Phil Krause. District Planner

Contact Name: \$106,525.00

Email: phil.krause@sdd.sbcounty.gov

Address: 222 W. Hospitality Lane, 2nd Floor, San Bernardino, CA 92415

Brief Contract Description: Design and Construction Documents for Desert View Conservation Area

Company Name: City of Redondo Beach

Telephone Number: Andrew Winje, City Engineer

Contact Name: \$92,500.00

Contract Amount: Andrew.Winje@redondo.org

Email: 415 Diamond Street Redondo Beach, CA 90277

Address: Design and Construction Documents for Dominguez Park

Brief Contract Description:

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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.

1 4	YW	
Bidder	Applica	nt/Proposer
Octo	ber 12,	+2023
Date		

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Creativity. Service. Environment.



EXHIBIT C

FEE SCHEDULE



Not to Exceed Fee Proposal: Engineering Design Services for The Expansion of Ketchum-Libolt Park 2150 Maple Street, Costa Mesa RFP No. 23-09D

We present the following fees for the completion of the above referenced project. We have included the subconsultant fees herewith and have included their expanded scope and proposals in the ensuing fee package as well.

GRAND TOTAL (with estimated reimbursable allowance):	\$193,098.00
Design Contingency	\$ 10,000.00
Estimated Reimbursables	\$ 10,000.00
GRAND TOTAL	\$173,098.00
Task F: Construction Support Service Phase	\$ 37,0700.00
Task E: Construction Document Phase	\$ 39,250.00
Task D: Design Development Phase	\$ 24,230.00
Task C: Schematic Design Phase	\$ 35,540.00
Task B: Site Survey	\$ 7,375.00
Task A: Project Analysis and Review	\$ 29,633.00

Architerra Design Group Hourly Rates

Principal	\$200.00
Director	\$175.00
Project Manager	\$135.00
Landscape Designer	\$125.00
CAD Designer	\$110.00
Clerical	\$ 65.00

We have included each subconsultants proposal along with their hourly rates in this fee package.

Reimbursable Expenses

Reimbursable expenses can vary and are dependent on the needs and demands of the Client. The following costs shall be reimbursed at cost plus, and are not included in the Fee for Professional Services:

- Expense of reproductions for generation of original drawings, plan check submittals and construction bidding, including printing, Xerox copying, photo reproductions.
- Cost of postage and shipping expenses other than first class mail.
- All automobile mileage shall be paid at the standard rate for business automobile use as set forth by the Internal Revenue Service.
- Photographic services, film and processing.
- Agronomic Soils tests and reports.
- Construction materials testing & reports
- Cost of models, special rendered exhibits, promotional photography, special process printing, special equipment, special printed reports or publications maps and documents approved in advance by City.
- Agency Processing and fees paid for securing approval of agencies having jurisdiction over the Project (Plan check fees, variance applications, etc.).
- Fees for additional special consultants retained with the approval of City.

ARCHITERRA DESIGN GROUP, INC.

HOUR & COST PROJECTIONS

JOB NAME: KETCHUM-LIBOLT PARK

CLIENT: COSTA MESA

CONTACT:

DATE: October 16th, 2023

PREPARED BY: Kay, Gregg & Rich

PROJECT ANALYSIS AND REVIEW:	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	CLERICAI	TOTAL HRS.	COST PER TASK
PROJECT KICK-OFF MEETING	2	2	2				6	\$1,020.00
SITE VISIT/FIELD INVENTORY			4		4		8	\$940.00
PREPARE SITE ANALYSIS SUMMARY		1	3	9			13	\$1,705.00
PROGRAM DEVELOPMENT			3				3	\$405.00
PROJECT TEAM MEETINGS WITH CITY STAFF - 2 MTGS	3	6	6				15	\$2,460.00
PREPARE AGENDAS AND MEETING MINUTES			4				4	\$540.00
UTILITY COORDINATION			2				2	\$270.00
PROJECT ADMINISTRATION/TELEPHONE CONSULTATION		2	14				16	\$2,240.00
CONSULTANT COORDINATION (PROJECT ANALYSIS) - 10%			14				14	\$1,890.00
CIVIL ENGINEER							ALLOW	\$6,100.00
ELECTRICAL ENGINEER							ALLOW	\$850.00
GEOTECHNICAL INVESTIGATION							ALLOW	\$11,213.00
TOTALS	5	11	52	9	4	0	81	\$ 29,633.00

SURVEY:	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	CLERICAL	TOTAL HRS.	COST PER TASK
CONSULTANT COORDINATION (SURVEY)			5				5	\$675.00
CIVIL ENGINEER							ALLOW	\$6,700.00
TOTALS	0	0	5	0	0	0	5	\$ 7,375.00

SCHEMATIC DESIGN:	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	CLERICAL	. TOTAL HRS.	COST PER TASK
BASE SHEET DEVELOPMENT (10 SCALE CAD)			2		5		7	\$770.00
INITIAL DESIGN PLAN - 2 ALTERNATIVES		4	4	24	8		40	\$5,040.00
PRELIMINARY PLANT PALETTE		1		3			4	\$550.00
PRELIMINARY IRRIGATION & MAWA CALCS			1		4		5	\$535.00
THEME AND MATERIAL BOARDS			4		8		12	\$1,340.00
CITY STAFF DESIGN REVIEW MEETINGS - 2 MTGS		3	3				6	\$930.00
PREPARE AGENDAS AND MEETING MINUTES			14				14	\$1,890.00
CONDUCT PUBLIC MEETINGS - 3 MTGS		9	9				18	\$2,790.00
REVISE INITIAL PLANS BASED ON PUBLIC MTGS - 2 ALTERNATIVES		2	4	12	6		24	\$2,990.00

TOTALS	0	30	75	39	35	0	ALLOW 179	\$1,700.00 \$ 35,540.00
3D RENDINERINGS							ALLOW	\$5,200.00
CIVIL ENGINEERING (30%)							ALLOW	\$4,890.00
CONSULTANT COORDINATION (SCHEMATIC) - 10%			9				9	\$1,215.00
PROJECT ADMINISTRATION/TELEPHONE CONSULTATION		2	14				16	\$2,240.00
PRELIMINARY COST ESTIMATE			2		4		6	\$670.00
PRESENT TO CITY COUNCIL - 1 MTG		3	3				6	\$930.00
PRESENT TO PLANNING COMISSION - 1 MTG		3	3				6	\$930.00
PRESENT TO PARKS COMMUNITY SERVICES COMISSION - 1 MTG		3	3				6	\$930.00

DESIGN DEVELOPMENT PHASE 70% PS&E:	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	CLERICAL	. TOTAL HRS.	COST PER TASK
70% COMPLETE DESIGN PLAN COORD			4		4		8	\$940.00
SITE DEMOLITION PLAN			2		6		8	\$870.00
SITE CONSTRUCTION PLAN			4		6		10	\$1,140.00
SITE CONSTRUCTION DETAILS			4		12		16	\$1,740.00
MANUF. COORDINATION FOR PLAY EQUIPMENT		4	2				6	\$970.00
MANUF. COORDINATION FOR PICNIC SHELTER		4	2				6	\$970.00
IRRIGATION PLAN		2	2		6		10	\$1,220.00
IRRIGATION DETAILS					0.5		0.5	\$50.00
PLANTING PLAN		2	2		6		10	\$1,220.00
PLANTING DETAILS					0.5		0.5	\$50.00
OUTLINE SPECIFICATIONS		1	6				7	\$985.00
UPDATED COST ESTIMATE			2		4		6	\$670.00
PREPARE AND SUBMIT PLANS			2		2		4	\$470.00
CONSULTANT COORDINATION (DESIGN DEVELOPMENT) - 10%			9				9	\$1,215.00
3D RENDINERINGS							ALLOW	\$1,800.00
CIVIL ENGINEERING (70%)							ALLOW	\$6,520.00
ELECTRICAL ENGINEERING							ALLOW	\$3,400.00
TOTALS	0	13	41	0	47	0	101	\$ 24,230.00

CONSTRUCTION DOCUMENT PHASE 90% & 100% PS&E	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	CLERICAL	TOTAL HRS.	COST PER TASK
TITLE SHEET/PROJECT INFO.			2		5		7	\$770.00
DEMOLITION PLAN			2		4		6	\$670.00
CONSTRUCTION PLAN (10 HRS/SHT)			2		6		8	\$870.00
CONSTRUCTION DETAILS			4		12		16	\$1,740.00
IRRIGATION PLAN (10 HRS/SHT)			4		6		10	\$1,140.00
IRRIGATION DETAILS					1		1	\$100.00

PREPARE WATER EFFICIENT LANDSCAPE WORKSHEET	1				1		1	\$100.00
PREPARE IRRIGATION CONTROLLER CHARTS					1		1	\$100.00
PLANTING PLAN (10 HRS/SHT)			4		6		10	\$1,140.00
PLANTING DETAILS					1		1	\$100.00
PLANTING/IRRIGATION HYDROZONE PLAN					1		1	\$100.00
CONSTRUCTION SPECIFICATIONS			4				4	\$540.00
IRRIGATION & PLANTING SPECIFICATIONS			2				2	\$270.00
SOILS TEST & REPORT TIME (BILLED AS REIMBURSABLE)			2				2	\$270.00
IN HOUSE PLAN CHECK		5					5	\$875.00
PREPARE AND SUBMIT PLANS TO CITY			4		2		6	\$740.00
PLAN CHECK CORRECTIONS (IN-HOUSE/AGENCY)			4		14		18	\$1,940.00
COST ESTIMATE (FINAL)			1		4		5	\$535.00
PREPARE ITEMIZED CONSTRUCTION BID FORM			8		2		10	\$1,280.00
CONSULTANT COORDINATION (CONSTRUCTION DOCUMENTS) - 10%			18				18	\$2,430.00
3D RENDINERINGS							ALLOW	\$1,800.00
CIVIL ENGINEERING (90% & 100%)							ALLOW	\$4,890.00
CIVIL ENGINEERING (WQMP)							ALLOW	\$4,200.00
ELECTRICAL ENGINEERING							ALLOW	\$3,650.00
STRUCTURAL CALCULATIONS							ALLOW	\$9,000.00
TOTALS	0	5	61	0	66	0	132	\$ 39,250.00

CONSTRUCTION SUPPORT SERVICES:	PRINCIPAL	DIRECTOR	PROJECT MGR.	DESIGNER	CAD	CLERICAL	TOTAL HRS.	COST PE	R TASK
respond to requests for information			12				12	\$1,6	620.00
REVIEW CONTRACTOR SUBMITTALS			12				12	\$1,6	620.00
WEEKLY CONSTRUCTION PROGRESS MEETINGS (12 MONTHS)			180				180	\$24,3	300.00
REVIEW AND ADVISE ON CHANGE ORDER REQUESTS			12				12	\$1,6	620.00
PUNCH WALK			6				6	\$8	310.00
FIELD REPORT PREARATION			12				12	\$1,6	620.00
CONSULTANT COORDINATION (CONSTRUTION SUPPORT)			8				8	\$1,0	00.080
CIVIL ENGINEERING							ALLOW	\$3,4	400.00
ELECTRICAL ENGINEERING							ALLOW	\$1,0	00.00
TOTALS	0	0	242	0	0	0	242	\$ 37,0	70.00
HOURLY BILLING RATES	\$200.00	\$175.00	\$135.00	\$125.00	\$100.00	\$65.00			
TOTAL PROFESSIONAL SERVICES								\$ 173,0)98.00
ESTIMATED REIMBURSABLE EXPENSES								\$10,0	00.00
DESIGN CONTINGENCY								\$10,0	00.00

GRAND TOTAL \$193,098.00



ENGINEERING AND SURVEYING SERVICES FOR THE EXPANSION OF KETCHUM-LIBOLT PARK IN THE CITY OF COSTA MESA

Proposal for Civil Engineering Services to provide Engineering and Surveying services for the Expansion of Ketchum-Libolt Park, a 0.34 acre park located at the Northeast corner of Victoria Street and Maple Street, in the City of Costa Mesa. The Scope of Services is more specifically defined in the task descriptions below.

TASK 1 TOPOGRAPHIC MAPPING, SITE REVIEW AND UTILITY RESEARCH

Surveying & Mapping:

- Project Control Locate sufficient, existing, centerline and/or boundary monuments to effectively calculate the boundary from record maps, deed(s) and or title report.
- Horizontal and Vertical Control Establish horizontal and vertical control onsite tied to boundary and Orange County Benchmark, OCBM.
- Field Topo Provide a topo of the site to obtain existing contours and topographic features within the project site and to the street centerline of adjacent streets. Provide contour lines beyond the limits of work to establish drainage patterns.
- Field Survey Provide a field survey to locate existing trees, utilities and appurtenances and spot elevations along existing curbs or walks as necessary for design, within the project site.
- Mapping Prepare base map showing record boundary, centerline and any pertinent data from record drawings. Prepare topographic map at a scale of 1" = 20' with one-foot contours showing all existing site features, utilities, buildings, trees, etc. Provide base mapping CAD files for the project, at 20 scale and play area enlargements at 10 scale.
- Cross Sections Prepare cross sections with existing elevations.
- Prepare a Survey Plan containing all information listed above, stamped by a licensed surveyor and submit to the City of Costa Mesa.

Site Review and Research:

- Review record drawings, documents and survey data to verify the existing As-Built condition and existing easements.
- Provide field observation.
- Meet with Public Works Department to gather input and requirements regarding utilities.
- Identify and address hydrology, existing stormwater infrastructure and site hydraulics including options for on-site stormwater infiltration.

Utility Investigation/Coordination:

Notify utility companies to obtain plans of existing utility facilities, and identify and locate all
utilities (both underground and overhead) within the project limits, including mains, service
lines, meter boxes, valve cans, irrigation lines, drain lines, channels, traffic signal conduit, etc.

October 13, 2023



- Coordinate with the respective utility companies to determine locations and depths of
 facilities for design purposes; request utility companies to pothole their facilities as required
 to obtain precise elevations of existing utilities; determine elevations of exposed existing
 utility facilities; determine where interferences with existing facilities will occur as a result of
 the construction of this project and resolve any conflict with utility companies.
- Obtain approval in writing from utility companies for necessary utility work and clearance.
- Comply with the City of Costa Mesa's "Utility Coordination Procedures."

TASK 2 CONSTRUCTION DOCUMENTS

Schematic Design Phase:

Provide AutoCAD base sheets to Architerra Design Group for use in preparing Park Plans.
 Park Base Sheets to be set at 20 scale with enlargements at 10 scale if requested.

Preliminary Construction Bid Documents:

- Preparation of a Preliminary Grading and Drainage Plan based on the Park Layout provided by Architerra Design Group. The preliminary grading plan shall show the vertical control benchmark information, existing and proposed contours and vertical control benchmark information.
- Preparation of a Preliminary Utility Plan including water and sewer services based on the Park Layout provided by Architerra Design Group and the tie in locations determined during the Site Inventory and Analysis Phase.

Final Construction Bid Documents:

The final design plans will be based on the approved design development plans. The final improvement plans will include:

- Grading and Drainage Plan including all proposed contours and significant spot elevations, parking lot revisions, drainage system design with ADA Accessibility to all site features.
- Final earthwork quantities.
- Utility Plan including sewer and water improvements.
- Street Improvement Plan for improvements along Victoria Street for the removal of the existing bus turn-out.
- Provide revisions necessary as part of the City review.
- Updated Opinions of Probable Cost for all civil items.
- Provide Technical Specifications for all civil items based on Standard Specifications for Public Works Construction.

TASK 3 PROJECT MEETINGS AND COORDINATION

- Attendance at design review meetings as needed. (Includes 4 hours Project Manager, 2 hours Project Engineer.)
- Coordination with Architerra Design Group and City Staff.
- Obtain approvals from City Building Department and Public Works for grading and utility improvement plans.

October 13, 2023



• This task to be billed on a Time and Materials basis not to exceed without prior authorization from the Client.

TASK 4 WATER QUALITY MANAGEMENT PLAN

Prepare a Water Quality Management Plan for the site to fulfill the requirements of the City of Costa Mesa MS4 permit related to Santa Ana Regional Water Quality Control Board.

TASK 5 STORM WATER POLLUTION PREVENTION PLAN

Prepare a Storm Water Pollution Prevention Plan to meet the requirements of the California Construction General Permit Order. Submit to the City of Costa Mesa for information and file with the SMARTS system for the Regional Water Quality Control Board to obtain a WDID number.

TASK 6 CONSTRUCTION SUPPORT

Provide Construction Support as needed.

- Respond to Contractor Requests for Information.
- Review Contractor Submittals.
- Attend weekly construction progress meetings, when necessary.
- Review and advise on any construction change order requests.
- Perform punch walk at the end of construction.



ENGINEERING AND SURVEYING SERVICES FOR THE EXPANSION OF KETCHUM-LIBOLT PARK IN THE CITY OF COSTA MESA

COMPENSATION

TASK	DESCRIPTION	FEE
Task 1	Topographic Mapping, Site Review and Utility Research	\$8,600.00
Task 2	Construction Documents	\$16,300.00
Task 3	Project Meetings and Coordination (T&M)	\$4,200.00
Task 4	Water Quality Management Plan (If Required)	\$4,200.00
Task 5	Storm Water Pollution Prevention Plan (If Required)	\$4,100.00
Task 6	Construction Support	\$3,400.00
	Reimbursable Expenses (estimated)	\$500.00
	TOTAL	\$41,300.00

TERMS, FEES, AND CONDITIONS ARE VALID FOR 60 DAYS FROM THE DATE OF THIS PROPOSAL.

PROFESSIONAL FEE FOR SERVICES

Client agrees to compensate Consultant for civil engineering services for a fixed fee amount of \$36,600.00, and Project Meetings and Coordination and Reimbursable Expenses on a Time and Materials basis of \$4,700.00.

EXTRA WORK

Client agrees to pay Consultant compensation for all authorized extra work at the hourly rates set forth in the attached Rate Schedule. All such extra work shall be authorized by the Client prior to commencing such work.

FEE ADJUSTMENTS

Client understands and agrees that the fees quoted for the services to be performed are subject to an annual increase on October 1st of each year, beginning in 2024. The percentage increases (if any) shall apply only to the unexpended portion of the total Agreement amount remaining on each such October adjustment date. The adjustment will be in accordance with adjustments in the Master Agreement between the Civil Engineers and Land Surveyors of Southern California and the International Union of Operating Engineers Local No. 12, AFL-CIO.

October 13, 2023



PROPOSAL SUBMITTED BY:	
Carla Berand	
Carla Berard, P.E., P.L.S. CEO	
THIS PROPOSAL DATED OCTOBER 13, 2023, I	IS ACCEPTED BY:
Signature	Dated:
Name Printed	

L.D. King, Inc. Rate Schedule

October 1, 2022 – September 30, 2023

Principal	\$186.00
Sr. Engineer Designer	\$184.00
Sr. Project Manager	\$184.00
Project Manager	\$164.00
Project Engineer	\$145.00
Engineer/Designer III	\$131.00
Engineer/Designer II	\$115.00
Engineer/Designer I	\$105.00
CAD Drafter III	\$105.00
CAD Drafter II	\$ 95.00
CAD Drafter I	\$ 70.00
Administrative Assistant	
Intern	
	45.00
Surveying Services Director of Survey	\$185.00
Carrier Communication	\$154.00
Senior Survey Calculator	\$136.00
Survey Calculator	\$256.00
3-Man Survey Crew	
2-Man Survey Crew	\$109.00 \$109.00
1-Man Survey	\$130.00
Travel Time	¢356.00
3-Man Survey Crew	\$356.00
2-Man Survey Crew	\$309.00
1-Man Survey	\$198.00
Overtime Rates	¢460.00
3-Man Survey Crew	\$469.00
2-Man Survey Crew	
1-Man Survey	\$293.00
<u>Subsistence</u>	4
3-Man Survey Crew	\$488.00
2-Man Survey Crew	\$324.00
<u>Construction Services</u>	
Sr. Resident Engineer	
Resident Engineer	\$136.00
Senior Inspector	\$126.00
Inspector	
Car/Truck for Construction Services Personnel	\$ 71.00/Day
Reimbursable Costs	
In-House Printing	
Outsourced Printing Expenses	
Express Mail & Delivery	Cost + 15%
Subconsultant Services	Cost + 10%

NOTE: L.D. King, Inc. reserves the right to change hourly rates on October 1, due to labor agreements, salary adjustments, and changes in operating expenses. All billings will be at the current billing rates.





Engineering Inc.

Electrical Engineering & Consulting

8048 Palm Ave. Highland, CA 92346 909.864.0223 Fax 909.864.0280 james.corns@jcaeng.com

SERVICE AUTHORIZATION AND AGREEMENT

Date: 10/05/23

Requested By: Richard Krumwiede

Company: ARCHITERRA Design Group, Inc. JCA File # 23-3008.0

Address: 10221-A Trademark

Rancho Cucamonga, CA 91730

Telephone: (909) 484-2800 Fax: (909) 484-2802

Project Name: Ketchum-Libolt Park Expansion

Location: Costa Mesa, Ca.

Project Description: Provide Electrical Construction documents reflecting new walkway pole lighting, covered picnic shelter lighting and power at existing passive park.

FEE SCHEDULE:

For electrical engineering design services per "Exhibit A" and "Exhibit B", attached made a part hereof;

Fixed Fee of Eight Thousand Five Hundred Dollars (\$ 8,500.00) for Electrical Engineering and Electrical Construction Documents

Hourly Fee not to exceed One Thousand Dollars (\$ 1,000.00) for Construction Administration Fixed Fee of Six Hundred Fifty Dollars (\$ 650.00) for Site Lighting Photometric Illumination Plans, if required.

Fixed Fee of Four Hundred Fifty Dollars (\$ 450.00) for Exterior Site Title 24 Energy Calculations, if required.

CLIENT APPROVAL

Acceptance copy of this service authorization shall be signed and returned prior to commencement of work. The undersigned accepts the terms of this agreement, "Exhibit A-Scope of Services", and "Exhibit B - Terms of Agreement for Engineering Services", articles 1 through 11, attached as part hereof.

CLIENT SIGNATURE:		DATE:	
NAME :		Client P.O. / Project #	
NAME:	James J. Corns	FOR: JCA Engineering Inc.	
CONSULTANT:	July	DATE: 10/05/23	

Acknowledgment copy - Please sign and return

"EXHIBIT A" SCOPE OF SERVICES

- 1. Design of power distribution from existing service pedestal to each new light fixture including electrical controls and all fixture and equipment specifications.
- 2. Design of pole walkway lighting to meet all building codes presently adopted by the authority having jurisdiction.
- 3. Design of covered picnic shelter lighting to meet all building codes presently adopted by the authority having jurisdiction.
- 4. Design of covered picnic shelter power to meet Owner's requirements.
- 5. Remove or replace existing pole mounted area lights.
- 6. Provide structural pole base calculations for walkway lights. (one structural calculation).
- 7. Provide site lighting photometric illumination point by point drawing for walkways/playground, if required.
- 8. Provide exterior walkway lighting Title 24 calculations, if required.
- 9. Provide California registered Electrical Engineer's review, stamp and signature.
- 10. Provide revisions necessary as a part of Building Department review; submit construction documents for bid issue and construction.
- 11. Respond to requests for information and prepare any addenda as necessary.
- 12. Review all shop drawings relating to the electrical work for compliance with the construction documents.

SERVICES NOT INCLUDED:

- 1. Soils testing and reports. Client shall provide to Consultant for use in structural calculations.
- 2. Design of new off-site street lighting or structural pole base calculations for street lighting.
- 3. Design of any components for data, integrated communications, access control, site sound system, site annunciation system site video surveillance, wireless Wi-Fi or site solar system.
- 4. Design monument up lighting
- 5. Fees, submittals, processing or approval of electrical drawings with local Building Department.
- 6. Advertisement or hard copy sets for bidding purposes. Owner shall provide all advertising, bid sets and book specification, including fees, for bid.
- 7 Providing Boiler plate specifications or conducting bid process. Owner shall be responsible for all bid items.
- 8. Fabrication of electronic site plan, Client shall provide scaled electronic site plan.
- 9. Designing replacement of existing meter pedestal if inadequate for new loads
- 10. Design of Future Solar Power System headend, equipment, cabling, solar panels or connection to

existing site meter pedestal.

- 11. Design of future electric car charging station raceways or power requirements.
- 12. Investigation and documentation of "as built" electrical if existing drawings are unavailable. Field investigation by consultant is limited to visual observation of panels and overcurrent devices without exposing live parts. Owner shall furnish licensed electrician if necessary, to determine panel capacity.
- 13. Design of remedial electrical work where existing conditions are in violation of California Electric Code. (C.E.C.)
- 14. Providing calculation to determine the load of the existing site metered service. Owner shall provide copy of the utility bills for the last 12 months.

"EXHIBIT B" TERMS OF AGREEMENT FOR ENGINEERING SERVICE

Article 1 BASIC SERVICES

- 1.1 Consultant shall coordinate with Client with respect to the Consultant's services in such a way that Consultant's duties and responsibilities shall be co-extensive with those of Client. Consultant shall perform his services in character, sequence, and timing so that they will be coordinated with services of Client and other Consultants for the project. Consultant's services will proceed after adequate base sheets and/or Client furnishes other information necessary. The Consultant's services shall conform to the original schedule and budget for the project as provided by the Client. The relationship of Consultant to the Client shall be that of an independent contractor performing professional services for Client in accordance with this Agreement.
- 1.2 Consultant shall comply with all Electrical Building Department rules and regulations that will affect this design on this project.
- 1.3 Consultant shall provide a complete set of design documents including all schedules, details, diagrams, legends and specifications (if required). Consultant shall furnish at his client all progress prints and specifications required.
- 1.4 Consultant shall review all electrically related shop drawings as submitted by the Electrical Contractor to ensure compliance with specifications.
- 1.5 Consultant shall perform the services as set forth on "Exhibit A", attached.

Article 2 DOCUMENT SUPPORT

- 2.1 Document support shall include Building Department or Division of State Architects review changes, Building Department or Division of State Architects responses and request for information during bid.
- 2.2 Document support shall be considered as part of the contract, if required, regardless of the extensiveness of support required on the project.

Article 3 CONSTRUCTION ADMINSTARTION

Construction administration shall include addenda items due to changes, estimated construction cost, providing bid list, pre bid meeting, pre-construction meeting, change order review, shop drawing review, request for information during construction, meetings during construction, site visits during construction video meetings during construction, conference calls during construction and final site inspection/punch list.

Article 4 WORK NOT INCLUDED / EXTRA SERVICES

4.1 All Building Department Fees: Consultant shall provide drawings as required to submit

electrical construction documents for the Building Department plan check. Client shall pay all Building Department fees.

- 4.2 Printing: Client shall furnish at his expense information and progress prints of the work required for this project. Prints required by reviewing agencies. Documents required for bidding and construction shall be paid for by Client or Consultant shall pay for blueprinting and Client will reimburse. Client shall pay for final prints and specifications furnished to Consultant. Mylar final prints shall be paid for by Client or Consultant shall pay and Client will reimburse. Reimbursable invoice for additional prints shall include blueprint cost, plus 15% for any applicable governmental fees, outside vender reproduction cost, in house reproduction costs, mileage and delivery or messenger services incurred on client's behalf
- 4.3 Additional work/revisions: No additional services shall be performed without written direction from Client. Consultant shall be paid by Client for any additional work resulting from changes or revisions made by the Client or Project Owner and also for any additional work not specifically mentioned in Articles 1 and 2 above, as provided in paragraph 5.1.

Article 5 COMPENSATION

- 5.1 Client shall pay Consultant amount stated in "FEE SCHEDULE", page 1.
- 5.2 Client shall pay Consultant for Article 3 "Work Not Included/Extra Services/Construction Support" for changes or revisions per paragraph 4.3 at the hourly rates as set forth in paragraph 4.3.
- 5.3 For the purposes of hourly services and/or revisions for the basic services, the Consultant shall invoice the Client at the following rates:

Project Engineer/Manager \$ 230.00
Designer \$ 180.00
Drafting/CADD \$ 165.00
Clerical/Delivery/Accounting \$ 150.00

These hourly rates shall be adjusted annually based on increases in product cost, the cost of living and fuel prices.

Article 6 INVOICE AND PAYMENTS

- 6.1 At Building Department or Division of State Architects submittal Construction Documents shall be considered 80%. Consultant shall tender an 80% invoice to Client setting forth all amounts due. Client shall completely pay 80% invoice prior to final building department or division of state architects submittal or electrical drawings will not be stamped or wet signed
- 6.2 When project is approved by the Building Department, Division of State Architects or published for bid the Electrical Construction Documents shall be considered 100%. Consultant shall tender a 20% invoice (Total amount for Construction Documents 100%) to Client setting forth all amounts due.
- 6.3 During design and construction phase Consultant shall tender an invoice to Client setting forth the amounts due for Construction Administration and reimbursable expenses.
- 6.4 Projects that do not require Construction Administration shall not be invoiced.
- 6.5 At completion of project Client shall provide written notification to Consultant when they are doing final billings to Owner. Closing out project without written notification to Consultant does not relieve Client of complete payment of all amounts. After notification Consultant shall tender an invoice to Client setting forth the final amounts due for Construction Administration and reimbursable expenses, as required.
- 6.6 Client shall pay to consultant the total amount due under invoice within thirty days after receipt of invoice, or within five (5) days of receiving payment from owner (if other than client) whichever date occurs first. Client shall pay a service charge of 1.50% per month on all unpaid balances. Consultant may suspend all work on the project when accounts are over 60 days delinquent.

Article 7 ABANDONMENT

In the event the project is abandoned, Client shall advise immediately by written notice, Consultant to stop work. Client shall pay consultant for all outstanding invoices for service performed and for services completed at that time on the project. Work shall be suspended until Client advises Consultant in writing to continue work.

Article 8 ELECTRICAL DOCUMENTS

- 8.1 All electronic files, drawings and copies furnished by JCA Engineering Inc. are and shall remain its property. They are to be used only with respect to the above-mentioned project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for other purposes in connection with this project is not to be construed as publication in derogation of JCA Engineering Inc. common law copyright or other reserved rights.
- 8.2 Client agrees not to make changes to any of the Consultants documents without Consultants written agreement.
- 8.3 Electrical plans are diagrammatic only. Architectural drawings, elevations, details or sections shall denote all electrical devices locations that need exact mounting requirements.
- 8.4 Upon request Consultant shall provide the Client with electronic files after all fees have been completely paid and JCA's affidavit has been signed and returned. Time required to process request will be billed to Owner or Client at the above hourly rates.
- 8.5 Electrical design on documents is guaranteed for a 180 day period. Projects that have not started construction prior to the guarantee period shall be subject to additional electrical fees to investigate and change any items on the drawings related to the current electrical and fire code at that time.

Article 9 SCOPE OF AGREEMENT AND ACCEPTANCE

- 9.1 This document contains the entire agreement of the parties relating to the rights granted and obligations assumed in this document. Any oral modifications or representations concerning this document shall be of no effect unless contained in a subsequent written modification signed by the party to be charged.
- 9.2 The electrical fees shown above shall be reviewed and adjusted if the project has not commenced within 180 days of signing of this contract.

Article 10 INSURANCE

Each party to this Agreement shall carry and maintain insurance to protect him from claims arising out of the performance of his professional services caused by the acts, errors or omissions of each party's legally responsible.

Article 11 ARBITRATION

All questions in dispute under this Agreement shall be submitted to arbitration in accordance with the provision of the Construction Industry rules of the American Arbitration Association. Consultant cannot be sued for a greater amount than the fee. The prevailing party shall be entitled to reasonable attorney's fees to be awarded by the Arbitrator. If there are judicial proceedings instead of arbitration, reasonable attorney's fees shall be fixed by the court.

END OF DOCUMENT



October 4, 2023 Proposal No. P-1001223-CR

Architerra Design Group

10221-A Trademark Rancho Cucamonga, California 91730

Attention: Mr. John Huber

Subject: **Proposal for Geotechnical and Infiltration Evaluations**

Proposed Park Expansion Project

Ketchum-Libolt Park – 2150 Maple Street City of Costa Mesa, Orange County, California

Dear Mr. Huber:

As requested, GeoTek, Inc. (GeoTek) is pleased to submit this proposal to prepare a Geotechnical and Infiltration Evaluation for the subject park located in the City of Costa Mesa, California. This proposal has been prepared based upon information provided by Architerra Design Group and GeoTek's experience with these types of projects.

Site and Project Description

The project consists of the expansion and renovation of Ketchum-Libolt Park. It is GeoTek's understanding that the proposed improvements are to include new play elements; a picnic shelter and seating area; enhanced landscaping; lighting system; and fencing improvements.

For the purposes of this proposal, it is assumed that any structures will be one-story and will be supported by conventional shallow spread footings and will most likely include a conventional slab on-grade floor system. Minimal cuts and fills are anticipated to be required during construction.

Based on review of published geologic maps, Ketchum-Libolt Park is underlain by alluvium. Some artificial fills are likely due to the existing site improvements. The site is not located within an "Alquist-Priolo" Earthquake Fault Zone or areas identified by the State of California as having a potential for liquefaction. Groundwater is anticipated to be greater than 50 feet below the existing grades.

Proposed Scope of Work

In order to characterize the subsurface soil conditions at the site, GeoTek will perform a reconnaissance of the site. Permission/approval to enter the facility and coordination to drill on the property will need to be provided by Architerra Design Group.

GeoTek will excavate four (4) exploratory hollow stem auger borings with the aid of a track mounted drill rig. Two (2) of the borings will be for geotechnical purposes and two (2) of the borings will be for infiltration testing purposes. The geotechnical borings will be excavated in accessible areas of the site. Both of the geotechnical borings will be excavated to a maximum depth of approximately 15 to 20 feet, or refusal, whichever occurs first. The two (2) infiltration borings will be excavated to depths of approximately five (5) feet below existing grades and will subsequently be utilized for infiltration testing. The locations of the infiltration borings should be provided to GeoTek prior to the field exploration. The infiltration testing will be completed in general conformance with County of Orange guidelines.

Once the drilling operations are completed, the boreholes will be backfilled with the soil cuttings and capped with native soil. The costs of removing any excess soil from the borings at the project site have not been included in this proposal.

Prior to performing the field investigation, a representative of GeoTek will stake or spray paint the proposed exploration locations. Please be advised that GeoTek will not commence the field investigation until a representative of the site has reviewed the proposed exploration locations and has verified that those locations are clear of buried utility lines. Prior to conducting the field explorations, GeoTek will contact Underground Service Alert (USA) to identify buried utilities that may be in the vicinity of the proposed exploration locations. This service does not mark locations of privately owned utilities. A local private utility locator has been included in the costs of this proposal to identify possible private utilities within the proposed areas of work which would not be marked by the public utility locator. Regardless of the use of a private utility locator, GeoTek will not be responsible for damage to unmarked subsurface structures or appurtenances as a result of the field activities.

GeoTek will not be responsible for repairs to any landscaping or irrigation lines that may be damaged as part of the field activities.

The fee estimate presented includes a trip to the site to locate the test borings, a trip to perform the actual exploration operations and a trip to perform the infiltration testing.

California Prevailing Wage requirements are considered applicable for this project. proposal is based on the understanding that the field exploration will be conducted during regular weekday business hours and that the boring locations are accessible by a regular-sized track-mounted drill rig.

Samples of soils encountered in the explorations will be obtained for subsequent laboratory The laboratory testing will likely include in-situ moisture densities, maximum density/optimum moisture content, direct shear, and expansion index and corrosion testing. Subsequent to completion of the field work and laboratory testing, a geotechnical report will be prepared for the facility. The report will include, but not necessarily be limited to: overall feasibility of the proposed improvements from a geotechnical standpoint; exploration logs including descriptions of materials encountered; an exploration location map; geologic setting; site seismic criteria; depth to groundwater if encountered; geotechnical hazards; corrosivity and soluble sulfate test results; preliminary foundation recommendations; infiltration test results; and geotechnical recommendations for grading and construction.

The fee for the geotechnical and infiltration evaluation is \$11,213. A more detailed breakdown of the costs is included in the appendix attached to this proposal.

A final report can be submitted within approximately 20 working days following completion of the site exploration. It is estimated that work can commence as soon as written authorization is received. Assuming no delays due to availability of exploration equipment, site accessibility and inclement weather, it is anticipated that the field phase of the study will commence promptly once authorized by the client.

Closure

The fees covered by the above estimate are limited to the stated scope and do not include any response to jurisdictional review questions, construction-related services, additional meetings or consultations that may be requested. Services beyond those outlined in this proposal and requested/authorized will be invoiced at the prevailing hourly rates, as indicated on the attached Work Authorization and Agreement.

Please sign and return a copy of the enclosed "Work Authorization and Agreement" form to this office.



If GeoTek receives a request to proceed (whether verbal, in writing or in the form of a Work Order or Purchase Order) with any or all of the services described in this proposal prior to receiving a signed copy of the attached Work Authorization and Agreement, and GeoTek provides any or all of the services, GeoTek and Architerra Design Group expressly agree that the terms of this proposal, the attached fee schedule and the terms and conditions set forth in the attached Work Authorization and Agreement form shall govern all the services performed.

GeoTek appreciates the opportunity of submitting this proposal and have included a contract for the scope of services. GeoTek looks forward to working with Architerra Design Group towards the successful completion of this project. If you have any questions, please do not hesitate to contact the undersigned.

Bruce A. Hick

GE 2284, Exp. 12/31/24 Geotechnical Engineer

Respectfully submitted,

GeoTek, Inc.

Anna M. Scott Project Geologist

Edward H. LaMont CEG 1892, Exp. 07/31/24 Principal Geologist

Enclosures: Breakdown of Costs

Work Authorization and Agreement

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Appendix A

Breakdown of Costs for a Geotechnical and Infiltration Evaluation Ketchum-Libolt Park - 2150 Maple Street Costa Mesa, Orange County, California

TASK	QTY	RATE	TOTAL	Notes
TASK NO. 1 SCHEDULING AND PROJECT COORDINAT	ION			
Staff Engineer/Geologist	2 Hours	\$ 141	\$ 282	
		SUBTOTAL:	\$ 282	
TASK NO. 2 SUBSURFACE INVESTIGATION				
Private Utility Locator*	3 Hours	\$ 408	\$ 1,224	Includes marking utilities and report
Mobilization/Demobilization (Private Utility Locator)	2 Hours	\$ 216	\$ 432	
Hollow Stem Auger Track Mounted Drill Rig*	4 Hours	\$ 540	\$ 2,160	
Mobilization/Demobilization (Drill Rig)	3 Hours	\$ 540	\$ 1,620	
Field Engineer/Geologist	16 Hours	\$ 118	\$ 1,888	Includes USA marking, boring logging and infiltration testing
Field Supplies	1 Each	\$ 500	\$ 500	Pipe, rock, gravel and water
		SUBTOTAL:	\$ 7,824	
TASK NO. 3 LABORATORY TESTING				
Moisture/Density Rings	8 Each	\$ 34	\$ 272	
Expansion Index	1 Each	\$ 171	\$ 171	
Corrosion Suite Testing with Sulfates	1 Each	\$ 228	\$ 228	
Direct Shear	1 Each	\$ 270	\$ 270	
Proctor - Moisture Density Curve	1 Each	\$ 219	\$ 219	
Collapse	3 Each	\$ 107	\$ 321	
		SUBTOTAL:	\$ 1,481	
TASK NO. 4 ENGINEERING AND REPORT PREPARATION	DN	1		
Office Services/Drafting	2 Hours	\$ 69	\$ 138	
Staff Engineer/Geologist	8 Hours	\$ 141	\$ 1,128	
Geotechnical Engineer	2 Hours	\$ 180	\$ 360	
		SUBTOTAL:	, , , , , , , , , , , , , , , , , , , ,	
		TOTAL:	\$ 11,213	

^{*} Denotes Prevailing Wage Rate



GeoTek, Inc.

Work Authorization And Agreement

PROJECT INFOR	RMATION					Date:	10/4/2023
Project Name:	Ketchum-Libolt Park -	Proposal No:	P-1001223-CR				
Project Location:	Costa Mesa, Orange County, California					Project No:	
Scope of Services	vices: Scope and estimated fees are outlined in the attached proposal. Services not outlined in the proposal or in Agreement, are not included in the scope of this contract and will be invoiced separately as Additional Services (as provided in Paragraph 4 below). All services, including any Additional Services, are subject to the Terms Conditions below.						Additional Services
Fee Estimate:	\$11,213.00	Retaine	r:		COD): <u> </u>	
Reimbursable Exp	enses not in fee Estima	ate:					
CLIENT INFORM	1ATION						
Name:	Architerra De	sign Grou	р				
Attention:	Mr. John	Huber			Email:	jhuber@architerr	adesigngroup.com
Address 1:	10221-A Tr	ademark			Phone No:		Ext:
Address 2:					Cell Phone:		
City:	Rancho Cucamonga	State:	CA Zip:	91730	_ Fax No:		
TERMS AND COM	NDITIONS				D 4004002 OD	/the "Dues and "\ the tes	man of which are

- 1) AGREEMENT. This Work Authorization and Agreement together with the proposal P-1001223-CR (the "Proposal"), the terms of which are incorporated herein by reference and made a part of this Agreement (defined below) will constitute the agreement between Client, as identified above, and GeoTek, Inc., a Nevada Corporation ("GeoTek") for performance of the professional services outlined in the Proposal, ("Services"). GeoTek is willing to provide the Services for consideration and upon the terms set forth in the Proposal and hereinafter stated. This Work Authorization and Agreement and the Proposal will be referred to collectively hereinafter as the "Agreement". Any future work performed for Client will be under the terms of this Agreement unless a new agreement is executed in writing by both parties.
- 2) FEES/QUOTATIONS. Unless otherwise specified, the Proposal will define the: (1) Services to be provided, (2) the estimated fee and expense amount(s) for such Services, and (3) the billing type or method (e.g. time and materials, lump sum, fixed fee to a maximum, etc.). Client agrees to pay GeoTek its quoted rates for the Services and any Additional Services (as defined below) and products provided subject to changes in pricing from time to time. Any quotation will be good for a period of thirty (30) days from the date of the quotation. Quotation(s) of fees and expenses are estimates only. The actual fees and expenses will be shown when the final invoice is tendered.
- 3) BILLING AND PAYMENT. Invoices will be submitted on a progress basis for all Services performed during the term of the project. All invoices are due and payable upon receipt. Any and all invoices or any portion thereof, outstanding after thirty (30) days will accrue interest at 1.5% per month but in no event more than the maximum rate permissible by law from the original date of the invoice until paid.
- 4) CHANGE ORDERS. Client acknowledges that it is impossible to predict with certainty what changes to the Services will be necessary as requirements for changes come from many sources beyond GeoTek's control. In the event changes become necessary, any services that are not specifically set forth in either GeoTek's proposal or this Agreement but are requested by Client, its agents, representatives, or designees, either verbally or in writing, will be considered "Additional Services". If Client, its agents, representatives, or designees request any Additional Services, GeoTek will issue Client a Change Order for Additional Services ("Change Order") confirming Client's authorization to proceed with such Additional Services. Within twenty-four (24) hours of receipt of a Change Order, Client must notify GeoTek of any disagreements with or amendments to any of the terms of the Change Order. Client's failure to provide GeoTek with such timely notice will constitute acceptance of the terms of the Change Order and Client will be responsible for all additional charges, costs, fees and expenses incurred by GeoTek for such Additional Services. Due to the need for rapid decisions, fax transmissions and email are acceptable modes of confirmation. The Terms and Conditions of this Agreement and most recent fee chedule will apply to all Additional Services.

5) RIGHT OF ENTRY.

- a) Client hereby grants GeoTek the right of entry to the job site to permit GeoTek to perform the work under this Agreement. Client warrants that it has the authority to grant such right of entry.
- b) Client acknowledges that excavations or destructive testing may be required to perform portions of the Services. Excavations will be backfilled in a prudent manner but cannot be returned to the previous condition. Damage to landscaping or natural vegetation may result. Client will indemnify and hold GeoTek harmless from any and all damages to persons or property caused by or to GeoTek or third parties as a result of the Services.

6) PERFORMANCE.

- a) Governmental rules and regulations are subject to interpretations. GeoTek will prepare all reports with a view toward complying with governmental rules and regulations, but no guarantee is given that any or all reports will be approved by the applicable governmental agency.
- b) GeoTek is relying entirely on plans and maps given to GeoTek by the Client or Client's agents, representatives or designees. Client will indemnify and hold GeoTek harmless from any and all damages to person or property caused by or to GeoTek or third parties resulting from undisclosed underground conditions or errors or inaccuracy of plans, maps or any other information provided by the Client or Client's agents, representatives or designees to GeoTek.
- c) GeoTek will not be responsible for delays or its failure to perform as a result of inclement weather, accidents, acts of God, public insurrection, war, labor difficulties, riots, interference by governmental agencies, or any other act reasonably beyond GeoTek's control.
- d) Client will disclose in writing to GeoTek any and all known or suspected hazardous or toxic conditions or materials present at the job site and will indemnify, defend and hold GeoTek harmless from and against any and all liability, costs, attorneys or expert fees or damage to person or property arising from hazardous or toxic conditions or materials present at the job site.

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GeoTek, Inc.

Work Authorization And Agreement

- 7) HAZARDOUS MATERIALS. GeoTek is not a generator, transporter and does not store or dispose of hazardous waste or non hazardous waste or non hazardous waste or non hazardous waste present on the site and that may be encountered whether or not identified during GeoTek's evaluation.
- 8) PROFESSIONAL OPINION. GeoTek's professional services will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering practices in effect at the time and place the services are performed. The professional opinions of GeoTek will be based upon conditions revealed at exploration locations and reconnaissance of surrounding terrain or through research efforts. The services on any given site are limited. It is agreed that GeoTek is not responsible for the affect that unknowns such as acts of others on adjacent properties, variables of nature including, but not limited to, earthquakes, the works of man, Acts of God, and other variables beyond the control of GeoTek may have on any opinion rendered hereunder. No opinions of any kind are given by GeoTek except those expressly stated in GeoTek's written reports. GeoTek does not warrant (either expressed or implied) or guarantee any of its recommendations, opinions or Services.
- 9) INSURANCE. GeoTek maintains worker's compensation and public liability insurance policies for bodily injury and property damage. Certificates of insurance will be furnished upon request. With regard to property claims, GeoTek will not be responsible for damage beyond those amounts paid under the policies. GeoTek will not be responsible for any consequential, lost profits, business interruption, or other damages claimed by Client. Requests for waivers of subrogation or other endorsements are subject to a 5% fee surcharge.

10) INDEMNIFICATION and LIMITATION OF LIABILITY.

- a) GeoTek agrees, subject to the limitations herein, to indemnify and hold harmless Client from and against damages, liability and reasonable costs arising from the negligent acts of GeoTek in the performance of its Services under this Agreement, to the extent that GeoTek is responsible for such damages, liability and reasonable costs on a comparative fault basis. Notwithstanding the foregoing agreement to indemnify Client, the parties expressly agree that GeoTek has no duty to defend Client from or against any claims, damages, liabilities, judgments, demands, causes of action, costs, expenses, or proceedings of any kind. GeoTek will not be obligated to indemnify Client for Client's own negligence or the negligence of others.
- b) Client agrees, subject to limitations herein, to indemnify and hold harmless GeoTek from and against damages, liability, and reasonable costs arising from the negligent acts of Client related to any work performed under this Agreement to the extent that Client is responsible for such damages, liability, and reasonable costs on a comparative fault basis. Notwithstanding the foregoing agreement to indemnify GeoTek, the parties expressly agree that the Client has no duty to defend GeoTek from or against any claims, damages, liabilities, judgments, demands, causes of action, costs, expenses, or proceedings of any kind. Client will not be obligated to indemnify GeoTek for GeoTek's own negligence or the negligence of others.
- c) Client acknowledges that it is aware of the risks involved in construction, limitations inherent to the contract Services, and variations that can exist from the conditions identified. Client agrees to limit any liability, claim for damages to person or property, attorneys fees, expert fees or other costs of defense, or expenses (collectively "Claims") to be levied against GeoTek arising out of or relating to any design defect, error, omission, professional negligence or other promise of GeoTek (collectively "Liabilities") to the amount of GeoTek's fees paid under the Agreement. This limitation will apply regardless of the cause of action or legal theory pled or asserted. The fee charged Client for the Services to be rendered pursuant to this Agreement has been established with regard to the legal effect of this Limitation of Liability section. Increased limits of liability can be negotiated for an increased fee.
- d) Except for work performed or provided by those subcontractors or subconsultants retained directly by GeoTek for whom GeoTek is legally liable, GeoTek assumes no responsibility or liability for work, testing, design(s) or recommendations performed or provided by others including, without limitation, other contractors, subcontractors, or consultants of any tier.
- e) The parties understand and agree that Client's sole and exclusive claim, demand, suit, judgment and/or remedy for any claims arising from or in any way related to the performance of the Services provided under this Agreement will be directed and/or asserted only against GeoTek and not against any of GeoTek's shareholders, engineers, employees, officers, or directors.
- f) Notwithstanding any other provision of this Agreement, neither the Client nor GeoTek, their respective officers, directors, partners, employees, contractors or subconsultants will be liable to the other or will make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages will include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and GeoTek will require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- 11) DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project the Client and GeoTek agree that all disputes between them arising out of or relating to this Agreement or the project will be submitted to non binding mediation unless the parties mutually agree otherwise.
- 12) JOBSITE SAFETY. Neither the professional activities of GeoTek nor the presence of GeoTek or its employees and subconsultants at a construction/project site, will relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. GeoTek and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor will be solely responsible for Jobsite safety, and warrants that this intent will be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, GeoTek and GeoTek's subconsultants will be indemnified by the General Contractor and will be made additionally insured under the General Contractor's policies of general liability insurance.
- 13) OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by GeoTek as instruments of service will remain the property of GeoTek. GeoTek will retain all common law, statutory and other reserved rights, thereto. All documents prepared by GeoTek under this Agreement for a particular project are not intended and not represented to be suitable for reuse by Client or others on any other project. Any such reuse without written authorization from GeoTek will be without liability to GeoTek and Client agrees to indemnify, defend, and hold harmless GeoTek from and against any and all losses, claims, damages and expenses (including attorney's fees) arising out of or resulting there from.

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GeoTek, Inc.

Work Authorization And Agreement

14) FORCE MAJEURE. Force Majeure as used in this Article will mean an act of God, strike, lockout, or other industrial disturbance, act of Tuble Chief No. War, blockage, public riot, lightning, fire, flood, explosion, earthquake, failure to timely receive necessary governmental approvals government restraint, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, other than financial liability, which is not reasonably within the control of the party claiming suspension. If either party is rendered unable, wholly or in part, by Force Majeure to carry out their obligations under this Agreement, other than the obligation to make money payments, such party will give to the other party prompt written notice of the Force Majeure with reasonably full particulars concerning it; thereupon, the obligations of the party giving notice, so far as they were affected by the Force Majeure, will be suspended during, but no longer than, the continuance of the Force Majeure. The affected party will use all possible diligence to remove the Force Majeure as quickly as possible.

15) TERMINATION.

- a) In the event of termination of this Agreement by either party for any reason, the Client will within fifteen (15) calendar days of termination pay GeoTek for all Services rendered and all reimbursable costs incurred by GeoTek up to the date of termination, in accordance with the payment provisions of this Agreement.
- b) The Client may terminate this Agreement for the Client's convenience and without cause upon giving GeoTek not less than seven (7) calendar days written notice
- c) Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:
 - i.) Failure by the other party to materially perform in accordance with the terms of this Agreement and through no fault of the terminating party;
 - ii.) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- iii.) Material changes in the conditions under which this Agreement was entered into, the scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- d) In the event of any termination that is not the fault of GeoTek, Client will pay GeoTek, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by GeoTek in connection with the orderly termination of this Agreement, including without limitation, demobilization, reassignment of personnel, overhead costs and all other expenses directly resulting from the termination.

16) SUSPENSION OF SERVICES.

- a) If the Project or GeoTek's Services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, GeoTek will be compensated for all Services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of Services, the Client will compensate GeoTek for expenses incurred as a result of the suspension and resumption of its Services, and GeoTek's schedule and fees for the remainder of the Project will be equitably adjusted.
- b) If GeoTek's Services are suspended for more than ninety (90) days, consecutive or in the aggregate, GeoTek may terminate this Agreement upon giving not less than five (5) calendar days written notice to the Client.
- c) If the Client is in breach of the payment terms or otherwise is in breach of this Agreement, GeoTek may, at its sole discretion, suspend performance of services and/or withhold any and all reports and work product. In the event GeoTek suspends performance and/or withholds reports and work product pursuant to this provision, GeoTek will not be in default of this Agreement and GeoTek will have no liability to the Client. Client agrees to make no claim against GeoTek for any delay or damage as a result of such suspension and/or withholding of reports and work product and agrees to defend and indemnify GeoTek from and against any and all claims for damages including, without limitation, claims for delay, lost profit, business interruption, consequential or any other damages resulting from the suspension of services and/or withholding of any report and work product. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused GeoTek to suspend Services and/or withhold reports and work product, GeoTek will resume Services and/or provide Client with the applicable reports and work product and there will be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17) MISCELLANEOUS.

- a) All terms of this Agreement will be governed by and construed under the law of the State in which the Services are provided. Diversity of the parties will not determine jurisdiction.
- b) No provision of this Agreement will be interpreted for or against any party because that party or its legal representative drafted the provision.
- c) In the event that legal action is taken to enforce the terms of this agreement or resolve a dispute the prevailing party will be entitled to reasonable attorney's fees and costs incurred.
- d) Failure by a party to exercise any right, remedy, or option in this Agreement or delay by a party in exercising the same will not operate as a waiver. No waiver will be effective unless it is in writing.
- e) Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability will not affect the balance of the terms and provisions hereof, which terms and provisions will remain in full force and effect.
- f) This Agreement may be executed at different times and in multiple counterparts, including, without limitation, facsimile counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- g) Client may not assign its rights or obligations under this Agreement without the express written consent of GeoTek. GeoTek may assign its rights and obligations under this Agreement to any of its affiliate companies without Client's consent upon written notice to Client. In the event of such an assignment, the assignee will assume the obligations of GeoTek under this Agreement as though such assignee had been an original party to this Agreement.
- 18) AMENDMENTS. Except as specifically provided herein, no addition(s) to or modification(s) of this Agreement will be binding on either party unless made in writing and executed by GeoTek and Client.

By Signing below, the parties accept the services outlined in the proposal, the rates indicated on any attached fee schedule, and all the terms and conditions contained within each page of this Agreement, including but not limited to attachments and exhibits.

CLIENT'S Authorized Signature of Acceptance:		CONSULTANT Authorized Signature of Acceptance:				
Ву:		By:				
	Signature	Signature				
	_	Ed LaMont, CEG				
	Printed Name	Printed Name				
Title:		Title: Branch Manager F	P-1001223-CR			

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Liquid Limit, Plactic Limit and P.I. ASTM D4318

Specific Gravity of Soil, ASTM D854

Particle Size Analysis of Soil #4 to Fines ASTM D422

2023 Master Fee Schedule GEOTECHNICAL, SPECIAL INSPECTION AND MATERIALS TESTING SERVICES

		Non-Prev	ailing Wage Project
PERSONNEL RATES			Soils and Asphalt Continued
Professional and Project Management			Description
Staff Type	Unit Rate	Unit	
D: : 15 :	ć 200.00	Usus	Percent Finer than #200 Sieve ASTM D1140
Principal Engineer/Geologist	\$ 208.00		Permeability of Granular Soils ASTM D2434
Geotechnical Engineer	\$ 180.00		Permeability, Flexible Wall, Cohesive Soil ASTM D5084
Project Engineer/Geologist	\$ 151.00		"R" Value ASTM D2844/CT 301
Staff Engineer/Geologist	\$ 141.00		Resistivity of Soil ASTM G57 and pH ASTM D4972
Field Engineer/Geologist	\$ 118.00		Sand Equivalent ASTM D2419/CT 217
Field Supervisor Project Adminstration/Drafting	\$ 110.00 \$ 69.00	Hour	Sieve Analysis of Extracted Aggregate ASTM D5444
Froject Administration/ Draiting	\$ 69.00	Hour	Sieve Analysis, 3" to #200 Gradation ASTM C117 Sieve Analysis Minus #200 by Wash ASTM D1140/C11
Inspectors and Technicians			Soil Classification, ASTM D 2487
Staff Type	Rate	Cost	Soil Moisture/Density In Situ Sample ASTM D1587/D2
Load Inchestor	\$ 90.00	Hour	Water Soluble Sulfate
Lead Inspector	\$ 100.00		
Certified Welding Inspector(AWS/CWI)		Hour	Concrete and Aggregate Tests
Soils Technician		Hour	Concrete and Aggregate Tests
ICC Certified Inspector(RC, PC, SM, SS, SSB)		Hour	Description
ACI Technician	\$ 141.00		Canadia Cravity & Absorption Coorse Ass. ACTM C127
Proof Load Testing	,	oon Request	Specific Gravity & Absorption Coarse Agg. ASTM C127
Floor Flatness Technician	Quote of	Jon Request	Specific Gravity & Absorption Fine Agg. ASTM C128 Trial Batches ASTM C192
Ground Penetrating Radar One Man Crew	\$ 225.00	Hour	
	\$ 305.00		Durability Index Coarse & Fine Aggregate ASTM D3744
Two Man Crew	\$ 303.00	noui	Lightweight Concrete Unit Weight ASTM C495
Non-Destructive Testing (ASNT)	¢ 225.00	Hour	Modulus of Elasticity of Concrete ASTM C469
Level III Review	\$ 225.00		Sieve Analysis, Coarse Aggregate ASTM C136/CT 202
Magnetic Particle Testing Level II	\$ 150.00 \$ 150.00		Sieve Analysis, Fine Agg #4 to #200 ASTM C117/C136
Ultrasonic Testing Level II		oon Request	Specific Gravity & Absorption Coarse Agg. ASTM C127
Radiographic Inspection	Quote of	Jon Request	Specific Gravity & Absorption Fine Agg. ASTM C128
Coring	ć 141 OO	Hour	Splitting Tensile/Concrete Cylinder ASTM C496 L.A. Rattler, ASTM C131 or C535/Cal 211
Coring Machine Operator with equipment	\$ 141.00	Hour	
Helper (Add Per Hour)			Sulfate Soundness, ASTM C88
Wood Fabrication Inspection	\$ 124.00 \$ 100.00		Unit Weight of Aggregates, ASTM C29 Cleanness Value, CT 227
Nailing Inspection	\$ 100.00		•
Roofing Inspection	\$ 100.00		Moisture Content of Aggregate ASTM C29 Concrete
Laboratory Technician Sample Pick-up Driver (If not done on a per trip basis)		Hour	Shrinkage, set of 3, ASTM C157, CT 530
Sample Fick-up Driver (if not done on a per trip basis)	Ç 80.00	rioui	Compression 4x8 Cylinders ASTM C39
ENVIRONMENTAL AND GEOTECHNICAL INVESTIGATION	S		Compression, 6x12 Cylinders, ASTM C39
Description	Unit Rate	Unit	Compression, 3X6 Cylinders Lightweight ASTM C495
Phase 1 and Phase 2 Reports	Quote Up	oon Request	Compression, 2X2 Cubes, each age, ASTM C109
Geotechnical Investigation Report	Quote Up	oon Request	Concrete Core Compression ASTM C42
Percolation or Infiltration Testing	Quote Up	oon Request	Splitting Tensile, 6X12 Cylinders, ASTM C496
			Unit Weight of Concrete Cylinders, ASTM C567
LABORATORY TESTS			Unit Weight of Lightweight ASTM C495
Soils and Asphalt			Flexural Strength of Concrete, ASTM C78 or C495
Description	Unit Rate	Unit	Shotcrete Panel Core Compression Test, ASTM C42
Annhalt Contact by Inviting	ć 242.00	Fools	Emission of Moisture through Concrete
Asphalt Content by Ignition	\$ 342.00		
Burn-Off Method CT 382/ASTM D6307	\$ 337.00		Masonry Tests
Bitumen Content (extraction), ASTM D2172	\$ 224.00		Description
Bitumen Content CT 310/Cal 382 Ignition Furnace	\$ 169.00		D. I AI ACTA A CCT
Gradation of Extracted Sample, ASTM C 136/CT 202	\$ 342.00		Brick Absorption ASTM C67
Maximum Specific Gravity, (Marshall) ASTM D2041	\$ 337.00		Brick Compression ASTM C67
Collapse/Swell ASTM D4546	\$ 107.00		Dimensional Measurement-Masonry Units ASTM C140
Compaction, Modified Proctor ASTM D1557	\$ 219.00		Masonry Unit Compression Gross Area ASTM C140
Compaction, Modified Proctor ASTM D698	\$ 219.00		Masonry Unit Compression Net Area ASTM C140
Hveem Maximum Density, CT 304/308	\$ 393.00		Absorption & Moisture of Block ASTM C140
Consolidation ASTM D2435, D4546	\$ 253.00		Compression, Grout Prisms, ASTM C39
Corrosivity Suite D4972, G57, D4327, D46589M	\$ 228.00		Compression, Mortar Cylinders, ASTM C39
Direct Shear, Consolidated-Drained ASTM D3080	\$ 270.00		Compression, Composite Prisms, ASTM E447
Direct Shear, Residual ASTM D6467 Mod	\$ 270.00		Compression, Masonry Core, ASTM C140
Expansion Index Test UBC 29-2/ASTM D4829	\$ 171.00		Shear, Masonry Core, CCR Title 24
Liquid Limit, Plactic Limit and P.I. ASTM D4318	\$ 169.00	Each	Epoxy Grout 2x2x2 Cube Compression ASTM C579

\$ 169.00 Each

\$ 320.00 Each

\$ 193.00 Each

ng Wage Project			
Soils and Asphalt Continued Description	Hn	it Rate	Unit
Description	OII	it Nate	Offic
Percent Finer than #200 Sieve ASTM D1140		134.00	
Permeability of Granular Soils ASTM D2434		225.00	
Permeability, Flexible Wall, Cohesive Soil ASTM D5084		562.00	
"R" Value ASTM D2844/CT 301		371.00	
Resistivity of Soil ASTM G57 and pH ASTM D4972		146.00	
Sand Equivalent ASTM D2419/CT 217	\$ \$	129.00	
Sieve Analysis of Extracted Aggregate ASTM D5444 Sieve Analysis, 3" to #200 Gradation ASTM C117		84.00 171.00	
Sieve Analysis Minus #200 by Wash ASTM D1140/C117	\$	84.00	
Soil Classification, ASTM D 2487		315.00	
Soil Moisture/Density In Situ Sample ASTM D1587/D2937	\$	34.00	
Water Soluble Sulfate	\$	67.00	
Concrete and Aggregate Tests	Lla	:+ Data	l lmih
Description	Un	it Rate	Unit
Specific Gravity & Absorption Coarse Agg. ASTM C127	\$	84.00	Each
Specific Gravity & Absorption Fine Agg. ASTM C128	\$	84.00	
Trial Batches ASTM C192	\$	900.00	Each
Durability Index Coarse & Fine Aggregate ASTM D3744		134.00	Each
Lightweight Concrete Unit Weight ASTM C495	\$	40.00	
Modulus of Elasticity of Concrete ASTM C469		225.00	
Sieve Analysis, Coarse Aggregate ASTM C136/CT 202		112.00	
Sieve Analysis, Fine Agg #4 to #200 ASTM C117/C136		171.00	
Specific Gravity & Absorption Coarse Agg. ASTM C127	\$	84.00	
Specific Gravity & Absorption Fine Agg. ASTM C128	\$ \$	84.00	
Splitting Tensile/Concrete Cylinder ASTM C496 L.A. Rattler, ASTM C131 or C535/Cal 211		57.00 337.00	
Sulfate Soundness, ASTM C88		607.00	
Unit Weight of Aggregates, ASTM C29		134.00	
Cleanness Value, CT 227		134.00	
Moisture Content of Aggregate ASTM C29	\$	84.00	
Concrete Shrinkage, set of 3, ASTM C157, CT 530	ć	450.00	Fach
Compression 4x8 Cylinders ASTM C39	\$	34.00	
Compression, 6x12 Cylinders, ASTM C39	\$	34.00	
Compression, 3X6 Cylinders Lightweight ASTM C495	\$	50.00	
Compression, 2X2 Cubes, each age, ASTM C109	\$	34.00	
Concrete Core Compression ASTM C42	\$	81.00	Each
Splitting Tensile, 6X12 Cylinders, ASTM C496	\$	84.00	Each
Unit Weight of Concrete Cylinders, ASTM C567	\$	50.00	Each
Unit Weight of Lightweight ASTM C495	\$	62.00	
Flexural Strength of Concrete, ASTM C78 or C495	\$	84.00	
Shotcrete Panel Core Compression Test, ASTM C42 Emission of Moisture through Concrete	\$ \$	124.00 112.00	Each per test
			•
Masonry Tests	l la	it Data	l lmit
Description	Un	it Rate	Unit
Brick Absorption ASTM C67	\$	28.00	Each
Brick Compression ASTM C67	\$	57.00	Each
Dimensional Measurement-Masonry Units ASTM C140	\$	84.00	Each
Masonry Unit Compression Gross Area ASTM C140	\$	124.00	
Masonry Unit Compression Net Area ASTM C140	\$	96.00	
Absorption & Moisture of Block ASTM C140	\$	28.00	
Compression, Grout Prisms, ASTM C39	\$	34.00	
Compression, Mortar Cylinders, ASTM C39	\$ \$	34.00	
Compression, Composite Prisms, ASTM E447	\$ \$	124.00	
Compression, Masonry Core, ASTM C140 Shear, Masonry Core, CCR Title 24		84.00 112.00	
Epoxy Grout 2x2x2 Cube Compression ASTM C579	\$	34.00	
Masonry Composite Prism Compression ASTM C373		180.00	
Grout Prism - Compression Test ASTM C1019	Ś	34.00	

Grout Prism - Compression Test ASTM C1019

\$ 34.00 Each



2023 Master Fee Schedule GEOTECHNICAL, SPECIAL INSPECTION AND MATERIALS TESTING SERVICES

Non-Prevailing Wage Project

Reinforcing Steel Tests		
Description	Unit Rate	Unit
<u> </u>		
Bend Test of Rebar #11 ASTM A370	\$ 112.00	Each
Bend Test of Rebar #14 ASTM A370	\$ 191.00	Each
Bend Test of Rebar #3 - #10 ASTM A370	\$ 90.00	Each
Tensile #11 Rebar ASTM A370	\$ 90.00	Each
Tensile #14 Rebar ASTM A370	\$ 225.00	Each
Tensile Test #3 - #10 ASTM A370	\$ 84.00	Each
Prestressing Steel Tests		
Description	Unit Rate	Unit
Yield Strength, Breaking Strength, Elongation	\$ 337.00	Each
(add \$ 50.00 per test; for Modulus of Elasticity)		
C++		
Structural Steel Tests		
<u>Description</u>	Unit Rate	Unit
Description		
Description High Strength Bolts/Nuts/Washer Compliance Test ASTM	Unit Rate \$ 169.00	
Description High Strength Bolts/Nuts/Washer Compliance Test ASTM Mild Steel Not Over 1" Thick	\$ 169.00	Each
Description High Strength Bolts/Nuts/Washer Compliance Test ASTM Mild Steel Not Over 1" Thick Tensile Strength, ASTM A370 (test only)	\$ 169.00 \$ 169.00	Each Each
Description High Strength Bolts/Nuts/Washer Compliance Test ASTM Mild Steel Not Over 1" Thick Tensile Strength, ASTM A370 (test only) Anchor Bolts, A 505	\$ 169.00 \$ 169.00 \$ 236.00	Each Each Each
Description High Strength Bolts/Nuts/Washer Compliance Test ASTM Mild Steel Not Over 1" Thick Tensile Strength, ASTM A370 (test only) Anchor Bolts, A 505 Tensile Strength	\$ 169.00 \$ 169.00 \$ 236.00 \$ 225.00	Each Each Each Each
Description High Strength Bolts/Nuts/Washer Compliance Test ASTM Mild Steel Not Over 1" Thick Tensile Strength, ASTM A370 (test only) Anchor Bolts, A 505 Tensile Strength Bolts Proof Load or Ultimate	\$ 169.00 \$ 169.00 \$ 236.00 \$ 225.00 \$ 141.00	Each Each Each Each Each
Description High Strength Bolts/Nuts/Washer Compliance Test ASTM Mild Steel Not Over 1" Thick Tensile Strength, ASTM A370 (test only) Anchor Bolts, A 505 Tensile Strength	\$ 169.00 \$ 169.00 \$ 236.00 \$ 225.00	Each Each Each Each Each
Description High Strength Bolts/Nuts/Washer Compliance Test ASTM Mild Steel Not Over 1" Thick Tensile Strength, ASTM A370 (test only) Anchor Bolts, A 505 Tensile Strength Bolts Proof Load or Ultimate	\$ 169.00 \$ 169.00 \$ 236.00 \$ 225.00 \$ 141.00	Each Each Each Each Each
Description High Strength Bolts/Nuts/Washer Compliance Test ASTM Mild Steel Not Over 1" Thick Tensile Strength, ASTM A370 (test only) Anchor Bolts, A 505 Tensile Strength Bolts Proof Load or Ultimate Hardness (Rockwell)	\$ 169.00 \$ 169.00 \$ 236.00 \$ 225.00 \$ 141.00	Each Each Each Each Each
Description High Strength Bolts/Nuts/Washer Compliance Test ASTM Mild Steel Not Over 1" Thick Tensile Strength, ASTM A370 (test only) Anchor Bolts, A 505 Tensile Strength Bolts Proof Load or Ultimate Hardness (Rockwell)	\$ 169.00 \$ 169.00 \$ 236.00 \$ 225.00 \$ 141.00 \$ 57.00	Each Each Each Each Each Each
Description High Strength Bolts/Nuts/Washer Compliance Test ASTM Mild Steel Not Over 1" Thick Tensile Strength, ASTM A370 (test only) Anchor Bolts, A 505 Tensile Strength Bolts Proof Load or Ultimate Hardness (Rockwell)	\$ 169.00 \$ 169.00 \$ 236.00 \$ 225.00 \$ 141.00 \$ 57.00	Each Each Each Each Each Unit
Description High Strength Bolts/Nuts/Washer Compliance Test ASTM Mild Steel Not Over 1" Thick Tensile Strength, ASTM A370 (test only) Anchor Bolts, A 505 Tensile Strength Bolts Proof Load or Ultimate Hardness (Rockwell) Fireproofing Tests Description	\$ 169.00 \$ 169.00 \$ 236.00 \$ 225.00 \$ 141.00 \$ 57.00	Each Each Each Each Each Unit Each

Miscellaneous	
Description	Unit Rate Unit
Concrete Mix Design Review	\$ 208.00 Hour
Weld Procedure Review	\$ 225.00 Each
QA/QC Plan Written Procedures	Quote Upon Request
Administrative/Clerical Services	\$ 69.00 Hour

BASIS OF CHARGES	
Description	Unit Rate Unit
Work from 0-4 hours	4-Hour Minimum Billing
Work from 4-8 hours	8-Hour Minimum Billing
Project Management as Project Engineer/Geologist	1- Hour Minimum weekly
Work over 8 hours per day, or on Saturdays	Time and One-Half
Work over 12 hours per day	Double Time
Work on Sundays/Holidays	Double Time
Show-Up Time	2-Hour Minimum Billing
Laboratory Testing - Rush Fee	Add 50% to Testing Cost
Outside Services/Reimbursables	Cost + 20%
Shipping Charges	Cost + 20%
Parking/Tolls	At Cost
Certified Payroll Compliance	\$115 per month
Deputy Inspectors (If applicable)	
Travel Time (Beyond 60-Mile Radius of Project Site)	\$ 80.00 Hour
Per-diem, Including Lodging (Beyond 100-Mile Radius)	Quote Upon Request



October 4, 2023

John Huber Marketing Director Architerra Design Group 10221-A Trademark Rancho Cucamonga, CA 91730

Contract for: Structural engineering services for: entry structure anchorage and footing, playground equipment anchorage, gazebo, art feature, outdoor gym at City of Costa Mesa Ketchum Libolt Park per the RFP received 10/3/23.

Project: City of Costa Mesa Ketchum Libolt Park

Project No.: 23372

Dear John

Thank you for asking us to provide you with our proposal for above referenced project. Present herewith is RGSE Inc's evaluation of the scope of work and fees anticipated to complete the tasks.

Article 1, Assumptions/Parameters

- 1. We assume the soil is adequate for supporting the proposed structure using building code presumptive allowable soil stresses, and there are negligible amounts of sulfates, or other reactive chemicals unless noted otherwise on a soils report stamped and signed by a licensed geologist, and submitted to us prior to start of foundation design.
- 2. We assume that all existing structures have been built per the building codes and standards of the time it was built, and that they are legally permitted and safe.
- 3. Our analysis will be based on CBC 2022 part 2, volume 2, and referenced standards.
- 4. There are no existing subterranean structures, piping, or conduits that would affect the structural design.
- The CLIENT will process submittals for permit.
- 6. The CLIENT will provide RGSE Inc with architectural plans in CAD, DXF, or REVIT format for use as our backgrounds.
- 7. The CLIENT will provide RGSE Inc with equipment cut sheet with required detailing, weight, and dimensional information.
- 8. The CLIENT will provide RGSE Inc with a geotechnical report with required information for foundation design, stamped and signed by a licensed professional engineer (if required by the building official).
- 9. The foundation design will consist of a conventional shallow footing system.
- 10. We do not check the internal structure of the elements being anchored, such as mechanical units, and prefabricated architectural elements. We assume that the elements are internally structurally adequate for credible loads.

Article 2, Basic Services

- 1. Design coordination with the other design professionals to ensure design intent is feasible.
- 2. Structural design and analysis in a Calculations package.
- 3. Structural Drawings for permit and construction.
- 4. Signing and sealing of the structural Drawings and Calculations.
- 5. Correspondence with Building Department Officials during the Plan check process.
- 6. Correspondence with contractors in the form of RFIs for clarifications and omissions.
- 7. Review and mark up the shop drawings and submittals as required by the Building department, and/or specifications.
- 8. Outline specification of structural materials in short form on our drawings.

Article 3, Exclusions and Additional services

The following services are not contemplated to be included within the scope of fee. These items may be added to the scope for an additional fee.

- Architectural design and architectural code requirements including, but not limited to: Egress, Water and weather protection,
 Fire and smoke protection, Aesthetics, Window and ventilation requirements, Americans with disability act requirements ADA,
 Special space requirements and clearances, Planning department, and/or association requirements, Acquisition of reports,
 and/or drawings from other professionals, and Project management.
- 2. Soil engineering, civil engineering and site survey.
- 3. Detection or remediation of hazardous materials.
- 4. Mechanical, Electrical and Plumbing engineering.
- 5. Cost estimate and project schedule.
- 6. Means and methods of construction.
- 7. Workers safety and procedures.
- 8. Design and details of site work like fence walls, retaining walls, walkways, and ornamental structures, except for those items specifically listed in scope.

- 9. Re-design due to new soil parameters or contractor errors.
- 10. Re-design due to changes in the architectural dimensions, elevations, or rooflines.
- 11. Long form specifications booklet.
- 12. 'As-built' or 'Record' drawings, unless noted otherwise.
- 13. Field verification of existing site conditions, unless noted otherwise.
- 14. Field verification of existing construction, unless noted otherwise.
- 15. Hydrology calculations.
- 16. Construction engineering, shoring of temporary conditions, and temporary earth retaining walls, except for those items specifically listed in scope.
- 17. Core drilling, concrete scanning, and material testing
- 18. Anchorage and stability of those elements and equipment less than 400 lbs and has a center of mass less than 48" tall except for those items specifically listed in scope.
- 19. Additional meetings, structural observations as not specified within Article 2. Note that even if structural observations during construction are not required by the Building Code or Official, they are highly recommended for review of the construction for general conformance with the approved construction documents.
- 20. Plan check and other jurisdictional fees.
- 21. REVIT or BIM models, unless noted otherwise.

Article 4, Compensation

For the services outlined in Article 2, RGSE Inc will bill a fixed fee of: **\$9,000.00**, plus reimbursable expenses. Acceptable forms of payments are cash or checks made payable to RGSE INC or by bank or credit card at www.rgseinc.com/pay-online. Compensation shall be due base upon progress of the work as follows:

	1 1 3	
1	Retainer prior to start of work and minimum fee	10%
2	Upon submittal of report or schematic drawings	15%
	End of Schematic design phase. Contains plans with	
	structural systems outlined.	
3	Upon Submittal of a 50% complete progress set of	15%
	construction documents. End of design development	
	phase. Contains plans, some typical details, and notes.	
4	Upon Submittal of plan check ready drawings.	40%
	End of construction document phase	
5	Upon Submittal of permit ready drawings.	20%
	End of plan check phase	
6	At end of construction administration phase or last	-
	observation report included in Article 2	
7	Weekly for structural observations, reports, site meetings	Hourly rate
	and transportation time to and from the project site, not	shown below.
	included in Article 2.	
8	Weekly for additional scope or client approved changes not	Hourly rate
	caused by errors and omissions by RGSE INC	shown below.

The above fee is based on all assumptions and exclusions, and each scope of the service shall be performed, and as described. Deletion or change to the assumptions, scope, or exclusions may affect the compensation quoted and /or the timing of our completion. The CLIENT agrees to compensate RGSE Inc for any additional services that are requested on an hourly basis. Services done at hourly rates will include travel time to meetings and trips to the project site. Where overnight stays are required for long distance projects or meetings, a minimum of 8 hours and a maximum of 12 hours will be billed for any one 24 hour period. The following rates are effective for up to one year after the date of this agreement. Rates are adjusted annually at the first of the year. Payment is due at the time these services are rendered.

Structural engineer \$236.00 per hour (additional rates for expert witness and related forensic services)

Professional engineer
Engineer in training
NDT Specialist
Designer / technician
Draftsman
Administrator
Intern
S200.00 per hour
\$167.00 per hour
\$140.00 per hour
\$140.00 per hour
\$86.00 per hour
\$50.00 per hour

The CLIENT may expedite the services by agreeing to compensate RGSE Inc for overtime expenses subject to the agreement of the engineer. Payment to RGSE Inc shall be made within thirty (30) days following receipt of invoices and shall be based upon the proportion of services completed. Payments outstanding after thirty (30) days shall accrue interest at the rate of 1 ½ % per month, simple interest. RGSE Inc shall place a lien on the address for projects with unpaid invoices that are more the 90 days past due.

Article 5. Reimbursable expenses

Standard expenses, such as reproductions, Postage, handling, and delivery fees, are in addition to our fees. Reimbursable expenses are charged at our standard rate of cost plus fifteen percent (15%).

Article 6, General Conditions

Unless this offer is previously accepted, it will be withdrawn automatically at 5pm, 60 days from the date of issue.

Contract: These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of Job number 23372

the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.

Right of Entry: When entry to property is required for RGSE INC to perform its services, the CLIENT agrees to obtain legal right of entry on the property.

Documents: All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by RGSE INC are instruments of RGSE INC's service that shall remain RGSE INC's property. The CLIENT agrees not to use RGSE INC-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by RGSE INC, or for future modifications to this project, without RGSE INC's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by RGSE INC will be at the CLIENT's sole risk and without liability to RGSE INC or its employees, and contractors. CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless RGSE INC from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use, reuse, transfer or modification.

Hazardous Materials: RGSE INC shall have no responsibility for the discovery, presence, handling, remediation, accidental release, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. In the event that RGSE INC or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the RGSE INC's services, RGSE INC may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until the CLIENT retains appropriate specialist consultant's or contractor's to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

Construction Phase Services: If RGSE INC performs any services during the construction phase of the project, RGSE INC shall not supervise, direct, or have control over Contractor's work. RGSE INC shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. RGSE INC does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Standard of Care: RGSE INC and its employees, contractors, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by professional engineers providing similar services. CLIENT agrees that services provided will be rendered without any warranty, express or implied. RGSE INC shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

Opinion of Probable Costs: When required as part of its work, RGSE INC will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by RGSE INC hereunder will be made on the basis of RGSE INC's experience and qualifications and will represent RGSE INC's judgment as an experienced and qualified consultant. However, users of the probable cost opinions must recognize that RGSE INC does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

Suspension of Work: The CLIENT may, at any time, by written notice, suspend further work by RGSE INC. The CLIENT shall remain liable for, and shall promptly pay RGSE INC for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on CLIENT's behalf. CLIENT shall pay RGSE INC pursuant to the rates and charges set forth in the Proposal. RGSE INC will submit monthly invoices to CLIENT for services rendered and expenses incurred. If the project is suspended for more than thirty (30) calendar days in the aggregate, RGSE INC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend, and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, RGSE INC may, at their option, terminate this Agreement upon giving notice in writing to Client. CLIENT agrees to waive any claim against RGSE INC, and to indemnify and hold harmless RGSE INC from any claim or liability resulting from such suspension. If Client fails to make payments when due or otherwise is in breach of this Agreement, RGSE INC may suspend performance of services upon five (5) calendar days' notice to the Client. RGSE INC shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client.

Liability: To the extent permitted by law, the total liability, in the aggregate, of Design Professional and Design Professional's officers, directors, members, partners, agents, employees, and sub-consultants, to Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way related to RGSE INC's services, the Project or this Agreement, or any Addenda, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of express or implied contract or warranty shall not exceed: 10x the total engineering fee recorded in Article 4 of this contract which has been paid to RGSE INC for this project. The CLIENT shall not withhold amounts from RGSE INC's compensation to impose a penalty or liquidated damages on RGSE INC, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless RGSE INC agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Indemnification: RGSE INC agrees to indemnify and hold harmless the CLIENT, its officers, directors, partners, and employees from and against any damages, losses, liabilities, expenses, and costs (including reasonable attorneys' fees) arising out of the death or bodily injury to any person or destruction or damage to any property, to the extent caused by RGSE INC's negligent or wrongful acts, errors or omissions in the performance of professional services under this Agreement. Notwithstanding any language to the contrary in this Article, RGSE INC shall only be required to reimburse CLIENT for defense fees and costs including attorney's fees, in proportion to RGSE INC's proven acts of negligence and further, only to the extent such fees and costs were directly attributable to CLIENT's defense of a suit based on RGSE INC's actual negligence. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. RGSE INC is not obligated to indemnify the CLIENT for the CLIENT's own negligence or willful misconduct. It is

intended by the parties to this Agreement that Design Professional's services in connection with the Project shall not subject RGSE INC's individual employees, officers or directors to any personal legal exposure for the risks associated with the Project or this Agreement, or any Addenda. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against RGSE INC's, a California corporation, and not against any of Design Professional's individual employees, officers or directors.

Governing Law: The laws of the state in which RGSE INC office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern.

Mediation: The CLIENT and RGSE INC agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Certifications: RGSE INC shall not be required to sign any documents, no matter by whom requested, that would result in RGSE INC's having to certify, guaranty, or warrant the existence of conditions that RGSE INC cannot ascertain. There is no implied warranty as to the final construction.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or RGSE INC. RGSE INC's services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against RGSE INC because of this Agreement or RGSE INC's performance of services hereunder.

Consequential Damages: Neither the CLIENT nor RGSE INC shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Transmission of agreement: Faxed or scanned and emailed signatures shall be treated as originals. Transmit the entire agreement, not just the signature page.

Additional Services: If the services covered by this Agreement have not been completed within thirteen months of the date of this Agreement, through no fault of RGSE INC, extension of the RGSE INC's services beyond that time shall be compensated as Additional Services.

Privacy: The Engineer agrees that all knowledge and information not already considered within the public domain which the Engineer may acquire from the Owner by virtue of performing services hereunder, will be regarded as strictly confidential and held in confidence and shall not be disclosed to anyone without the Owner's prior written consent to such disclosure.

Delay beyond reasonable control: Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Deferred engineering: Should deferred engineering be used such as pre-fabricated trusses, pre-fabricated metal building, post tension foundation, or any other deferred element, be utilized and designed by an engineer retained and reimbursed by other than RGSE INC, said engineer shall be primarily responsible for this work. RGSE INC shall not be liable for negligent acts, errors or omissions made by CLIENT'S ENGINEER, or CLIENT'S CONTRACTOR ENGINEER, employee, including employee agents or sub-consultant, or anyone for whom CLIENT'S ENGINEER, or CLIENT'S CONTRACTOR ENGINEER is legally liable. CLIENT further agrees to waive any claim against RGSE INC, and to indemnify and hold harmless RGSE INC from any claim or liability arising from such deferred engineering.

Copies of documents: Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed and sealed by RGSE INC. Files in electronic media format or text, data, graphic or other types that are furnished by RGSE INC to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, RGSE INC makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by RGSE INC at the beginning of this assignment. The CLIENT agrees waive any claim against RGSE INC and to indemnify and hold harmless RGSE INC from any claim or liability resulting from parties unauthorized re-use of documents.

Contactor's responsibility: It is understood that the contractor, not RGSE INC, is responsible for the construction of the project, and that RGSE INC is not responsible for the acts, errors or omissions of any contractor, sub-contractor or materials supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor. CLIENT recognizes that the contractors CLIENT selects may commit errors, omissions, or other acts that lead to claims and that RGSE INC may be claimed against as well, because actual responsibility will not be determinable until discovery is complete. Because some of RGSE INC's employees may have to bear personal liability in such cases, a risk to which contractor's employees are immune; because, historically, many contractors have declared bankruptcy or dissolved their business in order to escape liability, an action that significantly increases RGSE INC's risk; and because CLIENT selects contractors, CLIENT agrees to reimburse RGSE INC for any settlement or judgment RGSE INC is required to pay beyond that amount which RGSE INCs extent of culpability otherwise would require.

Site observation: It is agreed that the professional services of RGSE INC do not extend to or include the review or site observation of the contractor's work or performance unless specifically listed in Article 2. CLIENT further agrees to waive any claim against RGSE INC, and to defend, indemnify and hold harmless RGSE INC from any claim or liability arising or alleged to have arisen from Site observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless RGSE INC from any claim or liability, arising from GENERAL CONTRACTOR'S performance, or failure of GENERAL CONTRACTOR'S work or alleged to have arisen from the

ATTACHMENT 2

GENERAL CONTRACTOR'S performance or the failure of the GENERAL CONTRACTOR'S work to conform to the design intent and the contract documents. CLIENT is not obligated to indemnify RGSE INC for the RGSE INC'S own negligence. Observation differs from inspection in that "observation" is defined as "the act of viewing or noting something, for scientific or other special purpose"; inspection is defined as "an especially careful or critical viewing of something".

RGSE INC reliance: RGSE INC shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to RGSE INC such information as is available to the CLIENT and RGSE INC's contractors, and RGSE INC shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for RGSE INC to assure the accuracy, completeness and sufficiency of such information either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless RGSE INC, and RGSE INC's employees and contractors from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to the RGSE INC.

Relationship: This Agreement and the deliverables, obligations, and rights herein are intended for the sole use and benefit of the Parties and are not intended to create any third party rights or benefits. This Agreement and the design may not be transferred or assigned by either Party without written consent.

Maintenance: The Client agrees and understands that subsequent routine, periodic maintenance, maintenance inspections, and any other necessary repairs is required by the Client or Client selected contractor, sub-contractor, or other appropriate purpose entity for this Project. Further, the aforementioned requirements shall be a condition precedent for Client to subsequently assert a claim against Design Professional or Design Professional's sub-consultants pertaining to the system or building element.

Respectfully submitted,

Ramon Garci

President Structural Engineer no.4595

amon Larcia

I acknowledge having read this letter and the proposal contained therein, and agree to its terms and conditions. If this a contract with a corporation, estate or any other type of legal entity, I attest that I am an authorized to act on the behalf of the said organization. I hereby authorized you to commence work on this project.

John Huber Marketing Director Architerra Design Group

By:		
Date:		
Billing email:		



PROPOSAL

Client Name: Architerra Design Group

Client Number: C122

Attention: Joihn Huber

Job Name: Ketchum Libolt Park Expansion

Scope of Work:

Rendering services support to complete a total of TWO (2) daytime images of 2 different design layouts as per points of view to be determined by the client and as per scope extents provided on 10/11/2023 email (page 4 of "Addendum 1 - RFP Shalimar Park (Final).pdf").

For the purpose of these images 3Dlkon will use existing landscape, furniture, accessories, or props extracted from its own digital libraries. Custom designed items may be requested and are subject to additional negotiation.

Our Process:

3Dlkon will provide a total of three iterations throughout the process:

- Iteration 1: Preliminary colored images with little or no landscape/furniture will be provided to approve colors and materials. (Please send redmarks collectively)
- Iteration 2: After client's approval of point 1, final colored images including landscape/furniture will be provided for final approval. (Please send final redmarks collectively)
- Final Delivery: Following client's approval of point 2, we will provide high resolution tiff or jpeg format files and the project will be considered complete. Final hi-res images max. print size shall be 11x17" (4000px at 300dpi).

Please note these stages represent significant benchmarks in the rendering process. Reversing process from this point may require additional negotiation. 3Dlkon will clearly notify the client when completing each stage and require approval to move forward.

Client shall make available in a timely manner:

- Full information regarding conditions and requirements of the project;
- Answers to requests for information and timely approval; Review for accuracy of basic design, specific site locations, coordination and compliance with requirements.
- If available, a complete set of CAD files (site plan, floor plans, elevations, sections, details, etc.). Additional color/material information should be provided as process develops.

Important Notes:

- ONLY the information provided up to 10/10/2023 was considered for this proposal.
- Revisions to the architecture and to the design exceeding the starting information and original scope or number of iterations proposed in this document shall be renegotiated or estimated by the hour at the current hourly rate.
- This quote is valid for 30 days.



PROPOSAL

Client Name: Architerra Design Group

Client Number: C12.

Attention: Joihn Huber

Job Name: Ketchum Libolt Park Expansion

■ Proposed Timeframe: 15 business days following receipt of all necessary information

Estimated Delivery Time: 7:00 PM PST

Proposed Basis & Fees:		Budget type:	Closed Budget
	Qty.	Price per item	Subtotal
1. SD - Overall Aerial Daytime Image - per design option	2	\$1,400.00	\$2,800.00
2. SD - Eyelevel Daytime Image - per design option	2	\$990.00	\$1,980.00
3. CD - Overall Aerial Daytime Image - 70% growth	1	\$1,000.00	\$1,000.00
4. CD - Eyelevel Daytime Image - 70% growth	1	\$800.00	\$800.00
5. CD - Overall Aerial Daytime Image - 90% growth	1	\$500.00	\$500.00
6. CD - Eyelevel Daytime Image - 90% growth	1	\$400.00	\$400.00
7. CD - Overall Aerial Daytime Image - 100% growth	1	\$500.00	\$500.00
8. CD - Eyelevel Daytime Image - 100% growth	1	\$400.00	\$400.00
Possible Design Revisions (to be tracked by the hour)			\$45.00 h

☐ Total: 10 images \$8,380.00

(all amounts are represented in US Dollars)

Diego GonzalezBusiness Development





GOT FIROMETICA ZUZS		####-3D#NDF430#1
	P R O P O	S A L
Client Name: Client Number: Attention:	<i>Architerra Design Group</i> C122 Joihn Huber	
Job Name :	Ketchum Libolt Park	Expansion
l accept this proposa	al of \$	_, as of/
	Signature:	
	Name:	

Please email a signed copy back to dgonzalez@3dikon.com Attention: Diego Gonzalez

EXHIBIT D CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY	EFFECTIVE	PAGE
DRUG-FREE WORKPLACE	NUMBER 100-5	DATE 8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

- 1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
- 2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

- 1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- 1. The dangers of drug abuse in the workplace;
- 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
- 3. Any available drug counseling, rehabilitation and employee assistance programs; and
- 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
- 2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
- 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.





CITY OF COSTA MESA Agenda Report

File #: 24-005 Meeting Date: 1/16/2024

TITLE:

AWARD OF THE LED LIGHTING INSTALLATION AT CITY PARKS AND ATHLETIC FACILITIES

PROJECT, CITY PROJECT NO. 23-09

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: SEUNG YANG, P.E., CITY ENGINEER, (714) 754-5633

RECOMMENDATION:

Staff recommends the City Council:

- 1. Adopt plans, specifications, and working details for the LED Lighting Installation at City Parks and Athletic Facilities Project, City Project No. 23-09.
- 2. Authorize the City Manager and City Clerk to execute a Public Works Agreement (PWA) in the amount of \$759,700, and future contract amendments within City Council authorized limits to RMF Contracting, Inc., 1523 North Harmony Circle, Anaheim, California 92807.
- 3. Authorize a ten percent (10%) contingency in the amount of \$75,970 for unforeseen construction and miscellaneous costs related to the project.

ENVIRONMENTAL DETERMINATION:

The proposed action is exempt from the California Environmental Quality Act (CEQA). The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment. In addition, the proposed action is exempt under Section 15301 relating to the operation, repair, maintenance, permitting, and/or minor alteration of existing public facilities.

BACKGROUND:

In 2022, State Senator David Min earmarked a landmark level of funding for multiple park improvement projects for the City of Costa Mesa in the amount of \$10 million. City Council approved fund appropriations to upgrade the existing lighting at select parks and sports athletic facilities to Light Emitting Diode (LED) lighting. The funding for these projects has been allocated in the adopted Fiscal Year 2023-24 Capital Improvement Program (CIP) budget.

File #: 24-005 Meeting Date: 1/16/2024

On September 19, 2023, the City Council authorized the use of Sourcewell's Cooperative Agreement No. 041123-MSL with Musco Sports Lighting, LLC, for the purchase of Light Emitting Diode (LED) lighting equipment and material to retrofit aging facilities at multiple City park and athletic field locations.

The locations for the installation of these new lighting facilities include Jack Hammett Sports Complex, TeWinkle Athletic Complex, Costa Mesa Tennis Center, and Bark Park.

ANALYSIS:

Public Works staff advertised on October 5, 2023, for qualified bidders to perform the installation of the purchased Sourcewell LED lighting equipment. The City Clerk received and opened two (2) bids for this project on November 13, 2023. RMF Contracting, Inc., the apparent low-bidder, submitted a bid proposal in the amount of \$759,700. The bid abstract reflecting the bid results is included as Attachment 1. The license and references of RMF Contracting were checked and found to be in good standing. Therefore, staff recommends that the City Council award the PWA (Attachment 2) to RMF Contracting as the low responsible bidder.

Following the City Council award of the PWA, RMF Contracting 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.

ALTERNATIVES:

The alternative to this Council action would be to reject all bids and rebid the project. Staff has determined that re-advertising and re-bidding the project will not result in lower bids and will delay the project.

FISCAL REVIEW:

Funding for the project is available from earmarked state funds received from the State Budget through State Senator David Min and from the approved Capital Improvement Program for the Tennis Center Improvements and the Park Security Lighting Replacement projects.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report, prepared the PWA, and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

Strengthen the Public's Safety and Improve the Quality of Life

File #: 24-005 Meeting Date: 1/16/2024

CONCLUSION:

Staff recommends the City Council:

1. Adopt plans, specifications, and working details for the LED Lighting Installation at City Parks and Athletic Facilities Project, City Project No. 23-09.

- 2. Authorize the City Manager and City Clerk to execute a Public Works Agreement (PWA) in the amount of \$759,700, and future contract amendments within City Council authorized limits to RMF Contracting, Inc., 1523 North Harmony Circle, Anaheim, California 92807.
- 3. Authorize a ten percent (10%) contingency in the amount of \$75,970 for unforeseen construction and miscellaneous costs related to the project.

ATTACHMENT 1

CITY OF COSTA MESA PUBLIC WORKS DEPARTMENT

LED LIGHTING INSTALLATION AT CITY PARKS AND ATHLETIC FACILITIES PROJECT CITY PROJECT NO. 23-09

BID OPENING DATE: NOVEMBER 13, 2023

Bidder	City	Total Bid	
RMF Contracting, Inc.	Anaheim	\$759,700.00	
ACE Electric, Inc.	San Diego	\$774,000.00	

AVERAGE BID: \$766,850.00

LOWEST RESPONSIVE BID: \$759,700.00

CITY OF COSTA MESA PUBLIC WORKS AGREEMENT FOR CITY PROJECT NO. 23-09

This PUBLIC WORKS AGREEMENT ("Agreement") is dated January 16, 2024, and is between the CITY OF COSTA MESA, a municipal corporation ("CITY") and RMF CONTRACTING, INC., dba R&M Electrical Contractor ("CONTRACTOR").

WHEREAS, CITY desires to construct the public improvements described below under Paragraph 1, Scope of Work (the "Project");

WHEREAS, CITY has determined that CONTRACTOR is the lowest responsible bidder:

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 installing LED lights at various CITY parks and athletic facilities throughout the CITY (the "Work").

The Work is further described in the "Contract Documents" referred to below.

The Project is known as the Athletic Facilities Project, City Project No. 23-09 (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, 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. <u>CITY'S REPRESENTATIVE</u>.

The CITY's Representative is Robert Ryan, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

- (a) <u>Project Manager</u>. CONTRACTOR's Project Manager must be approved by CITY. Such approval shall be at CITY's sole discretion.
- (b) <u>Personnel</u>. 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 within Exhibit A. CONTRACTOR's total compensation shall not exceed Seven Hundred Fifty-Nine Thousand Seven Hundred Dollars (\$759,700.00).

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. <u>TIME OF PERFORMANCE</u>.

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 forty 40 calendar 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) <u>Termination for Breach of Contract.</u>
- (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 scope of 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 Ten Percent (10%) of the total bid price 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. <u>INSPECTION BY CITY</u>.

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) <u>Minimum Scope and Limits of Insurance</u>. 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) <u>Endorsements</u>. 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) <u>Reporting Provisions</u>. 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) <u>Insurance Applies Separately</u>. 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) <u>Deductible or Self-Insured Retention</u>. 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) <u>Proof of Insurance</u>. 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) <u>Non-Limiting</u>. 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) <u>Legal Working Day</u>. 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) <u>Apprentices</u>. 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) <u>Payroll Records</u>. 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) <u>Registration with California Department of Industrial Relations ("DIR")</u>. 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.

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 in Exhibit D. 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. <u>NON-DISCRIMINATION</u>.

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: Seung Yang and Robert Ryan

Notices required to be given to CONTRACTOR shall be addressed as follows:

RMF Consulting, Inc. 1523 North Harmony Circle Anaheim, CA 92807 Attn: Tom Taggart

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Markel Insurance Company 10 Parkway North, Suite 100 Deerfield, IL 60015 Attn: Adriana Valenzuela

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.

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.

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. <u>CONSTRUCTION</u>.

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.

[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.

CITY OF COSTA MESA, A municipal corporation		
	Date:	
Lori Ann Farrell Harrison City Manager		
CONTRACTOR		
	Date:	
Signature		
Name and Title	-	
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:	
Carol Molina Finance Director	Date:
DEPARTMENTAL APPROVAL:	
Raja Sethuraman Public Works Director	Date:
Seung Yang Project Manager	Date:

EXHIBIT A CONTRACTOR'S BID

PROPOSAL FOR THE LED LIGHTING INSTALLATION AT CITY PARKS AND ATHLETIC FACILITIES PROJECT, CITY PROJECT NO. 23-09

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 LED LIGHTING INSTALLATION AT CITY PARKS AND ATHLETIC FACILITIES PROJECT, CITY PROJECT NO. 23-09, 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 FORTY (40) 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	PROP	OSAL		
ITEM #	BID ITEM DECRIPTION	QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
_ED	All Labor, Parts, Materials, Equipment, Deliveries, Setup, Mobilization, etc., to Fully Install and Operate City-Furnished Light- Emitting Diode (LED) Lights at the Following City Parks and Athletic Facilities: Bark Park, Jack R. Hammett Sports Complex, Costa Mesa Tennis Center, and the TeWinkle Park	S AND	L.S.	759,700.00	759,700.00

TOTAL BID PROPOSAL FIGURES:

\$ 759,700.00

TOTAL BID PROPOSAL (Words):

Seven Hundred Fifty-Nine Thousand, Seven Hundred Dollars and Zero Cents

The award of the Contract shall be based on the lowest responsive Bid amount, and the <u>City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.</u>

The CITY also reserves the right to reject all Bids.

PROPOSAL BID SCHEDULE (CONTINUED)

NOTES:

- 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. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
- 4. (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.

- 5. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).
- 6. Bidder agrees to initial or notarize (if applicable) all pages on P-1, P-1a, P-1b, P1-c, and through P-11 uploaded onto *PlanetBids*.

PROPOSAL SCHEDULE (CONTINUED)

(Please Type or Print)

Total Amount for Base Bid (in written words	Seven Hundred Fifty-Nine Thousand, Seven Hund Dollars and Zero Cents
759,700.0	00
Contractor's Lawful Name: RMF Contracti	in figures ng Inc. dba R&M Electrical Contracting
Bidder's Name: MaryAnn Feilmeier	Bidder's Initials:
Contractor's License No. 813655	Expiration: 10/31/2024
Contractor's Taxpayer I.D. Number:33-0	0990428
Contractor's DIR Registration Number: 10	00003540
Signature:	Date:
Contractor's Address: 1523 N Harmony Ci	ircle, Anahelm, CA 92807
Telephone Number: <u>(</u> 949) 770-2269	Mobile No.: <u>(949</u>)230-1279
Fax Number: <u>(949) 770-4221</u>	E-mail:_heather@r-melectrical.com
24-Hour Emergency Contacts:	
Richard Feilmeier	Telephone Number: (949) 770-2269
Name	Mobile No.: (949) 230-1279
Timothy Hess	Telephone No.: (949) 770-2269
Name	Mobile No.: (949) 230-2179
Heather Brown	Telephone No.: (949) 770-2269
Name	Mobile No.: (949) 374-0972

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.

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.

Respectfully Submitted,

RMF Contracting Inc. ada R&M Electrical Contracting	Richard Feilmeier			
Contractor's Business Name	Contractor Title			
1523 N. Harmony Circle	Secretary			
Business Address: Street Anaheim CA 92807	Singed By 813655 C-10, A Title 10/31/202			
City State Zip 949-770-2269	Contractor's License No. and Classification Exp. Date 11/13/2023			
Business Phone Number	Date			
MaryAnn Feilmeier Secretary	21321 Bishop			
Name Title Mission Viejo CA 92692	Residence: Street 949-770-0759			
City State Zip	Residence phone Number			
the bid is by a corporation, state the names of the corporation and whether more than one Corporation	of the officers who can sign an agreement on behal e officer must sign. Taxpayer I.D. Number:			
Jame Richard Feilmeier - President	Can Sign Must Sign			
Name_MaryAnn Feilemeier - Secretary				
	🗵			
lame	U U			
☐ Partnership or Joint Ventures	Taxpayer I.D. Number:			
Address				
Name	/a			
	<i>/</i> Ol			
Address				
ne bid shall be in the real name of the bidde ctitious name)"; provided, however, no fictiti egistration with the Orange County Recorder.				
he full names and residences of all persons a rincipals, are as follows:	and parties interested in the foregoing proposal, as			
IOTE: Give first and last names in full; in Secretary, Treasurer and Manager, a joint ventures, give names of all the i	n case of corporation, give names of President and affix corporate seal; in case of partnerships and individual members.			
- h	/a			
	/ a			
	_ M			
	Bidder's Initials			

Bidder shall signify receipt of all Addenda here, if any:

Addendum No.	Date Received	<u>Bidder's Signature</u>
	11/7/2023	Mospile July
2	11/8/2023	Mp July
		,

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
7/6/2023	City of Whittier Murphy Ranch Little League BB Field Lighting	Information Alfredo Hernandez PH 562-567-9512
6/14/2023	City of Temecula Ronald Reagan Sports Park	Stacy Fox PH 951-308-6306
5/19/2023	Golden West College District Golden West College Soccer Retrofit	Danny Johnson PH 714-895-834
3/21/2023	City of Santa Ana Santa Ana Stadium	Arne Cvek PH 714-310-0638
2/24/2023	San Bernardino City USD San Gorgonio HS	Bryan Hartman PH 951-206-4830
2/15/2023	University of CA Irvine Cicerone Field / Anteater Park	David Hooks PH 949-422-0539
3/21/2023	City of Santa Ana Dan Young, Thornton & Memorial Park	Arne Cvek PH 714-310-0638
12/9/2022	City of Huntington Beach Huntington Beach Sports Park PH 2	Chris Cole PH 714-536-5265
10/4/2022	City of Santa Clarita Central Park Buildout	Terry Brice PH 661-510-2018
9/6/2022	City of San Clemente Steed Sports Park	Randy Little PH 949-899-1223
8/1/2022	City of Mission Viejo Marty Russo Park	Jerry Hill PH 949-470-3085
6/17/2022	Norwalk La Mirada USD La Mirada HS New Football Stadium	Ralph Shryock PH 562-884-5840
6/16/2022	City of Santa Ana Santa Anita Park Impr.	Arne Cvek PH 714-310-0638
6/6/2022		Modesto Balanos PH 310- 847-3519
4/1/2022	Golden West College District	Danny Johnson PH 714-895-8344

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 with its Department of Industrial Relations (DIR) registration number. 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/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it 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.

Bid Item (s) Number	% Portion of Work	Name, Address and E-mail of Subcontractor	State License Number	Class	DIR Registration Number
		No Suk	s		

By submission of this proposal, the Bidder certifies:

- 1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
- 2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

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.

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.

RMF Contracting Inc. dba R&M Electrical Contracting

Contractor Firm Name
MaryAnn Feilmeier

Name of Principal
Secretary

Title
Signature

Subscribed and sworn to before me by:

This day

day of

My Commission Expires:

Notary Public

Bidder's Initials

20

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 _______

Subscribed and sworn to (or affirmed) before me on this 15th day of November, 2033, by Maryann Felmeler

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

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:	i (
		CONTRACTOR Many Ann Feil meier RMF Contracting Inc. dba R&M Electrical Contracting
		Company Name

PROJECT:

11/13/2023

LED LIGHTING INSTALLATION AT CITY PARKS
AND ATHLETIC FACILITIES PROJECT,

CITY PROJECT NO. 23-09

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.

Project and Specification No. 23-09



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
		10/0		
		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.

is true and correct MaryAna Feilmeier MaryAna Feilmeier	
Bidder/Applicant/Proposer RMF Contracting Inc. dba R&M Electrical Contracting	g
11/13/2023	
Date	M Nor's Initial



CITY OF COSTA MESA

P.O. BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628·1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE:

NOVEMBER 7, 2023

TO:

ALL PROSPECTIVE BIDDERS

SUBJECT:

ADDENDUM NO. 1 -

LED LIGHTING AT CITY PARKS AND ATHLETIC FACILITIES PROJECT,

CITY PROJECT NO. 23-09

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 janet.zuazo@costamesaca.gov. A COPY WILL NOT BE SENT BY MAIL.

Company: RMF CONTRACTING INC

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 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:

The following SHALL be amended to the Notice to Bidders, Proposal, Contract, and Special Provisions (i.e., bid project documents):

Change of Bid Opening date and time: On page N-1 in the NOTICE INVITING BIDS, under BID SUBMISSION AND OPENING, the first sentence, Point #1, shall now read: "Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of 3:00 P.M., Monday, November 13, 2023, at which time or shortly thereafter the City Clerk will open bids electronically."

The following shall serve as a REMINDER of the following, as noted on page N-1 in the NOTICE INVITING BIDS, Point #5, BID SECURITY:

• Each bidder must submit an <u>original</u> certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk prior to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond was received by the City Clerk prior to the bid submission deadline. NO electronic bid securities through e-mail or other electronic means will be accepted.

The following are additional documents / plans related to the Jack Hammett Sports Complex LED lighting.

See attached.



CITY OF COSTA MESA

P.O. BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628-1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE:

NOVEMBER 8, 2023

TO:

ALL PROSPECTIVE BIDDERS

SUBJECT:

ADDENDUM NO. 2 -

LED LIGHTING AT CITY PARKS AND ATHLETIC FACILITIES PROJECT,

CITY PROJECT NO. 23-09

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 <code>janet.zuazo@costamesaca.gov</code>. A COPY WILL NOT BE SENT BY MAIL.

Company: RMF CONTRACTING, INC

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 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:

The following are additional documents / plans related to the Jack Hammett Sports Complex LED lighting -

- TeWinkle Tennis Center pole foundation structural calculations (see attached, starting on page 3).
- . Bill of Materials for the following:
 - Jack Hammett Sports Complex (see attached, starting on page 28)
 - TeWinkle Bark Park (see attached, starting on page 29)
 - TeWinkle Baseball Field (see attached, starting on page 30)
 - TeWinkle Tennis Center (see attached, starting on page 31)

EXHIBIT B

BID PACKET

CITY OF COSTA MESA ORANGE COUNTY, CALIFORNIA NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Costa Mesa ("City") invites sealed bids, to be submitted electronically only, for the following project:

LED LIGHTING INSTALLATION AT CITY PARKS AND ATHLETIC FACILITIES PROJECT, CITY PROJECT NO. 23-09

1. <u>BID SUBMISSION AND OPENING</u>: Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of 3:00 P.M., Thursday, November 9, 2023, at which time or shortly thereafter the City Clerk will open bids electronically. The bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

To access the bid documents and bid on this project, potential vendors and bidders must first register through the City's PlanetBids portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476.

SCOPE OF WORK AND BID DOCUMENTS: The scope of work generally consists of all labor, parts, materials, equipment, deliveries, setup, mobilization, etc., to fully install and operate City-furnished light-emitting diode (LED) lights at the following City parks and athletic facilities: Bark Park, Jack R. Hammett Sports Complex, Costa Mesa Tennis Center, and the TeWinkle Park Athletic Complex.

The plans, specifications, and bid documents for this project can be obtained via the City's PlanetBids portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476.

It is the bidder's responsibility to ensure that the most current version of the solicitation, including any addenda, has been downloaded. Bids received without the applicable addenda will be rejected as incomplete.

- 3. PRE-BID MEETING OR JOB WALK: NONE.
- 4. <u>BID CONTENTS</u>: All bids must be submitted on the proposal form included in the bid documents. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements.
- 5. <u>BID SECURITY</u>: Each bidder must submit an <u>original</u> certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk prior to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond was received by the City Clerk prior to the bid submission deadline. <u>NO electronic bid securities through e-mail or other electronic means will be accepted.</u>
- 6. CONTRACTOR'S LICENSE: A valid <u>California Contractor's License Class "A" (General Engineering Contractor)</u> issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.

ATTACHMENT 2

- 7. PREVAILING WAGES: This project is a "public work" subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Costa Mesa Public Services Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: http://www.dir.ca.gov; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.
- 8. **PAYMENT BOND AND PERFORMANCE BOND:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful bidder prior to award of the contract.
- 9. NON-DISCRIMINATION: The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hiring, or treatment of individuals or businesses in connection with the bidding process or work performed for the City in connection with the project.
- 10. **ADDITIONAL REQUIREMENTS:** This project is subject to local, State, and Federal regulations and requirements, as detailed in the bid documents.

For all inquiries, please contact **Rob Ryan**, Maintenance Services Manager, Public Works Department, via e-mail at *robert.ryan@costamesaca.gov*.

Brenda Green, City Clerk City of Costa Mesa Dated: October 5, 2023



PROOF OF PUBLICATION (2015.5 C.C.P.)

STATE OF CALIFORNIA County of Orange

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the action for which the attached notice was published. I am a principal clerk of the Newport Harbor News Press Combined With Daily Pilot, which was adjudged a newspaper of general circulation on June 19, 1952, Cases A24831 for the City of Newport Beach, County of Orange, and State of California. Attached to this Affidavit is a true and complete copy as was printed and published on the following date(s): Oct 05, 2023

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Fountain Valley, California on this 12th day of October, 2023.

Wendy Cooper [signature]

10540 Talbert Avenue Fountain Valley, CA 92708

Los Angeles Times MEDIA GROUP

Sold To:

Costa Mesa Public Services Department – CA91073802 77 Fair Drive 4th Floor Costa Mesa, CA 92626

Bill To:

Costa Mesa Public Services Department – CA91073802 77 Fair Drive 4th Floor Costa Mesa, CA 92626

City of Costa Mesa Orange County, California TTACHMENT 2

NOTICE IS HEREBY GIVEN that the City of Costa Mesa ("City") invites sealed bids, to be submitted electronically only, for the following project:

LED LIGHTING INSTALLATION AT CITY PARKS AND ATHLETIC FACILITIES PROJECT, CITY PROJECT NO. 23-09

1. BID SUBMISSION AND OPENING: Bids must be submitted electronically with ECity of Costs Mess's PlanetBids portal before the deadline of 3:00 P.M. Thursday, November 9, 2023, at which time on shortly thereafter the City Clerk will open bids electronically. The bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

To access the bid documents and bid on this project, potential vendors and bidders must first register through the City's PlanetBids portal at: https://www.planetbids.com/portal/portalcfm? CompanyID=45476.

 SCOPE OF WORK AND BID DOCUMENT'S: The scope of work generally consists of all labor, parts, materials, equipment, deliveries, setup, mobilization, etc., to fully install and operate City-furnished light-emitting diode (LED) lights at the following City parks and athletic facilities: Bark Park, Jack R. Hammett Sports Complex, Costa Mesa Tennis Center, and the TeWinkle Park Athletic Complex.

The plans, specifications, and bid documents for this project can be obtained via the City's PlanetBids portal at https://www.planetbids.com/portal/portal.cfm?CompanyID=45476

It is the bidder's responsibility to ensure that the most current version of the solicitation, including any addenda, has been downloaded. Bids received without the applicable addenda will be rejected as incomplete.

- 3. PRE-BID MEETING OR JOB WALK: NONE.
- BID CONTENTS: All bids must be submitted on the proposal form included in the bid documents. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements.
- 5. BID SECURITY: Each bidder must submit an original certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least the percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk prior to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond was received by the City Clerk prior to the bid submission deadline. No electronic bid securities through e-mail or other electronic means will be accepted.
- 6. CONTRACTOR'S LICENSE: A valid California Contractor's License Class: "Ar" (General Engineering Contractor). Sixwed by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.
- 7. PREVAILING WAGES: This project is a "public work" subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code. all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Costa Mesa Public Services Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: http://www.dir.ca.gov.thes-rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diew wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.
- PAYMENT BOND AND PERFORMANCE BOND: A
 Payment Bond and a Performance Bond, each in the
 amount of 100% of the contract amount, will be
 required of the successful bidder prior to award of the
 contents.
- 9. NON-DISCRIMINATION: The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marrial status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hining, or treatment of individuals or businesses in connection with the bidding process or work performed for the City in connection with the project.
- ADDITIONAL REQUIREMENTS: This project is subject to local, State, and Federal regulations and requirements, as detailed in the bid documents.

For all inquiries, please contact **Rob Ryan**, Maintenance Services Manager, Public Works Department, via e-mail at robert.ryan@costamesaca.gov.

Brenda Green, City Clerk City of Costa Mesa Dated: October 5, 2023



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628·1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: NOVEMBER 7, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 -

LED LIGHTING AT CITY PARKS AND ATHLETIC FACILITIES PROJECT,

CITY PROJECT NO. 23-09

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 janet.zuazo@costamesaca.gov. A COPY WILL NOT BE SENT BY MAIL.

Received by:	 		 	 	 		
Company:	 	 	 		 		
	 					_	

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 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:

The following **SHALL** be amended to the *Notice to Bidders, Proposal, Contract, and Special Provisions* (i.e., bid project documents):

• Change of Bid Opening date and time: On page N-1 in the NOTICE INVITING BIDS, under **BID SUBMISSION AND OPENING**, the first sentence, Point #1, shall now read: "Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of 3:00 P.M., Monday, November 13, 2023, at which time or shortly thereafter the City Clerk will open bids electronically."

The following shall serve as a REMINDER of the following, as noted on page N-1 in the NOTICE INVITING BIDS, Point #5, **BID SECURITY:**

Each bidder must submit an <u>original</u> certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk prior to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond was received by the City Clerk prior to the bid submission deadline. NO electronic bid securities through e-mail or other electronic means will be accepted.

The following are additional documents / plans related to the Jack Hammett Sports Complex LED lighting.

See attached.

Page 1 of 2 441

The following are Question and Answer (Q&A) responses to bidder questions:

1. **Question:** On this project for one of the sites (Tewinkle Park tennis) scope of work is to install new poles, is the contractor responsible for providing the poles or will Musco be providing the poles? Please clarify.

Answer: Yes, Musco will be providing the poles.

2. **Question:** Are the existing poles and foundations to be demolished and disposed of? If so, please specify quantity and if demolition of existing foundations 2' below grade will be acceptable.

Answer: Yes, existing poles will need to be demolished and disposed of. Musco will be providing a new pre-cast pier footing foundation with new poles. The design will be based on standard soil conditions.

3. Question: Please provide geotechnical report and foundation design for the new poles.

Answer: None available.

4. **Question:** Is the existing underground conduit and wiring to be reused for new poles? If so, please provide electrical infrastructure as-builts. If new electrical infrastructure is required does the prime contractor need to board electrical engineering?

Answer: The existing underground conduit and wiring is to be used.

5. Question: Is the existing switchgear and service to be reused?

Answer: The existing switchgear and service is to be reused.

6. Question: Will tennis court resurfacing be required?

Answer: Yes, the contractor shall be responsible for repairing and surfacing that gets damaged.

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 janet.zuazo@costamesaca.gov.

Please acknowledge receipt of this bid addendum by signing on 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 e-mailing it to janet.zuazo@costamesaca.gov.

Sincerely,

Seung Yang, P.E.

City Engineer

SY: Attachments

Page 2 of 2 442

Jack Hammett Sports Complex Costa Mesa, CA

Lighting System

/Fixture S			F			
	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1	80'	80"	3	TLC-LED-1500	4.23 k₩	A
A2	80'	80'	2	TLC-LED-1500	2.82 kW	A
		80'	2	TLC-LED-900	1.76 k₩	A
A3	80'	80"	2	TLC-LED-1500	2.82 kW	В
		80"	2	TLC-LED-900	1.76 kW	В
A5	80'	80"	3	TLC-LED-1500	4.23 kW	В
B1	80'	80"	4	TLC-LED-1500	5.64 kW	А
B2	80'	80"	4	TLC-LED-1500	5.64 kW	В
C1	80'	80"	3	TLC-LED-1500	4.23 kW	В
		80°	3	TLC-LED-1500	4.23 kW	A
C2	80'	80'	2	TLC-LED-1500	2.82 kW	А
		80'	2	TLC-LED-1500	2.82 kW	В
		80°	2	TLC-LED-900	1.76 kW	A
		80'	2	TLC-LED-900	1.76 kW	В
D1	80'	80'	4	TLC-LED-1500	5.64 kW	В
		80'	4	TLC-LED-1500	5.64 kW	A
S1	80'	80"	2	TLC-LED-1200	2.34 kW	C
		80"	2	TLC-LED-900	1.76 kW	С
52	80'	80"	2	TLC-LED-1200	2.34 kW	D
		80"	2	TLC-LED-900	1.76 kW	D
S3	80'	80"	2	TLC-LED-1200	2.34 kW	E
		80"	2	TLC-LED-1200	2.34 kW	C
		80'	2	TLC-LED-900	1.76 kW	C
		80'	2	TLC-LED-900	1.76 kW	E
54	80'	80'	2	TLC-LED-1200	2.34 kW	D
		80"	2	TLC-LED-1200	2.34 kW	F
		80°	2	TLC-LED-900	1.76 kW	D
		80*	2	TLC-LED-900	1.76 kW	F
S5	80'	80'	2	TLC-LED-1200	2.34 kW	E
		80'	2	TLC-LED-900	1.76 kW	E
56	80'	80°	2	TLC-LED-900	1.76 kW	F
		80"	2	TLC-LED-1200	2.34 kW	F
57						
S10	60,	60"	4	TLC-LED-900	3.52 kW	G
S8	60'	60"	4	TLC-LED-900	3.52 kW	Н
		60"	4	TLC-LED-900	3.52 kW	- G
S9	60'	60'	4	TLC-LED-900	3.52 kW	H
S11	70'	70"	4	TLC-LED-900	3.52 kW	Н.
311	+ //	70"	4	TLC-LED-900	3.52 kW	- G
S12	70'	70"	4	TLC-LED-900	3.52 kW	H
21	70	/0	108	10.74.0-900	118.76 kW	n

Circuit Summ	nary		
Circuit	Description	Load	Fixture Qty
A	Soccer 1	28.90 kW	22
В	Soccer 2	28.90 kW	22
C	Soccer 3 North	8.20 kW	8
D	Soccer 3 South	8.20 kW	8
E	Soccer 4 North	8.20 kW	8
F	Soccer 4 South	8.20 kW	8
G	Soccer 5	14.08 kW	16
Н	Soccer 6	14.08 kW	16

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	16
TLC-LED-1500	LED 5700K - 75 CRI	1410W	181,000	>120,000	>120,000	>120,000	36
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	56

From Hometown to Professional











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PROJECT SUMMARY

ENGINEERED DESIGN By: • File #224349C • 12-Oct-23

Jack Hammett Sports Complex Costa Mesa, CA

Single Luminaire Amperage Draw Chart									
Driver Specifications	Line Amperage Per Luminaire								
(.90 min power factor)	(max draw)								
Single Phase Voltage	208	220	240	277	347	380	480		
Single Phase Voltage	(60)	(60)	(60)	(60)	(60)	(60)	(60)		
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0		
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6		
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3		

Light Level Summary

Calculation Grid Summ	Calculation Grid Summary										
Grid Name	Calculation Metric		- 1		Circuits	Fixture Qtv					
Grid Name	Calculation Webit	Ave	Min	Max	Max/Min	Ave/Min	Circuits	rixture Qty			
Soccer 1	Horizontal Illuminance	32.8	26	42	1.63	1.26	A.	22			
Soccer 2	Horizontal Illuminance	32.8	26	45	1.76	1.26	В	22			
Soccer 3	Horizontal Illuminance	30.1	23	39	1.70	1.31	C,D	16			
Soccer 4	Horizontal Illuminance	30.1	23	38	1.67	1.31	E,F	16			
Soccer 5	Horizontal Illuminance	24.4	16	43	2.61	1.53	G	16			
Soccer 6	Horizontal Illuminance	24.1	17	38	2.20	1.42	Н	16			
Spill @ Fence	Horizontal	0.05	0	0.20	0.00		A,B,C,D,E,F,G,	108			
Spill @ Fence	Max Vertical Illuminance Metric	0.08	0	0.37	0.00		A,B,C,D,E,F,G,	108			

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Jack Hammett Sports Complex

Name Soccer 1 Size 360' x 225' Spacing 30.0' x 30.0' Height 3.0' above grade

Guaranteed Average 30 Scan Average 32.81

UG (adjacent pts) 1.38 No. of Points 96

Applied Circuits A

Total Load 28.90 kW

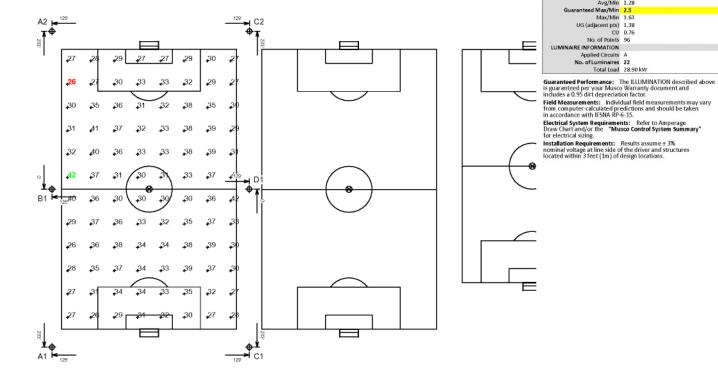
Maximum 42 Minimum 26 Avg/Min 1.28

Entire Grid

Costa Mesa, CA Grid Summary

Equi	Equipment List For Areas Shown												
	Pole	8			Luminaires								
QTY	LOCATION	SIZE	GNADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS					
1	A1	80'	-	80'	TLC-LED-1500	3	3	0					
1	A2	80'	-	80"	TLC-LED-1500	2	2	0					
				80'	TLC-LED-900	2	2	0					
1	B1	80'	-	80'	TLC-LED-1500	4	4	0					
1	C1	80,	-	80"	TLC-LED-1500	6	3	3					
1	C2	80'	-	80'	TLC-LED-1500	4	2	2					
				80'	TLC-LED-900	4	2	2					
1	D1	80'	-	80'	TLC-LED-1500	4/4*	4	4					
6	Totals					33	22	11					

^{*}This structure utilizes a back-to-back mounting configuration



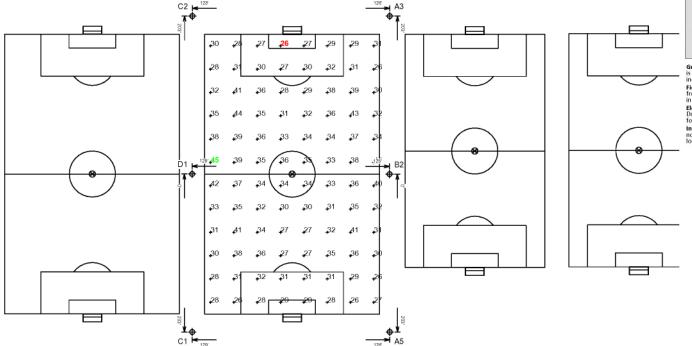
SCALE IN FEET 1:80

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

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Equi	Equipment List For Areas Shown												
	Pole	1			Luminaires								
QTY	LOCATION	SIZE	GNADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS					
1	A3	80'	-	80'	TLC-LED-1500	2	2	0					
				80"	TLC-LED-900	2	2	0					
1	A5	80'	-	80'	TLC-LED-1500	3	3	0					
1	B2	80'	-	80'	TLC-LED-1500	4	4	0					
1	C1	80,	-	80"	TLC-LED-1500	6	3	3					
1	C2	80'	-	80'	TLC-LED-1500	4	2	2					
				80'	TLC-LED-900	4	2	2					
1	D1	80,	-	80'	TLC-LED-1500	4/4*	4	4					
6	Totals						22	11					

^{*}This structure utilizes a back-to-back mounting configuration



Jack Hammett Sports Complex Costa Mesa, CA

Grid Summary

Name Soccer 2

Size 560' x 225'
Spacing 30' x 30.0"
Height 3.0" above grade

Illumination Summa	ry	
		MAINTAINED HORIZONTAL FOOT CANDLES
	Entire Grid	
Guaranteed Average	30	
Scan Average	32.78	
Maximum	45	
Minimum	26	
Avg/Min	1.28	
Guaranteed Max/Min	2.5	
Max/Min	1.76	
UG (adjacent pts)	1.36	
CU	0.76	
No. of Points	96	
LUMINAIRE INFORMATION		
Applied Circuits	В	
No. of Luminaires	22	
Total Load	28.90 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

We Make It Happen.

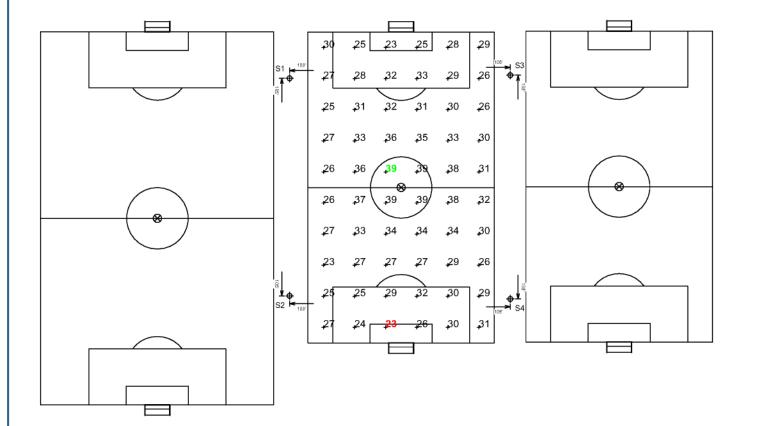
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ILLUMINATION SUMMARY

ENGINEERED DESIGN By: • File #224349C • 12-Oct-23

Equ	Equipment List For Areas Shown											
	Pole	8			Luminaires							
QTY	LOCATION	SIZE	GNADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS				
2	S1-S2	80'	-	80'	TLC-LED-1200	2	2	0				
				80"	TLC-LED-900	2	2	0				
2	53-54	80'	-	80'	TLC-LED-1200	2/2*	2	2				
				80'	TLC-LED-900	2/2*	2	2				
4			24	16	8							

^{*}This structure utilizes a back-to-back mounting configuration



Jack Hammett Sports Complex
Costa Mesa, CA

Grid Summary

Name Soccer 3

Size 300' x 180'

Spacing 30.0' x 30.0'

Height 3.0' above grade

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

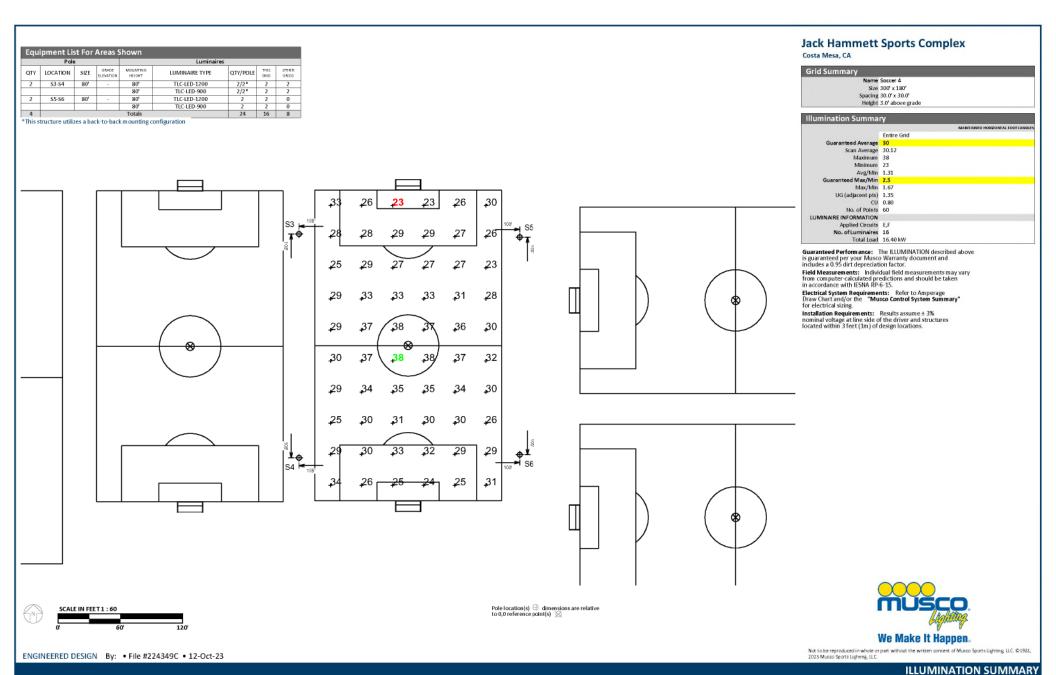


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ILLUMINATION SUMMARY

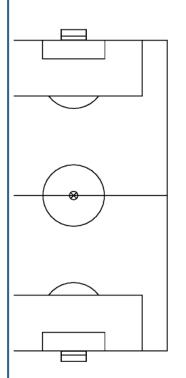
Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

ENGINEERED DESIGN By: • File #224349C • 12-Oct-23



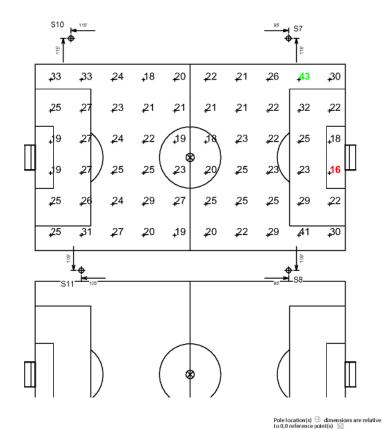
Equipment List For Areas Shown											
Pole				Luminaires							
LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS				
S7 S10	60'	-	60'	TLC-LED-900	4	4	0				
58	60,	-	60"	TLC-LED-900	4/4*	4	4				
S11	70'	-	70"	TLC-LED-900	4/4*	4	4				
			Totals		24	16	8				
	S7 S10 S8 S11	S7 S10 60' S8 60' S11 70'	LOCATION SIZE GRADE ELEVATION S7 S10 60' - S8 60' - S11 70' -	LOCATION SIZE OFFICE NOUNTRIO NEURITRIO NE	LOCATION SIZE OMCC MODIFFED LUMBAIRE TYPE	LOCATION SIZE OBSER NOUNTRID LUMBHAIRE TYPE QTY/POLE	LOCATION SIZE ONCE NOSURING LUMINAIRE TYPE QTY/POLE THIS				

^{*}This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1:60

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Jack Hammett Sports Complex Costa Mesa, CA

Grid Summary

Name Soccer 5
Size 300' x 180'
Spacing 3 0 x 3 0.0'
Height 3.0' above grade

Illumination Summa	гу	
		MAINTAINED HORIZONTAL FOOT CANDLES
	Entire Grid	
Scan Average	24.43	
Maximum	43	
Minimum	16	
Avg/Min	1.49	
Max/Min	2.61	
UG (adjacent pts)	1.66	
cu	0.81	
No. of Points	60	
LUMINAIRE INFORMATION		
Applied Circuits	6	
No. of Luminaires	16	
Total Load	14.08 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

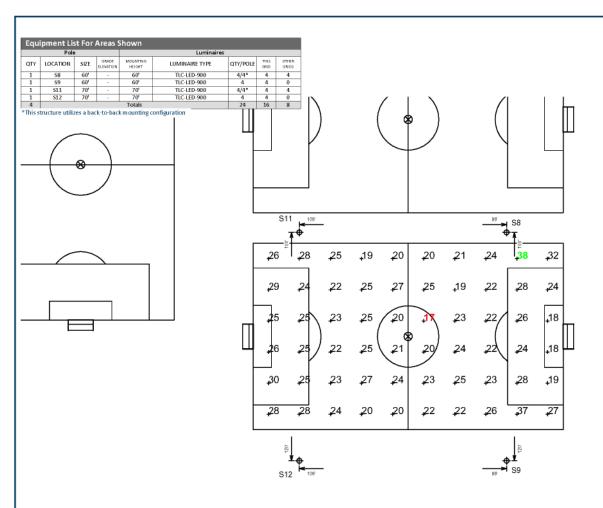
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Jack Hammett Sports Complex Costa Mesa, CA

Grid Summary

Name Soccer 6

Size 300' x 180'
Spacing 3.0 'x 30.0''
Height 3.0' above grade

Illumination Summa	ry	The state of the s
		MAINTAINED HORIZONEAL FOOTCANDLES
	Entire Grid	
Scan Average	24.13	
Maximum	38	
Minimum	17	
Avg/Min	1.39	
Max/Min	2.20	
UG (adjacent pts)	1.61	
cu	0.80	
No. of Points	60	
LUMINAIRE INFORMATION		
Applied Circuits	H	
No. of Luminaires	16	
Total Load	14.08 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \boxtimes



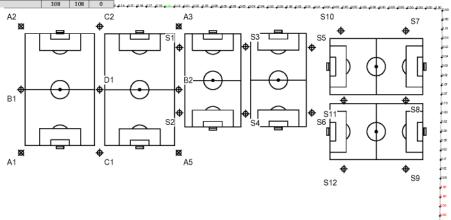
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Equ	ipment Lis	st For	Areas S	Shown							
	Pole			Luminaires							
QΤΥ	QTY LOCATION SIZE		ON SIZE GRADE ELEVATION		LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS			
2	A1 A5	80'	-	80'	TLC-LED-1500	3	3	0			
2	A2-A3	80'	-	80'	TLC-LED-1500	2	2	0			
				80'	TLC-LED-900	2	2	0			
2	B1-B2	80,	-	80'	TLC-LED-1500	4	4	0			
1	C1	80'	-	80'	TLC-LED-1500	6	6	0			
1	C2	80'	-	80'	TLC-LED-1500	4	4	0			
				80'	TLC-LED-900	4	4	0			
1	D1	80'	-	80'	TLC-LED-1500	4/4*	8	0			
4	S1-S2 S5-S6	80,	-	80,	TLC-LED-1200	2	2	0			
				80'	TLC-LED-900	2	2	0			
2	53-54	80'	-	80'	TLC-LED-1200	2/2*	4	0			
				80'	TLC-LED-900	2/2*	4	0			
3	57 59-510	60'	-	60'	TLC-LED-900	4	4	0			
1	58	60'	-	60'	TLC-LED-900	4/4*	8	0			
1	S11	70'	-	70"	TLC-LED-900	4/4*	8	0			
1	512	70'	-	70"	TLC-LED-900	4	4	0			
21				Totals		108	108	0			

*This structure utilizes a back-to-back mounting configuration



SCALE IN FEET 1: 200

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

ENGINEERED DESIGN By: • File #224349C • 12-Oct-23

Jack Hammett Sports Complex Costa Mesa, CA

Grid Summary Name Spill @ Fence Spacing 30.0' x 10.0' Height 3.0' above grade

Illumination Summa	гу	
		MAINTAINED HORIZONTAL FOOT CANDLES
	Entire Grid	
Scan Average	0.0480	
Maximum	0.20	
Minimum	0.00	
cu	0.00	
No. of Points	75	
LUMINAIRE INFORMATION		
Applied Circuits	A,B,C,D,E,F,G,H	
No. of Luminaires	108	
Total Load	118.76 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESMA RP-6-15.

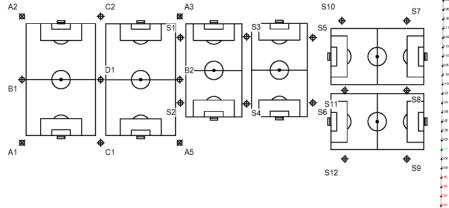
in accordance with IESTA RPG-15.
Electrical System Requirements: Refer to Amperage
Draw Chart and/or the "Musco Control System Summary"
for electrical Sizing.
Installation Requirements: Results assume ± 3%
nominal voltage at line side of the driver and structures
located within 3 feet (Im) of design locations.



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Equ	ipment Lis	st For	Areas S	Shown				
	Pole	,			Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	A1 A5	80'	-	80'	TLC-LED-1500	3	3	0
2	A2-A3	80'	-	80"	TLC-LED-1500	2	2	0
				80'	TLC-LED-900	2	2	0
2	B1-B2	80'	-	80'	TLC-LED-1500	4	4	0
1	C1	80'	-	80'	TLC-LED-1500	6	6	0
1	C2	80'	-	80'	TLC-LED-1500	4	4	0
				80"	TLC-LED-900	4	4	0
1	D1	80'		80"	TLC-LED-1500	4/4*	8	0
4	S1-S2 S5-S6	80'	-	80,	TLC-LED-1200	2	2	0
				80'	TLC-LED-900	2	2	0
2	S3-S4	80'	-	80'	TLC-LED-1200	2/2*	4	0
				80'	TLC-LED-900	2/2*	4	0
3	57 59-510	60'	-	60'	TLC-LED-900	4	4	0
1	58	60'	-	60"	TLC-LED-900	4/4*	8	0
1	S11	70'	-	70"	TLC-LED-900	4/4*	8	0
1	512	70'	-	70"	TLC-LED-900	4	4	0
21				Totals		108	108	0
*This s	tructure utili:	res a bar	k-to-back	k mounting o	onfiguration			

*This structure utilizes a back-to-back mounting configuration



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

ENGINEERED DESIGN By: • File #224349C • 12-Oct-23

SCALE IN FEET 1: 200

Jack Hammett Sports Complex Costa Mesa, CA

Grid Summary Name Spill @ Fence Spacing 30.0' x 10.0' Height 3.0' above grade

Illumination Summa	ry
	MAINTAINED MAX VERTICAL FOOT CANDLES
	Entire Grid
Scan Average	0.0806
Maximum	0.37
Minimum	0.00
cu	0.00
No. of Points	75
LUMINAIRE INFORMATION	
Applied Circuits	A,B,C,D,E,F,G,H
No. of Luminaires	108
Total Load	118.76 kW

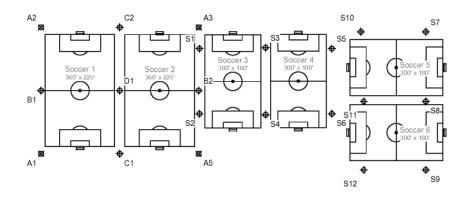
Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESMA RF6-15.

in accordance with IESTA RPG-15.
Electrical System Requirements: Refer to Amperage
Draw Chart and/or the "Musco Control System Summary"
for electrical Sizing.
Installation Requirements: Results assume ± 3%
nominal voltage at line side of the driver and structures
located within 3 feet (Im) of design locations.



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Jack Hammett Sports Complex

Costa Mesa, CA

Equipment Layout INCLUDES: · Soccer 1 · Soccer 2 · Soccer 3 · Soccer 4 · Soccer 5 · Soccer 6

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equ	ipment Lis	t For Ar	reas Show	n					
		Pole		Luminaires					
QTY	LOCATION	CATION SIZE		OCATION SIZE	DNADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	
2	A1 A5	80"	+	80'	TLC-LED-1500	3			
2	A2-A3	80,		80'	TLC-LED-1500	2			
				80'	TLC-LED-900	2			
2	B1-B2	80"	+	80'	TLC-LED-1500	4			
1	C1	80"	+	80'	TLC-LED-1500	6			
1	C2	80"	-	80'	TLC-LED-1500	4			
				80,	TLC-LED-900	4			
1	D1	80"		80'	TLC-LED-1500	4/4*			
4	S1-S2 S5-S6	80"	-	80'	TLC-LED-1200	2			
				80'	TLC-LED-900	2			
2	53-54	80°	-	80'	TLC-LED-1200	2/2*			
				80'	TLC-LED-900	2/2*			
3	S7 S9-S10	60"	-	60'	TLC-LED-900	4			
1	58	60"	-	60'	TLC-LED-900	4/4*			
1	S11	70"	-	70'	TLC-LED-900	4/4*			
1	S12	70"	-	70'	TLC-LED-900	4			
21			Totals			108			

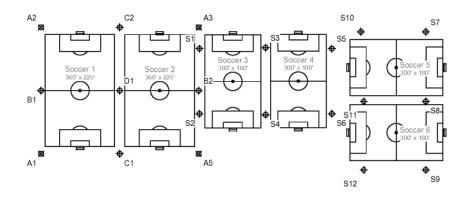
*This structure utilizes a back-to-back mounting configuration

Dalama da saldinadana	_	47.0	-	D.	-	-to-	_			
Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)									
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	486			
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0			
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6			
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3			



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SCALE IN FEET 1:200 ENGINEERED DESIGN By: • File #224349C • 12-Oct-23 Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠



Jack Hammett Sports Complex

Costa Mesa, CA

Equipment Layout INCLUDES: · Soccer 1 · Soccer 2 · Soccer 3 · Soccer 4 · Soccer 5 · Soccer 6

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equ	ipment Lis	t For Ar	eas Show	n					
		Pole		Luminaires					
QTY	LOCATION	OCATION SIZE		ON SIZE	DNADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	
2	A1 A5	80"	+	80'	TLC-LED-1500	3			
2	A2-A3	80,		80,	TLC-LED-1500	2			
				80'	TLC-LED-900	2			
2	B1-B2	80"	+	80'	TLC-LED-1500	4			
1	C1	80"	+	80'	TLC-LED-1500	6			
1	C2	80"	+	80'	TLC-LED-1500	4			
				80,	TLC-LED-900	4			
1	D1	80"		80'	TLC-LED-1500	4/4*			
4	S1-S2 S5-S6	80"	-	80'	TLC-LED-1200	2			
				80'	TLC-LED-900	2			
2	53-54	80°	-	80'	TLC-LED-1200	2/2*			
				80,	TLC-LED-900	2/2*			
3	S7 S9-S10	60"		60'	TLC-LED-900	4			
1	58	60"	-	60'	TLC-LED-900	4/4*			
1	S11	70"	-	70'	TLC-LED-900	4/4*			
1	S12	70"	-	70'	TLC-LED-900	4			
21			Totals			108			

*This structure utilizes a back-to-back mounting configuration

ingle Luminaire Ampera	age Drav	w Cha	rt						
Driver Specifications (.90 min power factor)									
Single Phase Voltage	208	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480		
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0		
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6		
TLC-LED-900	5.2	4.9	4.5	3,9	3.1	2.9	2.3		



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SCALE IN FEET 1:200 ENGINEERED DESIGN By: • File #224349C • 12-Oct-23 Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

EQUIPMENT LAYOUT

Project Name: Jack Hammett Sports Complex LED Retrofit | Project #: 224349

Control System ID: 1 of 1

Distribution Panel Location/ID: Soccer

Project Information

Control System ID:

Control System Type: Control-Link Control and Monitoring

Syster

120/60

7646.0

877.0

480/60/3

Project Notes:

Communication Type:

PowerLine-ST

Power Requirements

Control cabinet(s):

Control voltage (phase to neutral VA loading - Inrush VA loading - Sealed

Lighting Circuits:

Voltage/Hertz/Phase

	Equipment Listing												
)	Description	Qty	Size (in)										
)	Control and monitoring cabinet - primary	1	24 X 72										
3	Control and monitoring cabinet - primary	1	24 X 48										
	Control and monitoring cabinet - secondary	1	24 X 72										
	Contactors, 30 amperes	28	-										
	Off/On/Auto switches	8	-										

Important Notes:

- 1. Please confirm that the lighting circuit voltage listed above is accurate for this facility. This is the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
- 2. In a 3 phase design, all 3 phases are to be run to each pole location. Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
- 3. One contactor is required for each circuit at each pole location. Contactors are 3 pole and 100% rated for the published continuous load.
- 4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
- 5. Size overcurrent devices using the full load amps column of the Circuit Summary by Switch chart (Minimum power factor is 0.9). Size conduit per code unless otherwise specified as larger to allow for harness connectors.
- 6. Avoid use of in-ground junction/pull boxes when possible. If used, all wire connectors must be UL listed for Wet Locations to prevent leakage current.
- 7. Control power wiring must be in separate conduit from line or load power wiring. Communication cables must be in separate conduit from any power wiring.
- 8. Refer to Installation Instructions for more details on equipment information and the installation requirements.



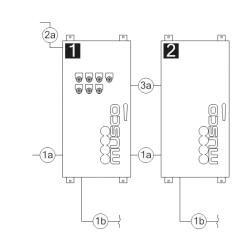
Project Name: Jack Hammett Sports Complex LED Retrofit | Project #: 224349 Control System ID: 1 of 1

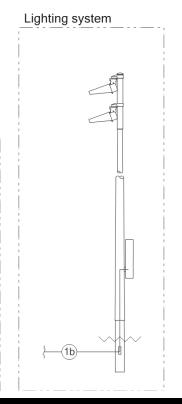
Distribution Panel Location/ID: Soccer

Equipment Layout and Connection Details



Control cabinet location





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ID Description

- 1a Line power to contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
- 1b Load power from contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
- Control power with equipment ground to control cabinet. Requires dedicatedA circuit. Provide transformer if control voltage not present.
- 3a Control harnesses Secondary cabinet to primary cabinet. Harness is provided by Musco in 8-foot length. Use minimum 2 inch diameter conduit for harness connector.

Equipment

ID Description

- Control and monitoring cabinet primary
- 2 Control and monitoring cabinet secondary



Project Name: Jack Hammett Sports Complex LED Retrofit | Project #: 224349 Control System ID: 1 of 1 Distribution Panel Location/ID: Soccer

Circuit Summary

Switching Schedule												
Field/Switch Description	Switches											
Soccer 1	1											
Soccer 2	2											
Soccer 3	3,4											
Soccer 3 North	3											
Soccer 3 South	4											
Soccer 4	5,6											
Soccer 4 North	5											
Soccer 4 South	6											
Soccer 5	7											
Soccer 6	8											

Control Module ID: 1

Lighting Circuit Voltage: 480/60/3

	Circuit Summary by Switch													
Switch	Zone Description	Pole ID	Qty of	Full load	Contactor	Cabinet #	Contactor							
			Fixtures	amperes	Size (Amps)		ID							
1	Soccer 1	A1	3	6.29	30	1	C1							
	Soccer 1	A2	4	8.24	30	1	C2							
	Soccer 1	B1	4	9.43	30	1	C3							
	Soccer 1	C1	3	6.29	30	1	C4							
	Soccer 1	C2	4	8.24	30	1	C5							
	Soccer 1	D1	4	9.43	30	1	C6							
2	Soccer 2	А3	4	8.24	30	1	C7							
	Soccer 2	A5	3	6.29	30	1	C8							
	Soccer 2	B2	4	9.43	30	1	C9							
	Soccer 2	C1	3	6.29	30	1	C10							
	Soccer 2	C2	4	8.24	30	1	C11							
	Soccer 2	D1	4	9.43	30	1	C12							
3	Soccer 3 North	S1	4	7.15	30	2	C13							
	Soccer 3 North	S3	4	7.15	30	2	C14							
4	Soccer 3 South	S2	4	7.15	30	2	C15							
	Soccer 3 South	S4	4	7.15	30	2	C16							
5	Soccer 4 North	S3	4	7.15	30	2	C17							
	Soccer 4 North	S5	4	7.15	30	2	C18							
6	Soccer 4 South	S4	4	7.15	30	2	C19							

Sales Representative: Karin Anderson | Project Engineer: Daniel Lohman | Scan: 224349C | Document ID: 224349P1V2C2-1012164026



Project Name: Jack Hammett Sports Complex LED Retrofit | Project #: 224349 Control System ID: 1 of 1

Distribution Panel Location/ID: Soccer

Circuit Summary - Cont'd

Control Module ID: 1

Lighting Circuit Voltage: 480/60/3

	Circuit Summary by Switch												
Switch	Zone Description	Pole ID	Qty of Fixtures	Full load amperes	Contactor Size (Amps)	Cabinet #	Contactor ID						
	Soccer 4 South	S6	4	7.15	30	2	C20						
7	Soccer 5	S7	4	5.87	30	2	C21						
	Soccer 5	S8	4	5.87	30	2	C22						
Soccer 5		S10	4	5.87	30	2	C23						
	Soccer 5	S11	4	5.87	30	2	C24						

Control Module ID: 2

Lighting Circuit Voltage: 480/60/3

	Circuit Summary by Switch													
Switch	Zone Description	Pole ID	Qty of Fixtures	Full load amperes	Contactor Size (Amps)	Cabinet #	Contactor ID							
8	Soccer 6	S8	4	5.87	30	3	C25							
	Soccer 6	S9	4	5.87	30	3	C26							
	Soccer 6	S11	4	5.87	30	3	C27							
	Soccer 6	S12	4	5.87	30	3	C28							



CITY OF COSTA MESA

P.O. BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628·1200

FROM THE PUBLIC WORKS DEPARTMENT / ENGINEERING DIVISION

DATE: NOVEMBER 8, 2023

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 2 -

LED LIGHTING AT CITY PARKS AND ATHLETIC FACILITIES PROJECT,

CITY PROJECT NO. 23-09

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 janet.zuazo@costamesaca.gov. A COPY WILL NOT BE SENT BY MAIL.

Received by:	 	
•		
Company:		

All bidders shall register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective bidder to check the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 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:

The following are additional documents / plans related to the Jack Hammett Sports Complex LED lighting –

- TeWinkle Tennis Center pole foundation structural calculations (see attached, starting on page 3).
- Bill of Materials for the following:
 - Jack Hammett Sports Complex (see attached, starting on page 28)
 - TeWinkle Bark Park (see attached, starting on page 29)
 - TeWinkle Baseball Field (see attached, starting on page 30)
 - TeWinkle Tennis Center (see attached, starting on page 31)

Page 1 of 2 459

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 janet.zuazo@costamesaca.gov.

Please acknowledge receipt of this bid addendum by signing on 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 e-mailing it to janet.zuazo@costamesaca.gov.

Sincerely,

Seung Yang, P.E. City Engineer

SY: Attachments

Page 2 of 2 460

MUSCO LIGHTING, INC. Light Structure Pole and Foundation Standard

This confidential report is provided exclusively for the use of engineering approval. The technical information provided herein is the confidential property of Musco Lighting, Inc., and reproduction of this report or use of this information for anything other than its limited, intended purpose as to this project, without the written permission of Musco Lighting, Inc., is prohibited.

ITEM: Structural Calculations

Pole Foundation Standard

PROJECT: Tewinkle Park Tennis

Costa Mesa, CA

PROJECT NO: 215837

463.358

DATE: 11/7/2023



ENGINEER:

STRUCTURAL ENGINEERS

JOSH RANDALL, SE No. 4506 9931 Muirlands Blvd Irvine, CA 92618

MUSCO LIGHTING, INC. Light Structure Pole and Foundation Standard

Calculation Index

CONTENTS:

<u>Page</u>	<u>ltem</u>	
1-2 3-4 5-9	LSS50-A (w/ 2 Fixtures) LSS50-A (w/ 2 Fixtures) Precast Base by Rinker	-Wind Analysis -Seismic Analysis
10-11 12-13 14-18	LSS50-AB (w/ 8 Fixtures) LSS50-AB (w/ 8 Fixtures) Precast Base by Rinker	-Wind Analysis -Seismic Analysis
19	Foundation Check	
APPENDIX A	Wind & Seismic Parameters	

CODE REFERENCE:

2022 CBC

ACI 318-19

Building Code Requirements for Structural Concrete

AISC 360-16

Specifications for Structural Steel Buildings

#REF! | 11/7/2023

ATTACHMENT 2 POLE DESIGNATION: LS50-A W/ FIXTURES JOB NO: 463.358 STRUCTURAL PROJECT: MANUFACTURER: MUSCO Tewinkle Park Tennis PROJECT NO: 215837 LOCATION: Costa Mesa, CA ASCE 7-16 T1, T4, T8, T9, T11, T14 POLE ID: WIND CRITERIA 95 MPH,EXP C | P = SUPERIMPOSED WT + POLE WT LOAD COMB 1.2 DEAD + 1.0 WIND <--FIXTURES, F/Af= qz*Gf*Cf = 30.97 PSF MAX ^ |||a <--(29.4-1)LED **550** <--where qz=.00256*Kz*Kzt*Kd*Ke(V)2 = 25.36 PSF MAX (26.10-1) | |v| <--EPA/FIXTURE*, Af 1.70 ft2 <--1 111 WEIGHT,P D.L./FIXTURE** 50.5 lbs | |v| ATTACHMENT NUMBER DIST. FROM PA Cf EPA Κz qz WIND,F D.L. ECE/FIXTURE*** 10.0 lbs 1 111 TYPE TOP POLE,FT SQ FT SQ FT PSF LBS LBS LED550 * EPA = EFFECTIVE PROJECTED AREA OF LIGHT FIXTURE | |v| 2.0 0.5 1.0 1.70 1 095 25.31 105 101 INCLUDING CROSSARM, PER MUSCO <--0.0 3.0 1.3 1.70 1 084 25.04 ** D.L.= DEAD LOAD OF FIXTURE, & 0.0 5.5 1.3 1.70 1.072 24.76 CROSSARM, PER MUSCO <--0.0 8.0 1.3 1 70 1 059 24 47 ***D.L.= DEAD LOAD OF ECE, <--0.0 10.5 1.3 1 70 1 046 24.16 PER MUSCO <--0.0 13.0 1.3 1.70 1.032 23.83 0.0 15.5 1.3 1.70 1.017 23.49 <--0.0 18.0 1.3 1.70 1 001 23.13 <--0.0 20.5 1.3 1.70 0.985 22.75 <--0.0 23.0 1.3 1 70 0.967 ECE 4.00 19.61 <--2.0 39.2 1.3 5.20 0.849 125 20 TOTALS = 230 121 v | |b POLE, F/Af= qz*Gf*Cf = 37.17 PSF MAX (29.4-1)where $qz=.00256*Kz*Kzt*Kd*Ke(V)^2 =$ 25.36 PSF MAX (26.10-1) LOADING DIAGRAM INPUT -> I = 50.87 ft. (ht. from adj. grade) -> | = 50.87 ft. (ht. from grade) ->tA = 0.12 in. (pole thk. @ top) in. (pole diam. @ top) = Ab<-4 75 ->dB = 9.44 in. (pole diam. @ btm) ->tB = 0.12 in. (pole thk. @ btm) ->Fy = 38.0 ksi (fixt mount sect. = 15.0 ft) ->Fy = 55.0 ksi (other pole sect.) 29,000 ksi -> E = ->Kzt= 1 (Figure 26.8-1) ->Kd = (Table 26.6-1) 1 -> Kz = 1.098 MAX-EXP C @ 50.9 (Table 26.10-1) ->Ke = 1.00 (Table 26.9-1) -> Cf = 1.00 LIGHT FIXTURE (INCLUDED IN EPA) 1.200 MAX (VARIES 0.5-1.2 FOR RND POLE) -> Cf = (Figure 29.4-1) POLE DAMPING, beta= 0.025 Per Musco test -> POLE NATURAL FREQUENCY = 0.593 Hz 1/(2PI*(DELTA/386)^0.5) where DELTA is due to self weight Section 26.11.5 Gust-Effect Factor -> Gf= 1.22 (Section 26.11.5) (Reference Vibration Problems in Engineering by Timoshenko, 4th ED. pg.34) constant epsilon,e = 0.2 Lz 492.3 Pole Properties: 500 N1 3.259 4.68 in4 taper = 0.140 in/ft Vz = 89.49 Rn 0.066 la = 4.6n1h/Vz lb= 38 in4 db/da = 1.987 = 1.549 4.6n1B/Vz = 0.018 R 1.072 1.638 3.295 ra = in rb = 1.745 in2 Ab = 3.51 in2 15.4n1L/Vz 0.060 gR 4.063 Aa = Sa = 1.97 in3 Sh = 8.08 in3 0.200 Rh Ιz 0.203 From Critical Buckling Loads of Tapered Columns, ASCE 2/62: = 0 447 = Log (lb/(la)/Log (dB/dA) = 3.06 RB 0.988 Q 0.932 = RI P* = (lb/la)/(lb/la)^.333 = 4 1 0.961 0.891 G kl/req^* (1/(P*)^.5)[kl/ra] = 389 (where k= 2.1) Gf = 1.221 AISC 360-16 Specification Table B4.1, Case 15 for Fy = 55.0 38 KSI 237 (MAX) SHEAR.F= 0.540 KIPS 28.30 FT AXIAL,P = 0.560 KIPS ASD Forces at groundline (for foundation design) D/t < .45E/Fy =343 MOMENT, M = 15.29 K-FT e= M/F = D/t < .31E/Fy = 163 237 Noncompact SHEAR,F= 0.900 KIPS MOMENT, M = 25.48 e= M/F = 28.30 FT AXIAL,P = 0.672 KIPS Nominal Forces at groundline D/t < .07E/Fy = 37 53 Compact M < ΦMn = 42 K-FT Precast Base O.K. D/t < .11E/Fy = 58 Slender element Section for Uniform Compression Pole Stress Check = 0.660 Max. < 1 Pole O.K.

Max. Deflection = 45.676 Inch

<0.10H=

61 Inch

AASHTO 10.4.2

LS50-A Wind

Distance from top	Outside Diameter	Pole				Cf		E3-4	E3-2 or E3-3 Design comp	Acting	F8.1-F8.4 Design flex.	Req'd flex.		H1-1b for	H1-1a for	2nd Order /1st Order		Req'd shear	1st Order Delta	C2.2a P-Delta	A Total A		VEN	2	DEFL
of Pole	of Pole,D	thick.t	D/t	Kz	qz	Pole	kl/r	Fe	strength, Pn	unfactored, Pr	strength, Mn		Pr/Pc	Pr/Pc <0.2	Pr/Pc ≥ 0.2	/1st Order Moment	CSR	strength., F	Della	Moment	Moment	a	MOM DUE	M/I	DUE TO DI
FT	IN	IN	5/1	1.42	PSF	. 0.0	eqiv.		KIPS	KIPS	K-FT	K-FT	0	1111 0 10.2	1111 0 = 0.2	FT-K	O.K.	KIPS	IN	FT-K	FT-K	Ĩ	TO DL		IN IN
0	4.75	0.120	39.6	1.098	25.36	1.2	389	1.89	2.61	0.000	7.89	0.0	0.000	0.000	N.A.	1.000	Y	0.000	45.7	0.0	0.0	1.3993	0.00	0.0003	27.85
1 2	4.75 4.75	0.120 0.120	39.6 39.6	1.093 1.089	25.26	1.2	389 389	1.89 1.89	2.61 2.61	0.107 0.113	7.89 7.89	0.1 0.2	0.049 0.052	0.034 0.054	N.A. N.A.	1.280 1.185	Y	0.120 0.134	44.1 42.5	0.0 0.0	0.1 0.2	1.3993	0.00 0.11	0.0124 0.0365	26.87 25.90
3	4.75	0.120	39.6	1.089	25.15 25.04	1.2 1.2	389	1.89	2.61	0.113	7.89	0.2	0.052	0.054	N.A.	1.162	Y	0.134	41.0	0.0	0.2	1.3993	0.11	0.0365	24.92
4	4.75	0.120	39.6	1.004	24.93	1.2	389	1.89	2.61	0.119	7.89	0.5	0.055	0.076	N.A.	1.150	Y	0.149	39.4	0.1	0.4	1.3993	0.25	0.0885	23.95
5	4.75	0.120	39.6	1.074	24.82	1.2	389	1.89	2.61	0.131	7.89	0.7	0.060	0.125	N.A.	1.142	Y	0.178	37.9	0.1	0.7	1.3993	0.48	0.1165	22.98
6	4.75	0.120	39.6	1.069	24.70	1.2	389	1.89	2.61	0.137	7.89	0.8	0.063	0.152	N.A.	1.136	Υ	0.192	36.3	0.1	1.0	1.3993	0.61	0.1457	22.02
7	4.75	0.120	39.6	1.064	24.58	1.2	389	1.89	2.61	0.143	7.89	1.0	0.066	0.182	N.A.	1.131	Y	0.206	34.8	0.1	1.2	1.3993	0.75	0.1761	21.06
8	4.75	0.120	39.6	1.059	24.47	1.2	389	1.89	2.61	0.149	7.89	1.3	0.068	0.213	N.A.	1.127	Y	0.220	33.2	0.2	1.4	1.3993	0.90	0.2079	20.12
9	4.75	0.120	39.6	1.054	24.34	1.2	389	1.89	2.61	0.154	7.89	1.5	0.071	0.246	N.A.	1.123	Y	0.235	31.7	0.2	1.7	1.3993	1.05	0.2409	19.19
10	4.75	0.120	39.6	1.048	24.22	1.2	389	1.89	2.61	0.160	7.89	1.7	0.074	0.281	N.A.	1.119	Y	0.249	30.3	0.2	1.9	1.3993	1.21	0.2751	18.27
11	4.75	0.120	39.6	1.043	24.09	1.2	389	1.89	2.61	0.166	7.89	2.0	0.077	0.318	N.A.	1.116	Y	0.263	28.8	0.2	2.2	1.3993	1.37	0.3107	17.36
12	4.75	0.120	39.6	1.037	23.97	1.2	389	1.89	2.61	0.172	7.89	2.2	0.079	0.357	N.A.	1.113	Y	0.277	27.3	0.3	2.5	1.3993	1.54	0.3475	16.48
13	4.75	0.120	39.6	1.032	23.83	1.2	389	1.89	2.61	0.178	7.89	2.5	0.082	0.397	N.A.	1.111	Y	0.290	25.9	0.3	2.8	1.3993	1.71	0.3855	15.61
14 15	4.75 4.84	0.120 0.120	39.6 40.3	1.026 1.020	23.70 23.56	1.2 1.2	389 389	1.89 1.89	2.61 2.66	0.184 0.191	7.89 10.77	2.8 3.1	0.085 0.086	0.439 0.365	N.A. N.A.	1.108 1.106	Y	0.304 0.318	24.6 23.2	0.3 0.3	3.1 3.5	1.3993 1.1634	1.90 2.08	0.4124 0.4202	14.76 13.94
16	4.04	0.120	40.3 41.5	1.020	23.42	1.2	389	1.89	2.74	0.191	11.36	3.5	0.086	0.380	N.A. N.A.	1.100	Y	0.316	23.2	0.3	3.8	1.1634	2.08	0.4202	13.94
17	5.12	0.120	42.7	1.008	23.28	1.2	389	1.89	2.81	0.204	11.96	3.8	0.087	0.393	N.A.	1.103	Ý	0.346	20.6	0.4	4.2	1.1363	2.48	0.4203	12.37
18	5.26	0.120	43.8	1.001	23.13	1.2	389	1.89	2.89	0.210	12.58	4.2	0.087	0.406	N.A.	1.098	Y	0.361	19.4	0.4	4.6	1.1238	2.68	0.4182	11.63
19	5.4	0.120	45.0	0.995	22.98	1.2	389	1.89	2.97	0.217	13.21	4.5	0.088	0.419	N.A.	1.096	Y	0.376	18.2	0.4	5.0	1.1119	2.90	0.4163	10.90
20	5.54	0.120	46.2	0.988	22.83	1.2	389	1.89	3.05	0.224	13.86	4.9	0.088	0.431	N.A.	1.094	Y	0.391	17.1	0.5	5.4	1.1007	3.12	0.414	10.21
21	5.68	0.120	47.3	0.981	22.67	1.2	389	1.89	3.13	0.232	14.52	5.3	0.089	0.443	N.A.	1.092	Y	0.407	15.9	0.5	5.8	1.09	3.35	0.4115	9.54
22	5.82	0.120	48.5	0.974	22.51	1.2	389	1.89	3.21	0.239	15.20	5.7	0.089	0.455	N.A.	1.089	Y	0.423	14.9	0.5	6.2	1.0798	3.58	0.4086	8.89
23	5.96	0.120	49.7	0.967	22.34	1.2	389	1.89	3.29	0.247	15.90	6.2	0.090	0.466	N.A.	1.087	Y	0.439	13.8	0.5	6.7	1.0701	3.82	0.4057	8.26
24	6.1	0.120	50.8	0.960	22.17	1.2	389	1.89	3.37	0.255	16.60	6.6	0.091	0.477	N.A.	1.085	Y	0.455	12.8	0.6	7.2	1.0608	4.07	0.4025	7.67
25	6.24	0.120	52.0	0.952	22.00	1.2	389	1.89	3.45	0.263	17.33	7.1	0.092	0.487	N.A.	1.083	Y	0.471	11.9	0.6	7.7	1.052	4.33	0.3994	7.09
26 27	6.38 6.52	0.120	53.2	0.944	21.82	1.2	389	1.89	3.52	0.271 0.279	18.07	7.5	0.092	0.497	N.A.	1.081	Y	0.488	11.0	0.6	8.2	1.0435	4.60 4.87	0.3961	6.54
	6.66	0.120 0.120	54.3	0.936	21.63	0.7	389 389	1.89	3.60		18.82 19.59	8.0 8.5	0.093	0.507 0.516	N.A. N.A.	1.079 1.078	Y	0.498	10.1	0.6 0.7	8.7	1.0354	4.87 5.16	0.3928	6.01
28 29	6.8	0.120	55.5 56.7	0.928 0.919	21.43 21.23	0.7 0.7	389	1.89 1.89	3.68 3.76	0.288 0.297	20.38	9.1	0.094 0.095	0.516	N.A.	1.076	Y	0.508 0.518	9.2 8.4	0.7	9.2 9.7	1.0277 1.0202	5.45	0.3895 0.3863	5.51 5.03
30	6.94	0.120	57.8	0.910	21.02	0.7	389	1.89	3.84	0.306	21.18	9.6	0.095	0.523	N.A.	1.074	Ý	0.529	7.7	0.7	10.3	1.0131	5.75	0.383	4.57
31	7.08	0.120	59.0	0.901	20.81	0.7	389	1.89	3.92	0.315	21.99	10.1	0.096	0.541	N.A.	1.072	Y	0.539	6.9	0.7	10.8	1.0063	6.06	0.3798	4.14
32	7.22	0.120	60.2	0.891	20.58	0.7	389	1.89	4.00	0.324	22.83	10.7	0.097	0.548	N.A.	1.071	Y	0.550	6.2	0.8	11.4	0.9997	6.38	0.3766	3.73
33	7.36	0.120	61.3	0.881	20.35	0.7	389	1.89	4.08	0.333	23.67	11.2	0.098	0.555	N.A.	1.069	Υ	0.560	5.6	0.8	12.0	0.9933	6.71	0.3735	3.34
34	7.5	0.120	62.5	0.870	20.10	0.7	389	1.89	4.15	0.343	24.53	11.8	0.099	0.562	N.A.	1.068	Y	0.571	5.0	0.8	12.6	0.9872	7.05	0.3705	2.97
35	7.64	0.120	63.7	0.859	19.85	0.7	389	1.89	4.23	0.353	25.41	12.4	0.100	0.568	N.A.	1.066	Y	0.582	4.4	0.8	13.2	0.9814	7.40	0.3675	2.63
36	7.78	0.120	64.8	0.849	19.61	0.7	389	1.89	4.31	0.363	26.30	12.9	0.101	0.574	N.A.	1.065	Y	0.592	3.9	8.0	13.8	0.9757	7.75	0.3645	2.30
37	7.92	0.120	66.0	0.849	19.61	0.7	389	1.89	4.39	0.373	27.21	13.5	0.102	0.580	N.A.	1.063	Y	0.603	3.4	0.9	14.4	0.9702	8.12	0.3616	2.00
38	8.06	0.120	67.2	0.849	19.61	0.7	389	1.89	4.47	0.383	28.13	14.1	0.103	0.585	N.A.	1.062	Y	0.614	2.9	0.9	15.0	0.965	8.50	0.3588	1.72
39	8.2	0.120	68.3	0.849	19.61	0.7	389	1.89	4.55	0.394	29.07	14.8	0.104	0.591	N.A.	1.060	Y	0.626	2.5	0.9	15.7	0.9599	8.89	0.3561	1.47
40 41	8.34 8.48	0.120 0.120	69.5 70.7	0.849 0.849	19.61 19.61	0.7 0.7	389 389	1.89 1.89	4.63 4.71	0.425 0.436	30.02 30.99	15.5 16.2	0.110 0.111	0.600 0.609	N.A. N.A.	1.059 1.057	Y	0.762 0.774	2.1 1.7	0.9 0.9	16.4 17.1	0.955 0.9502	9.29 9.72	0.3538 0.3519	1.23 1.01
42	8.62	0.120	70.7	0.849	19.61	0.7	389	1.89	4.79	0.436	31.97	17.0	0.111	0.609	N.A. N.A.	1.057	Y	0.774	1.7	0.9	17.1	0.9502	10.16	0.3519	0.82
43	8.76	0.120	73.0	0.849	19.61	0.7	389	1.89	4.86	0.458	32.97	17.8	0.112	0.625	N.A.	1.053	Y	0.798	1.1	1.0	18.7	0.9411	10.10	0.3481	0.65
44	8.9	0.120	74.2	0.849	19.61	0.7	389	1.89	4.94	0.469	33.99	18.6	0.114	0.633	N.A.	1.052	Ý	0.810	0.8	1.0	19.6	0.9368	11.07	0.3462	0.49
45	9.04	0.120	75.3	0.849	19.61	0.7	389	1.89	5.02	0.481	35.01	19.4	0.115	0.640	N.A.	1.050	Y	0.823	0.6	1.0	20.4	0.9326	11.55	0.3443	0.36
46	9.18	0.120	76.5	0.849	19.61	0.7	389	1.89	5.10	0.493	36.06	20.2	0.116	0.647	N.A.	1.049	Y	0.835	0.4	1.0	21.2	0.9286	12.04	0.3425	0.25
47	9.32	0.120	77.7	0.849	19.61	0.7	389	1.89	5.18	0.505	37.12	21.1	0.117	0.653	N.A.	1.047	Y	0.848	0.3	1.0	22.1	0.9246	12.53	0.3406	0.16
48	9.46	0.120	78.8	0.849	19.61	0.7	389	1.89	5.26	0.517	38.19	21.9	0.118	0.660	N.A.	1.045	Y	0.861	0.2	1.0	22.9	0.9208	13.05	0.3388	0.09
49	9.6	0.120	80.0	0.849	19.61	0.7	389	1.89	5.34	0.529	39.28	22.8	0.119	0.666	N.A.	1.044	NA	0.875	0.1	1.0	23.8	0.9171	13.57	0.337	0.04
50	9.74	0.120	81.2	0.849	19.61	0.7	389	1.89	5.42	0.542	40.39	23.7	0.120	0.672	N.A.	1.042	NA	0.888	0.0	1.0	24.7	0.9135	14.10	0.3353	0.01
51	9.88	0.120	82.3	0.849	19.61	0.7	389	1.89	5.49	0.563	41.51	24.6	0.123	0.678	N.A.	1.041	NA	0.902	0.0	1.0	25.6	0.91	14.65	0	0.00

KNA STRUCTURAL ENGINEERS

Reference:	2022 CE	BC, AS	CE 7-16
INPUT: Job Location:	Costa Me	esa, CA	
Site Class	D-Defaul	t	ASCE
0.2 Sec MCE, Ss	1.312	g	ASCE
1.0 Sec MCE, S ₁	0.469	g	ASCE
Site Coeff., Fa	1.200		ASCE
Site Coeff., F _v	1.831		ASCE
$S_{MS} = F_a S_S$	1.574	g	ASCE
$S_{M1} = Fv S_1$	0.859	g	ASCE
$S_{DS} = 2/3S_{MS}$	1.050	g	ASCE
$S_{D1} = 2/3S_{M1}$	0.572	g	ASCE
$Ts = S_{D1}/S_{DS}$	0.545	sec	
Long Period transition period, T _L	8.0	sec	ASCE 7-16 -Figure 22-12
Risk Category	II		Table 1604.5
Seismic Design Category	D		2022 CBC Section 1613.3.5
OUTPUT:			
Light Pole Class	LS50-A		
Fundamental Period, T	1.69	sec	1/Pole Natural Frequency
Seismic coeff., R	1.5		ASCE 7-16 Table 15.4-2
Overstrength Factor, Ω	1.5		ASCE 7-16 Table 15.4-2
Importance Factor, I	1.00		ASCE 7-16 Section 15.4.1.1 & Table 1.5-2
Redundancy factor, ρ	1.0		ASCE 7-16 Section 15.6
DESIGN SEISMIC FORCE			
V = CsW			ASCE 7-16 Eqn. 12.8-1
$C_S = S_{DS}/(R/I)$ for $T \le T_S$	0.700	g	ASCE 7-16 Eqn. 12.8-2
Cs max. for 1.5Ts $<$ T \leq TL, Cs =1.5 SD1/T(R/I)	0.339	g	ASCE 7-16 Sect. 11.4.8 & Eqn. 12.8-3
$C_S \min = 0.044 S_{DS} I \ge 0.03$	0.046	g	ASCE 7-16 Eqn. 15.4-1
if $S_1 \ge 0.6g$, $C_S \min = 0.8S_1/(R/I)$	N.A.	g	ASCE 7-16 Eqn. 15.4-2
Load Combination, 1.2D+ 1.0E			ASCE 7-16 Section 2.3.2 Load Comb 5
where E = Eh + Ev			ASCE 7-16 Eqn. 12.4-1
and Eh = pQ_E	0.339	W	ASCE 7-16 Eqn. 12.4-3
and Ev = $0.2S_{DS}D$ Load Combination, $1.2D + (pQe + 0.2S_{DS}D)$	0.210	D	ASCE 7-16 Eqn. 12.4-4
Load Combination, 1.2D + (pQe + 0.2S _{DS} D)	1.410	D	+ 0.339 W
Total Seismic Weight, W =	0.785	kips	See following page
			_
SEISMIC SHEAR, V =	0.348	kips	< 0.900 kips WIND SHEAR WIND CONTROL

Vertical Distribution of Seismic Force, F_x = $C_{vx}V$ 1.594 ASCE7-16 Eqn. 12.8-11 & Section 12.8.5

Item	w	h _x	w _x h _x ^k	$w_x h_x^k / \sum w_x h_x^k$	Cvx*V	ОТМ
fixtures	0.101	49.50	51	0.374	0.100	4.93
			0	0.000	0.000	0.00
			0	0.000	0.000	0.00
Top Pole Section	0.098	45.00	42	0.312	0.083	3.74
			0	0.000	0.000	0.00
1st Pole Section	0.325	19.00	35	0.262	0.070	1.32
			0	0.000	0.000	0.00
			0	0.000	0.000	0.00
			0	0.000	0.000	0.00
			0	0.000	0.000	0.00
			0	0.000	0.000	0.00
			0	0.000	0.000	0.00
ECE	0.020	15.00	1	0.011	0.003	0.04
1/2 Precast base above grade	0.241	7.17	6	0.041	0.011	0.08
Sum	0.785		136	1.000	0.266	10.12
Total Dead Load at grade	1.026					
Seismic Overturning Moment, M =	10.12	kip-ft]< 25.48	kip-ft Wind OTM	WIND CONTRO	OLS

design: Musco Pole Design 1B



Pole Calcuations - Page 1

ACI 318-14

Inputs

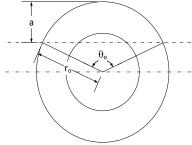
Pole Type	1B		$f_{py} =$	230.0 ksi	Strand Yield Strength
D _o =	9.48 in	Outer Diameter	$f_{pu} =$	270.0 ksi	Strand Ultimate Strength
D _i =	4.25 in	Inner Diameter	f' _c =	9.5 ksi	28 Day Strength of Concrete
D _{tc} =	6.625 in	Diameter of Tendon Circle	$E_s =$	29000.0 ksi	Elastic Modulus of Strand
$d_t =$	0.6 in	Strand Diameter	IPF =	0.41	Initial Prestress Factor
n =	6	Number of Tendons	PLF =	0.82	Prestress Loss Factor
$A_{ps} =$	0.217 in ²	Area of Single Strand	a =	2.73 in	
Φ=	0.90	Resistance Factor	c =	4.19 in	
ß ₁ =	0.65	f _{'c} ≥ 8 ksi			

Determine Concrete Compression Forces (Bending Only)

Calculate the Properties of the Compression Zone

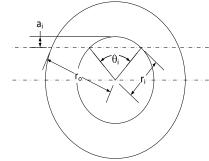
A. Calculate the Section Properties based on Outer Radius (Note: These Calculations Assume there is no core in the pole)

$$\begin{split} c_o &= D_o/3 = & 3.16 \text{ in} \quad \text{Initial Guess} \\ r_o &= D_o/2 = & 4.74 \text{ in} \\ \Theta_o &= 2 * \cos^{-1}((r_o - a)/r_o) = & 2.26 \\ I_o &= r_o^4/8 * \Theta_o.\sin(\Theta_o) + (2*\sin(\Theta_o)*\sin(\Theta_o/2)^2) = & 173.8 \text{ in}^4 \\ A_o &= (r_o^2*\cos^{-1}*(r_o - a)/r_o) - ((r_o - a)*V((2*r_o * a) - a^2) = & 16.78 \text{ in}^2 \\ y_{ro} &= (4*r_o*\sin(\Theta_o/2)^3)/(3*(\Theta_o-\sin(\Theta_o))) = & 3.14 \text{ in} \end{split}$$



B. Calculate the Section Properties based on Inner Radius (Note: These Calculations Assume there is no core in the pole)

$$\begin{split} r_i &= D_i/2 = & 2.13 \text{ in} \\ a_i &= & 0.11 \text{ in} \\ \Theta_i &= 2 * \cos^{-1}((r_i - a_i)/r_i) = & 0.65 \\ I_i &= r_i^4/8 * \Theta_{i\cdot} \sin(\Theta_i) + (2*\sin(\Theta_i)*\sin(\Theta_i/2)^2) = & 0.4 \text{ in}^4 \\ A_i &= (r_i^{2*} \cos^{-1*}(r_i - a)/r_i) - ((r_i - a)* \vee ((2*r_i * a) - a^2) = & 0.1 \text{ in}^2 \\ y_{ri} &= (4*r_i * \sin(\Theta_i/2)^3)/(3*(\Theta_i - \sin(\Theta_i))) = & 2.06 \text{ in} \end{split}$$



Note: If the inner raidius is outside the compression zone, $I_i \ \& \ A_i$ will be set to 0

Conclusion

A Calculate the Combined Section Properties:

$A_c = A_o - A_i =$	16.7 in ²	Area of the Compression Zone
$I_c = I_o - (I_i + A_i + y_{ri}^2) =$	169.1 in^4	Mass Moment of Intertia of Combined Section
$y = (A_o * y_o - A_i * y_i) / A_c =$	3.14 in	Centroid for the Combined Arc Section
$y_c = c + r_o + y =$	2.60 in	Centroid for the Effective Compression Area
$A' = \pi^*(r_0^2 - r_i^2) - A_c =$	39.7 in ²	Area of the Tension Zone with the Strand Included



Pole Calcuations - Page 2

Determine Concrete Compression Forces (Bending Only)

Conclusion Continued

B. Compute the Effective Compression Area

Note: Then number of strands in compression (N_c) is determinde by the results of the calculations in the Tendon Strain Table.

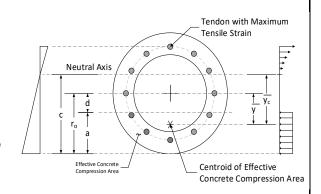
$$A_{pscomp} = N_c * A_{ps} = 0.22 in^2$$

Effective Area of Concrete in Compression

$$A_e = A_c - A_{pscomp} = 16.47 \text{ in}^2$$

C. Compute the Compression Force

$$F_c = A_e * 0.85 * f'_c = 133.0 \text{ kip}$$



Determine Steel Tensile Forces

Calculate the Total Prestressing Force.

$$\begin{split} f_{se} &= \text{IPF * PLF * } f_{pu} = & 90.8 \text{ ksi} & \text{Total Prestressing Stress} \\ \epsilon_{se} &= f_{se}/E_s = & 0.0031 & \text{Prestressing Strain} \\ f_{py}/E_s &= & 0.0079 & \text{Maximum Tendon Yield Strain} \\ F_{ps} &= \epsilon_{se} * A_{st} * E_s = & 19.7 & \text{Force in Single Prestress Strand} \\ F_t &= \Sigma \text{ Line Forces } &= & 133.0 \text{ kip} & \text{From the Tension Line Table} \end{split}$$

Converge the Forces to Achieve a Balance Condition

$$c = 4.19 in$$

$$F_c - F_t = 0 \text{ kip}$$

Converge the Forces to Achieve a Balance C 0

A. Compressive Force Moment

$$M_{cf} = (F_c * y_c)/(12*in/ft) = 28.8 k*ft$$

B. Tension Force Moment

$$M_t = \Sigma M_{ti} = 18.4 \text{ k*ft}$$
 Sum of Moments in the Tendon Line Table

Calculate Ultimate Moment Capacity

Extreme Tensile Strain = 0.0028 Within Transition Zone
$$M_n = M_{cf} + M_t = 47.2 \text{ kip*ft}$$

$$M_a = \Phi M_n = 42.5 \text{ kip*ft}$$

$$M_{cr} = 18.9 \text{ kip*ft}$$
 Cracking Moment (See Page 3)

Calculate Development Length

$$\begin{split} f_{se} &=& 90.8 \text{ ksi} \\ f_{py} \, / \, f_{pu} &=& 0.85 \\ \gamma_p &=& 0.40 \end{split}$$
 Approximate $f_{ps} = (1 - (\gamma_p * \rho * f_{pu})) / (f'_c * \beta_1) * f_{pu} = 108.3 \text{ ksi} \quad \text{ACI } 318 - 14 \text{ Eqn } 20.3.2.3.1 \\ L_d &=& (f_{se} / 3000) * d_b + (f_{ps} - f_{se}) / 1000 * d_b = 28.7 \text{ in} \quad \text{ACI } 318 - 14 \text{ Eqn } 25.4.8.1 \end{split}$

design: Musco Pole Design 1B



Pole Calcuations - Page 3

Calculation of Mcr and Other Properties

$$n_{t} = n - n_{c} = 5$$

 $d_p = \Sigma$ Elevations of Tendons in Tension/ $n_t = 5.40$ in

Distance from Centroid of Tension Steel to Center of Pole

$$d = d_p - r_o = 0.66$$
 in

$$b_0 = D_0 - d_p = 4.08 \text{ in}$$



$$A_{co}' = r_o^2 * cos^{-1} ((r_o - b_o) / r_o) - ((r_o - b_o) * V ((2*r_o * b_o) - r_o^2)) = 29.0 \text{ in}^2$$

Area of the Outer Region Determined by b_i

$$b_i = b_o - (r_o - r_i) = 1.46 in$$

 $A_{ci}' = r_i^2 * cos - 1((r_i - b_i)/r_i) - ((r_i - b_i) * V((2 * r_i * b_i) - r_i^2)) = 4.3 in^2$

$$A'' = A_{co}' - A_{ci}' = 24.7 \text{ in}^2$$

$$A_{tot} = \pi^* (r_o^2 - r_i^2) = 56.4 \text{ in}^2$$

$$b_{dp} = A_t = A_{tot} - A'' = 31.7 \text{ in}^2$$

$$f_r = 7.5*Vf'_c = 731.0 \text{ psi}$$

$$f_{pe} = n*A_{ps}*f_{se}/A_{tot} = 2095.6 \text{ psi}$$

$$I_g = \pi/4 * ((D_0)^4 - (D_i)^4) = 380.449 in$$

$$M_{cr} = (f_r + f_{pe})/A_t^* (I_g/r_o) = 18.9 \text{ k*in}$$

$$\rho = 0.0342$$

At Centroid of the Strand in Tension

Total Concrete Area

Modulus of Rupture

Moment of Inertia of Gross Section

Cracking Moment (ACI 318-14 24.2.3.9)

Reinforcement Ratio

project: project number: engineer: CLC

design: Musco Pole Design 1B



Pole Calcuations - Tendon Line Tension Table

ACI 318-14

 $n_t = 6$ Number of Tendons $A_{ps} = 0.217 \text{ in}^2$ Area of a Strand

E = 29000 ksi Modulus of Elasticity c = 4.19 in

LINE	LINE STRAIN	fps	FORCE	MOMENT
n	$S(e_b + \varepsilon_{se})$	(KSI)	(KIPS)	(FT-KIPS)
1	0.0059	170.86	37.0776	11.93
2	0.0094	272.99	59.2398	10.88
3	0.0047	135.52	29.4088	-2.72
4	0.0012	33.39	7.2467	-1.67
5	0.0000	0.00	0.0000	0.00
6	0.0000	0.00	0.0000	0.00
7	0.0000	0.00	0.0000	0.00
8	0.0000	0.00	0.0000	0.00
9	0.0000	0.00	0.0000	0.00
10	0.0000	0.00	0.0000	0.00
11	0.0000	0.00	0.0000	0.00
12	0.0000	0.00	0.0000	0.00
13	0.0000	0.00	0.0000	0.00
14	0.0000	0.00	0.0000	0.00
15	0.0000	0.00	0.0000	0.00
16	0.0000	0.00	0.0000	0.00
17	0.0000	0.00	0.0000	0.00
18	0.0000	0.00	0.0000	0.00
19	0.0000	0.00	0.0000	0.00
20	0.0000	0.00	0.0000	0.00
21	0.0000	0.00	0.0000	0.00
22	0.0000	0.00	0.0000	0.00
23	0.0000	0.00	0.0000	0.00
24	0.0000	0.00	0.0000	0.00
25	0.0000	0.00	0.0000	0.00
26	0.0000	0.00	0.0000	0.00
	Σ =	612.78	132.97	18.42

project:

project number: engineer: CLC

design: Musco Pole Design 1B



Pole Calcuations - Tendon Line Tension Table

ACI 318-14

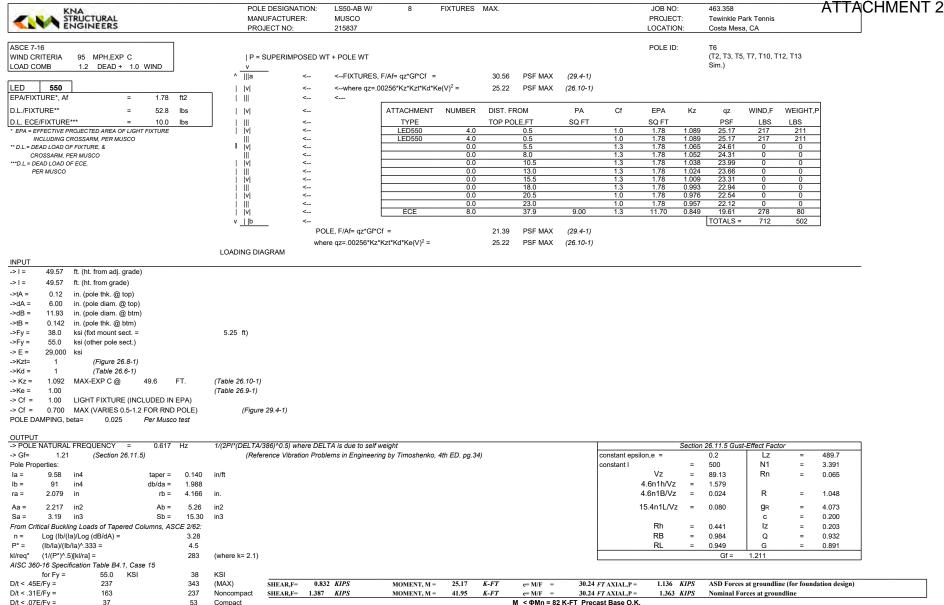
 $n_t = 6$ Number of Tendons c = 4.19 in From Iteration $r_o = 4.74$ in Outer Radius $\epsilon_{se} = 0.0031$ Prestressing Strain

 D_{tc} = 6.625 Diameter of Tendon Circle ϵ_{smax} = 0.0079 Maximum Tendon Yield Strain

a = 2.73 in $\beta 1 * c$

TENDOI	N ANGLE	ANGLE	TENDON ELEV	BENDING	TOTAL	TENDON w/in	TENDON ELEV.
#	(FROM VERT)	(FROM VERT)	(INCHES)	STRAIN	STRAIN	COMP. BLOCK?	TO THOSE IN TEN.
	(RADIANS)	(DEGREES)	(FROM COMP. SIDE)	ϵ_{b}	ϵ_{b} + e_{se}	(Y = 1, N = 0)	(FROM COMP. SIDE)
1	0.00	0	8.05	0.0028	0.0059	0	8.0525
2	1.05	60	6.40	0.0016	0.0047	0	6.40
3	2.09	120	3.08	-0.0008	0.0023	0	3.08
4	3.14	180	1.43	-0.0020	0.0012	1	0.00
5	4.19	240	3.08	-0.0008	0.0023	0	3.08
6	5.24	300	6.40	0.0016	0.0047	0	6.40
7	NA	NA	NA	NA	NA	0	0.00
8	NA	NA	NA	NA	NA	0	0.00
9	NA	NA	NA	NA	NA	0	0.00
10	NA	NA	NA	NA	NA	0	0.00
11	NA	NA	NA	NA	NA	0	0.00
12	NA	NA	NA	NA	NA	0	0.00
13	NA	NA	NA	NA	NA	0	0.00
14	NA	NA	NA	NA	NA	0	0.00
15	NA	NA	NA	NA	NA	0	0.00
16	NA	NA	NA	NA	NA	0	0.00
17	NA	NA	NA	NA	NA	0	0.00
18	NA	NA	NA	NA	NA	0	0.00
19	NA	NA	NA	NA	NA	0	0.00
20	NA	NA	NA	NA	NA	0	0.00
21	NA	NA	NA	NA	NA	0	0.00
22	NA	NA	NA	NA	NA	0	0.00
23	NA	NA	NA	NA	NA	0	0.00
24	NA	NA	NA	NA	NA	0	0.00
25	NA	NA	NA	NA	NA	0	0.00
26	NA	NA	NA	NA	NA	0	0.00
						Σ = 1	27.01 in

11/7/2023 LS50-AB Wind T6



Pole Stress Check = 0.574 Max. < 1 Pole O.K. Max. Deflection = 28.835 Inch

<0.10H=

59 Inch

AASHTO 10.4.2

D/t < .11E/Fy =

58

84

Slender element Section for Uniform Compression

	11///2023																					_		U-AB WING	110
Distance from top	Outside Diameter	Pole				Cf		E3-4	E3-2 or E3-3 Design comp	Acting	F8.1-F8.4 Design flex.	Req'd flex.		H1-1b for	H1-1a for	2nd Order /1st Order		Reg'd shear	1st Order Delta	C2.2a P-Delta	A Total A		VEN.	2	DEFL
of Pole	of Pole,D	thick,t	D/t	Kz	qz	Pole	kl/r	Fe	strength, Pn	unfactored, Pr	strength, Mn		Pr/Pc	Pr/Pc <0.2	Pr/Pc ≥ 0.2	Moment	CSR	strength,, F	Della	Moment	Moment	Q	MOM DUE	M/I	DUE TO DI
FT	IN	IN			PSF		eqiv.		KIPS	KIPS	K-FT	K-FT				FT-K	O.K.	KIPS	IN	FT-K	FT-K		TO DL		IN
_																									
0	6.00 6.10	0.120 0.120	50.0 50.8	1.092 1.087	25.22 25.12	0.7 0.7	283 283	3.56 3.56	6.23 6.34	0.000 0.430	12.02 12.38	0.0 0.2	0.000 0.081	0.000 0.062	N.A. N.A.	1.000 1.198	Y	0.000 0.445	28.8 27.8	0.0	0.0	1.2467 1.2375	0.00	0.0002 0.0209	25.67 24.75
2	6.19	0.120	51.6	1.082	25.12	0.7	283	3.56	6.44	0.438	12.73	0.2	0.081	0.002	N.A.	1.132	Y	0.445	26.8	0.0	0.3	1.2286	0.00	0.0209	23.84
3	6.29	0.120	52.4	1.078	24.89	0.7	283	3.56	6.54	0.446	13.10	1.1	0.082	0.138	N.A.	1.119	Y	0.467	25.8	0.1	1.3	1.2201	0.88	0.0971	22.92
4	6.38	0.120	53.2	1.073	24.78	0.7	283	3.56	6.64	0.454	13.46	1.6	0.082	0.174	N.A.	1.113	Y	0.478	24.7	0.2	1.8	1.2117	1.33	0.131	22.02
5	6.48	0.120	54.0	1.068	24.67	0.7	283	3.56	6.74	0.462	13.84	2.1	0.082	0.209	N.A.	1.109	Y	0.489	23.7	0.2	2.3	1.2036	1.79	0.1676	21.11
6 7	6.46	0.120	53.8	1.063	24.55	0.7	283	3.56	6.72	0.470	18.48	2.6	0.084	0.197	N.A.	1.106	Y	0.500	22.7	0.3	2.9	1.0391	2.25	0.2005	20.22
8	6.60 6.73	0.120 0.120	55.0 56.1	1.057 1.052	24.43 24.31	0.7 0.7	283 283	3.56 3.56	6.87 7.01	0.479 0.487	19.24 20.01	3.1 3.6	0.084 0.083	0.219 0.240	N.A. N.A.	1.104 1.102	Y	0.512 0.523	21.8 20.8	0.3 0.4	3.4 4.0	1.0312	2.73 3.21	0.2242 0.2452	19.34 18.47
9	6.87	0.120	57.3	1.047	24.18	0.7	283	3.56	7.16	0.496	20.80	4.1	0.083	0.240	N.A.	1.102	Ϋ́	0.535	19.8	0.4	4.6	1.0165	3.70	0.2637	17.62
10	7.01	0.120	58.4	1.041	24.06	0.7	283	3.56	7.31	0.505	21.60	4.7	0.083	0.280	N.A.	1.099	Y	0.546	18.9	0.5	5.1	1.0096	4.20	0.28	16.78
11	7.15	0.120	59.6	1.036	23.93	0.7	283	3.56	7.45	0.515	22.41	5.2	0.083	0.298	N.A.	1.098	Y	0.558	18.0	0.5	5.7	1.0029	4.71	0.2944	15.96
12	7.29	0.120	60.8	1.030	23.79	0.7	283	3.56	7.60	0.524	23.25	5.8	0.083	0.315	N.A.	1.096	Y	0.571	17.1	0.6	6.4	0.9965	5.23	0.3071	15.15
13	7.43	0.120	61.9	1.024	23.66	0.7	283	3.56	7.75	0.533	24.09	6.4	0.083	0.331	N.A.	1.095	Y	0.583	16.2	0.6	7.0	0.9903	5.76	0.3182	14.36
14	7.57	0.120	63.1	1.018	23.52	0.7	283	3.56	7.90	0.543	24.96	7.0	0.083	0.346	N.A.	1.094	Y	0.595	15.3	0.7	7.6	0.9844	6.30	0.3281	13.59
15 16	7.71 7.85	0.120 0.120	64.2 65.4	1.012 1.006	23.38 23.24	0.7	283 283	3.56 3.56	8.04 8.19	0.553 0.563	25.83 26.73	7.6 8.2	0.083 0.083	0.361 0.375	N.A. N.A.	1.092 1.091	Y	0.608 0.621	14.5 13.7	0.7 0.7	8.3 8.9	0.9786 0.9731	6.85 7.41	0.3367 0.3442	12.84 12.11
17	7.98	0.120	66.5	0.999	23.09	0.7 0.7	283	3.56	8.34	0.573	27.63	8.8	0.083	0.375	N.A.	1.091	Ϋ́	0.634	12.9	0.7	9.6	0.9678	7.41	0.3508	11.40
18	8.12	0.120	67.7	0.993	22.94	0.7	283	3.56	8.49	0.584	28.56	9.4	0.083	0.401	N.A.	1.088	Y	0.647	12.1	0.8	10.3	0.9626	8.55	0.3566	10.72
19	8.26	0.120	68.9	0.986	22.78	0.7	283	3.56	8.63	0.595	29.49	10.1	0.083	0.413	N.A.	1.087	Y	0.660	11.4	0.9	11.0	0.9577	9.14	0.3616	10.05
20	8.40	0.120	70.0	0.979	22.62	0.7	283	3.56	8.78	0.605	30.44	10.8	0.083	0.425	N.A.	1.086	Y	0.673	10.6	0.9	11.7	0.9529	9.74	0.3659	9.40
21	8.54	0.120	71.2	0.972	22.46	0.7	283	3.56	8.93	0.616	31.41	11.4	0.083	0.436	N.A.	1.084	Y	0.687	9.9	1.0	12.4	0.9482	10.35	0.3696	8.78
22	8.68	0.120	72.3	0.965	22.29	0.7	283	3.56	9.08	0.627	32.39	12.1	0.083	0.447	N.A.	1.083	Y	0.700	9.3	1.0	13.1	0.9437	10.97	0.3727	8.17
23 24	8.82 8.96	0.120	73.5 74.6	0.957	22.12 21.94	0.7	283 283	3.56 3.56	9.22	0.639 0.650	33.39 34.40	12.8 13.6	0.083	0.458 0.468	N.A. N.A.	1.082 1.080	Y	0.714 0.728	8.6	1.1	13.9	0.9393	11.61 12.25	0.3754	7.59 7.03
25	9.10	0.120 0.120	75.8	0.950 0.942	21.76	0.7 0.7	283	3.56	9.37 9.52	0.662	35.43	14.3	0.083 0.083	0.466	N.A.	1.060	Y	0.728	8.0 7.4	1.1 1.1	14.7 15.4	0.9351	12.25	0.3777 0.3795	6.50
26	9.23	0.120	77.0	0.934	21.57	0.7	283	3.56	9.66	0.674	36.47	15.0	0.084	0.486	N.A.	1.078	Ϊ́Υ	0.756	6.8	1.2	16.2	0.927	13.58	0.3793	5.98
27	9.37	0.120	78.1	0.925	21.37	0.7	283	3.56	9.81	0.688	37.53	15.8	0.084	0.496	N.A.	1.076	Y	0.770	6.2	1.2	17.0	0.9232	14.25	0.3666	5.49
28	9.28	0.142	65.3	0.916	21.17	0.7	283	3.56	11.46	0.702	44.23	16.6	0.073	0.440	N.A.	1.075	Y	0.784	5.7	1.2	17.8	0.9733	14.95	0.3516	5.02
29	9.42	0.142	66.3	0.907	20.96	0.7	283	3.56	11.64	0.716	45.51	17.4	0.074	0.447	N.A.	1.074	Y	0.797	5.2	1.3	18.7	0.9688	15.66	0.3518	4.58
30	9.56	0.142	67.3	0.898	20.74	0.7	283	3.56	11.81	0.731	46.80	18.2	0.074	0.454	N.A.	1.072	Y	0.811	4.7	1.3	19.5	0.9643	16.38	0.3518	4.15
31	9.70 9.84	0.142 0.142	68.3 69.3	0.888	20.51 20.28	0.7	283	3.56 3.56	11.99	0.745 0.760	48.12 49.45	19.0 19.8	0.075	0.460 0.467	N.A.	1.071	Y	0.825 0.839	4.3	1.4 1.4	20.4	0.96 0.9559	17.12 17.87	0.3516	3.74 3.36
32 33	9.04	0.142	70.3	0.878 0.867	20.28	0.7 0.7	283 283	3.56	12.17 12.34	0.760	50.80	20.7	0.075 0.075	0.467	N.A. N.A.	1.070 1.068	Y	0.853	3.8 3.4	1.4	21.2	0.9559	18.64	0.3514	3.00
34	10.12	0.142	71.3	0.856	19.77	0.7	283	3.56	12.52	0.791	52.17	21.5	0.076	0.479	N.A.	1.067	Ϋ́	0.867	3.0	1.4	23.0	0.9479	19.42	0.3505	2.65
35	10.26	0.142	72.2	0.849	19.61	0.7	283	3.56	12.69	0.806	53.55	22.4	0.076	0.484	N.A.	1.066	Y	0.881	2.7	1.5	23.9	0.944	20.22	0.3499	2.33
36	10.40	0.142	73.2	0.849	19.61	0.7	283	3.56	12.87	0.822	54.96	23.3	0.077	0.490	N.A.	1.065	Y	0.896	2.3	1.5	24.8	0.9403	21.04	0.3493	2.03
37	10.54	0.142	74.2	0.849	19.61	0.7	283	3.56	13.04	0.838	56.38	24.2	0.077	0.495	N.A.	1.063	Y	0.910	2.0	1.5	25.7	0.9367	21.87	0.3486	1.75
38	10.68	0.142	75.2	0.849	19.61	0.7	283	3.56	13.22	0.934	57.82	25.3	0.085	0.506	N.A.	1.062	Y	1.203	1.7	1.6	26.8	0.9331	22.71	0.3484	1.49
39 40	10.82 10.96	0.142 0.142	76.2 77.2	0.849	19.61 19.61	0.7 0.7	283 283	3.56 3.56	13.39 13.57	0.951 0.967	59.28 60.75	26.5 27.7	0.085	0.516 0.525	N.A. N.A.	1.060 1.058	Y	1.218 1.233	1.4	1.6 1.6	28.1	0.9297	23.65 24.61	0.3487 0.3488	1.25 1.04
40	11.10	0.142	77.2 78.2	0.849	19.61	0.7	283	3.56	13.57	0.984	62.25	28.9	0.086 0.086	0.525	N.A. N.A.	1.058	Y	1.233	1.2 1.0	1.6	29.3 30.6	0.9263	25.59	0.3488	0.84
42	11.24	0.142	79.1	0.849	19.61	0.7	283	3.56	13.92	1.001	63.76	30.2	0.086	0.543	N.A.	1.055	Ý	1.264	0.8	1.7	31.8	0.9198	26.58	0.3488	0.66
43	11.38	0.142	80.1	0.849	19.61	0.7	283	3.56	14.10	1.019	65.29	31.5	0.087	0.551	N.A.	1.053	Y	1.279	0.6	1.7	33.1	0.9167	27.59	0.3487	0.51
44	11.52	0.142	81.1	0.849	19.61	0.7	283	3.56	14.27	1.036	66.84	32.8	0.087	0.559	N.A.	1.051	Y	1.295	0.4	1.7	34.4	0.9137	28.62	0.3484	0.37
45	11.66	0.142	82.1	0.849	19.61	0.7	283	3.56	14.45	1.054	68.40	34.1	0.088	0.566	N.A.	1.050	Y	1.311	0.3	1.7	35.8	0.9107	29.66	0.3481	0.26
46	11.80	0.142	83.1	0.849	19.61	0.7	283	3.56	14.62	1.072	69.99	35.4	0.088	0.574	N.A.	1.048	Y	1.328	0.2	1.7	37.1	0.9078	30.73	0.3477	0.17
47	11.94	0.142	84.1	0.849	19.61	0.7	283	3.56	14.80	1.090	71.59	36.7	0.088	0.581	N.A.	1.047	NA	1.344	0.1	1.7	38.4	0.905	31.81	0.3472	0.09
48	12.08	0.142	85.1	0.849	19.61	0.7	283	3.56	14.98	1.108	73.21	38.1	0.089	0.588	N.A. N.A.	1.045	NA NA	1.361	0.0	1.7	39.8	0.9022	32.91	0.3467	0.04
49 50	12.22 12.36	0.142 0.142	86.0 87.0	0.849 0.849	19.61 19.61	0.7 0.7	283 283	3.56 3.56	15.15 15.33	1.127 1.142	74.85 76.51	39.4 40.8	0.089 0.089	0.595 0.601	N.A. N.A.	1.044 1.042	NA NA	1.377 1.394	0.0 0.0	1.7 1.7	41.2 42.5	0.8995 0.8969	34.02 35.16	0.3461	0.01 0.00
50 J	12.30	0.142	07.0	1 0.049	19.01	0.7	203	3.50	10.00	1.142	10.51	1 40.0	0.009	1 0.001	I IN.A.	1.042	INA	1.394	0.0	1.7	1 42.0	0.0309	35.10	1 0	0.00

KNA STRUCTURAL ENGINEERS

Reference:	2022 CE	BC, AS	CE 7-16
INPUT: Job Location:	Costa Me	esa, CA	<u> </u>
Site Class	D-Defaul	t	ASCE
0.2 Sec MCE, Ss	1.312	g	ASCE
1.0 Sec MCE, S ₁	0.469	g	ASCE
Site Coeff., Fa	1.200		ASCE
Site Coeff., F _v	1.831		ASCE
$S_{MS} = F_a S_S$	1.574	g	ASCE
$S_{M1} = Fv S_1$	0.859	g	ASCE
$S_{DS} = 2/3S_{MS}$	1.050	g	ASCE
S _{D1} = 2/3S _{M1}	0.572	g	ASCE
$Ts = S_{D1}/S_{DS}$	0.545	sec	
Long Period transition period, T _L	8.0	sec	ASCE 7-16 -Figure 22-12
Risk Category	II		Table 1604.5
Seismic Design Category	D		2022 CBC Section 1613.3.5
OUTPUT:			
Light Pole Class	LS50-AB	;	
Fundamental Period, T	1.62	sec	1/Pole Natural Frequency
Seismic coeff., R	1.5		ASCE 7-16 Table 15.4-2
Overstrength Factor, Ω	1.5		ASCE 7-16 Table 15.4-2
Importance Factor, I	1.00		ASCE 7-16 Section 15.4.1.1 & Table 1.5-2
Redundancy factor, ρ	1.0		ASCE 7-16 Section 15.6
DESIGN SEISMIC FORCE			
V = C _S W			ASCE 7-16 Eqn. 12.8-1
$C_S = S_{DS}/(R/I)$ for $T \le T_S$	0.700	g	ASCE 7-16 Eqn. 12.8-2
Cs max. for 1.5Ts <t≤ cs="1.5" i)<="" sd1="" t(r="" td="" tl,=""><td>0.353</td><td>g</td><td>ASCE 7-16 Sect. 11.4.8 & Eqn. 12.8-3</td></t≤>	0.353	g	ASCE 7-16 Sect. 11.4.8 & Eqn. 12.8-3
$C_S \min = 0.044 S_{DS} l \ge 0.03$	0.046	g	ASCE 7-16 Eqn. 15.4-1
if $S_1 \ge 0.6g$, C_S min = $0.8S_1/(R/I)$	N.A.	g	ASCE 7-16 Eqn. 15.4-2
Load Combination, 1.2D+ 1.0E			ASCE 7-16 Section 2.3.2 Load Comb 5
where E = Eh + Ev	0.0=5	101	ASCE 7-16 Eqn. 12.4-1
and Eh = pQ_E	0.353 0.210	W D	ASCE 7-16 Eqn. 12.4-3 ASCE 7-16 Eqn. 12.4-4
and Ev = $0.2S_{DS}D$ Load Combination, $1.2D + (pQe + 0.2S_{DS}D)$	U.Z IU	ט	ASCE 7-16 Eqn. 12.4-4
Load Combination, 1.2D + (pQe + 0.2S _{DS} D)	1.410	D	+ 0.353 W
Total Seismic Weight, W =	1.543	kips	See following page
SEISMIC SHEAR, V =	0.682	kips	< 1.387 kips WIND SHEAR WIND CONTROLS

SEISMIC OTM =

ASCE7-16 Eqn. 12.8-11 & Section 12.8.5

41.95 kip-ft Wind OTM

WIND CONTROLS

Item	w	h _x	w _x h _x ^k	$w_x h_x^k / \sum w_x h_x^k$	Cvx*V	ОТМ
Fixtures	0.211	49.07	92	0.308	0.168	8.24
Fixtures	0.211	49.07	92	0.308	0.168	8.24
			0	0.000	0.000	0.00
			0	0.000	0.000	0.00
Top Pole Section	0.043	48.20	18	0.062	0.034	1.62
2nd Pole Section	0.253	34.30	63	0.211	0.115	3.95
1st Pole Section	0.358	12.75	19	0.064	0.035	0.44
			0	0.000	0.000	0.00
			0	0.000	0.000	0.00
			0	0.000	0.000	0.00
			0	0.000	0.000	0.00
			0	0.000	0.000	0.00
ECE	0.080	15.00	5	0.018	0.010	0.15
1/2 Precast base above grade	0.387	7.25	8	0.029	0.016	0.11
Sum	1.543		297	1.000	0.545	22.76
Total Dead Load at grade	1 020				•	

22.76 kip-ft <

Page 1;**475**

design: Musco Pole Design 2B



Pole Calcuations - Page 1

ACI 318-14

Inputs

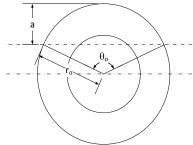
Pole Type	2B		$f_{py} =$	230.0 ksi	Strand Yield Strength
D _o =	11.92 in	Outer Diameter	$f_{pu} =$	270.0 ksi	Strand Ultimate Strength
D _i =	5.625 in	Inner Diameter	f' _c =	9.5 ksi	28 Day Strength of Concrete
$D_{tc} =$	9 in	Diameter of Tendon Circle	E _s =	29000.0 ksi	Elastic Modulus of Strand
$d_t =$	0.5 in	Strand Diameter	IPF =	0.64	Initial Prestress Factor
n =	10	Number of Tendons	PLF =	0.82	Prestress Loss Factor
$A_{ps} =$	0.153 in ²	Area of Single Strand	a =	3.69 in	
Φ=	0.90	Resistance Factor	c =	5.67 in	
ቤ ₁ =	0.65	$f_{c} \ge 8 \text{ ksi}$			•

Determine Concrete Compression Forces (Bending Only)

Calculate the Properties of the Compression Zone

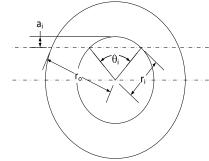
A. Calculate the Section Properties based on Outer Radius (Note: These Calculations Assume there is no core in the pole)

$$\begin{split} c_o &= D_o/3 = & 3.97 \text{ in} & \text{Initial Guess} \\ r_o &= D_o/2 = & 5.96 \text{ in} \\ \Theta_o &= 2 * \cos^{-1} ((r_o - a)/r_o) = & 2.36 \\ I_o &= r_o^4/8 * \Theta_o.\sin(\Theta_o) + (2*\sin(\Theta_o)*\sin(\Theta_o/2)^2) = & 450.9 \text{ in}^4 \\ A_o &= (r_o^2*\cos^{-1}*(r_o-a)/r_o) - ((r_o-a)*V((2*r_o*a)-a^2) = & 29.36 \text{ in}^2 \\ y_{ro} &= (4*r_o*\sin(\Theta_o/2)^3)/(3*(\Theta_o-\sin(\Theta_o))) = & 3.80 \text{ in} \end{split}$$



B. Calculate the Section Properties based on Inner Radius (Note: These Calculations Assume there is no core in the pole)

$$\begin{split} r_i &= D_i/2 = & 2.81 \text{ in} \\ a_i &= & 0.54 \text{ in} \\ \Theta_i &= 2 * \cos^{-1}((r_i - a_i)/r_i) = & 1.26 \\ I_i &= r_i^4/8 * \Theta_{i\cdot} \sin(\Theta_i) + (2*\sin(\Theta_i)*\sin(\Theta_i/2)^2) = & 7.5 \text{ in}^4 \\ A_i &= (r_i^{2*}\cos^{-1*}(r_i - a)/r_i) - ((r_i - a)*v((2*r_i * a) - a^2) = & 1.2 \text{ in}^2 \\ y_{ri} &= (4*r_i^* \sin(\Theta_i/2)^3)/(3*(\Theta_i - \sin(\Theta_i))) = & 2.49 \text{ in} \end{split}$$



Note: If the inner raidius is outside the compression zone, $I_i \ \& \ A_i$ will be set to 0

Conclusion

A Calculate the Combined Section Properties:

$A_c = A_o - A_i =$	28.1 in ²	Area of the Compression Zone
$I_c = I_o - (I_i + A_i + y_{ri}^2) =$	435.9 in^4	Mass Moment of Intertia of Combined Section
$y = (A_o * y_o - A_i * y_i) / A_c =$	3.85 in	Centroid for the Combined Arc Section
$y_c = c + r_o + y =$	3.56 in	Centroid for the Effective Compression Area
$A' = \pi^*(r_0^2 - r_i^2) - A_c =$	58.6 in ²	Area of the Tension Zone with the Strand Included



Pole Calcuations - Page 2

Determine Concrete Compression Forces (Bending Only)

Conclusion Continued

B. Compute the Effective Compression Area

Note: Then number of strands in compression (N_c) is determinde by the results of the calculations in the Tendon Strain Table.

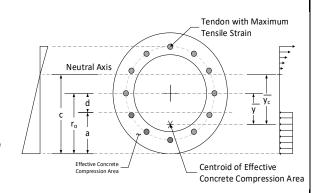
$$A_{pscomp} = N_c * A_{ps} = 0.46 in^2$$

Effective Area of Concrete in Compression

$$A_e = A_c - A_{pscomp} = 27.69 \text{ in}^2$$

C. Compute the Compression Force

$$F_c = A_e * 0.85 * f'_c = 223.6 \text{ kip}$$



Determine Steel Tensile Forces

Calculate the Total Prestressing Force.

$$\begin{split} f_{se} &= \mathsf{IPF} * \mathsf{PLF} * f_{pu} = & 141.7 \; \mathsf{ksi} & \mathsf{Total \ Prestressing \ Stress} \\ & \epsilon_{se} = f_{se}/E_s = & 0.0049 & \mathsf{Prestressing \ Strain} \\ & f_{py}/E_s = & 0.0079 & \mathsf{Maximum \ Tendon \ Yield \ Strain} \\ & F_{ps} = \epsilon_{se} * A_{st} * E_s = & 21.7 & \mathsf{Force \ in \ Single \ Prestress \ Strand} \\ & F_t = \Sigma \; \mathsf{Line \ Forces} = & 223.6 \; \mathsf{kip} & \mathsf{From \ the \ Tension \ Line \ Table} \end{split}$$

Converge the Forces to Achieve a Balance Condition

$$F_c - F_t = 0 \text{ kip}$$

Converge the Forces to Achieve a Balance C 0

A. Compressive Force Moment

$$M_{cf} = (F_c * y_c)/(12*in/ft) = 66.4 k*ft$$

B. Tension Force Moment

$$M_t = \Sigma M_{ti} = 25.2 \text{ k*ft}$$
 Sum of Moments in the Tendon Line Table

Calculate Ultimate Moment Capacity

Extreme Tensile Strain = 0.0025 Within Transition Zone
$$M_n = M_{cf} + M_t = 91.6 \text{ kip*ft}$$

$$M_a = \Phi M_n = 82.4 \text{ kip*ft}$$

$$M_{cr} = 42.5 \text{ kip*ft}$$
 Cracking Moment (See Page 3)

Calculate Development Length

$$\begin{split} f_{se} = & 141.7 \text{ ksi} \\ f_{py} \, / \, f_{pu} = & 0.85 \\ \gamma_p = & 0.40 \end{split}$$
 Approximate $f_{ps} = (1 - (\gamma_p * p * f_{pu})) / (f'_c * \beta_1) * f_{pu} = 176.9 \text{ ksi} \quad \text{ACI } 318 - 14 \text{ Eqn } 20.3.2.3.1 \\ L_d = (f_{se} / 3000) * d_h + (f_{ns} - f_{se}) / 1000 * d_h = 41.2 \text{ in} \quad \text{ACI } 318 - 14 \text{ Eqn } 25.4.8.1 \end{split}$



Pole Calcuations - Page 3

Calculation of Mcr and Other Properties

$$n_t = n - n_c = 7$$

 $d_p = \Sigma$ Elevations of Tendons in Tension/ $n_t = 7.64$ in

Distance from Centroid of Tension Steel to Center of Pole

$$d = d_p - r_o = 1.68 in$$

$$b_0 = D_0 - d_p = 4.28 \text{ in}$$

Area of the Outer Region Determined by b_o

$$A_{co}' = r_o^2 * cos^{-1}((r_o - b_o)/r_o) - ((r_o - b_o) * V((2 * r_o * b_o) - r_o^2)) = 36.0 \text{ in}^2$$

Area of the Outer Region Determined by b_i

$$b_i = b_o - (r_o - r_i) = 1.13 in$$

 $A_{ci}' = r_i^2 * cos - 1((r_i - b_i)/r_i) - ((r_i - b_i) * V((2 * r_i * b_i) - r_i^2)) = 3.6 in^2$

$$A'' = A_{co}' - A_{ci}' = 32.4 \text{ in}^2$$

$$A_{tot} = \pi^*(r_0^2 - r_i^2) = 86.7 \text{ in}^2$$

$$b_{dp} = A_t = A_{tot} - A'' = 54.3 \text{ in}^2$$

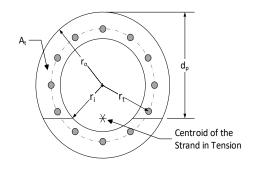
$$f_r = 7.5*Vf'_c = 731.0 \text{ psi}$$

$$f_{pe} = n*A_{ps}*f_{se}/A_{tot} = 2499.3 \text{ psi}$$

$$I_g = \pi/4 * ((D_o)^4 - (D_i)^4) = 941.86 in$$

$$M_{cr} = (f_r + f_{pe})/A_t^* (I_g/r_o) = 42.5 \text{ k*in}$$

$$\rho = 0.0197$$



Total Concrete Area

Modulus of Rupture

Moment of Inertia of Gross Section

Cracking Moment (ACI 318-14 24.2.3.9)

Reinforcement Ratio

project: project number: engineer: CLC

design: Musco Pole Design 2B



Pole Calcuations - Tendon Line Tension Table

ACI 318-14

 $n_t = 10$ Number of Tendons $A_{ps} = 0.153 \text{ in}^2$ Area of a Strand

E = 29000 ksi Modulus of Elasticity c = 5.67 in

LINE	LINE STRAIN	fps	FORCE	MOMENT
n	$S(e_b + \varepsilon_{se})$	(KSI)	(KIPS)	(FT-KIPS)
1	0.0074	215.18	32.9230	13.14
2	0.0139	403.99	61.8111	20.24
3	0.0116	334.95	51.2475	7.18
4	0.0086	249.61	38.1902	-3.50
5	0.0062	180.57	27.6265	-7.71
6	0.0027	77.10	11.7958	-4.14
7	0.0000	0.00	0.0000	0.00
8	0.0000	0.00	0.0000	0.00
9	0.0000	0.00	0.0000	0.00
10	0.0000	0.00	0.0000	0.00
11	0.0000	0.00	0.0000	0.00
12	0.0000	0.00	0.0000	0.00
13	0.0000	0.00	0.0000	0.00
14	0.0000	0.00	0.0000	0.00
15	0.0000	0.00	0.0000	0.00
16	0.0000	0.00	0.0000	0.00
17	0.0000	0.00	0.0000	0.00
18	0.0000	0.00	0.0000	0.00
19	0.0000	0.00	0.0000	0.00
20	0.0000	0.00	0.0000	0.00
21	0.0000	0.00	0.0000	0.00
22	0.0000	0.00	0.0000	0.00
23	0.0000	0.00	0.0000	0.00
24	0.0000	0.00	0.0000	0.00
25	0.0000	0.00	0.0000	0.00
26	0.0000	0.00	0.0000	0.00
	Σ =	1461.40	223.59	25.20

project:

project number: engineer: CLC

design: Musco Pole Design 2B



Pole Calcuations - Tendon Line Tension Table

ACI 318-14

 n_t = 10 Number of Tendons c = 5.67 in From Iteration r_o = 5.96 in Outer Radius ϵ_{se} = 0.0049 Prestressing Strain

 D_{tc} = 9 Diameter of Tendon Circle ϵ_{smax} = 0.0079 Maximum Tendon Yield Strain

a = 3.69 in \$1 * c

TENDO		ANGLE	TENDON ELEV		TOTAL	TENDON w/in	TENDON ELEV.
#	(FROM VERT)	(FROM VERT)	(INCHES)	STRAIN	STRAIN	COMP. BLOCK?	TO THOSE IN TEN.
	(RADIANS)	(DEGREES)	(FROM COMP. SIDE)	ϵ_{b}	$\epsilon_{\rm b}$ + $e_{\rm se}$	(Y = 1, N = 0)	(FROM COMP. SIDE)
1	0.00	0	10.46	0.0025	0.0074	0	10.46
2	0.63	36	9.60	0.0021	0.0070	0	9.60
3	1.26	72	7.35	0.0009	0.0058	0	7.35
4	1.88	108	4.57	-0.0006	0.0043	0	4.57
5	2.51	144	2.32	-0.0018	0.0031	1	0.00
6	3.14	180	1.46	-0.0022	0.0027	1	0.00
7	3.77	216	2.32	-0.0018	0.0031	1	0.00
8	4.40	252	4.57	-0.0006	0.0043	0	4.57
9	5.03	288	7.35	0.0009	0.0058	0	7.35
10	5.65	324	9.60	0.0021	0.0070	0	9.60
11	NA	NA	NA	NA	NA	0	0.00
12	NA	NA	NA	NA	NA	0	0.00
13	NA	NA	NA	NA	NA	0	0.00
14	NA	NA	NA	NA	NA	0	0.00
15	NA	NA	NA	NA	NA	0	0.00
16	NA	NA	NA	NA	NA	0	0.00
17	NA	NA	NA	NA	NA	0	0.00
18	NA	NA	NA	NA	NA	0	0.00
19	NA	NA	NA	NA	NA	0	0.00
20	NA	NA	NA	NA	NA	0	0.00
21	NA	NA	NA	NA	NA	0	0.00
22	NA	NA	NA	NA	NA	0	0.00
23	NA	NA	NA	NA	NA	0	0.00
24	NA	NA	NA	NA	NA	0	0.00
25	NA	NA	NA	NA	NA	0	0.00
26	NA	NA	NA	NA	NA	0	0.00
						Σ = 3	53.50 in

ATTACHMENT 2

KNA STRUCTURAL ENGINEERS

DESIGN OF EMBEDDED POLE FOOTING-NONCONSTRAINED 2019 CBC Section 1807.3.2.1

Mark/Type			LS50-A	LS50-AB
Grade				
INPUT				
Shear, P	lbs	=	540	832
height of P above grade, h	ft	=	29.3	31.2
allow lateral brg pressure, s	psf/ft	=	200	200
max allow lateral brg pressure	psf/ft	=	2400	2400
Pier Diameter, b	ft	=	2.5	2.5
<u>OUPUT</u>				
Moment at grade, M	ft-lbs	=	15,826	25,999
acting lateral brg pressure, S ₁	psf	=	443	526
allow lateral brg pressure, S ₁	psf	=	443	526
A=2.34P/(S ₁ b)		=	1.14	1.48
Min req'd embedment, d	ft	=	6.64	7.88
=A/2{1+(1+4.36h/A) ^{1/2} }				
Add Depth to Ignore			1.00	1.00
Total Embed Required			7.64	8.88
USE 30 IN DIAMETER>			8'-0	
USE 30 IN DIAMETER>				10'-0

APPENDIX A

ATTACHMENT 2



ASCE 7 Hazards Report

Address:

No Address at This Location

Standard: ASCE/SEI 7-16

Risk Category: ^Ⅱ

Soil Class:

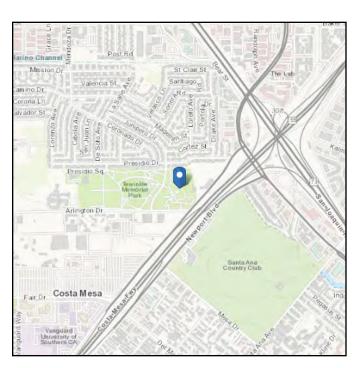
D - Default (see

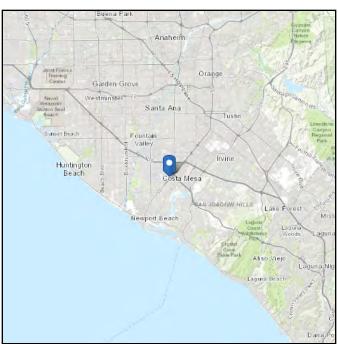
Section 11.4.3)

Latitude: 33.670293 **Longitude:** -117.893252

Elevation: 51.389649551292884 ft

(NAVD 88)





Wind

Results:

Wind Speed 95 Vmph 10-year MRI 66 Vmph 25-year MRI 72 Vmph 50-year MRI 76 Vmph 100-year MRI 81 Vmph

Data Source: ASCE/SEI 7-16, Fig. 26.5-1B and Figs. CC.2-1–CC.2-4, and Section 26.5.2

Date Accessed: Tue Nov 07 2023

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-16 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is not in a hurricane-prone region as defined in ASCE/SEI 7-16 Section 26.2.



Seismic

Site Soil Class: D - Default (see Section 11.4.3)

Results:

 $S_{\mbox{\scriptsize S}}$: S_{D1} : 1.312 N/A T_L : S₁ : 0.469 8 F_a : 1.2 PGA: 0.565 F_v : N/A PGA_M: 0.677 S_{MS} : F_{PGA} : 1.574 1.2 S_{M1} : N/A I_e : 1 S_{DS} : 1.05 C_{ν} : 1.362

Ground motion hazard analysis may be required. See ASCE/SEI 7-16 Section 11.4.8.

Data Accessed: Tue Nov 07 2023

Date Source: <u>USGS Seismic Design Maps</u>



The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided "as is" and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

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POLE FOUNDATION SCHEDULE (SEE LIGHT POLE FOUNDATION DETAIL)

	ASD GROUP	NDLINE FORCES	C.I.P. DEEP FOUNDATION			
TYPE	MOMENT (M) KIP-FT	SHEAR (V) KIPS	VERTICAL (P) KIPS *	DIAMETER INCHES	EMBEDMENT FEET	
LSS50-A	15.290	0.540	0.560	30"	8'-0"	
LSS50-AB	25.170	0.832	1.136	30"	10'-0"	

* VERTICAL FORCE DOES NOT INCLUDE WEIGHT OF PRECAST BASE. VERTICAL (P) LOAD IS THE DRESSED POLE WEIGHT FOR ERECTION PURPOSES.

	PRECAST BASE IDENTIFICATION										
PRECAST WEIGHT OVERALL LENGTH GRADE FEET STEET SEET SEED OUTSID O											
	1B	1,020	15'-2"	7'-2"	8'-0"	9.563"					
	2B	1,840	17'-3"	7'-3"	10'-0"	12.00"					

POLE IDENTIFICATION						
LOCATION MARK						
T1, T4, T8, T9, T11, ⊺14	LSS50-A	1B	2 LED550	3.0		
T2, T3, T5, T7, T10, T12			4 LED550	6.4		
T13	LSS50-AB	2B	4(2 LED900, 2 LED550)	7.2		
T6			8(4/4) LED550	12.4		

LED550 FIXTURE: EPA = 1.6 SQ-FT MAX & WEIGHT = 40 LBS (FIXTURE ALONE), LED900 FIXTURE: EPA = 1.8 SQ-FT MAX & WEIGHT = 80 LBS (FIXTURE ALONE), PER MUSCO LIGHTING, INC.

CONCRETE FOUNDATION

-UNDISTURBED, IN-SITU SOIL-(SEE GENERAL NOTES)

LIGHT POLE FOUNDATION DETAIL SCALE: NO SCALE

LIGHT STRUCTURE

STEEL POLE BY MUSCO LIGHTING, INC.

IDENTIFICATION)

LIGHT STRUCTURE PRECAST BASE BY MUSCO LIGHTING, INC

(SEE POLE

FINISHED -GRADE

IDENTIFICATION)

(SEE POLE

STATEMENT OF SPECIAL INSPECTIONS*			
ITEM	CONTINUOUS/PERIODIC	C SCOPE	
1. PIER FOUNDATIONS	CONTINUOUS	INSPECT INSTALLATION OF DRILLED PIER FOUNDATIONS. VERIFY DIAMETER, EMBEDMENT DEPTHS AS SCHEDULED, DEPTHS OF FILL, AND BEARING STRATA	
2. CONCRETE PLACEMENT	CONTINUOUS	INSPECT PLACEMENT OF CONCRETE FOR PROPER APPLICATION TECHNIQUES. VERIFY THAT CONCRETE CONVEYANCE AND DEPOSITING AVOIDS SEGREGATION OR CONTAMINATION. VERIFY THAT CONCRETE IS PROPERLY CONSOLIDATED.	
3. CRETEX PRECAST/ PRESTRESSED CONCRETE BASES	(PCI CERTIFIED)	FABRICATOR EXEMPT.** REFERENCE ICC ESR-3765.	
4. STRUCTURAL STEEL	(L.A. CITY APPROVED)	FABRICATOR EXEMPT.** REVIEW CERTIFIED MILL TESTS REPORTS AND IDENTIFICATION MARKINGS.	

 The Special Inspector shall be a qualified person who shall demonstrate competence, to the satisfaction of the Building Official, for inspection of the particular type of construction or operation requiring special inspection. **Special inspections shall not be required when the work is done on the premises of a fabricator registered and approved by the City to perform such work without special inspection.

GENERAL NOTES

ALL CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO THE CALIFORNIA BUILDING CODE, 2022 EDITION.

WIND- ASCE 7-16, Vult = 95 MPH (EXPOSURE C); Vasd = 74 MPH (EXPOSURE C), RISK CATEGORY II

SEISMIC - SS=1.312; S1=0.469; SDS=1.050; SD1=0.572; RISK CATEGORY=II; I=1.0; SITE CLASS=D; R=1.5; SEISMIC DESIGN CATEGORY=D-DEFAULT; SEISMIC-FORCE-RESISTING-SYSTEM=NON-BUILDING STRUCTURE, NOT SIMILAR TO BUILDINGS; ANALYSIS PROCEDURE=EQUIVALENT LATERAL FORCE PROCEDURE.

REFERENCE POLE LOCATION DRAWING FOR ACTUAL POLE PLACEMENT AND SITE LOCATION.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION PROCEDURES AND SAFETY CONDITIONS AT THE JOB SITE.

SOIL DESIGN PARAMETERS

REFERENCE CHAPTER 18, SECTIONS 1806, 1807, AND 1810 OF THE 2022 EDITION OF THE CALIFORNIA BUILDING CODE. ASSUME CLASS 5 SOILS.

ASSUMED ALLOWABLE END BEARING SOIL PRESSURE: 1,500 PSF (TABLE 1806.2) OR 250 PSF SKIN FRICTION (SECTION 1810.3.3.1.4)

ASSUMED ALLOWABLE LATERAL PASSIVE SOIL BEARING PRESSURE: 200 PSF/FT FOR ISOLATED POLES NOT ADVERSELY AFFECTED BY A 0.5 INCH MOTION AT THE GROUND SURFACE (SECTION 1806.3.4).

ASSUMED DESIGN SOIL PARAMETERS ARE AS NOTED. ACTUAL ALLOWABLE SOIL DESIGN PARAMETERS AT LEVEL OR SLOPING CONDITIONS (IF ANY) MUST BE VERIFIED BY A GEOTECHNICAL ENGINEER.

ENCOUNTERING SOIL FORMATIONS THAT WILL REQUIRE SPECIAL DESIGN CONSIDERATIONS OR EXCAVATION PROCEDURES MAY EXIST. POLE FOUNDATIONS MAY NEED TO BE REANALYZED ACCORDING TO THE SOIL CONDITIONS THAT EXIST.

IF ANY DISCREPANCIES OR INCONSISTENCIES ARISE, NOTIFY THE ENGINEER OF SUCH DISCREPANCIES. FOUNDATIONS WILL THEN BE REVISED ACCORDINGLY.

ALL PRECAST BASES AND CONCRETE BACKFILL MUST BEAR ON AND AGAINST FIRM, UNDISTURBED SOIL OR AS APPROVED BY A GEOTECHNICAL ENGINEER.

ALL EXCAVATIONS MUST BE FREE OF LOOSE SOIL AND DEBRIS PRIOR TO FOUNDATION INSTALLATION AND PLACEMENT OF CONCRETE BACKFILL. CASING MAY BE REQUIRED IF CAVING OCCURS. IN SUCH A CASE, APPROVAL BY A GEOTECHNICAL ENGINEER IS REQUIRED.

ALL EXCAVATIONS MUST BE FREE OF WATER OR CONCRETE SHALL BE PLACED WITH A TREMIE PIPE IN ACCORDANCE WITH ACT STANDARD 336. CONCRETE PLACED BY THE TREMIE METHOD SHALL HAVE A MINIMUM ULTIMATE STRENGTH OF 1,000 PSI GREATER THAN REQUIRED UNDER "CONCRETE BACKFILL" BELOW.

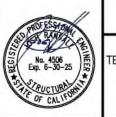
CONCRETE BACKFILL WITHOUT STEEL REINFORCEMENT SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH AT 28 DAYS OF 3,000 PSI (2,500PSI USED FOR STRUCTURAL DESIGN). SEE STATEMENT OF SPECIAL INSPECTIONS REQUIRED.

CONCRETE BACKFILL SHALL ATTAIN A MINIMUM STRENGTH OF 2,500 PSI PRIOR TO STEEL POLE ERECTION, USE TYPE II/V PORTLAND CEMENT OR AS RECOMMENDED BY THE ENGINEER. MIX IN CONFORMANCE WITH ASTM C-94. AGGREGATES PER ASTM C-33. (1" MAX AGG. SIZE). 3/8" MAX AGG. SIZE ACCEPTABLE WHERE PUMP MIXES ARE USED FOR UNREINFORCED

PLACE CONCRETE IMMEDIATELY AFTER COMPLETION OF EXCAVATION AND INSPECTION BY THE GEOTECHNICAL ENGINEER. NO EXCAVATIONS SHALL BE LEFT UNPROTECTED OR OPEN OVERNIGHT.

CONCRETE SHALL BE PLACED IN ONE CONTINUOUS OPERATION (NO CONSTRUCTION JOINT) TO GRADE, WITH SPECIAL EQUIPMENT, WITH A MAXIMUM FREEPALL OF 5 FT AND TO PREVENT CONCRETE FROM STRIKING THE SIDES OF THE EXCAVATION. VIBRATE TOP 5 FT OF CONCRETE AT UNREINFORCED PIERS, VIBRATE FULL DEPTH AT REINFORCED PIERS.

FIXTURES MUST BE LOCATED TO MAINTAIN 10'-0" MINIMUM HORIZONTAL CLEARANCE FROM ANY OBSTRUCTION. POLES, FIXTURES, PRECAST BASES, ELECTRICAL ITEMS, PLATFORMS, SPECIFICATIONS, AND INSTALLATION PER MUSCO LIGHTING, INC.



POLE SUPPORT FOUNDATION	2107 STEWART ROAD MUSCATINE, IOWA 52761 MUSCO No. 215837	DATE 11/07/23
TEWINKLE PARK TENNIS COSTA MESA, CA	KNA STRUCTURAL ENGINEERS 9931 MUIRLANDS BLVD.	SHEET

9931 MUIRLANDS BLVD. IRVINE CA, 92618 KNA No. 463.358

MUSCO LIGHTING INC

OF 1

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Equipment Description		
56	Light-Structure System™ Retrofit Total Light Control™ TLC-LED-900 luminaires	
16	Light-Structure System™ Retrofit Total Light Control™ TLC-LED-1200 luminaires	
36	Light-Structure System™ Retrofit Total Light Control™ TLC-LED-1500 luminaires	
✓	Factory wired and assembled pole top luminaire assemblies	
✓	Factory wired electrical component enclosures	
✓	Factory built wire harnesses with plug-in connections	
Controls		
1	24" x 72" Control and monitoring cabinet	
1	24" x48" Control and monitoring cabinet	
1	24" x 72" Control and monitoring cabinet- secondary	
28	30-amp contactors	
8	On-Off-Auto (OOA) switches	
Warranty		
✓	Musco's Constant 25 [™] product assurance and warranty program that eliminates 100% maintenance costs for 25 years, including labor, materials, monitoring and guaranteed light levels.	



Equipment Descrip	otion
37	CREE OSQ LED Fixtures LED
13	27' Valmont soft square steel pole with base plate
Controls	
1	24" x 48" Control and monitoring cabinet
5	30-amp contactors
1	On-Off-Auto (OOA) switches
Warranty	
✓	Musco's 10-Year warranty guarantees your lighting system to be free from defects in materials and workmanship. This includes labor and materials to replace defective parts or repair defects in workmanship.



Equipment Description			
14	Light-Structure System™ Retrofit Total Light Control™ TLC-LED-900 luminaires		
66	Light-Structure System™ Retrofit Total Light Control™ TLC-LED-1200 luminaires		
18	Light-Structure System™ Retrofit Total Light Control™ TLC-LED-1500 luminaires		
32	Light-Structure System™ Retrofit Total Light Control™ TLC-BT-575 luminaires		
✓	Factory wired and assembled pole top luminaire assemblies		
✓	Factory wired electrical component enclosures		
✓	Factory built wire harnesses with plug-in connections		
Controls			
1	24"x 72" Control and monitoring cabinet primary		
1	24" x 72" Control and monitoring cabinet secondary		
24	30-amp contactors		
4	On-Off-Auto (OOA) switches		
Warranty			
√	Musco's Constant 25 [™] product assurance and warranty program that eliminates 100% maintenance costs for 25 years, including labor, materials, monitoring and guaranteed light levels.		



Equipment Description			
46	Light-Structure System™ Total Light Control™ TLC-LED-550 luminaires		
2	Light-Structure System™ Total Light Control™ TLC-LED-900 luminaires		
14	50' galvanized steel poles		
14	Pre-cast concrete foundations (9,500 PSI) with integrated grounding		
Controls			
2	24" X 72" Control and monitoring cabinet		
Warranty			
✓	Musco's Constant 25 [™] product assurance and warranty program that eliminates 100% maintenance costs for 25 years, including labor, materials, monitoring and guaranteed light levels.		



CITY OF COSTA MESA ORANGE COUNTY, CALIFORNIA

NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS FOR

LED LIGHTING INSTALLATION AT CITY PARKS AND ATHLETIC FACILITIES PROJECT

CITY PROJECT NO. 23-09

Prepared Under the Direction of



Seung Yang, P.E.

City Engineer

Copy No.	Checked by

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CITY OF COSTA MESA ORANGE COUNTY, CALIFORNIA NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Costa Mesa ("City") invites sealed bids, to be submitted electronically only, for the following project:

LED LIGHTING INSTALLATION AT CITY PARKS AND ATHLETIC FACILITIES PROJECT, CITY PROJECT NO. 23-09

1. <u>BID SUBMISSION AND OPENING</u>: Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of 3:00 P.M., Thursday, November 9, 2023, at which time or shortly thereafter the City Clerk will open bids electronically. The bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

To access the bid documents and bid on this project, potential vendors and bidders must first register through the City's PlanetBids portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476.

 SCOPE OF WORK AND BID DOCUMENTS: The scope of work generally consists of all labor, parts, materials, equipment, deliveries, setup, mobilization, etc., to fully install and operate City-furnished light-emitting diode (LED) lights at the following City parks and athletic facilities: Bark Park, Jack R. Hammett Sports Complex, Costa Mesa Tennis Center, and the TeWinkle Park Athletic Complex.

The plans, specifications, and bid documents for this project can be obtained via the City's PlanetBids portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476.

It is the bidder's responsibility to ensure that the most current version of the solicitation, including any addenda, has been downloaded. Bids received without the applicable addenda will be rejected as incomplete.

- 3. PRE-BID MEETING OR JOB WALK: NONE.
- 4. <u>BID CONTENTS</u>: All bids must be submitted on the proposal form included in the bid documents. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements.
- 5. <u>BID SECURITY</u>: Each bidder must submit an <u>original</u> certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk prior to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond was received by the City Clerk prior to the bid submission deadline. <u>NO electronic bid securities through e-mail or other electronic means will be accepted.</u>
- 6. <u>CONTRACTOR'S LICENSE</u>: A valid <u>California Contractor's License Class "C-10" (Electrical Contractor)</u> issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.
- 7. <u>REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS</u>: Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed

in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to Labor Code section 1725.5.

- 8. PREVAILING WAGES: This project is a "public work" subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Costa Mesa Public Services Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: http://www.dir.ca.gov; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.
- PAYMENT BOND AND PERFORMANCE BOND: A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful bidder prior to award of the contract.
- 10. <u>RETENTION</u>: The City withholds five percent (5%) of each progress payment as retention. Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for money withheld by the City to ensure performance of the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Securities will be returned to the contractor upon satisfactory completion of the contract.
- 11. **NON-DISCRIMINATION:** The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hiring, or treatment of individuals or businesses in connection with the bidding process or work performed for the City in connection with the project.
- 12. <u>CITY'S RIGHT TO REJECT BIDS</u>: The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.
- 13. <u>ADDITIONAL REQUIREMENTS</u>: This project is subject to local, State, and Federal regulations and requirements, as detailed in the bid documents, including economic sanctions against the Russian Federation.

For all inquiries, please contact **Rob Ryan**, Maintenance Services Manager, Public Works Department, via e-mail at <u>robert.ryan@costamesaca.gov</u>.

Brenda Green, City Clerk City of Costa Mesa Dated: October 5, 2023

INFORMATION FOR BIDDERS

- 1. PREPARATION OF BID FORM: The City of Costa Mesa (City) requires that bids be submitted on the proposal available on *PlanetBids* at such time and place as is stated in the Notice Inviting Bids. All information requested in the bid forms must be provided. All bids shall be submitted electronically via the City's public bidding platform, *PlanetBids* only. No other form of submittal shall be accepted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be rejected. Each Bidder is responsible for acknowledging all addenda.
- 2. <u>QUALIFICATION OF BIDDERS</u>: Each Bidder shall submit a list of Construction Project References indicating Public Works and/or similar construction projects completed or in progress within the last 24 months. Forms for this purpose are furnished with the bid package.
- 3. <u>BID SECURITY / BID BOND</u>: Each bid shall be accompanied by either cash, cashier's check made payable to the City, or a bidder's bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. The Bidder's Bond shell be signed by both, the bidder and the Surety; and both signatures shall be notarized. The bid security shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) days after a written Notice of Intent to Award Contract is deposited in the mail. <u>NO electronic bid securities through e-mail or other electronic means will be accepted.</u>
- 4. <u>NONCOLLUSION AFFIDAVIT</u>: Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.
- 5. <u>SIGNATURE</u>: Via the *PlanetBids* platform, the bid must be *electronically* or *digitally* signed in the name of the Bidder and must be person or persons duly authorized to sign the bid on behalf of the Bidder.
- 6. <u>CORRECTIONS</u>: Any corrections made to the submitted bid must be made electronically via *PlanetBids*.
- 7. <u>DELIVERY OF PROPOSAL:</u> Proposals shall be submitted electronically via PlanetBids: <u>https://www.planetbids.com/portal/portal.cfm?CompanyID=45476</u>. No other form of submittal shall be accepted by the City.
- 8. <u>BID DEPOSIT RETURN</u>: Deposits of three of more low bidders, the number being at the discretion of the City, will be held for sixty (60) calendar days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.

- 9. <u>TAXES:</u> No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.
- 10. <u>WITHDRAWAL OF BIDS</u>: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
- 11. <u>AGREEMENT AND BONDS</u>: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The successful Bidder will be required to submit **THREE (3)** executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance. Payment and performance bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570 and Code of Civil Procedure Section 995.120. The Performance Bond and the Payment Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized.
- 12. <u>FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT</u>: In the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsive and responsible bidder, or may call for new bids.
- 13. <u>BIDDERS INTERESTED IN MORE THAN ONE BID</u>: No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.
- 14. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

- 15. In Interpretation of the drawings of the Engineer a written request for an interpretation or correction thereof. The Bidder submitting the Request for Interpretation (RFI) shall be responsible for its prompt delivery and on the form included within this IFB (Page B-6) Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.
- 16. <u>ADDENDA:</u> The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the City.
- 17. <u>QUESTIONS TO THE ENGINEER:</u> Questions regarding the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) will be received by the Engineer up to five (5) working days prior to the bid opening as specified in the Notice Inviting Bids. Questions asked of the Engineer after this time will not be addressed.
- 18. <u>EQUIVALENT MATERIALS:</u> Requests for the use of equivalents to those specified, must be submitted to the City. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the City that such a material is truly an equivalent.
- 19. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the Bidder's financial resources, its construction experience, and its organization and plant facilities available for the performance of the contract.
- 20. <u>LEGAL RESPONSIBILITIES</u>: All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

- 21. <u>ANTI-DISCRIMINATION</u>: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.
- 22. <u>DRUG-FREE WORKPLACE POLICY</u>: 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. Contractor shall conform to all the requirements of City's Policy No. 100-5. 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.
- 23. <u>BID PROTEST PROCEDURES</u>: Any bid protest must be submitted in writing before 5:00 PM of the 5th business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. Upon receipt of a bid protest, the matter shall be reviewed by the Public Services Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.
- 24. ASSEMBLY BILL 626: Assembly Bill 626 (AB 626), adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation was supposed to sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and

payment, if any, shall be as later determined by agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, et seq. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104, et seq. and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS

Date:	_
Time:	_
Company:	_
Contact Person:	
Address:	
Telephone:	FAX:
Plan Sheet:	
Specification Section:	_
INTERPRETATION REQUESTED:	
REPLY:	
T0 A/E:	

PROPOSAL FOR THE

LED LIGHTING INSTALLATION AT CITY PARKS AND ATHLETIC FACILITIES PROJECT, CITY PROJECT NO. 23-09

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 **LED LIGHTING INSTALLATION AT CITY PARKS AND ATHLETIC FACILITIES PROJECT, CITY PROJECT NO. 23-09,** 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 FORTY (40) 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 #	BID ITEM DECRIPTION	QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
LED LIGHTING INSTALLATION AT CITY PARKS AND ATHLETIC FACILITIES:					
All Labor, Parts, Materials, Equipment, Deliveries, Setup, Mobilization, etc., to Fully Install and Operate City-Furnished Light- Emitting Diode (LED) Lights at the Following City Parks and Athletic Facilities: Bark Park, Jack R. Hammett Sports Complex, Costa Mesa Tennis Center, and the TeWinkle Park Athletic Complex					
	TOTAL BID PROPOSAL FIGURES: \$				

TOTAL BID PROPOSAL FIGURES:	\$
TOTAL BID PROPOSAL (Words):	

The award of the Contract shall be based on the lowest responsive Bid amount, and the <u>City</u> reserves the right to delete one or more bid items and/or to increase and/or to decrease <u>bid items' quantities</u>.

The CITY also reserves the right to reject all Bids.

PROPOSAL BID SCHEDULE (CONTINUED)

NOTES:

- 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. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
- 4. (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.

- 5. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).
- 6. Bidder agrees to initial or notarize (if applicable) all pages on P-1, P-1a, P-1b, P1-c, and through P-11 uploaded onto *PlanetBids*.

PROPOSAL SCHEDULE (CONTINUED)

(Please Type or Print)

Total Amount for Base Bid (in written words)	
(\$)
Contractor's Lawful Name:	in figures
Bidder's Name:	Bidder's Initials:
Contractor's License No.	Expiration:
Contractor's Taxpayer I.D. Number:	
Contractor's DIR Registration Number:	
Signature:	Date:
Contractor's Address:	
Telephone Number:()	Mobile No.: <u>()</u>
Fax Number: ()	E-mail:
24-Hour Emergency Contacts:	
Name	Telephone Number: ()
Name	Mobile No.: () Telephone No.: ()
	Mobile No.: ()
Name	Telephone No.: ()
	Mobile No.: ()

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 ai	mount of
deposited in furnish prope execute a co) equal to at least ten (10%) percent of the total bid price, payable to the a Mesa, to guarantee that within fourteen (14) days after written notice is the mail, or the bidder has received notice by telephone, the bidder will er Certificates of Insurance, and required bonds satisfactory to the City and ntract in accordance with the proposal and in the manner and form required act documents.
agrees that i	ndersigned deposits the above-named security as a proposal guarantee and t shall be forfeited to the City of Costa Mesa as Liquidated Damages if the ements are not complied with.

Bidder's Initials

ATTACHMENT 2

Project and Specification No. 23-09

Respectfully Submitted,

		osa Nama			T10
	Contractor's Busin	ess name		Contractor	Title
	Business Addres	s: Street	_	Singed By	Title
Cit	y State	Zip	_	Contractor's License No. and C	Classification Exp. Date
	Business Phone	Number	<u> </u>	Date	9
	Name	Title	_	Residence	: Street
City	State	Zip	_	Residence pho	ne Number
f the bid is by	y a corporatior ation and whe	n, state the names ther more than on	of the o	fficers who can sign an a must sign.	greement on behalf
☐ Corpor	ation		٦	Гахрауег I.D. Number: _	
Vame				Can Sign □	Must Sign □
				Ä	
	by a partners joint ventures		ure, sta	te the names and addre	esses of all general
partners and	joint ventures ship or Joint V	entures	٦	Гахрауег I.D. Number: _	·
partners and Partners Name	joint ventures	entures	7	Гахрауег I.D. Number: _	·
partners and Partners Name Address	joint ventures	entures	٦	Гахрауег I.D. Number: _	·
Dartners and Partners Name Address Name	joint ventures	entures	7	Гахрауег I.D. Number: _	·
Dartners and Partners Name Address Name Address f the bidder the bid shall fictitious name	is a sole propibe in the rea	rietorship or anoth	er entity der with tious na	Гахрауег I.D. Number: _	er a fictitious name, showing "DBA (the
Partners and Partners Name Address Address f the bidder he bid shall ictitious name egistration with the full name.	is a sole propi be in the rea ne)"; provided with the Orang	rietorship or anoth I name of the bido I however, no ficti e County Recorde	er entity der with tious na	Taxpayer I.D. Number: _ that does business und a designation following	er a fictitious name, showing "DBA (the s there is a current
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Partners and Partners Address Address Address f the bidder the bid shall fictitious name registration with the full name or incipals, ar NOTE: Giv Section of the section of the full name or incipals, ar NOTE: Giv Section of the full name or incipals, and the full name or incipals or inc	is a sole propibe in the reane)"; provided with the Orang es and resider e as follows: e first and la cretary, Treasu	rietorship or anoth name of the bidd, however, no fictive County Recordences of all persons at names in full; arer and Manager,	er entity der with tious na er. and pa in case and affi	that does business und a designation following me shall be used unless tries interested in the forest of corporation, give not corporate seal; in case	er a fictitious name, showing "DBA (the s there is a current egoing proposal, as ames of President,
Partners and Partners Address Address Address f the bidder the bid shall fictitious name registration with the full name or incipals, ar NOTE: Giv Section of the section of the full name or incipals, ar NOTE: Giv Section of the full name or incipals, and the full name or incipals or inc	is a sole propibe in the reane)"; provided with the Orang es and resider e as follows: e first and la cretary, Treasu	rietorship or anoth name of the bidd, however, no fictive County Recordences of all persons at names in full; arer and Manager,	er entity der with tious na er. and pa in case and affi	that does business und a designation following me shall be used unless tries interested in the forest of corporation, give not corporate seal; in case	er a fictitious name, showing "DBA (the s there is a current egoing proposal, as ames of President,
Partners and Partners Address Address Address f the bidder the bid shall fictitious name registration with the full name or incipals, ar NOTE: Giv Section of the section of the full name or incipals, ar NOTE: Giv Section of the full name or incipals, and the full name or incipals or inc	is a sole propibe in the reane)"; provided with the Orang es and resider e as follows: e first and la cretary, Treasu	rietorship or anoth name of the bidd, however, no fictive County Recordences of all persons at names in full; arer and Manager,	er entity der with tious na er. and pa in case and affi	that does business und a designation following me shall be used unless tries interested in the forest of corporation, give not corporate seal; in case	er a fictitious name, showing "DBA (the s there is a current egoing proposal, as ames of President,

P-3

PROPOSAL SCHEDULE

		Project and Specification No. 23-09
Bidder shall signify receipt o	f all Addenda here, if any:	
Addendum No.	Date Received	Bidder's Signature
CON	ISTRUCTION PROJECT RE	FERENCES
herein proposed, it is reconstruction projects construction	quested that you submit a lis mpleted, or in progress, w	d and experience for the project st of Public Works and/or similar ithin the last 24 months. This responsive and or responsible to
Date Project Awarde	ed <u>Awarding Agency</u>	Agency's Contract Administrator Contact Information

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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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 with its Department of Industrial Relations (DIR) registration number. 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/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it 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.

Bid Item (s) Number	% Portion of Work	Name, Address and E-mail of Subcontractor	State License Number	Class	DIR Registration Number

By submission of this proposal, the Bidder certifies:

- 1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
- 2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(Required if the bidder desires to submit bond in	stead of a certified or cashier's check.)
KNOW ALL PEOPLE BY THESE PRESENTS:	
That we,	of Costa Mesa, a municipal corporation, rnia and situated in Orange County in the(\$) as, for which payment well and truly to be
,	,
successors and assigns, shall duly enter in construction, and shall execute and deliver the LABOR AND MATERIAL and the FAITHFUL PE fourteen (14) days from the date of the mail	CERTIFICATE OF INSURANCE and the ERFORMANCE BONDS described within
said contract is ready for execution, then this otherwise it shall be and remain in full force and IN WITNESS WHEREOF: We hereunto set our hands and seals this	obligation shall become null and void; virtue.
Contractor/ Principal (Notary Acknowledgement to be attached)	Surety/Power of Attorney (Notary Acknowledgment to be attached)
	Bidder's Initials

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.

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.

	Contractor Firm Name
	Name of Principal
	Title
Subscribed and sworn to before me by:	Signature
This day of, 20	
My Commission Expires:	
Notary Public	Bidder's Initials

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:		
	CONTRACTOR	
	Company Name	_
PROJECT:	<u>LED LIGHTING INSTALLATION AT CITY PARKS</u> <u>AND ATHLETIC FACILITIES PROJECT,</u> <u>CITY PROJECT NO. 23-09</u>	

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/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.

		Company/Business	Name of	
Date	Name of Donor	Affiliation	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.

is true and correct.
Bidder/Applicant/Proposer
Date

GENERAL PROVISIONS

SECTION 1 – GENERAL

1-2 GENERAL

[Add the following:].

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction ("Green Book"), and all amendments thereto, adopted by the Joint Cooperative Committee of Southern California Chapter, American Public Works Association, Southern California District and Associated Contractors of California; hereinafter referred to as Standard Specifications, are adopted as the "Standard Specifications of the City of Costa Mesa" and shall be considered as a part of these specifications. Copies of the Standard Specifications are available from the publisher:

BNi Building News 1612 S. Clementine Street Anaheim, California 92802 (714) 517-0971

Where specified in these specifications, the latest edition of the California Building Code, based on the latest edition of the International Building Code, the latest edition of the "Standard Specifications and Standard Plans of the State of California, Department of Transportation, Division of Highways," "Standard Plans of the Orange County Environmental Management Agency," and "Los Angeles County Flood Control District, Design Manual, Standard Drawings" shall apply or unless otherwise noted in these specifications or at the direction of the ENGINEER.

Where referenced in these Specifications, the latest edition of the "City of Costa Mesa Standard Drawings" and the "Work Area Traffic Control Handbook (WATCH)" published by Building News, Inc., shall also apply.

The section numbers of these General Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

The following modifications are made to the "Standard Specifications." If there is a conflict between the "Standard Specifications" and these modifications, these modifications shall have first precedence.

1-2 TERMS AND DEFINITIONS

[Add or redefine the following:].

(a) AGENCY The City of Costa Mesa, California, hereinafter

referred to as "CITY."

(b) BOARD The City Council of the City of Costa Mesa,

California, hereinafter referred to as "BOARD."

(c) CONTRACT Documents including but not limited to the following:

The proposal form P-1 through P-9b. Notice Inviting

The proposal form P-1 through P-9b, Notice Inviting Bids, Standard Specifications, General Provisions, Special Provisions, Plans, Bonds, Insurance Certificates, Agreement, and all Addenda setting forth any modifications of the documents as further

specified in contract agreement.

(d) ENGINEER The administrating officer of the City of Costa Mesa

or his authorized representative hereinafter referred

to as ENGINEER.

(e) BIDDER Any individual, firm, partnership, corporation, or

combination thereof, submitting a bid proposal for the work contemplated in the contract documents, acting directly or through a duly authorized representative, hereinafter referred to as BIDDER.

(f) LEGAL ADDRESS OF The legal address of the Contractor shall be the CONTRACTOR address given on the Contractor's bid and is hereby

address given on the Contractor's bid and is hereby designated as the place to which all notices, letters or other communications to the Contractor shall be

mailed or delivered.

(g) LABORATORY An established laboratory approved and authorized

by the ENGINEER for testing materials and work

involved in the contract.

1-3 ABBREVIATIONS

CALTRANS State of California, Department of Transportation,

Division of Highways

O.C.E.M.A. Orange County Environmental Management

Agency

L.A.C.F.C.D. Los Angeles County Flood Control District

1-6 BIDDING AND SUBMISSION OF THE BID

1-6.1 General

[Add the following:].

Proposal shall be made and submitted on proposal forms P-1 through P-9a in accordance with the Notice Inviting Bids. In addition to the required signatures in the spaces provided in the proposal forms, each BIDDER shall initial each sheet of the proposal forms at the bottom right hand corner.

No person, firm, partnership, corporation, or combination thereof shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, partnership, corporation, or combination thereof who has submitted a sub-proposal to a BIDDER or who has quoted prices on materials to a BIDDER is not thereby disqualified from submitting a sub-proposal to or quoting prices to the other bidders. If, on the opening of bids, more than one bid appears in which the same person, firm, partnership, corporation or combination thereof is interested as a principal, all such bids shall be rejected.

Proposals with interlineations, alterations, or erasures shall be initialed by the BIDDER'S authorized agent. Alternative proposals, special conditions, or other limitations or provisions affecting the bid, except as such called for in the contract documents, will render the bid informal and may cause its rejection.

All proposals must give the prices bid for the various items of work and must be signed by the BIDDER, who shall give his address. Each bid shall have thereon the affidavit of the BIDDER that such bid is genuine and not sham nor collusive, nor made in the interest nor behalf of any other person not therein named and that the BIDDER has not directly nor indirectly induced or solicited any other BIDDER to put in a sham bid, nor induced nor solicited any person, firm, partnership, corporation, or combination thereof to refrain from bidding, and that the BIDDER has not in any manner sought by collusion to secure himself an advantage over any other BIDDER.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

1-6.1.1 Request for Interpretation

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the Plans, Specification, or other proposed Contract Documents, or finds discrepancies in, or omissions from the drawings or specifications, (It, he, she) may make a request to the ENGINEER, in writing, for an interpretation or correction thereof pursuant to the provisions in the Information for Bidders section of these specifications. The person

submitting such a request shall be responsible for its prompt delivery. All such interpretations of the Contract Documents will be made only by addenda duly issued, and a copy of each such addendum will be mailed or delivered to each person receiving a set of Contract Documents at (its, his, her) last address of record. The CITY will not be responsible for any other explanations or interpretations of the Contract Documents.

1-6.1.2 Soil Conditions

The BIDDER shall inspect the soil conditions before submitting a bid. By submitting a bid, the BIDDER acknowledges that he is satisfied with the quality of the work area including but not restricted to the conditions affecting, handling and storage of materials, disposal of excess materials, and the soil conditions.

1-6.1.3 Return of Bid Security

Any BIDDER may withdraw its bid, either personally, or by telegraphic or written request, at any time prior to the scheduled closing time for the receipt of bids. It is the sole responsibility of the BIDDER to see that any such telegraphic or written request is delivered to the City Clerk prior to said closing time. Bid security of such BIDDERS will be returned promptly to the BIDDER.

The bid security of the BIDDER whose bid is accepted will be held by the CITY until the contract has been executed and the accompanying insurance certificates, performance bond and labor and materials bond are approved and filed, whereupon the bid security will then be returned to the BIDDER.

The bid security of the second and third lowest BIDDERS will be retained until the contract is awarded to and executed by the BIDDER whose bid is accepted, or until 45 days after the opening of bids, whichever period is shorter. The bid security of all BIDDERS other than the three lowest will be returned promptly after the opening of bids.

If a BIDDER fails or refuses promptly to execute the agreement to do the work or fails or refuses to comply with insurance and bonding requirements, the bid security shall be forfeited to the CITY and shall be collected and paid into the General Fund of the CITY.

1-6.2 Subcontractor Listing

[Add the following:].

The ENGINEER, as duly authorized officer, may consent to subcontractor substitution requested by the Contractor subject to the limitations and notices prescribed in Section 4107 of the Public Contract Code.

GP-4

1-7 AWARD AND EXECUTION OF THE CONTRACT

1-7.1 General

[Add the following:].

The award of contract, if awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all requirements of the Notice Inviting Bids and Section 1-6 of these specifications. The BIDDER, upon notification as the "apparent low bidder," shall comply with the CITY'S insurance and bonding requirements by submitting the required insurance certificates and bonds within fourteen (14) days after the mailing of a Notice of Award to the BIDDER that the contract is ready for execution. The contract will be awarded within thirty (30) days of receipt of properly approved insurance certificates and bonds pursuant to CITY requirements spelled out in these specifications. BIDDER must take particular note of "insurance requirements" contained in these specifications and sample agreement included within the contract documents, and should provide that information to his insurance broker in order that a properly executed certificate is submitted. The CITY, however, reserves the right to reject any or all bids and to waive any informality in the bids received.

1-7.1.1 Execution of Agreement

The Agreement shall be signed by the successful BIDDER and returned to the CITY no later than <u>fourteen (14) days from Notice of Award</u> of the Contract by the CITY. Failure to comply with insurance and bonding requirements as specified in the Agreement and in Section 1-7.1 of these General Provisions shall be considered grounds for the revocation and rejection of the bid and forfeiture of bid security. No proposal shall be considered binding upon the CITY until the execution of the agreement by the CITY. In case of conflict, the agreement shall have precedence over all other written specifications.

1-7.2 Contract Bonds

[Add the following:].

The "Faithful Performance Bond" and the "Labor and Material Bond" as specified in this section shall be for one hundred percent (100%) of the Contract price. The Labor and Material Bond shall be maintained by the Contractor in full force and effect for at least seven (7) months following the filing of the Notice of Completion. The Faithful Performance Bond shall also be kept by the Contractor in full force and effect for at least one (1) year following the filing of the Notice of Completion.

CONTRACTOR shall provide the following:

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.

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.

1-8 SPECIAL PROVISIONS – ECONOMIC SANCTIONS AGAINST THE RUSSIAN FEDERATION EXECUTIVE ORDER N-6-22

[Add the following:].

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.

SECTION 2 – SCOPE OF THE WORK

2-1 WORK TO BE DONE

[Replace in its entirety with the following:].

The scope of work generally consists of all labor, parts, materials, equipment, deliveries, setup, mobilization, etc., to fully install and operate City-furnished light-emitting diode (LED) lights at the following City parks and athletic facilities: Bark Park, Jack R. Hammett Sports Complex, Costa Mesa Tennis Center, and the TeWinkle Park Athletic Complex, and as shown on the Plans and specified within these Contract Documents. The CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals necessary to perform and complete the Work as shown on the Plans and these Contract Documents, and to the satisfaction of the ENGINEER.

2-2 PERMITS

[Add the following:].

All permits and licenses shall be obtained in sufficient time to prevent delays to the work.

In the event that the CITY has obtained permits, licenses or other authorizations applicable to the work, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

2-5 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

2-5.1 General

[Add the following:].

The Contractor shall only use the proper construction equipment to protect the City streets from breaking up and deterioration. Haul trucks shall be limited to a gross vehicle weight of 10 tons or less.

2-5.2 Temporary Utility Services

[Add the following:].

The Contractor shall provide for his employees an adequate supply of clean, potable drinking water, which shall be dispensed through approved sanitary facilities. If water is needed during construction, Contractor shall contact Mesa Consolidated Water District or the Irvine Ranch Water District to obtain necessary permits, instructions, and meters prior to commencing work. The Contractor is required to make any and all necessary installations and connections. All water shall be metered. The Contractor shall pay for all deposits and fees involved.

2-5.4 Haul Routes

[Add the following:].

In order to protect the City streets from deterioration due to hauling of materials, the Contractor shall submit to the ENGINEER (at the pre-construction meeting) for approval, a proposed route for the hauling of materials for disposal. Upon approval, the Contractor shall strictly adhere to that route only, unless written permission from the ENGINEER is obtained to change the route.

Waste Hauler Requirements

The California Green Building Standards Code, 2016 Edition, California Code of Regulations, Title 24, Part 11, impacting waste diversion as documented in the City of Costa Mesa's Municipal Code Chapter 4 of Title 8, requires that all construction and demolition related projects divert 65% of project waste generated from the landfill. Consequently, permitted building projects relating to construction and demolition, newly constructed buildings, additions, alterations, interior and exterior demolitions, etc., are required to divert a minimum of 65% of nonhazardous construction and demolition waste from the landfill by recycling, reuse, or salvage. Generally, these materials include brick, drywall, other masonry, cardboard, green waste, paper, carpet, lumber, plastic, concrete, and/or metals. Asphalt, concrete, excavated soil and land-clearing debris should be 100% diverted from disposal. The County provides a suggested list of locations that are meeting and/or exceeding the 65% diversion requirement and may be used for recycling construction and demolition material.

The City of Costa Mesa requires that all hauling activity in Costa Mesa comply with one of the waste hauling options for your construction and demolition related project:

- Use Franchise Waste Hauler
- Self-Haul Permit https://www.costamesaca.gov/city-hall/city-departments/public-services/waste-collection-and-recycling

A Construction and Demolition Reporting Form as provided in the Miscellaneous Document Section of these Specifications must be completed and submitted by the Contractor to the CITY prior to the release of retention monies.

2-7 CHANGES INITATED BY THE AGENCY

2-7.1 GENERAL

[Add the following:].

ENGINEER shall be the duly authorized officer of the CITY who may grant the changes prescribed in this section.

2-8 EXTRA WORK

[Add the following:].

The extra work as defined in this section of the Standard Specifications and any work done by the Contractor beyond the lines and grades shown on the plans shall only be performed when ordered in writing by the ENGINEER. In absence of such written order, any such work by the Contractor shall be considered unauthorized and will not be paid. Work so done may be ordered to be removed at the Contractor's expense.

2-9 CHANGED CONDITIONS

[Add the following:].

The Contractor shall promptly act to supply all information to the ENGINEER for proper evaluation. Failure to do so shall constitute a waiver of any payment for delays suffered by the Contractor.

SECTION 3 – CONTROL OF THE WORK

3-1 ASSIGNMENT

[Replace the 1st sentence with the following:].

No contract or portion thereof may be assigned without written consent of the BOARD.

3-4 AUTHORITY OF THE BOARD AND THE ENGINEER

[Add the following:].

When any of the various units or operations of the work have been suspended, the Contractor shall give at least 24 hours advance notice of the time when he or his subcontractor will start or resume any of such units or operations. That notice is to be given during working hours, exclusive of Saturdays, Sundays or holidays, for the purpose of permitting the ENGINEER to make necessary assignments to his representative on the work.

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Any work performed in conflict with said notice, without the presence or approval of the ENGINEER, or work covered up without notice, approval or consent may be rejected or ordered to be uncovered for examination at Contractor's expense and shall be removed at Contractor's expense, if so ordered by the ENGINEER or his representative on the work. Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before the final payment and final acceptance of work shall be corrected immediately by the Contractor without extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing by the Contractor after the same has been approved by the ENGINEER, except by direction of the ENGINEER in writing. Deviations from the approved plans, as may be required by critical conditions of construction, must be authorized in writing by the ENGINEER. All instructions, rulings and decisions of the ENGINEER shall be in writing and are binding on all parties unless a formal protest is made as provided in the following paragraph:

If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, ruling or decision of the ENGINEER or ENGINEER'S representative to be unfair, the Contractor shall, within ten (10) days after any such demand is made, or instruction, ruling or decision is given, file a written protest with the ENGINEER, stating clearly and in detail his objections and reasons therefor. Except for such protests and objections as are made of record, in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for extra work, damages and extensions of time on account of demands, instructions, rulings and decisions of the ENGINEER.

Upon receipt of any such protest from the Contractor, the ENGINEER shall review the demand, instruction, ruling or decision objected to and shall promptly advise the Contractor, in writing, of his final decision, which shall be binding on all parties, unless within the ten (10) days thereafter the Contractor shall file with the BOARD a formal protest against said decision of the ENGINEER. The BOARD shall consider and render a final decision on any such protest within thirty (30) days of receipt of same. If the BOARD fails to consider and render a final decision on any such protest within thirty (30) days of receipt of the same, the protest shall be deemed denied.

3-5 INSPECTION

[Add the following:].

If the Contractor requests and receives approval from the ENGINEER to receive inspection services from the CITY outside of a normal eight (8) hour day/forty (40) hour work week or on Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the CITY and ENGINEER for the special inspection services and Contractor shall pay for such special inspection services at a fee established by the ENGINEER to defray the cost for such service.

All work, which has been inspected and deemed defective in its construction or does not meet all of the requirements of the plans and/or specifications by the ENGINEER shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

Any work done beyond the limits of the lines and grades shown on the plans or established by the ENGINEER or extra work done without written authority will be considered as unauthorized and not be paid.

Upon failure on the part of the Contractor to comply with any order of the ENGINEER made under the provisions of this article, the ENGINEER shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs and thereof from any monies due or to come due the Contractor.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after is has been placed and material placed outside the limits of the project. No compensation will be allowed for disposing of rejected or excess material.

3-6 THE CONTRACTOR'S REPRESENTATIVE

[Add the following:].

Contractor shall file with the ENGINEER the addresses and telephone numbers where its designated representative may be reached during hours when the work is not in progress.

Instructions and information given by the ENGINEER to the Contractor's authorized representative or at the address or telephone numbers filed in accordance with this section shall be considered as having been given to the Contractor.

The Contractor shall have on the work site at all times a competent English-speaking superintendent, as his agent, capable of reading and thoroughly understanding the plans and specifications and other related documents.

3-7 CONTRACT DOCUMENTS

3-7.1 General

[Add the following:].

Contractor will obtain from the ENGINEER, free of charge, copies of plans, general provisions, special provisions and additions to the Standard Specifications that are reasonably necessary for the execution of work.

Contractor shall, at its own expense, obtain copies of the Standard Specifications and Standard Plans and Specifications of CALTRANS, for his general use.

If after the Contract is awarded it appears that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the specifications and plans, the

Contractor shall apply to the ENGINEER for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the Contract.

All scaled dimensions are approximate. Before proceeding with the work, the Contractor shall carefully check and verify all dimensions and quantities and shall immediately inform the ENGINEER or his representative of any discrepancies.

3-10 SURVEYING

[Replace with the following:].

3-10.1 General

The Contractor will perform and be responsible for the accuracy of setting all required survey stakes adequate for the construction of the project.

3-10.3 Line and Grade

Unless otherwise provided in the Special Provisions, lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

All work under this Contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing the lines and grades and for the control of construction shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California-licensed land surveyor or by a California-licensed civil engineer allowed by law. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and the trade involved.

The Contractor shall provide a copy of the office calculations and grade sheets to the City Inspector. The Contractor shall be responsible for any error in the finished work and shall notify the ENGINEER within one (1) working day of any discrepancies or design errors discovered during staking.

Unless a separate bid item is provided, the payment for surveying, construction staking, professional services, office calculations, furnishing all labor, materials, equipment, tools and incidentals, and for doing all work involved shall be considered as included in the various items of work, and no additional compensation will be allowed.

3-12 WORK SITE MAINTENANCE

3-12.1 **General**

[Replace 2nd paragraph with the following:].

Unless the construction dictates otherwise, and unless otherwise approved by the ENGINEER, Contractor shall furnish and operate a self-loading motor sweeper with a functional water spray nozzle system at least once each working day to keep paved areas in the Work zone and along all haul routes acceptably clean whenever construction, including restoration, is incomplete.

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3-12.2 Air Pollution Control

[Add the following:].

Failure of the Contractor to comply with the ENGINEER'S dust control orders may result in an order to suspend work until the condition is corrected and, after giving notice to the Contractor, the ENGINEER may order the condition corrected by others. All costs thus incurred shall be deducted from the amount to be paid to Contractor. No additional compensation will be allowed as a result of such suspension.

No separate payment will be made for any work performed nor material used to control dust resulting from Contractor's performance of the work or from public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered to be included in the prices paid for the various items of Work involved.

3-12.4.1 General

[Add the following:].

All surplus materials shall be removed from the site of the Work within five (5) days after completion of the Work causing the surplus materials.

3-12.6 Water Pollution Control

3-12.6.1 General

[Add the following:].

Discharge of storm water from construction sites that disturb land equal to or greater than one (1) acre must be in compliance with the state General Construction Activity Permit (Construction Permit). The latest permit provisions of the Construction Permit shall apply. The Contractor is required to contact the Santa Ana Regional Water Quality Control Board (Regional Board) for all information contained in the Construction Permit. In the event project construction occurs during the transition of revised Construction Permits, the Contractor shall incorporate the necessary modifications specified by the revised Construction Permit within the time period specified in the new Construction Permit.

Project Soil Disturbance is: less than 1 acre (No General Construction Permit required)

Construction activity subject to the Construction Permit includes clearing, grading, disturbance to the ground such as stockpiling, work area, or excavation that results in soil disturbances of at least one acre of total land area. Construction activity that results in soil disturbances of less than one acre is subject to the Construction Permit if the construction activity is a part of a larger common plan of development that encompasses one or more acres of soil disturbance or if it is determined that discharges from the project pose a significant threat to water quality.

The CONTRACTOR shall have an account with the State for SMARTS (Storm Water Multiple Application and Report Tracking System). The CONTRACTOR shall contact the

CITY with their user ID so that the CITY will grant the CONTRACTOR access as a Data Submitter.

The CONTRACTOR shall complete the NOI within SMARTS https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp The CONTRACTOR will notify the CITY when the NOI is ready for the CITY to submit to the State. The CONTRACTOR shall pay all fees associated with the NOI process. The CONTRACTOR shall also complete all required reports within SMARTS as required by the General Permit and the Project's Storm Water Pollution Prevention Plan (SWPPP).

The CONTRACTOR shall complete the Annual Report and NOT within SMARTS. Once the CITY has been notified, the CITY will review and submit to the State for processing. A copy of the latest permit is available at:

http://www.waterboards.ca.gov/water issues/programs/stormwater/constpermits.shtml

The CONTRACTOR is hereby directed to read the Construction Permit thoroughly and comply with the requirements as specified therein.

3-12.6.2 Best Management Practices (BMPs)

[Add the following:].

The Contractor shall install and maintain the appropriate Best Management Practices (BMPs) to protect water quality within the project limits through the duration of the Project.

The Contractor shall be responsible for any damage to any portion of the Work occasioned by failure to provide proper drainage control prior to the completion and acceptance of the Work.

Payment for furnishing, installing and maintaining BMPs inclusive of sweeping the Project site as required or directed by the ENGINEER shall be included in the other various bid items associated with the work and no additional payment will be allowed thereof.

3-12.6.3 Storm Water Pollution Prevention Plan (SWPPP)

[Add the following:].

If a General Construction Permit is required pursuant to Section 3-12.6.1 of these General Provisions, the following Storm Water Pollution Prevention Plan (SWPPP) requirements shall be adhered to:

The Contractor is responsible for the preparation and implementation of a SWPPP as required by the Construction Permit. The Contractor is responsible for completing all parts of the SWPPP including, REAPs, monitoring, sampling, rain gauge records, weather reports, submitting pictures of every third storm, non-authorized discharge reports, Ad-Hoc reports, Annual Reports, post construction BMPs and other requirements of the SWPPP.

The completed SWPPP must be signed by a QSD (Qualified SWPPP Developer). The completed SWPPP must be submitted to the resident engineer for City review and acceptance, prior to uploading to SMARTS. The Contractor will be responsible for uploading an electronic format of the SWPPP into SMARTS. The SWPPP must be signed by the City before construction begins. A copy of the SWPPP must be available at the site at all times and must be implemented and revised in accordance with the Construction Permit throughout the duration of the project.

Contractor must have QSP (Qualified SWPPP Practitioner). Contractor shall perform site inspections before and after the storm event, and once each 24-hour period during extended storm event, to identify BMP effectiveness and implement repairs or BMP modifications as soon as possible. Sampling of potential pollutant discharges shall be conducted by trained personnel and required laboratory test conducted by laboratory accredited by the California Department of Health Services Environmental Laboratory Accreditation Program.

Contractor shall be responsible for any penalties assessed against the City if the penalty assessed is due to Contractor's violation of the Construction Permit requirement, or Contractor's failure to fully implement and monitor SWPPP as required.

Erosion and Sediment Control Plans

Erosion and Sediment Control Plans shall be prepared by the Contractor as part of the SWPPP that identify adequate controls to prevent erosion and discharge of sediment offsite. Payment for the Erosion and Sediment Control Plans shall be included as part of the SWPPP.

3-12.6.4 Dewatering

[Add the following:].

Unless otherwise directed in these Special Provisions, the Contractor shall provide and maintain ample means and devices with which to promptly remove and properly dispose of water entering the excavations or other parts of the work at all times during construction. Dewatering shall be accomplished by methods which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. The methods may include sump pumps, deep wells, well points, suitable rock or gravel placed below the required bedding for draining and pumping purposes, temporary pipelines, and other means.

Standby pumping equipment shall be on the job site. A minimum of one standby unit shall be available for immediate installation should any well unit fail. The design and installation of well points or deep wells shall be suitable for the accomplishment of the work. Drawings or details indicating the proposed dewatering system shall be submitted to the CITY for review.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property.

Conveyance of the water shall be such as to not interfere with traffic flow or treatment facilities operations. No water shall be drained into work built or under construction without prior consent of the ENGINEER.

Water shall be disposed of in such a manner as not to be a menace to the public health and such disposal shall be performed in accordance with Environmental Protection Agency and State Water Quality Control Board standards (NPDES permit). Any testing and reports required under NPDES permit shall be performed by the Contractor and submitted to the appropriate agency for approval at no additional cost to the CITY.

3-13.3 WARRANTY

[Replace 2nd sentence of 1st paragraph with the following:].

The warranty period shall start on the date the Work is accepted by the Board.

SECTION 4 – CONTROL OF MATERIALS

4-4 TESTING

[Add the following:].

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications. No materials shall be used until they have been approved by the ENGINEER.

The Contractor shall at his expense furnish the CITY, in triplicate, certified copies of all required factory and mill test reports. Any materials shipped by the Contractor from a factory or mill prior to having satisfactorily passed such testing and inspection by a representative of the CITY shall not be incorporated in the work, unless the ENGINEER shall have notified the Contractor, in writing, that such testing and inspection will not be required.

At the option of the ENGINEER, the source of supply of each of the materials shall be approved by the ENGINEER before delivery is started and before such material is used in the work.

Unless otherwise provided in the Special Provisions, the CITY will complete and pay for the initial soils, compaction, and material tests. Any subsequent soil, compaction, and material tests deemed necessary due to the failure of initial tests will be at the Contractor's expense and deducted from the payment due.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-1 LAWS AND REGULATIONS

[Add the following:].

The Contractor shall protect and indemnify the CITY, the BOARD, the ENGINEER, and all of its or their officers, agents and servants against any claim or liability arising from or based on the violation of any existing or future State, Federal and local laws, ordinances, regulations, orders or decrees, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the ENGINEER in writing.

5-2 SPECIAL NOTICES

[Add the following:].

In addition to the special notices requirement to be served by Personnel Delivery or Certified Mail, special notices may also be served by the utilization of FedEx or UPS express service with a confirmed delivery receipt. Service shell be effective on the date of the receipt of the delivery confirm issued by FedEx or UPS.

5-3 LABOR

5-3.3 Payroll Records

[Add the following:].

In order to verify compliance with the Labor Code, Contractor shall furnish to the ENGINEER, weekly, for the duration of the contract period, copies of his payroll statements showing wages paid to each employee during the preceding week and the employee work classification. Use of Form DH-C-347, Payroll Statement of Compliance, is an acceptable method of fulfilling the above requirement.

5-3.5 Apprentices

[Replace with the following:].

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under it. The Contractor and any subcontractor under it shall comply with the requirements of those Sections in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, Ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

5-4 INSURANCE

[Replace with the following:].

The minimum amounts and types of insurance coverages are as stated in the Agreement (sample copy attached). Prior to bid submittal the BIDDER shall keep fully informed of the latest insurance requirements of the City of Costa Mesa and shall comply with all other provisions of Section 5-4 of the Standard Specifications.

Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the CITY requires that the ENGINEER receive Certificates of Insurance in **DUPLICATE** for liability coverage of at least \$1,000,000 combined single limit, per occurrence and in the aggregate.

Each insurance policy required by the CITY of the Contractor shall contain the following endorsements:

1. Additional Insureds

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

2. 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."

Other Insurance

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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.

5-7 SAFETY

5-7.1 Work Site Safety

5-7.1.1 General

[Add the following:].

Material or other obstructions shall not be placed within fifteen feet (15') of fire hydrants. Fire hydrants shall be made readily accessible to the Fire Department at all times.

5-7.8 Steel Plate Covers

5-7.8.1 **General**

[Add the following:].

All steel plate covers utilized for the project must be slide resistant. A non-slip coating will be required on the side of the steel plate that that will be utilized for the driving or walking surface.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

[Replace the 1st Paragraph with the following:].

The Contractor's proposed Construction Work Schedule shall be submitted to the ENGINEER for approval within ten (10) working days after the date of the BOARD's execution of the Contract Agreement. The Construction Work Schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and acknowledged, and setting forth the dates that each item will be delivered. The Construction Work Schedule shall provide sufficient detail to delineate the main milestones start and end dates for each activity with chronological relationships of all the activities of Work showing the number of working days required to complete the entire project within the Contract Days. The schedule shall also incorporate the requirements of Section 402-5 of the Standard Specifications to complete the Work within the Contract Days. Prior to issuing the Notice to Proceed, the ENGINEER will schedule a preconstruction meeting with the Contractor to review the proposed Construction Work Schedule, delivery dates, activity milestone dates, arrange utility coordination, discuss construction methods and staging, and clarify inspection procedures.

The Contractor shall submit progress reports to the ENGINEER by the tenth day of each month. The report shall include an updated Construction Work Schedule. All revisions shall be completed within three days after review by the ENGINEER. The Contractor shall submit requests for changes in the schedule to the CITY for approval at least three (3) working days prior to performing any work. Any deviations from the original approved Construction Work Schedule shall be explained and identified in the updated Construction Work Schedule. Progress payments will be withheld pending receipt of any outstanding reports.

The Contractor shall furnish the ENGINEER with a 3-week look aheadschedule in a tabular format at every weekly construction meeting. The 3-week look ahead schedule shall utilize the main milestones within the approved Baseline Construction Schedule with updates and include sub-activities. [Add the following:].

6-1.3 DAILY REPORT SUBMITTAL

Contractor shall submit daily reports to the CITY at the end of each working day. All forms shall be provided by the CITY. Any cost for this item shall be included in the various items of work and no other compensation will be allowed.

6-3 TIME OF COMPLETION

6-3.1 General

[Replace the 1st Sentence with the following:].

The Contractor shall begin the Work within <u>ten (10) Working Days</u> after the date the Contract is executed by CITY unless a later start date is agreed upon by the CITY and Contractor within a written Notice-to-Proceed. The Work shall be completed within **FORTY (40) Working Days** from the date set in the Notice-to-Proceed or the first day of commencement of Work, whichever occurs first.

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION

[Add the following:].

Should it become necessary, due to developed conditions, to occupy any portion of the Work before Contract is fully completed, such occupancy shall not constitute acceptance by the CITY of work by Contractor.

6-7 TERMINATION OF THE CONTRACT FOR DEFAULT

6-7.3 Notice of Termination for Default

[Replace the 1st Paragraph with the following:].

The ENGINEER will make the determination if the Contractor had failed to commence satisfactory corrective action within 5 working days after the receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, and will take action as allowed by the Contract Documents.

6-7.4 RESPONSIBILITIES OF SURETY

[Add the following:].

Within 3 working days of receipt of the written notice of termination for default, the Surety shall provide the services needed to maintain the project in accordance with the Contract Documents. The services shall maintain the existing traffic control in place and the maintenance of the project site until the Engineer's review and acceptance of the Surety's plan for course of action.

6-9 LIQUIDATED DAMAGES

[Replace the 1ST Paragraph with the following:].

The CONTRACTOR shall pay to the CITY the sum of \$1,250 per calendar day, for each and every calendar day's delay in finishing the Work in excess of the number of Working Days prescribed within these General Provisions and the Agreement, or per the direction of the Engineer. Liquidated damages are calculated per Chapter 12 of the latest edition of the Caltrans Local Assistance Procedures Manual (LAPM).

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT

7-3.1 General

[Replace the 1ST Paragraph with the following:].

Payment for the various items listed on the Bid Proposal, as further specified herein, shall constitute full compensation to the Contractor for furnishing all material, tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of Work and as specified and shown on the drawings, including all costs for compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor. No separate payment will be made for any item that is not specifically set forth in the Bid Proposal. Costs arising from violations of regulations will be paid by the offending party to the extent that there will be no additional cost to the CITY.

When no bid item is provided for work/improvement shown or indicated on the plans and specifications, payment for such work/improvement will be considered to be included in various applicable items of work.

7-3.2 Partial and Final Payment

[Replace the 1st Paragraph in its entirety with the following:].

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The ENGINEER may approve such request when it is compatible with the CITY's payment procedure.

[Replace the 2nd Paragraph in its entirety with the following:].

Each month, the Contractor shall meet with the Engineer, a minimum of three (3) working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the Contract Unit Prices or as provided for in the Standard Specifications. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

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[Replace the 3rd Paragraph in its entirety with the following:].

The amount retained and deducted by the BOARD shall be 5% of the progress estimates for all progress payments. No reduction in the amount of retention will be allowed. However, after 50% of the work has been completed, if the BOARD finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed. The final payment of the retention amount to the Contractor shall be made thirty-five (35) days after the date of the recording of the Notice of the Completion of the work after it is accepted by the CITY. The 5% withheld from each progress payment shall not include monies withheld for stop notices or other withholding by the CITY. The monies withheld for stop notice and other withholdings shall be in addition to the 5% withheld for retention.

[Add to end of Section the following:].

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7107 of the California Public Contract Code.

The lead time for processing invoices for the monthly progress payments approved by the ENGINEER for inclusion on the warrant list of the CITY is governed by the rules and regulations established by the Finance Department of the CITY. Monthly payments will be processed and paid in accordance with the rules and regulations established or revised by the said Finance Department.

The Contractor shall submit all weight tickets or volumes of all materials used in the construction to the ENGINEER for checking and verification prior to any payment. Failure to do so will postpone the payment to the Contractor, until the matter is resolved satisfactorily.

The weight or volume from submitted tickets must correspond to the work done in the field; if not, the City shall reject the work without compensation to the Contractor, and/or the Contractor shall be directed to replace that work at no additional costs to the City.

After completion of the Contract, the BOARD shall, upon recommendation of the ENGINEER, accept the Work as completed and authorize the Final Payment.

The Final Payment shall be the entire sum found to be due the Contractor after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

No certificate given or payment made under the Contract, except the final certificate or Final Payment, shall be conclusive evidence of full or substantial performance of this Contract; and no payment shall be construed to be an acceptance of any defective work or improper material.

The acceptance of Final Payment by the Contractor shall release the CITY, the BOARD, and the ENGINEER from any and all claims or liabilities on account of work performed by the Contractor under the Contract or any alterations thereof.

The Contractor shall record, on the set of contract documents maintained at the job site, deviations which have been made from the Contract Documents or approved shop drawings – including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Documents. Said record documents shall be supplemented by detailed sketches as necessary or directed, to indicate fully the work as actually constructed.

Requests for partial payments shall not be approved until the record documents are brought up to date. Also, request for final compensation shall not be approved until all the variations between the work as constructed and as originally shown in the Contract Documents have been properly recorded and delivered to the City, after approved by the Engineer.

[Add the following:].

7-3.2.1 Prompt Progress Payment to Subcontractors

Contractor shall comply with the requirements of Division 2, Part 1, Chapter 7, Section 7200 of the California Public Code.

The CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 7 days from the receipt of each payment the CONTRACTOR receives from CITY.

The CONTRACTOR agrees further to release retainage payments to each subcontractor within 7 days after the retention payment is received by the CONTRACTOR.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. This clause applies to both DBE and non-DBE prime contractors and subcontractors.

City will be strictly monitoring the Contractor for prompt payment to all subcontractors.

[Add the following:].

7-3.2.2 Prompt Pay Monitoring and Enforcement of Progress Payments

The City of Costa Mesa will use the following monitoring and enforcement mechanisms to ensure that all subcontractors, including DBE's, are promptly paid.

- A. The City will strictly monitor the prime contractor or subcontractor(s) for prompt release of progress payments for all subcontracted work as follows:
 - 1. The effective date of release is the date the City releases the check to the prime contractor by mailing or hand delivery at the City of Costa Mesa (has to be

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requested in writing ahead of time).

- 2. Prime contractor or subcontractor(s) to provide verification in writing that the subcontracts have been paid within 7 days or the time period agreed, from the effective date of release.
- 3. City may contact subcontractor(s) to confirm receipt of progress payment amount and if it was received within 7 days or the time period agreed from the effective date of release.
- B. If the prime contractor or subcontractor(s) is found to be in default of Federal or State Codes concerning prompt payment to subcontractors, City will enforce the following besides the disciplinary action, sanctions and penalties imposed per the codes:
 - 1. City will withhold 150% of the monies due to the subcontractor(s) from the prime contractor's next progress payment.
 - 2. City may also elect to make the payment(s) directly to the subcontractor(s) without the prime contractor's approval for the remainder of the contract.

7-3.3 Delivered Materials

[Replace in its entirety with the following:].

The cost of materials and equipment delivered, but not incorporated in said work, will not be included in the progress payment estimate unless otherwise provided in these Specifications. All materials shall be nontoxic and shall not contain asbestos and hazardous substances as established by applicable laws.

Materials delivered, but not in place, will not be classed as work done, except as otherwise provided in these Specifications.

7-3.4 Mobilization

[Replace in its entirety with the following:].

Mobilization shall consist of all preparatory work and operations. It shall include, but not be limited to, the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project. The mobilization shall include all other work and operations, which must be performed.

Mobilization shall also include the time, materials, and labor to move the necessary construction equipment to and from the job site and the project administration costs during the entire contract period.

This work shall include, but not be limited to protect-in-place and/or relocation of the facility to accommodate the construction of an improvement; including resetting curb drains through new curbing.

The Contractor shall provide supervisory personnel to keep the construction site in a safe condition and all other related work as required at all times. These requirements shall

also apply to all non-working days during construction period. The Contractor is responsible for securing an adequate storage site for equipment and materials.

The Contractor shall have on the work site at all times, as his agent, a competent English speaking superintendent capable of reading and thoroughly understanding the plans, specifications, and other related documents.

7-3.4.1 Travel Route for Trucking and Equipment

Plans indicating the travel route for the Contractor's equipment movement in and out of the work site must be submitted concurrently with the Haul Route Plan (Section 2-5.4) to the ENGINEER at the pre-construction meeting for approval prior to commencement of any work. The travel route plans, which meet the City's requirements, will be approved and returned to the Contractor; otherwise, further revisions are required until they are acceptable to the City. The approved travel plans shall be strictly adhered to by the Contractor during all phases of the construction.

Any deviation from these requirements is not permitted. All the Contractor's operations will be ceased at once if the Contractor violates any of these requirements. No further payments will be made to the Contractor until problems are resolved according the City's requirements.

7-3.4.2 Construction Sequence/Order of Work

In order to minimize the inconveniences to the residents and businesses, the contractor shall construct the Project and sequence the work where no two adjacent streets are closed at one time, and/or the nearest parking is no more than 300' from the intersection of the street being closed to traffic. The Contractor shall maintain adjacent streets open for ingress and egress and for parking.

7-4 PAYMENT FOR EXTRA WORK

7-4.2 Basis for Establishing Costs.

7-4.2.1 Labor

[Add the following:].

The compensation for employer's payments of payroll taxes; workers compensation insurance; liability insurance; health and welfare; pension; vacation; apprenticeship funds; other direct costs resulting from Federal, State, or local laws; and for assessments or benefits required by lawful collective bargaining agreements to be applied to the actual cost for wages shall be **23 percent** for regular time and overtime.

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7-4.3 Markups

7-4.3.1 Work by the Contractor

[Replace in its entirety with the following:].

The allowance for overhead and profit to be added to the Contractor's costs shall be as follows:

Labor:	20%
Materials:	15%
Contractor Owned Equipment	15%
Equipment Rental	10%*
Other Items and Expenditures	10%

To the sum of the costs and markups provided for in this section, 1 percent shall be added as compensation for bonding.

* Equipment Rental rates shall be based on the latest applicable Caltrans Equipment Rental Rates.

7-4.3.2 Work by a Subcontractor

[Replace in its entirety with the following:].

When all or any part of the extra work is performed by a Subcontractor, the markup established in 7-4.3.1 shall be applied to the Subcontractor's actual cost of such work. A markup of five (5) percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of five (5) percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

No markups will be allowed for second tier or higher subcontractors.

[Add the following:].

7-6 SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:
A "claim" is a separate demand on the City by a contractor on a public works
project and sent by registered mail or certified mail with return receipt requested, for one
or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written

(GENPROVS)

statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

TECHNICAL PROVISIONS

FOR

BARK PARK, JACK R. HAMMETT SPORTS COMPLEX, COSTA MESA TENNIS CENTER, AND THE TEWINKLE PARK ATHLETIC COMPLEX

LIGHTING SPECIFICATION PREPARED FOR

Tewinkle Park Bark Park

LED Lighting Project Costa Mesa, CA September 14, 2023

Project # 215827

SUBMITTED BY:

Musco Sports Lighting, LLC

2107 Stewart Road PO Box 260 Muscatine, Iowa 52761 Local Phone: 563/263-2281 Toll Free: 800/756-1205 Fax: 800/374-6402



SECTION 26 56 68 – EXTERIOR ATHLETIC LIGHTING

Lighting System with LED Light Source

PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the lighting system performance and design standards for Tewinkle Park Bark Park using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.
- C. The sports lighting will be for the following venues:
 - 1. Dog Park
- D. The primary goals of this sports lighting project are:
 - Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore light levels are guaranteed to not drop below specified target values for a period of 10 years.
 - Cost of Ownership: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
 - 3. Control and Monitoring: To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 10-year life cycle. All communication and monitoring costs for 10-year period shall be included in the bid.

1.2 LIGHTING PERFORMANCE

A. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations). Illumination levels shall not to drop below desired target values in accordance to IES RP-6-15, Page 2, Maintained Average Illuminance and shall be guaranteed for the full warranty period.

Area of Lighting	Average Target Illumination Levels	Grid Points	Grid Spacing
Dog Park	3.3fc	1076	10' x 10'

- B. Color: The lighting system shall have a minimum color temperature of 5700K and a CRI of 70.
- C. Mounting Heights: To ensure proper aiming angles for reduced glare and to provide better playability, minimum mounting heights shall be as described below. Higher mounting heights may be required based on photometric report and ability to ensure the top of the field angle is a minimum of 10 degrees below horizontal.

# of Poles	Pole Designation	Pole Height
13	P1-P13	27'

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1.3 ENVIRONMENTAL LIGHT CONTROL

- A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.
- C. The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified testing laboratory with a minimum of five years experience or by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.

1.4 Cost of Ownership

A. Manufacturer shall submit a 10 year Cost of Ownership summary that includes energy consumption, anticipated maintenance costs, and control costs. All costs associated with faulty luminaire replacement - equipment rentals, removal and installation labor, and shipping - are to be included in the maintenance costs.

PART 2 - PRODUCT

2.2 SPORTS LIGHTING SYSTEM CONSTRUCTION

- A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.
- C. System Description: Lighting system shall consist of the following:
 - 1. Galvanized steel poles and cross-arm assembly.
 - 2. Non-approved pole technology:
 - a. Square static cast concrete poles will not be accepted.
 - b. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long term performance concerns.
 - 3. Lighting systems shall use concrete foundations. See Section 2.4 for details.
 - a. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
 - For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or re-inforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.

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TECHNICAL SPECIFICATIONS FOR BARK PARK ATTACHMENT 2

- 4. Manufacturer will supply all drivers and supporting electrical equipment
 - a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral drivers are not allowed.
 - b. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
- 5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
- 6. All luminaires, visors, and cross-arm assemblies shall withstand 150 mi/h winds and maintain luminaire aiming alignment.
- 7. Control cabinet to provide remote on-off control, monitoring, and entertainment features of the lighting system. See Section 2.3 for further details.
- 8. Contactor cabinet to provide on-off control.
- Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
 - a. Integrated grounding via concrete encased electrode grounding system.
 - b. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.
- 10. Enhanced corrosion protection package: Due to the potentially corrosive environment for this project, manufacturers must provide documentation that their products meet the following enhanced requirements in addition to the standard durability protection specified above:
 - a) Exposed carbon steel horizontal surfaces on the crossarm assembly shall be galvanized to no less than a five (5) mil average thickness.
 - b) Exposed die cast aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
 - c) Exposed extruded aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
- D. Safety: All system components shall be UL listed for the appropriate application.

2.2 **ELECTRICAL**

- A. Electric Power Requirements for the Sports Lighting Equipment:
 - 1. Electric power: 480 Volt, 3 Phase
 - 2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
- B. Energy Consumption: The kW consumption for the field lighting system shall be 3.85 kW.

2.3 CONTROL

- A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- B. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.

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TECHNICAL SPECIFICATIONS FOR BARK PARK ATTACHMENT 2

C. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- D. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- E. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

- 1. Cumulative hours: shall be tracked to show the total hours used by the facility
- 2. Report hours saved by using early off and push buttons by users.
- F. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.
- G. Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

2.4 STRUCTURAL PARAMETERS

- A. Wind Loads: Wind loads shall be based on the 2019 California Building Code. Wind loads to be calculated using ASCE 7-16, a design wind speed of 95mi/h, exposure category C and wind importance factor of 1.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2009 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-5).
- C. If no geotechnical report is available, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2016 CBC Table 1806.2.

PART 3 – EXECUTION

3.1 SOIL QUALITY CONTROL

- A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
 - 1. Providing engineered foundation embedment design by a registered engineer in the State of CA for soils other than specified soil conditions;
 - 2. Additional materials required to achieve alternate foundation;
 - 3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.2 <u>DELIVERY TIMING</u>

A. Delivery Timing Equipment On-Site: The equipment must be on-site 10-12 weeks from receipt of

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approved submittals and receipt of complete order information.

3.3 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.
- B. Field Light Level Accountability
 - 1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 years. These levels will be specifically stated as "guaranteed" on the illumination summary provided by the manufacturer.
 - 2. The contractor/manufacturer shall be responsible for conducting initial light level testing and an additional inspection of the system, in the presence of the owner, one year from the date of commissioning of the lighting.
 - 3. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.
- C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.4 WARRANTY AND GUARANTEE

- A. Musco warrants your lighting system to be free from defects in materials and workmanship as outlined in Musco's 10-Year Warranty. Musco agrees to provide labor and materials to replace defective parts or repair defects in workmanship. This includes all Musco manufactured product (wire harnesses, drivers, luminaires, poles, concrete bases, etc.).
- B. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 10 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance. Owner agrees to check fuses in the event of a luminaire outage.

PART 4 – DESIGN APPROVAL

4.0 PRE-BID SUBMITTAL REQUIREMENTS (Non-Musco)

- A. Design Approval: The owner / engineer will review pre-bid submittals per section 4.0.B from all the manufacturers to ensure compliance to the specification 10 days prior to bid. If the design meets the design requirements of the specifications, a letter and/or addendum will be issued to the manufacturer indicating approval for the specific design submitted.
- B. Approved Product: Musco's Light-Structure System[™] with TLC for LED[™] is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs.
- C. All listed manufacturers not pre-approved shall submit the information at the end of this section at least 10 days prior to bid. An addendum will be issued prior to bid; listing approved lighting manufacturers and the design method to be used.
- D. Bidders are required to bid only products that have been approved by this specification or addendum by the owner or owner's representative. Bids received that do not utilize an approved system/design, will be rejected.

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REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED) 10 DAYS PRIOR TO BID

All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. **Submit checklist below with submittal.**

Yes/ No	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	B Equipment Layout Drawing(s) showing field layouts with pole locations		Drawing(s) showing field layouts with pole locations
	С	On Field Lighting Design	 Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaries, total kilowatts, average tilt factor; light loss factor.
	D	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined on bid drawings) in footcandles. Lighting design showing glare along the boundary line in candela. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.
	E	Photometric Report	Provide first page of photometric report for all luminaire types being proposed showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
	F	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed to not fall below target levels for warranty period.
	G Structural Calculations and foundation design showing foundation shape, or requirements, rebar and anchor bolts (if required). Pole base reaction forces shown on the foundation drawing along with soil bearing pressures. Design mu		Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of CA, if required by owner.
	Н	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system. They will also provide ten (10) references of customers currently using proposed system in the state of CA.
	I	Electrical Distribution Plans	Manufacturer bidding an alternate product must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of CA.
	J	Warranty	Provide written warranty information including all terms and conditions. Provide ten (10) references of customers currently under specified warranty in the state of CA.
	к	Project References	Manufacturer to provide a list of five (5) projects where the technology and specific fixture proposed for this project has been installed in the state of CA. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number.
	L	Product Information	Complete bill of material and current brochures/cut sheets for all product being provided.

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TECHNICAL SPECIFICATIONS FOR BARK PARK ATTACHMENT 2

	М	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.			
	N	Non- Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.			

The information supplied herein shall be used for the purpose of complying with the specifications for Tewinkle Park Bark Park. By signing below I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer:	Signature:
Contact Name:	Date:/
Contractor:	Signature:

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Tewinkle Bark Park Costa Mesa, CA Retrofit Scope of Work

Customer Responsibilities:

- 1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
- Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
- 3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
- 4. If existing underground wiring is being used ensure usability.
- 5. Pay any necessary power company fees and requirements.
- 6. Pay all permitting fees.
- 7. Provide any existing as-built documents or drawings.
- 8. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

- 1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
- 2. Provide poletop luminaire assembly on all poles.
- 3. Provide fixture layout and aiming diagram.

Contractor Responsibilities

General:

- 1. Obtain any required permitting.
- Contact your local UDig for locating underground public utilities and confirm they have been clearly marked.
- Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
- 4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
- 5. Provide storage containers for material, (including electrical components enclosures), as needed.
- 6. Provide necessary waste disposal and daily cleanup.
- 7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
- 8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- 9. Provide startup and aiming as required to provide complete and operating sports lighting system.
- 10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.



Retrofit Musco Equipment to Existing Poles:

- 1. Provide labor, materials, and equipment to assemble and install Musco CREE OSQ fixtures on existing non Musco poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
- 2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
- 3. For concrete poles provide new lightning down conductor(aluminum) and ⁵/₈ in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
- 4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
- 5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
- 6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
- 7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.

- a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
- b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
- c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
- d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
- e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
- f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
- g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
- h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
- i. Jobsite shall be policed daily for compliance to the above conditions.



- j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
- 2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
 - a. Review and understand installation instructions are provided with every product installation.
 - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
 - c. Verify that components have been assembled per Musco installation instructions.
 - d. Verify plumb of concrete foundations prior to standing of poles.
- 3. PROVIDING A QUALITY INSTALLATION TEAM.
 - a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
 - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
 - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
 - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



Tewinkle Bark Park Costa Mesa, CA Retrofit Scope of Work

Customer Responsibilities:

- 1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
- Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
- 3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
- 4. If existing underground wiring is being used ensure usability.
- 5. Pay any necessary power company fees and requirements.
- 6. Pay all permitting fees.
- 7. Provide any existing as-built documents or drawings.
- 8. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

- 1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
- 2. Provide poletop luminaire assembly on all poles.
- 3. Provide fixture layout and aiming diagram.

Contractor Responsibilities

General:

- 1. Obtain any required permitting.
- Contact your local UDig for locating underground public utilities and confirm they have been clearly marked.
- Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
- 4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
- 5. Provide storage containers for material, (including electrical components enclosures), as needed.
- 6. Provide necessary waste disposal and daily cleanup.
- 7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
- 8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- 9. Provide startup and aiming as required to provide complete and operating sports lighting system.
- 10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.



Retrofit Musco Equipment to Existing Poles:

- 1. Provide labor, materials, and equipment to assemble and install Musco CREE OSQ fixtures on existing non Musco poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
- 2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
- 3. For concrete poles provide new lightning down conductor(aluminum) and ⁵/₈ in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
- 4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
- 5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
- 6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
- 7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.

- a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
- b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
- c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
- d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
- e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
- f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
- g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
- h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
- i. Jobsite shall be policed daily for compliance to the above conditions.



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Project #:

ATTACHMENT 2

215827



Control System Summary

Project Specific Notes:

Project Information

Project Name: Tewinkle Park Bark Park Date: 02/28/22 **Project Engineer:** Vashon Alexander Sales Representative: Karin Anderson Control System Type: **Lighting Contactor Cabinet**

Communication Type: Scan: 215827A Document ID: 215827P1V1-0228160557

Distribution Panel Location or ID: Bark Park Total # of Distribution Panel Locations for Project:

Design Voltage/Hertz/Phase: 480/60/3 Control Voltage: 120

Equipment Listing

DESCRIPTION APPROXIMATE SIZE 1.Lighting Contactor Cabinet 24 X 48

SIZE (AMPS) □ QTY **Total Contactors** Total Off/On/Auto Switches:

of distribution panel

Materials Checklist

Contractor/Customer Supplied:

- □ A dedicated control circuit must be supplied per distribution panel location.
 - If the control voltage is NOT available, a control transformer is required.
- ☐ Electrical distribution panel to provide overcurrent protection for circuits
 - HID rated or D-curve circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- Wiring:
 - See chart on page 2 for wiring requirements
 - Equipment grounding conductor and splices must be insulated. (per circuit)
 - Lightning ground protection (per pole), if not Musco supplied.
- ☐ Electrical conduit wireway system
 - Entrance hubs rated NEMA 4: must be die-cast zinc, PVC, or copper-free die-cast aluminum
- Mounting hardware for cabinets
- Breaker lock-on device to prevent unauthorized power interruption to control
- Anti-corrosion compound to apply to ends of wire, if necessary

IMPORTANT NOTES

- 1. Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
- 2. In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
- 3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are 100% rated for the published continuous load. All contactors are 3 pole.
- 4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
- 5. A single control circuit must be supplied per control system.
- 6. Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

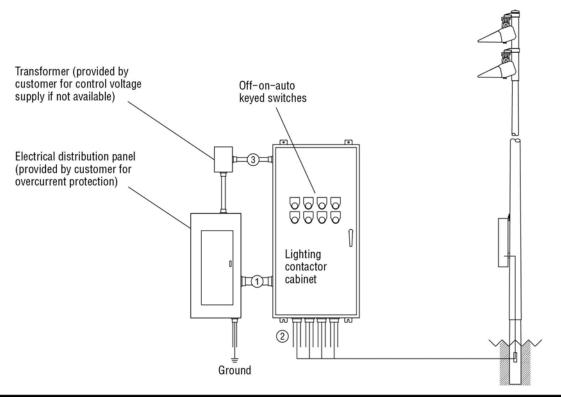
NOTE: Refer to Installation Instructions for more details on equipment information and the installation requirements.



Control System Summary

Tewinkle Park Bark Park / 215827 - 215827A Bark Park - Page 2 of 4

Lighting Contactor Cabinet



Wire	Description	# of Wires	Typ. Wire Size (AWG)	Max. Wire Length (FT)	Wire from Musco	Notes
1	Line power to contactors, and equipment grounding conductor	Note A	Note B	27	No	A – E
2	Load power to lighting circuits, and equipment grounding conductor	Note A	Note B	N/A	No	A – D
3	Control power (dedicated, 20A)	3	12	N/A	No	C, D

R60-28-00_D

Notes:

- A. See voltage and phasing per the notes on cover page.
- B. Calculate per load and voltage drop.
- C. All conduit diameters should be per code.
- D. Refer to lighting contactor cabinets installation instructions for more details on equipment information and the installation requirements.
- E. Contact Musco if maximum wire length from circuit breaker to contactor exceeds value in chart.

IMPORTANT: Control wire (3) must be in separate conduit from line and load power wires (1, 2).

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Control System Summary

Tewinkle Park Bark Park / 215827 - 215827A Bark Park - Page 3 of 4

SWITCHING SCHEDULE

Field/Zone Description Zones 1

CONTROL POWER CONSUMPTION					
120V Single Ph	ase				
VA loading	INRUSH: 1225.0				
of Musco					
Supplied	SEALED: 130.0				
Equipment					

	CIRCUIT SUMMARY BY ZONE							
POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	# OF DRIVERS	*FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR	ZONE	
P1,P2,P3,P4	Dog Park	12	12	1.5	30	C1	1	
P5,P6,P7,P8	Dog Park	12	12	1.5	30	C2	1	
P10,P11,P9	Dog Park	9	3	1.1	30	C3	1	
P12	Dog Park	2	2	0.4	30	C5	1	
P13	Dog Park	2	2	0.4	30	C6	1	

^{*}Full Load Amps based on amps per driver.





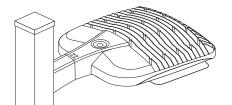
Control System Summary

Tewinkle Park Bark Park / 215827 - 215827A Bark Park - Page 4 of 4

	PANEL SUMMARY						
CABINET	CONTROL	CONTACTOR	CIRCUIT DESCRIPTION	FULL	DISTRIBUTION	CIRCUIT	
#	MODULE LOCATION	ID		LOAD AMPS	PANEL ID (BY OTHERS)	BREAKER POSITION (BY	
	LOGATION			Aim	OTTLENO)	OTHERS)	
1		C1	Pole P1,P2,P3,P4	1.52			
1		C2	Pole P5,P6,P7,P8	1.52			
1		C3	Pole P10,P11,P9	1.14			
1		C5	Pole P12	0.38			
1		C6	Pole P13	0.38			

ZONE SCHEDULE							
	CIRCUIT DESCRIPTION						
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	POLE ID	CONTACTOR ID			
Zone 1	1	Dog Park	P1	C1			
			P2	C1			
			P3	C1			
			P4	C1			
			P5	C2			
			P6	C2			
			P7	C2			
			P8	C2			
			P10	C3			
			P11	C3			
			P9	C3			
			P12	C5			
			P13	C6			

Datasheet: OSQ™ Area Luminaire on Valmont® Soft Square Pole



Luminaire Data

Manufacturer	Cree Lighting
Material and finish	Die-cast aluminum with powder-coat finish ¹
Mounting	Direct pole mount
Weight (luminaire)	28.9 lb (13.1 kg)

Regulatory and Voluntary Qualifications

UL		
Ingress Protection	UL	cULus Listed
Emissions Meets FCC Part 15, Subpart B, Class A limits for conducted	Environment	Suitable for wet locations
Class A limits for conducted	Ingress Protection	IP66
	Emissions	Class A limits for conducted

RoHSCompliant

Photometric Characteristics

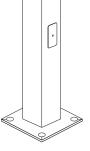
Lumen maintenance factor²

75k hours³0.95	
100k hours ³ 0.93	
CIE correlated color temperature5700 K	
Color Rendering Index (CRI), minimum70	
Lumons 16,000	

*See project information for pole details

Footnotes:

- 1) Cree Lighting's exclusive Colorfast DeltaGuard® finish freatures an E-coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation, and abrasion. Color options include black, white, silver, and bronze.
- 2) Lumen maintenance values at 25°C ambient temperature are calculated per TM-21 based on LM-80 data and in-situ luminaire testing.
- 3) Values are represented as projected values within six times limit of tested hours per IES TM-21-11.



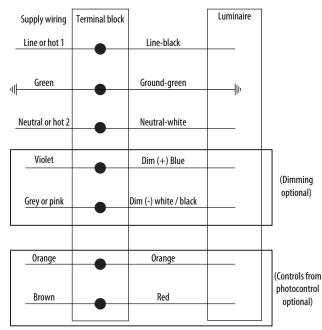
ATTACHMENT 2

Datasheet: OSQ™ Area Luminaire on Valmont® Soft Square Pole

Electrical Data

Rated wattage per luminaire ¹ 104 W
Input voltage
Driver configuration Integral, Class 1
Driver Efficiency>90%
Starting (inrush) current See note 1
Power factor at full load>0.9
Total Harmonic Distortion at full load<20%
Operating temperature range40°C to +40°C (-40°F to +104°F)
Dimming mode ²

Typical Wiring



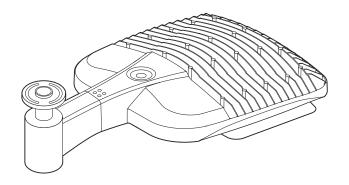
	120 Vac	208 Vac	240 Vac	277 Vac	347 Vac	480 Vac
Max operating current ³	0.89 A	0.51 A	0.43 A	0.39 A	0.31 A	0.22 A

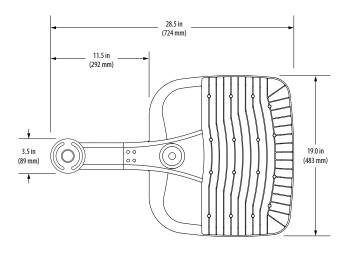
Footnotes:

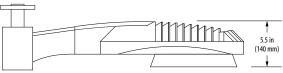
- 1) Rated wattage is the power consumption, including driver efficiency losses, at stabilized operation in 25°C ambient temperature environment.
- 2) Dimming controls not provided by Musco. Driver provides 10 V source current at 1.0 mA, compliant with IEC 60929 Annex E dimming standard.
- 3) Operating current based on 25°C ambient temperature at full load. Contact Musco engineering for amperes if operating in different conditions.

Notes

1. When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current.







Valmont® is a registered trademark of Valmont Industries.

Colorfast DeltaGuard® is a registered trademark, and OSQ™ is a trademark of Cree Lighting, A company of IDEAL INDUSTRIES.

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ATTACHMENT 2

Tewinkle Park Bark Park

Costa Mesa,CA

Lighting System

Pole / Fixture Summary									
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit			
P1-P11	27'	27'	3	CREE OSQ	0.31 kW	Α			
P12-P13	27'	27'	2	CREE OSQ	0.21 kW	Α			
13			37		3.85 kW				

Circuit Summary							
Circuit	Description	Load	Fixture Qty				
A	Dog Park	3.85 kW	37				

Fixture Type Summary										
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity			
CREE OSQ	LED 5700K - 70 CRI	104W	15,147	-	-	-	37			

Light Level Summary

Calculation Grid Summar	у							
Grid Name	Calculation Metric			Circuits	Fixture Qty			
Grid Name	Calculation Metric	Ave	Min	Max	Max/Min	Ave/Min	Circuits	rixture Qty
Dog Park	Horizontal Illuminance	3.39	1	8	11.43	3.39	Α	37

From Hometown to Professional











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EQUIPMENT LIST FOR AREAS SHOWN											
Pole Luminaires											
OTY	LOCATION	SIZE	GRADE	MOUNTING	LUMINAIRE	QTY /	THIS	OTHER			
QII	III LOCATION SIZI	EGGATION	ELEVATION	HEIGHT	TYPE	POLE	GRID	GRIDS			
11	P1-P11	27'	3'	30'	CREE OSQ	3	3	0			
2	P12-P13	27'	3'	30'	CREE OSQ	1/1*	2	0			
13		37	37	0							

^{*} This structure utilizes a back-to-back mounting configuration





ENGINEERED DESIGN By: Vashon Alexander · File #215827A · 28-Feb-22

Pole location(s) \bigoplus dimensions are relative to 0,0 reference point(s) \bigotimes

Tewinkle Park Back Park 2

Costa Mesa,CA

GRID SUMMARY	
Name:	Dog Park
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY						
MAINTAINED HORIZONTA	AL FOOTCANDLES					
	Entire Grid					
Scan Average:	3.39					
Maximum:	8					
Minimum:	1					
Avg / Min:	5.16					
Max / Min:	11.43					
UG (adjacent pts):	1.59					
CU:	0.64					
No. of Points:	1076					
LUMINAIRE INFORMATIO	N					
Applied Circuits:	A					
No. of Luminaires:	37					
Total Load:	3.85 kW					

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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SCALE IN FEET 1:80 **ENGINEERED DESIGN** By: Vashon Alexander · File #215827A · 28-Feb-22

Pole location(s) \bigoplus dimensions are relative to 0,0 reference point(s) \bigotimes

Tewinkle Park Bark Park 2

Costa Mesa,CA

EQUIPMENT LAYOUT

INCLUDES: · Dog Park

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN										
	Po	ole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE				
11	P1-P11	27'	3'	30'	CREE OSQ	3				
2	P12-P13	27'	3'	30'	CREE OSQ	1/1*				
13	13 TOTALS									

* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART								
Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						9	
Single Phase Voltage	208	220	240 (60)	277 (60)	347 (60)	380	480 (60)	
Cree OSQ	-	-	-	-	0.3	-	0.2	



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LIGHTING SPECIFICATION PREPARED FOR

Jack Hammett Sports Complex LED Retrofit

LED Lighting Project Costa Mesa, CA September 14, 2023

Project # 224349

SUBMITTED BY:

Musco Sports Lighting, LLC

2107 Stewart Road PO Box 260 Muscatine, Iowa 52761 Local Phone: 563/263-2281 Toll Free: 800/756-1205 Fax: 800/374-6402



SECTION 26 56 68 – EXTERIOR ATHLETIC LIGHTING

Lighting System with LED Light Source

PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the lighting system performance and design standards for Jack Hammett Sports Complex LED Retrofit using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.
- C. The sports lighting will be for the following venues:
 - 1. Soccer 1
 - 2. Soccer 2
 - 3. Soccer 3
 - 4. Soccer 4
- D. The primary goals of this sports lighting project are:
 - Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore light levels are guaranteed to not drop below specified target values for a period of 25 years.
 - 2. Environmental Light Control: It is the primary goal of this project to minimize spill light to adjoining properties and glare to the players, spectators and neighbors.
 - 3. Cost of Ownership: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
 - 4. Control and Monitoring: To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.

1.2 LIGHTING PERFORMANCE

A. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations). Illumination levels shall not to drop below desired target values in accordance to IES RP-6-15, Page 2, Maintained Average Illuminance and shall be guaranteed for the full warranty period.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Soccer 1	30 fc	2.5:1	96	30' x 30'
Soccer 2	30 fc	2.5:1	96	30 x 30'
Soccer 3	30 fc	2.5:1	60	30' x 30'
Soccer 4	30 fc	2.5:1	60	30' x 30'

B. Color: The lighting system shall have a minimum color temperature of 5700K and a CRI of 75.

Page 2 of 9 M-1995-enUS-5

TECHNICAL SPECIFICATIONS FOR JACK HAMMETT SPORTSATONICAL 2

C. Mounting Heights: To ensure proper aiming angles for reduced glare and to provide better playability, minimum mounting heights shall be as described below. Higher mounting heights may be required based on photometric report and ability to ensure the top of the field angle is a minimum of 10 degrees below horizontal.

# of Poles	Pole Designation	Pole Height
15	A1- A4, B1, B2, C1,	80'
	C2, S1- S6	

1.3 ENVIRONMENTAL LIGHT CONTROL

- A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.
- B. Spill Light and Glare Control: To minimize impact on adjacent properties, spill light and candela values must not exceed the following levels taken at 3 feet above grade.

	Average	Maximum
Spill at Fence Specified Spill Line Horizontal		
Footcandles	0.05 fc	0.25 fc
Spill at Fence Specified Spill Line Max Vertical		
Footcandles	0.05 fc	0.02 fc

- C. Spill Scans: Spill scans must be submitted indicating the amount of horizontal and vertical footcandles along the specified lines. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights. Illumination level shall be measured in accordance with the IESNA LM-5-04 after 1 hour warm up.
- D. The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified testing laboratory with a minimum of five years experience or by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.

1.4 Cost of Ownership

A. Manufacturer shall submit a 25 year Cost of Ownership summary that includes energy consumption, anticipated maintenance costs, and control costs. All costs associated with faulty luminaire replacement - equipment rentals, removal and installation labor, and shipping - are to be included in the maintenance costs.

PART 2 - PRODUCT

2.2 SPORTS LIGHTING SYSTEM CONSTRUCTION

- A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be

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TECHNICAL SPECIFICATIONS FOR JACK HAMMETT SPORTS AT PARTIENT 2

stainless steel, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

- C. System Description: Lighting system shall consist of the following:
 - 1. Galvanized steel poles and cross-arm assembly.
 - 2. Non-approved pole technology:
 - a. Square static cast concrete poles will not be accepted.
 - b. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long term performance concerns.
 - 3. Lighting systems shall use concrete foundations. See Section 2.4 for details.
 - a. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
 - b. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or re-inforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.
 - 4. Manufacturer will supply all drivers and supporting electrical equipment
 - a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral drivers are not allowed.
 - b. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2 2002.
 - 5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
 - 6. All luminaires, visors, and cross-arm assemblies shall withstand 150 mi/h winds and maintain luminaire aiming alignment.
 - 7. Control cabinet to provide remote on-off control, monitoring, and entertainment features of the lighting system. See Section 2.3 for further details.
 - 8. Contactor cabinet to provide on-off control.
 - Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
 - a. Integrated grounding via concrete encased electrode grounding system.
 - b. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.
 - 10. Enhanced corrosion protection package: Due to the potentially corrosive environment for this project, manufacturers must provide documentation that their products meet the following

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TECHNICAL SPECIFICATIONS FOR JACK HAMMETT SPORTSATONICAL 2

enhanced requirements in addition to the standard durability protection specified above:

- a) Exposed carbon steel horizontal surfaces on the crossarm assembly shall be galvanized to no less than a five (5) mil average thickness.
- b) Exposed die cast aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
- c) Exposed extruded aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
- D. Safety: All system components shall be UL listed for the appropriate application.

2.2 **ELECTRICAL**

- A. Electric Power Requirements for the Sports Lighting Equipment:
 - 1. Electric power: 480V Volt, 3 Phase
 - 2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
- B. Energy Consumption: The kW consumption for the field lighting system shall be 90.60 kW.

2.3 CONTROL

- A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- B. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
- C. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- D. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- E. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

- 1. Cumulative hours: shall be tracked to show the total hours used by the facility
- 2. Report hours saved by using early off and push buttons by users.
- F. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.
- G. Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

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2.4 STRUCTURAL PARAMETERS

- A. Wind Loads: Wind loads shall be based on the 2019 California Building Code. Wind loads to be calculated using ASCE 7-16, a design wind speed of 95mi/h, exposure category C and wind importance factor of 1.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2009 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-5).
- C. If no geotechnical report is available, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2016 CBC Table 1806.2.

PART 3 - EXECUTION

3.1 SOIL QUALITY CONTROL

- A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
 - 1. Providing engineered foundation embedment design by a registered engineer in the State of CA for soils other than specified soil conditions;
 - 2. Additional materials required to achieve alternate foundation;
 - 3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.2 <u>DELIVERY TIMING</u>

A. Delivery Timing Equipment On-Site: The equipment must be on-site 10-12 weeks from receipt of approved submittals and receipt of complete order information.

3.3 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.
- B. Field Light Level Accountability
 - 1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 years. These levels will be specifically stated as "guaranteed" on the illumination summary provided by the manufacturer.
 - 2. The contractor/manufacturer shall be responsible for conducting initial light level testing and an additional inspection of the system, in the presence of the owner, one year from the date of commissioning of the lighting.
 - The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.
- C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.4 WARRANTY AND GUARANTEE

A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer

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TECHNICAL SPECIFICATIONS FOR JACK HAMMETT SPORTS ATT AND ALCOHOLOGICAL SPECIFICATIONS FOR JACK HAMMETT SPORTS ATT ALCOHOLOGICAL SPECIFICATION SPECIFIC

- shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- B. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance. Owner agrees to check fuses in the event of a luminaire outage.

PART 4 – DESIGN APPROVAL

4.0 PRE-BID SUBMITTAL REQUIREMENTS (Non-Musco)

- A. Design Approval: The owner / engineer will review pre-bid submittals per section 4.0.B from all the manufacturers to ensure compliance to the specification 10 days prior to bid. If the design meets the design requirements of the specifications, a letter and/or addendum will be issued to the manufacturer indicating approval for the specific design submitted.
- B. Approved Product: Musco's Light-Structure System[™] with TLC for LED[™] is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs.
- C. All listed manufacturers not pre-approved shall submit the information at the end of this section at least 10 days prior to bid. An addendum will be issued prior to bid; listing approved lighting manufacturers and the design method to be used.
- D. Bidders are required to bid only products that have been approved by this specification or addendum by the owner or owner's representative. Bids received that do not utilize an approved system/design, will be rejected.

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TECHNICAL SPECIFICATIONS FOR JACK HAMMETT SPORTSATO AND 12

REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED) 10 DAYS PRIOR TO BID

All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. **Submit checklist below with submittal.**

Yes/ No	Tab	Item	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	В	Equipment Layout	Drawing(s) showing field layouts with pole locations
	С	On Field Lighting Design	 Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaries, total kilowatts, average tilt factor; light loss factor.
	D	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined on bid drawings) in footcandles. Lighting design showing glare along the boundary line in candela. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.
	E	Photometric Report	Provide first page of photometric report for all luminaire types being proposed showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
	F	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed to not fall below target levels for warranty period.
	G	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of CA, if required by owner.
	н	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system. They will also provide ten (10) references of customers currently using proposed system in the state of CA.
	I	Electrical Distribution Plans	Manufacturer bidding an alternate product must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of CA.
	J	Warranty	Provide written warranty information including all terms and conditions. Provide ten (10) references of customers currently under specified warranty in the state of CA.
	К	Project References	Manufacturer to provide a list of five (5) projects where the technology and specific fixture proposed for this project has been installed in the state of CA. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number.
	L	Product Information	Complete bill of material and current brochures/cut sheets for all product being provided.
	M	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.

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TECHNICAL SPECIFICATIONS FOR JACK HAMMETT SPORTSATO AND 12

N	Non-	Manufacturer shall list all items that do not comply with the specifications. If in full compliance,
IN	Compliance	tab may be omitted.

The information supplied herein shall be used for the purpose of complying with the specifications for Jack Hammett Sports Complex LED Retrofit. By signing below I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer:	Signature:
Contact Name:	Date:/
Contractor:	Signature:

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Jack Hammett Sports Complex LED Retrofit Costa Mesa, CA Retrofit Scope of Work

Customer Responsibilities:

- 1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
- 2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
- 3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
- 4. If existing underground wiring is being used ensure usability.
- 5. Pay any necessary power company fees and requirements.
- 6. Pay all permitting fees.
- 7. Provide any existing as-built documents or drawings.
- 8. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

- 1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
- 2. Provide poletop luminaire assembly on all poles
- 3. Provide fixture layout and aiming diagram.

Contractor Responsibilities

General:

- 1. Obtain any required permitting.
- 2. Contact your local UDig for locating underground public utilities and confirm they have been clearly marked.
- Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
- 4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
- 5. Provide storage containers for material, (including electrical components enclosures), as needed.
- 6. Provide necessary waste disposal and daily cleanup.
- 7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
- 8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- 9. Provide startup and aiming as required to provide complete and operating sports lighting system.
- 10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.



Retrofit Musco Equipment to Existing Poles:

- 1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
- 2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
- 3. For concrete poles provide new lightning down conductor(aluminum) and ⁵/₈ in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
- 4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
- 5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
- 6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
- 7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.

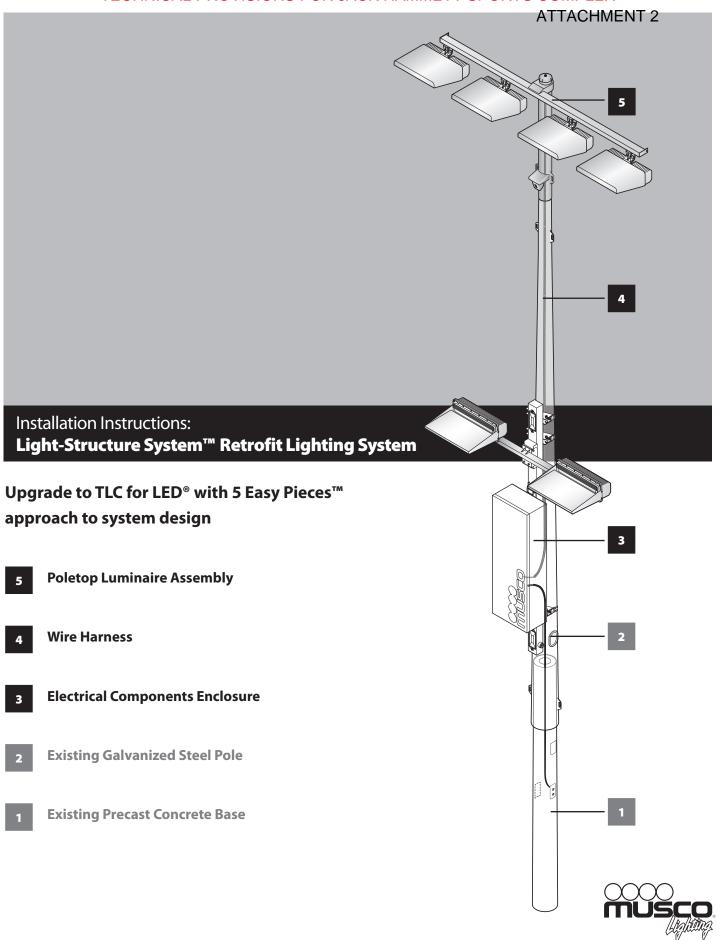
- a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
- b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
- c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
- d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
- e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
- f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
- g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
- h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
- i. Jobsite shall be policed daily for compliance to the above conditions.



- j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
- 2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
 - a. Review and understand installation instructions are provided with every product installation.
 - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
 - c. Verify that components have been assembled per Musco installation instructions.
 - d. Verify plumb of concrete foundations prior to standing of poles.
- 3. PROVIDING A QUALITY INSTALLATION TEAM.
 - a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
 - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
 - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
 - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



TECHNICAL PROVISIONS FOR JACK HAMMETT SPORTS COMPLEX



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We Make It Happen.

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Before You Begin

Safety Information

Electrical Safety Guidelines

Use extreme caution near overhead power lines or underground utilities. Observe all safety precautions for high-voltage equipment. Only qualified personnel may perform wiring. Follow all applicable building and electrical codes.

General Safety Guidelines

Follow proper safety procedures during installation. Installers must wear the appropriate personal protective equipment including:

- Hard hat
- Steel-toed shoes
- Leather work gloves
- Eye protection

Locate all underground utilities prior to digging.

All tools and equipment supplied by Musco are designed for specific use as described in these instructions. Do not use them in any other manner. Do not alter structural members in any way, such as bend, weld, or drill, without prior authorization from Musco.

Luminaires generate up to 2.6 mA per driver on the equipment grounding conductor and are designed to meet leakage current requirements per IEC 61347-1.

The luminaires should be positioned so that prolonged staring into the luminaire at a distance closer than 12–37 m (40–121 ft) is not expected, per IEC/TR 62778. See table.

Luminaire	Distance
TLC-LED-400	24 m (79 ft)
TLC-LED-550	24 m (79 ft)
TLC-BT-575	20 m (65 ft)
TLC-LED-600	24 m (79 ft)
TLC-LED-900	24 m (79 ft)
TLC-LED-1200	37 m (121 ft)
TLC-LED-1500	37 m (121 ft)

About These Instructions

These instructions give basic assembly procedures for the Light-Structure System retrofit. They are not a comprehensive guide to all possible situations. Direct any questions to your local Musco representative.

Throughout this manual note these important symbols:



The safety alert symbol alerts you of situations that require care and caution to avoid serious personal injury.



The tip symbol points out advice that makes installation easier.



The stop and check symbol signals you to stop and verify conditions before proceeding.



The recycle symbol identifies recyclable materials.



The contact Musco symbol appears in special situations where you may need to contact Musco for further information.



The go-to arrow indicates a branch in a procedure for special situations. In the case of optional equipment, the instructions may be in another document.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Before You Begin

Standard Tools/Supplies Checklist

Refer to supplemental instructions provided for additional tools required.

ontractor/installer supplied tools	Function	Page
Hammer, pry-bar, banding cutters	Unloading equipment	7
Ground resistance meter	Verifying existing lightning ground system	8
Angle grinder	Removal of poletop luminaire assembly	12
Dead blow mallet	Removal of poletop luminaire assembly	12
Two 1½ ton chain-type come-alongs	Jacking pole sections together	27
Large Phillips-head screwdriver	Tightening captive screws to seal enclosure to pole hub	11, 16
Standard screwdriver	Tightening distribution lugs, 45 A disconnect switch	10, 35
Torque wrench with %, % and % in sockets	Tightening luminaire retaining cable and spreader bar hardware. Must cover a range of torque from 5 ft•lb to 40 ft•lb (6 N•m to 55 N•m)	17, 32
Torque wrench to cover the following ranges: 60 in·lb (6.8 N·m) to 120 in·lb (13.6 N·m) 16 ft·lb (21.7 N·m) to 40 ft·lb (54.2 N·m)	Proper torquing of fasteners	17-32
Electrical fish tape, electrician's tape	Feeding wire harness through pole	17
Spray paint, chalk, or flags	Marking points to sight in aiming	28
10 ft (3 m) stepladder or small line truck	Connecting supply wires to electrical enclosure	34, 35
usco supplied tools	Function	Page
% in wrench	Tightening poletop set screw, pole cap fastener, enclosure hanger bolt, and spreader bar hardware	11-32
1% in socket, extension, breaker bar, and $1%$ in wrench	Tightening structural fasteners	13, 31
% in ratcheting combination wrench	Tightening captive bolts to secure luminaire assembly	26
⅓₂ in hex key	Attaching handhole covers on base and steel pole	33, 35
% in hex key	Attaching grounding conductors inside electrical enclosure	35
% in hex key	Attaching grounding conductors inside pole at handhole	35
5 mm hex key	Landing primary feed wires on 125 A disconnect switch	35
Dishwashing liquid (original Dawn®, ECOS® Pro, or DIAO $^{\rm m}$ brand)	Lubricating pole slip-fit connections	27
lachinery needed	Function	Page
Crane or forklift with nylon strapping and 8 ft (2.5 m) sling (sized to weight of poletop luminaire assembly)	Unloading materials, poletop assembly	7, 11 – 13, 21, 27
Manlift or bucket truck	Poletop setting and removal, enclosure setting and removal	7, 11 – 13, 21, 27
Load-rated crane, nylon slings, and shackles	Setting poletops	9 – 13, 21 – 25 – 35

Documents You Need

- ☐ Musco Pole Assembly Drawing
- Field Aiming Diagram
- ☐ Control System Summary



If you do not have all of these documents, contact your local Musco representative.



Before You Begin

Electrical System Requirements

A qualified electrician must handle the electrical supply installation and hook-up in accordance with national, state, and local codes. Your electrician should review this information before installation begins.

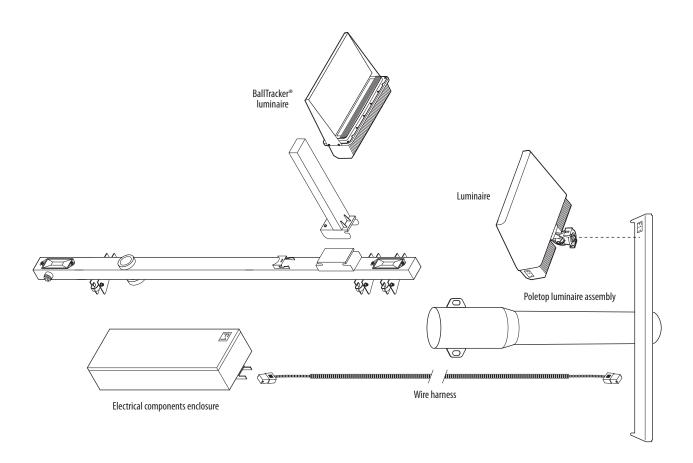
Ensure supply wiring is rated for 90°C. Review the label inside the electrical components enclosure door and *Control System Summary* for voltage and phase requirements.

Always dispose of electronic waste in accordance with all applicable laws and regulations.

Components Matching and Labeling

Pole locations are identified by a pole ID (A1, A2, B1, B2, etc.) on the *Field Aiming Diagram*. These IDs are also marked on the individual components:

- Poletop luminaire assemblies, bolt-on crossarms, and luminaire shipping cartons
- Wire harnesses
- Electrical components enclosures





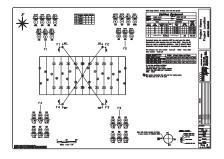
Before You Begin

Documents We Provide

Field Aiming Diagram

The Field Aiming Diagram is your map for locating all poles on your project. It gives this information:

- Pole IDs, locations, and heights
- Luminaire IDs
- Common aiming point for all poles, or individual aiming points for each pole
- Full load current for each luminaire



Control System Summary

Projects with a control system include a *Control System Summary*. It gives this information:

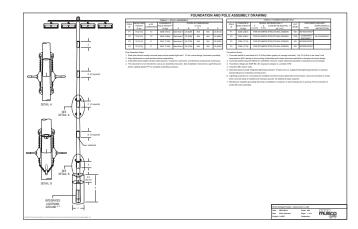
- Control system diagram and details
- Contactors and cabinets
- · Lighting circuits
- Voltage, phase, and frequency
- Full load current for each circuit



Musco Pole Assembly Drawing

This drawing provides information related to the installation of the poletop luminaire assembly.

- Poletop or crossarm weight
- Poletop luminaire assembly minimum overlaps



Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Before You Begin

Unloading Instructions

A typical shipment includes electrical components enclosures, wire harnesses, and poletop luminaire assemblies with luminaires.



For ease of installation, set all matched components by the proper pole location as noted on the *Field Aiming Diagram*.

Tools/Materials Needed

- ☐ Crane with nylon web sling or forklift (load rated)
- □ Hammer
- Pry bar
- Banding cutters



Warning Crushing hazard.

Do not cut shipping bands or remove blocking from equipment until it is supported by unloading equipment.

- Check bill of lading to verify you have all materials.
- Inspect all materials for shipping damage.
- Store electrical components enclosures and luminaires in a dry location or cover with tarp until ready to install.



If additional information is needed, contact your local Musco representative.



Please recycle.

Luminaires, wire harnesses, and other components are shipped in recyclable cardboard packaging.





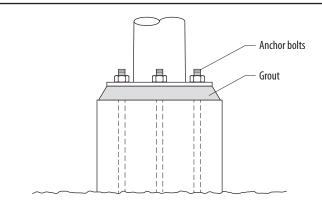




Before You Begin

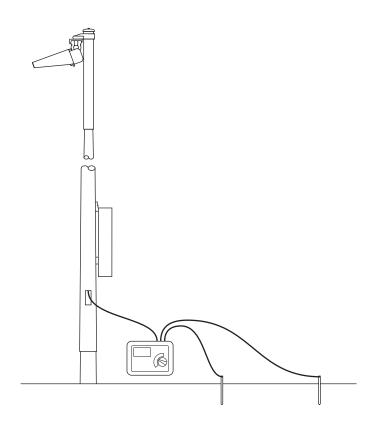
Inspections

- A qualified inspector must examine the base and pole sections for damage or prior field modifications.
- Repair grout on baseplate poles (if necessary).

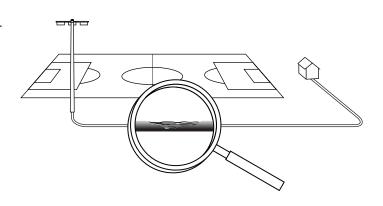


If pole is equipped with an external ground rod, test earth ground connection of pole. If greater than 25 ohms, install additional ground rod and retest.

Repeat until < 25 ohms.



- To the extent possible, inspect power supply wiring for good condition. Leakage current should not exceed 20 mA.
- Notify your local Musco representative if concerns are identified with any of these items.





TECHNICAL PROVISIONS FOR JACK HAMMETT SPORTS COMPLEX

Installation Instructions: Light-Structure System™ Retrofit Lighting System

Disassembly

Overview

Remove the existing equipment to be replaced: electrical components enclosures, wire harness, and poletop luminaire assembly (or bolt-on crossarms).

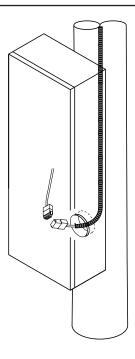
Tools/Materials Needed

Mu □	sco Supplied (For bolt-on crossarms.) 11⁄16 in socket, ¾ in drive
	Breaker bar, ¾ in drive
	4 in extension, ¾ in drive
	11/16 in wrench
Cor	ntractor Supplied ‰ in wrench, ‰ in socket and ratchet
	Angle grinder with metal cutting wheel
	Crane and slings to support poletop luminaire assembly
	Dead blow hammer
	Ratchet, 34 in drive



Disassembly

In electrical components enclosure, disconnect pole harness from enclosure harness. Feed end of pole harness into pole interior. Cut off connector if necessary.



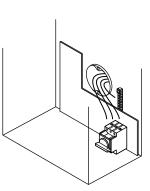


Warning

Risk of electrical shock

Ensure all circuits are disconnected before proceeding

- Disconnect electrical supply wiring and equipment grounding conductor.
- Remove wire harnesses between top, middle, and bottom boxes.
- Remove wiring between stacks.



Disassembly

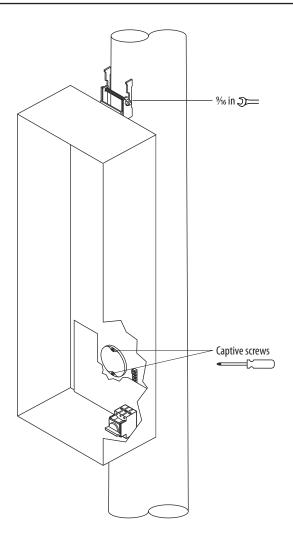
- Using % in wrench and Phillips screwdriver, loosen enclosure hanger bolts, and captive hub screws.
- Using a crane and sling, remove enclosures from the stack, starting at the top.



Caution

Electrical components enclosures are heavy.

Enclosures may weigh up to 225 lb (102 kg). Lift with caution.



- Disconnect middle wire support grip on poles greater than 80 ft (24.5 m).
- Leave the pole harness connected to the poletop luminaire assembly. It will pull out as the poletop is removed.





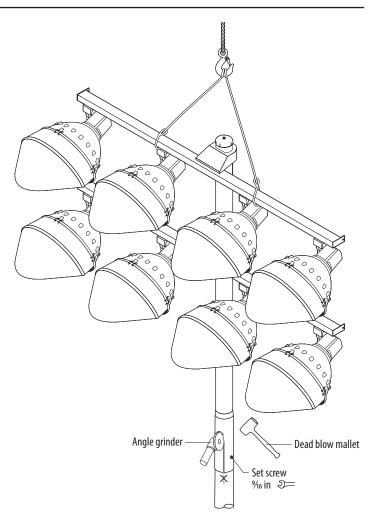
Disassembly

- Determine if entire poletop luminaire assembly (welded crossarms) or crossarms only (bolted crossarms) will be replaced.
- If replacing bolt-on crossarms, skip to *Bolt-on Crossarm Removal*.
- Using % in wrench, loosen set screw.
- Use crane to sling around the top crossarm and provide a slight separating force to the poletop.

Warning Crushing hazard.

Do not attempt to "pop off" the poletop using the crane only as the high separating forces can cause an uncontrolled separation and potential injury.

- Use an angle grinder to make a relief cut in the overlap area of the poletop luminaire assembly. Do not damage the pole section underneath the poletop.
- Tap on the poletop with a dead blow mallet until it begins to move and separate.

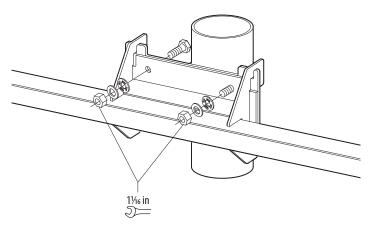


Disassembly

Bolt-On Crossarm Removal

Use crane and sling to support crossarm.

Use supplied breaker bar, 11/16 in socket, extension, and wrench to remove crossarm retaining bolts.





Electrical Components Enclosure and BallTracker® Luminaire

Overview

The electrical components enclosure is factory-wired and tested. It contains essential electrical components of the lighting system in an accessible location.

Tools/Materials Needed

Musco Supplied

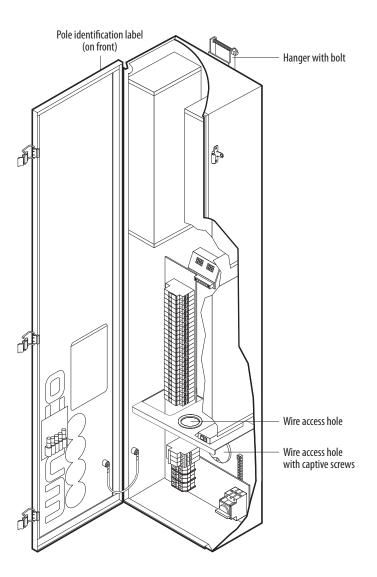
- ☐ ½ and % in offset combination wrenches
- Snips
- ☐ Field Aiming Diagram

Contractor Supplied

- ☐ Torque wrench with ½ and ¾ in sockets
- ☐ Large Phillips-head screwdriver
- Measuring tape
- Marker
- ☐ 10 ft (3 m) stepladder or small line truck



Consult project documents to determine if your enclosures will mount on existing hangers or if new mounting bracket has been provided.



Electrical Components Enclosure and BallTracker® Luminaire

Round Pole Strap Selection

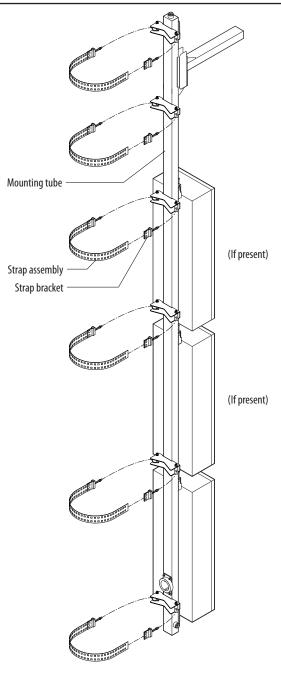
Diameter	Round Pole Strap Length
0-17 in (0-432 mm)	45 in (1143 mm)
17.01 – 22 in (432 – 559 mm)	60 in (1524 mm)
22.01 – 28 in (559 – 711 mm)	78 in (1981 mm)
28.01 – 34 in (711 – 864 mm)	96 in (2438 mm)
34.01 – 40 in (864 – 1016 mm)	114 in (2896 mm)
40.01 – 46 in (1016 – 1168 mm)	132 in (3353 mm)

Square Pole Strap and Bracket Selection

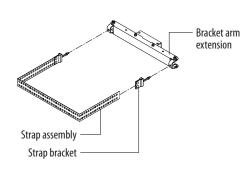
Width	Strap Length	Bracket Arm Extension Width
0-12 in (0-304 mm)	45 in (1143 mm)	14 in (356 mm)
12.01 – 16 in (304 – 406 mm)	60 in (1524 mm)	18.5 in (470 mm)
16.01 – 20 in (406 – 508 mm)	78 in (1981 mm)	22.5 in (572 mm)
20.01 – 24 in (508 – 610 mm)	96 in (2438 mm)	26.5 in (673 mm)
24.01 – 28 in (610 – 711 mm)	114 in (2896 mm)	30.5 in (775 mm)



Mounting tubes are marked with pole ID. One strap assembly and one strap bracket required per mounting arm (as shown).



Round pole option (shown)



Option for square pole



Electrical Components Enclosure and BallTracker® Luminaire



Verify pole ID on electrical components enclosure matches pole location on Field Aiming Diagram.

Assembly Procedure

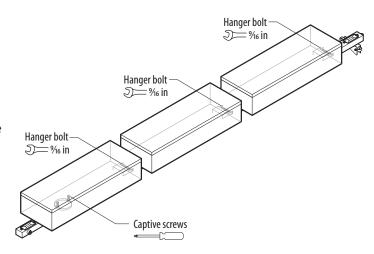


Caution

Electrical components enclosures are heavy.

Electrical components enclosure may weigh up to 65 lb (30 kg). Lift carefully with two people to avoid injury.

- Mount bottom enclosure on tube. Align wire access hole with hub. Tighten captive screw using Phillipshead screwdriver. Tighten hanger bolt with %6 in
- Mount middle and/or top enclosures. Align access hole with hub and slide box onto hanger bracket. Tighten hanger bolt with % in wrench.

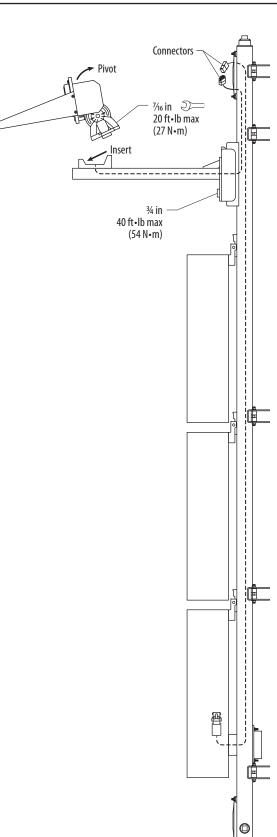


Electrical Components Enclosure and BallTracker® Luminaire

- If pole includes a BallTracker® luminaire, attach bracket using ¾ in socket and torque wrench. Tighten captive bolts to 40 ft•lb (54 N•m).
- Position crossarm near poletop, and feed crossarm wire harness through hole in center of poletop plate.

Route crossarm wire harness to upper handhole for connection to pole harness.

- Ensure crossarm wire harness is not pinched between mating plates.
- Attach luminaire using % in wrench. Tighten captive screws until fully tight. Do not exceed 20 ft-lb (27 N-m).
- Pull BallTracker® wire harness through tube.
 Feed bottom of harness into enclosure hub.
- Fish all pole wire harnesses between poletop and appropriate electrical components enclosure(s). Use handholes to access tube and aid in routing pole harness. Ensure protective sleeve extends through access hub and tuck harnesses behind subpanel.
- Attach support grips at top handhole.
- Mate quick-connectors at poletop and inside electrical components enclosure(s). Match driver/luminaire IDs.





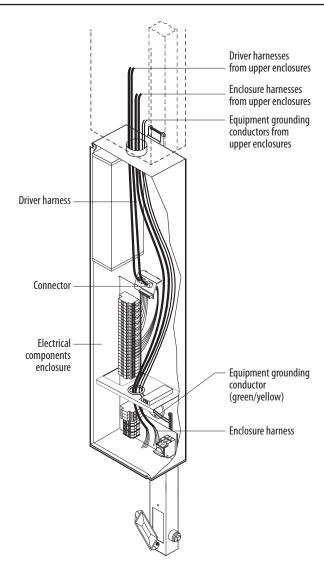
Installation Instructions: Light-Structure System™ Retrofit Lighting System

Electrical Components Enclosure and BallTracker® Luminaire



Only qualified personnel may perform wiring. Route wires as shown, but leave the final connections for your electrician.

- Route driver harnesses from top and middle enclosures to bottom enclosure and plug into connector mounted in bracket.
- Route equipment grounding conductor and enclosure harnesses from top and middle enclosures to bottom enclosure.



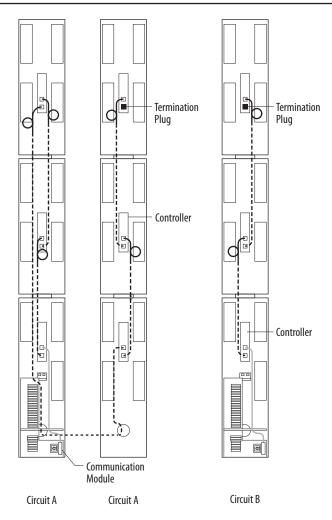


Electrical Components Enclosure and BallTracker® Luminaire

Skip Step 9–10 if controller not present

Pull communication cables down from top and middle boxes and plug into controller in enclosure below as shown.

Connections between stacks must be done after stacks are mounted on the pole.





Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

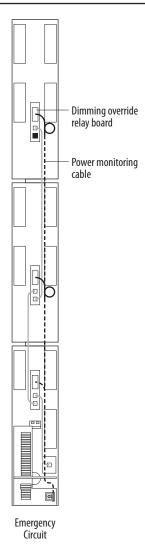
Electrical Components Enclosure and BallTracker® Luminaire



Skip Step 10 if emergency egress lighting dimming override relay board is not present.

13

Pull power monitoring cable from dimming override relay board in top and middle enclosures down to bottom enclosure and land black wire on terminal block M1 and blue/white wire on terminal block M2.



Electrical Components Enclosure and BallTracker® Luminaire

Installation Procedure



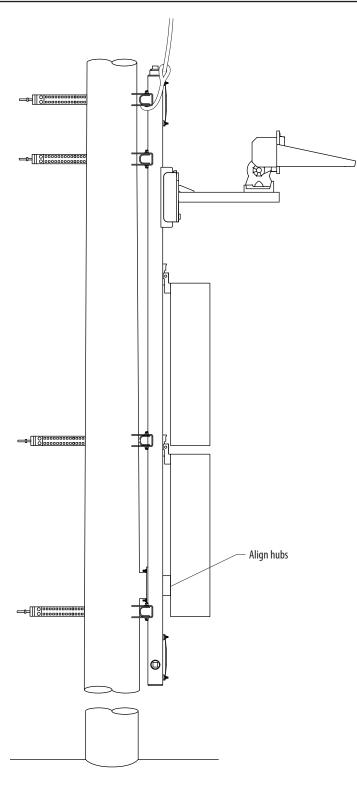
Verify pole ID on electrical components enclosure matches pole location on *Field Aiming Diagram*.

- 1
- Sling enclosure stack under the welded arm for strapping connections (not under the BallTracker luminaire crossarm) and lift enclosure stack.
- 2
- Align hub on tube with pole hub.

Enclosure stacks that are not mounted on a pole hub will include cover plates for tube opening. Ensure these plates are installed.



BallTracker® luminaires should face the field. If pole hub does not face the field, contact your Project Engineer or local Musco representative.





Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Electrical Components Enclosure and BallTracker® Luminaire

- Cut straps to required length. Pull tight around pole and trim excess within 1 in (25 mm) of strap bracket. Cut across square holes, not between them.
- Attach brackets to pole. Torque 5% in strap bracket hardware A to 12 ft•lb (16 N•m) using ½ in socket and torque wrench. Torque all % in tensioning nuts B to 20 ft•lb (27 N•m) using % in socket and torque wrench.



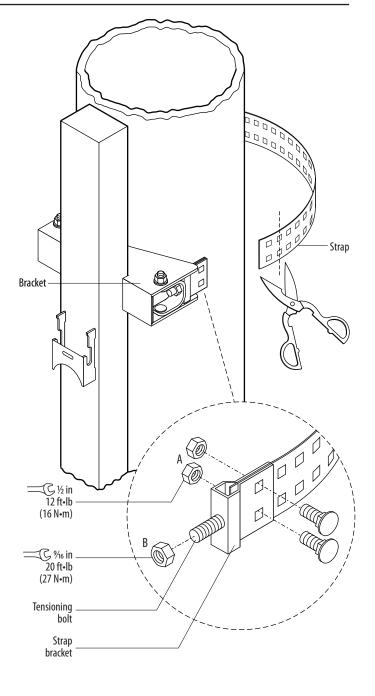
Caution

Falling equipment hazard

Ensure you meet torque values specified on all tensioning hardware.

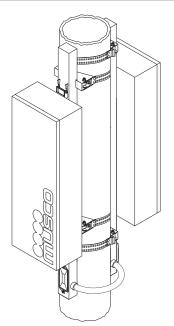


If tensioning bolt is fully seated and strap is not yet tight, trim strap at next set of holes and repeat step 4.



Electrical Components Enclosure and BallTracker® Luminaire

Repeat steps 3 and 4 for back-to-back or multiple stacks.



6

Use 1¼ in hubs provided to run flex conduit between electrical component enclosure stacks.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Luminaire Attachment

Overview

Luminaires are factory built and shipped in individual cartons. They are aimed in the factory and ready for installation. Do not disassemble knuckle.

Tools/Materials Needed

Musco Supplied

☐ 1/16 in ratcheting combination wrench



Leave luminaires in box until ready to assemble. Keep protective cover on luminaire until ready to set pole. Do not leave luminaires unassembled from crossarm in wet conditions.

Contractor Supplied:

☐ Torque wrench with 7/6 in socket

Assembly Procedure



Verify pole ID on luminaire cartons matches pole and location on *Field Aiming Diagram*.



Remove and discard orange protective caps from luminaire knuckle and mounting plate that cover electrical connections. Do not remove orange tag around captive bolts.

Note: The luminaire style may vary from what is shown.



Warning

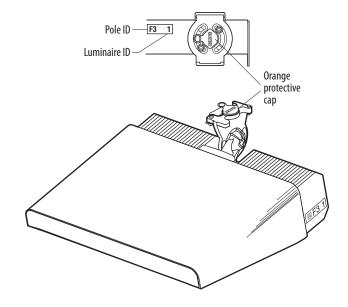
Rotation may be required to assemble all luminaires onto the poletop luminaire assembly. Do not stand under poletop when lifting. Steady with two people holding crossarms. Allow for poletop to safely rotate around when it is high enough for crossarms to clear the ground.



Caution

Equipment Damage

Properly support poletop to ensure luminaires do not get damaged.





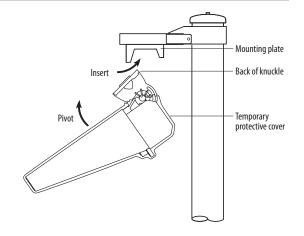
Luminaire Attachment

2

Match luminaire ID to crossarm and install luminaire onto mounting plate. Insert back of knuckle into mounting plate and pivot into position.

Note: The luminaire style may vary from what is shown.

Luminaire	Weight
TLC-LED-400	40 lb (18 kg)
TLC-LED-550	25 lb (11 kg)
TLC-BT-575	34 lb (15 kg)
TLC-LED-600	40 lb (18 kg)
TLC-LED-900	40 lb (18 kg)
TLC-LED-1200	45 lb (20 kg)
TLC-LED-1500	67 lb (30 kg)
TLC-RGB-U	20 lb (9 kg)
TLC-RGBW	40 lb (18 kg)





Caution

Luminaire may be heavy. Lift carefully with two people to avoid injury.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Luminaire Attachment

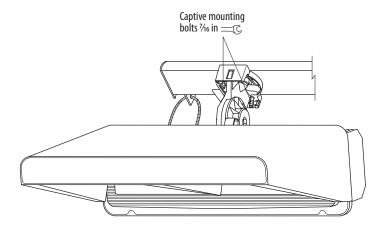
3

Tighten captive mounting bolts. Orange tag will break loose before all bolts are fully tight - continue tightening. Torque must not exceed 20 ft-lb (27 N-m). To avoid overtightening, use provided 7/16 in combination wrench.

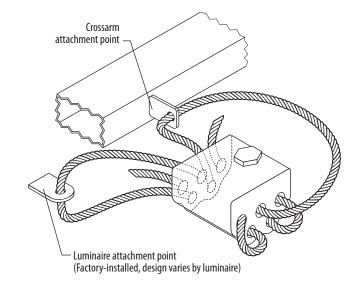


Warning Luminaire may fall if bolts are not tight.

Do not remove tag before tightening bolts.



- Attach luminaire retaining cable (if present). Route luminaire cable through crossarm anchor point, through luminaire block, and back through the block under the set screw. Luminaire attachment point will vary per luminaire design.
- Using \(\frac{7}{6} \) in socket and torque wrench, tighten cable set screw to 60 in lb (6.8 N·m).



Poletop Luminaire Assembly

Overview

The galvanized steel pole and poletop luminaire assembly are designed to slip-fit together. Jacking ears on pole section and poletop assembly provide attachment points to pull sections together. The Musco *Pole Assembly Drawing* gives minimum overlap specifications for each poletop luminaire assembly.

Tools/Materials Needed

Musco Suppl	ied	
-------------	-----	--

mbly Drawina

Contractor Supplied

Two 1½ ton chain come-alongs

- Musco Pole Assembly Drawing
- 1 % in wrench
- Dishwashing liquid (original Dawn®, ECOS® Pro, or DIAO™ brand)



If pole utilizes bolt-on bars, skip to next section. See Musco *Pole Assembly Drawing*.

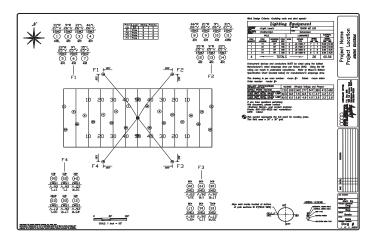
Assembly Procedure



Verify pole ID on each poletop luminaire assembly matches pole location on *Field Aiming Diagram*. Pole ID is labeled on crossarm.

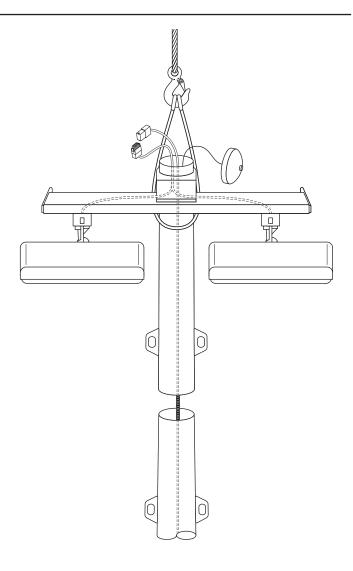
1

Plot and mark aiming point(s) on field. Refer to *Field Aiming Diagram*.



Poletop Luminaire Assembly

- Turn on pole alignment beam.
- Hook pole harness wire support grip to the poletop luminaire assembly u-hook and bundle the pole harness to the bottom crossarm.
- Lubricate top of steel pole section with supplied dishwashing liquid.
- Sling and lift poletop luminaire assembly into place.
- Carefully lower the pole harness(es) down into the pole. The attached cable support hook will prevent the pole harness from dropping.



Poletop Luminaire Assembly



Aim luminaire assembly using alignment beam. Device projects a narrow vertical beam of light that is only visible when you are aligned with it. This step requires two people.

Person A: Stand on field aiming point and look at pole alignment device. It is attached to a luminaire. Walk parallel to crossarms until you see beam. Signal person B to rotate luminaire assembly left or right until beam aligns with aiming point. Beam may be visible, however when pole is aligned, you will see a bright flash as you stand directly on aiming point.

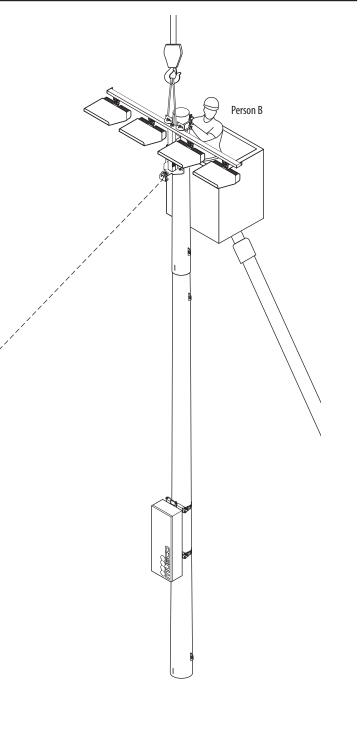
Person B: Following direction from person A, rotate luminaire assembly left or right until it is aligned.



Warning

Falling material hazard

If erecting pole with luminaire assembly attached, do not attach rigging to luminaire assembly. Follow pole supplier instructions for lifting.





Person A

Warning



Laser radiation hazard

Aiming point

Pole alignment beam is safe for viewing at a distance of three feet (one meter) or more. Do not look into beam from closer than three feet (one meter). Do not use binoculars, camera, or telescope to view beam from any distance. Locator beam is a class 2M laser device. Wavelength: 635-660 nm, Laser power for classification: <1 mW continuous, divergence: <1.5 mrad x 1 rad. Using alignment beam in a manner other than as described here may result in hazardous exposure. Do not modify, dismantle, or attempt to repair.



Poletop Luminaire Assembly

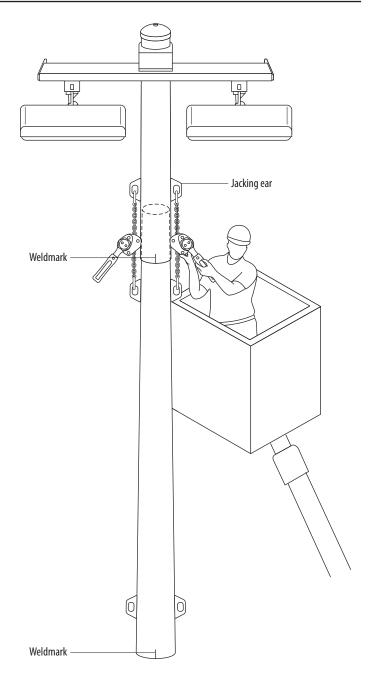
Using two 1½ ton come-alongs, pull poletop luminaire assembly onto pole evenly until tight. Ensure minimum overlap per Musco *Pole Assembly Drawing*.



Ensure alignment is maintained while tightening.

9

Tighten set screw using % in wrench.



Bolt-on Crossarms

Overview

Bolt-on bar style may vary from what is shown. Replacement procedure is identical.

Tools/Materials Needed

Musco Supplied:

- ☐ ¾ in drive 1¼6 in socket
- ☐ ¾ in drive breaker bar
- ¾ in drive 4 in extension
- ☐ 1½ in wrench
- Spreader bars
- → ¾ in fasteners (for spreader bars)
- 5% in structural fasteners
- ☐ % in wrench

Contractor Supplied:

☐ Torque wrench with % in socket

Assembly Procedure



Verify pole ID on crossarm matches ID of pole.

Note: Each crossarm is factory assembled for a specific position on poletop section to ensure correct aiming. Top side of crossarm is labeled with crossarm's position number. Example: Position 1 is installed on first position from top of poletop section.



Position crossarm near poletop, and feed crossarm wire harness through hole in center of poletop plate.

Route wire harness for crossarms 1–3 to top of pole.

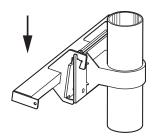
Route wire harness for crossarms 4–7 to handhole below crossarm position 5.

2

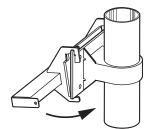
Position crossarm as shown below.



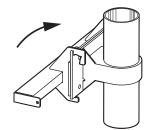
Ensure crossarm wire harness is not pinched between mating plates.











Crossarm

Crossarm wire harness Poletop plate

Crossarm plate

Poletop

Provided

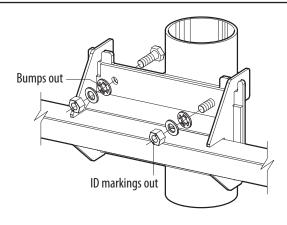
hardware (4 holes)



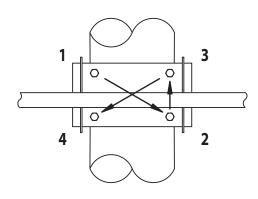
2021 Musco Sports Lighting, LLC · M-2768-en04-1

Bolt-on Crossarms

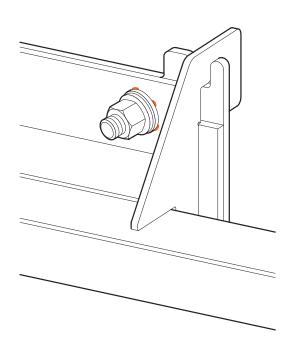
Install bolts through plates with threads away from pole. Place direct tension indicating (DTI) washer next, with flat surface (orange material) against plate, and bumps facing out toward nut. Place flat washer next, followed by nut. Small ID markings on nut must face out to allow proper identification of nut.



Snug all nuts. Using supplied 11/16 in wrench, tighten each nut until plates are in firm contact. Follow tightening sequence shown.



- Using supplied breaker bar, 11/16 in socket, extension, and wrench, tighten each nut until orange extrusion appears from at least three bumps.
- Repeat steps 1–5 for remaining crossarms.
- Do not reuse structural fasteners. Discard if removed or loosened after tightening.



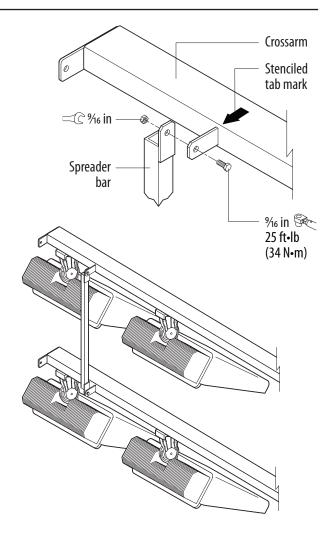


Bolt-on Crossarms

Refer to the Musco Field Aiming Diagram to determine if a pole requires spreader bars. If so, spreader bars are bundled together and marked with the pole ID. Additionally, the pole crossarms are stenciled indicating which tabs to use. Crossarms are joined in groups of two or three with the greatest grouping on top; do not form other groupings.

Install spreader bars with ¾ in fasteners at the locations marked on each crossarm. Torque to 25 ft•lb (34 N•m).

Spreader bars may come in two sizes, 30½ in (775 mm) and 60 in (1524 mm). Always install longer bars to upper three crossarms.





Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Wire Harness

Overview

Tools/Materials Needed

Musco Supplied

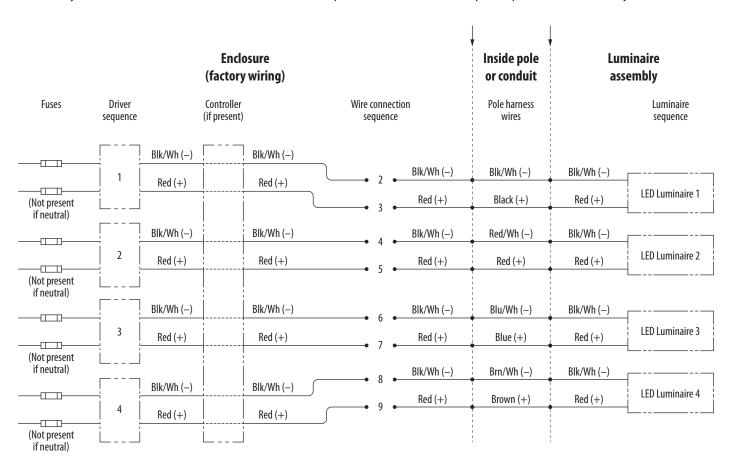
% in wrench

Contractor Supplied

☐ Fish tape

☐ Electrician's tape

The factory-built wire harness connects the electrical components enclosure to the poletop luminaire assembly.



Notes

- 1. Pole harness wire color indicated if provided by Musco.
- 2. Enclosure factory wiring may be different than shown above. One pair of wires per luminaire is required in pole harness.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Wire Harness

Assembly Procedure

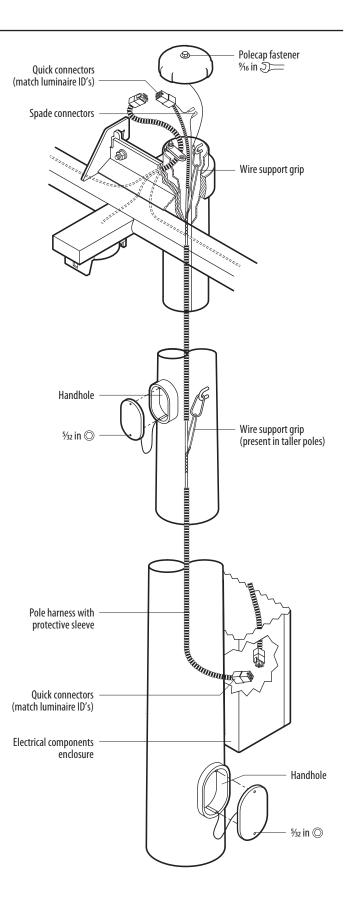


Verify pole ID on wire harness matches pole location on *Field Aiming Diagram*.

- Remove handhole covers using 5/32 in hex key. Remove polecap using 5/36 in wrench.
- Fish all pole wire harnesses between poletop and appropriate electrical components enclosure(s). Use lower handhole to access enclosure hubs. Ensure protective sleeve extends through access hub and tuck harnesses behind subpanel.
- Attach support grips at midpole (if present).
- Mate quick connectors at poletop and inside first stack of electrical components enclosures. Match driver/ luminaire IDs.

For additional stacks of enclosures, connect pole harnesses using the Musco-provided LEVER-NUTS wire connectors. Match luminaire ID and wire polarity per each wire label.

- Use electrical tape to ensure LEVER-NUTS® levers stay secure and don't snag on surrounding wires.
- Replace handhole covers and polecap.





Installation Instructions: Light-Structure System™ Retrofit Lighting System

Connecting to Supply Wiring

Overview

The final step of installation is connecting the supply wiring at the subpanel. Terminals for phase wires and neutral (if used), disconnect switch with lockout, and equipment ground bar are provided on the subpanel in the electrical components enclosure. If there are multiple circuits on the pole, a disconnect is provided for each circuit. This may be on a separate subpanel in another enclosure. Depending on foundation design and/or soil conditions, a supplemental grounding electrode may be required.

Tools/Materials Needed

Musco Supplied

- 3/16 in hex key (ground bar)
- 5/6 in hex key (bonding terminal inside handhole)
- → 5 mm hex key (125 A disconnect terminals)
- Equipment bonding jumper

Contractor Supplied

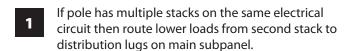
- Standard screwdriver
- ☐ 3 m (10 ft) stepladder or small line truck

Installation Procedure



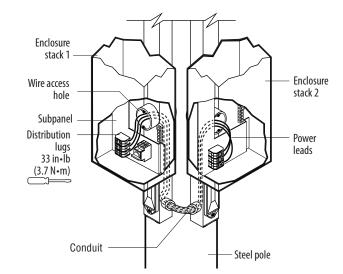
Musco Control System Summary or Field Aiming Diagram provides electrical loading information needed to size wire and switchgear.

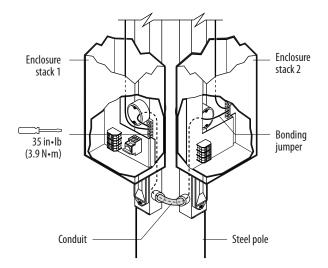
Musco provides instructions for installing Control-Link™ control system or lighting contactor cabinet when these items are part of your project.



Route all power leads for lighting equipment to appropriate subpanel locations.

Connect equipment grounding conductors (green/yellow) from each upper enclosure to equipment ground bar in bottom enclosure. If pole has multiple stacks, connect bonding jumper from stack one. Tighten lugs using 3/6 in hex key.







Installation Instructions: Light-Structure System™ Retrofit Lighting System

Connecting to Supply Wiring

- Remove handhole cover using 5/32 in hex key. Rout supply wiring through access hub into electrical components enclosure.
- Connect insulated equipment grounding conductor (supply) to ground bar. Tighten lug using 3/6 in hex key.
- Disconnect is rated for copper wire only. Contact Musco for adaptor or use UL Listed adaptor for aluminum supply wire.
- Connect phase wires (supply) to disconnect switch.
 Tighten lugs using standard screwdriver (45 A
 disconnect) or 5 mm hex key (125 A disconnect).
 Connect neutral wire (if used) to distribution lug.
 Tighten lug using standard screwdriver.
- Route provided equipment bonding jumper (green/yellow) through access hub to pole grounding lug inside handhole. Tighten lug using 1/16 in hex key.
- Ensure all handhole covers are installed and electrical components enclosure is closed and latched.
- If your project includes a supplemental grounding electrode kit, follow instructions in kit for installing electrode.



Warning Risk of electric shock.

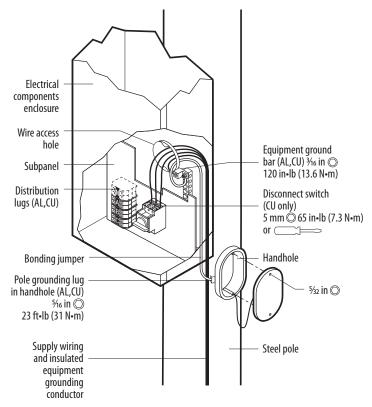
Terminate equipment grounding conductor at equipment ground bar in electrical components enclosure.

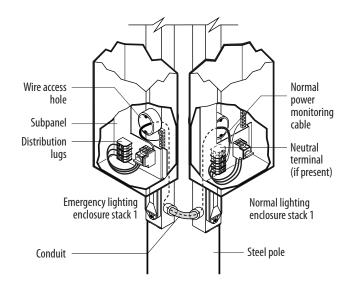


Warning Lightning hazard.

For poles located near metal fences, metal bleachers, or other metal structures, bond structures to pole ground to maintain equal electrical potential.

- Skip step 8 if no emergency egress lighting is present.
- Route cable for normal power to adjacent enclosure stack. Connect black wire and blue/white wire to any two active terminals A, B, C, or neutral, if present, and green wire to ground bar.







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Installation Instructions: Light-Structure System™ Retrofit Lighting System

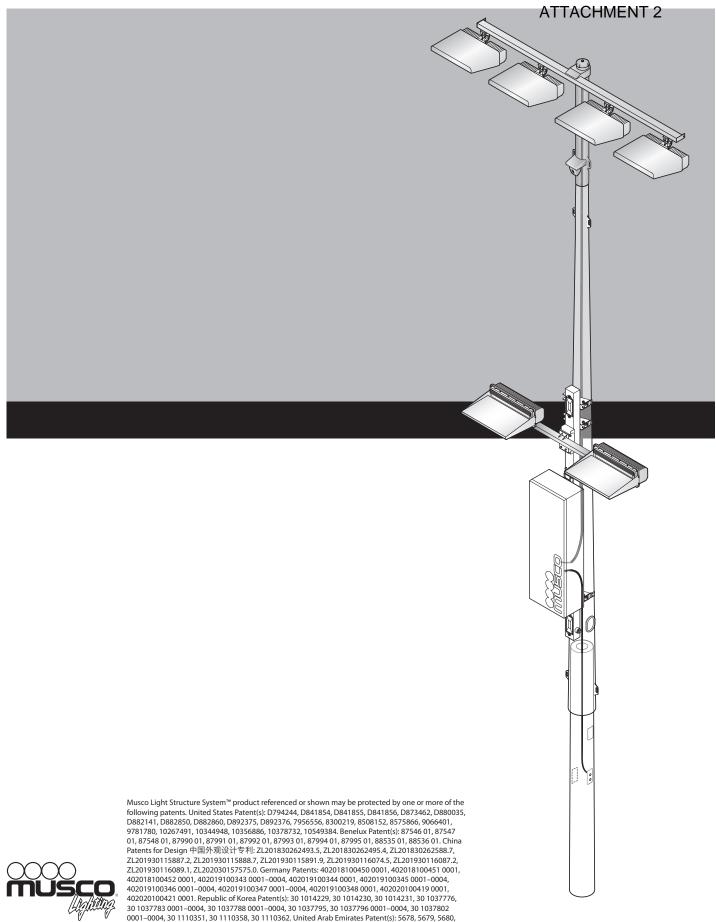
Notes



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Notes





5984, 5985, 5986, 5987, 5988, 5989. United Kingdom Patent(s): 6032011, 6032022, 6032023. 6056943,

6056944, 6056945, 6056946, 6056947, 6056948, 6088584, 6088586, 6088587. U.S. and foreign patents



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pending. [Pat_085A]

ATTACHMENT 2

Jack Hammett Sports Complex LED Retorfit Costa Mesa, CA

Lighting System

-,	Summary					
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1, C1	80'	80'	3	TLC-LED-1500	4.23 kW	Α
A2, C2	80'	80'	2	TLC-LED-1500	2.82 kW	Α
A2, C2	80'	80'	2	TLC-LED-900	1.76 kW	Α
A3, C2	80'	80'	2	TLC-LED-1500	2.82 kW	В
A3, C2	80'	80'	2	TLC-LED-900	1.76 kW	В
A4, C1	80'	80'	3	TLC-LED-1500	4.23 kW	В
B1, D1	80'	80'	4	TLC-LED-1500	5.64 kW	Α
B2, D1	80'	80'	4	TLC-LED-1500	5.64 kW	В
S1, S3	80'	80'	2	TLC-LED-1200	2.34 kW	С
S1, S3	80'	80'	2	TLC-LED-900	1.76 kW	С
S2, S4	80'	80'	2	TLC-LED-1200	2.34 kW	D
S2, S4	80'	80'	2	TLC-LED-900	1.76 kW	D
S3, S5	80'	80'	2	TLC-LED-1200	2.34 kW	E
S3, S5	80'	80'	2	TLC-LED-900	1.76 kW	E
S4, S6	80'	80'	2	TLC-LED-1200	2.34 kW	F
S4, S6	80'	80'	2	TLC-LED-900	1.76 kW	F
15			76		90.60 kW	

Circuit Sumn	nary		
Circuit	Description	Load	Fixture Qty
Α	Soccer 1	28.90 kW	22
В	Soccer 2	28.90 kW	22
С	Soccer 3 North	8.20 kW	8
D	Soccer 3 South	8.20 kW	8
E	Soccer 4 North	8.20 kW	8
F	Soccer 4 South	8.20 kW	8

Fixture Type Summary							
Туре	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	16
TLC-LED-1500	LED 5700K - 75 CRI	1410W	181,000	>120,000	>120,000	>120,000	36
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	24

Single Luminaire Amperage Draw Chart											
Driver Specifications Line Amperage Per Luminaire											
(.90 min power factor)	(max draw)										
Single Phase Voltage	208	220	240	277	347	380	480				
Single Phase Voltage	(60)	(60)	(60)	(60)	(60)	(60)	(60)				
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0				
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6				
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3				

Light Level Summary

Calculation Grid Summary											
Grid Name	Calculation Metric		I	llumination			Circuits	Fixture Qty			
	Calculation Metric	Ave	Min	Max	Max/Min	Ave/Min	Circuits	Fixture Qty			
Soccer 1	Horizontal Illuminance	32.8	26	42	1.63	1.26	Α	22			
Soccer 2	Horizontal Illuminance	32.8	26	45	1.76	1.26	В	22			
Soccer 3	Horizontal Illuminance	30.1	23	39	1.70	1.31	C,D	16			
Soccer 4	Horizontal Illuminance	30.1	23	38	1.66	1.31	E,F	16			
Spill @ Fence	Horizontal	0.04	0	0.20	0.00		A,B,C,D,E,F	76			
Spill @ Fence	Max Vertical Illuminance Metric	0.06	0	0.27	0.00		A,B,C,D,E,F	76			

From Hometown to Professional







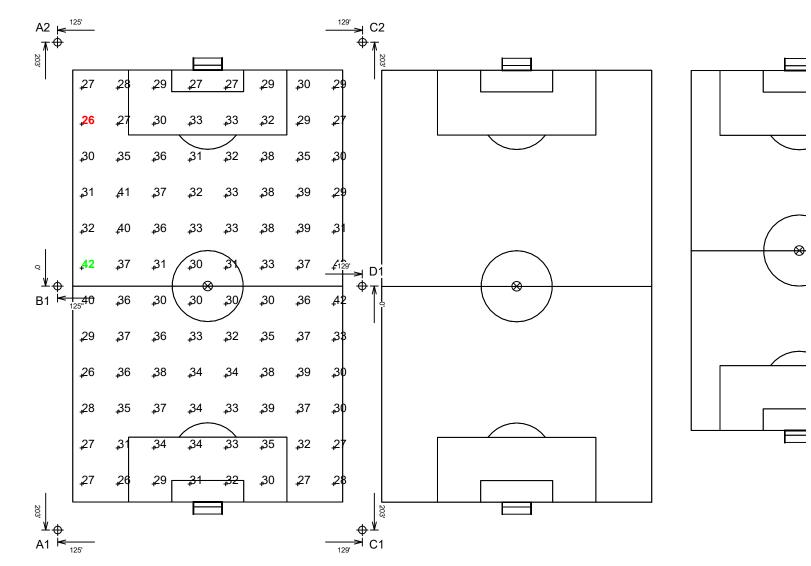




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Equi	Equipment List For Areas Shown												
	Pole	;			Luminaires								
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS					
1	A1	80'	-	80'	TLC-LED-1500	3	3	0					
1	A2	80'	-	80'	TLC-LED-1500	2	2	0					
				80'	TLC-LED-900	2	2	0					
1	B1	80'	-	80'	TLC-LED-1500	4	4	0					
1	C1	80'	-	80'	TLC-LED-1500	6	3	3					
1	C2	80'	-	80'	TLC-LED-1500	4	2	2					
				80'	TLC-LED-900	4	2	2					
1	D1	80'	-	80'	TLC-LED-1500	4/4*	4	4					
6				Totals		33	22	11					

^{*}This structure utilizes a back-to-back mounting configuration



ATTACHMENT 2
Jack Hammett Sports Complex LED Retorfit

Costa Mesa, CA

Grid Summary	
Name	Soccer 1
Size	360' x 225'
Spacing	30.0' x 30.0'
Height	3.0' above grade

Illumination Summary								
	MAINTAINED HORIZONTAL FOOTCANDLES							
	Entire Grid							
Guaranteed Average	30							
Scan Average	32.8							
Maximum	42							
Minimum	26							
Avg/Min	1.28							
Guaranteed Max/Min	2.5							
Max/Min	1.63							
UG (adjacent pts)	1.38							
CU	0.76							
No. of Points	96							
LUMINAIRE INFORMATION								
Applied Circuits	A							
No. of Luminaires	22							
Total Load	28.90 kW							

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



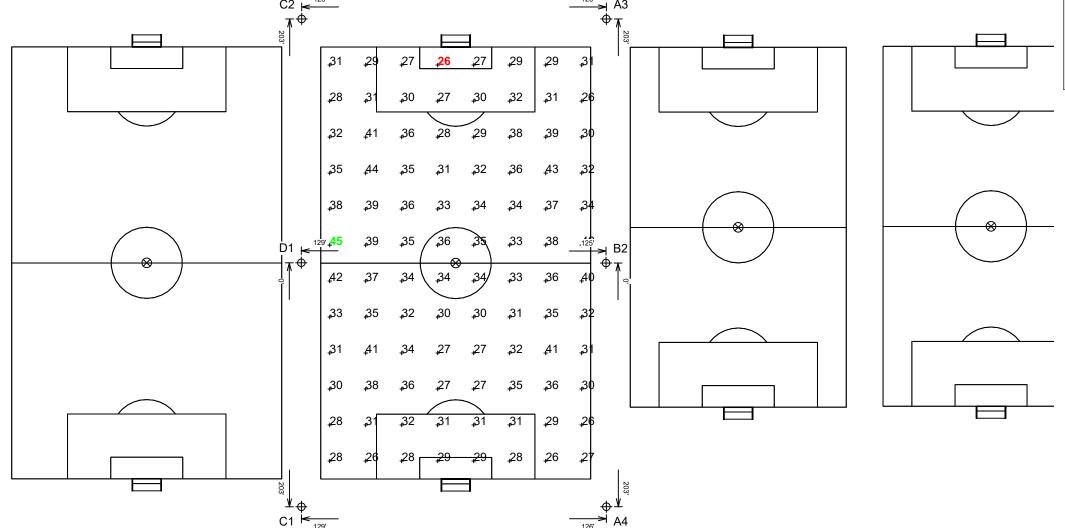
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Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \boxtimes

Equipment List For Areas Shown												
	Pole	;			Luminaires							
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS				
1	A3	80'	-	80'	TLC-LED-1500	2	2	0				
				80'	TLC-LED-900	2	2	0				
1	A4	80'	-	80'	TLC-LED-1500	3	3	0				
1	B2	80'	-	80'	TLC-LED-1500	4	4	0				
1	C1	80'	-	80'	TLC-LED-1500	6	3	3				
1	C2	80'	-	80'	TLC-LED-1500	4	2	2				
				80'	TLC-LED-900	4	2	2				
1	D1	80'	-	80'	TLC-LED-1500	4/4*	4	4				
6				Totals		33	22	11				

^{*}This structure utilizes a back-to-back mounting configuration



ATTACHMENT 2 Jack Hammett Sports Complex LED Retorfit

Costa Mesa, CA

Grid Summary	
Name	Soccer 2
Size	360' x 225'
Spacing	30.0' x 30.0'
Height	3.0' above grade

Illumination Summary									
	MAINTAINED HORIZONTAL FOOTCANDLES								
	Entire Grid								
Guaranteed Average	30								
Scan Average	32.8								
Maximum	45								
Minimum	26								
Avg/Min	1.28								
Guaranteed Max/Min	2.5								
Max/Min	1.76								
UG (adjacent pts)	1.36								
CU	0.76								
No. of Points	96								
LUMINAIRE INFORMATION									
Applied Circuits	В								
No. of Luminaires	22								
Total Load	28.90 kW								

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



We Make It Happen

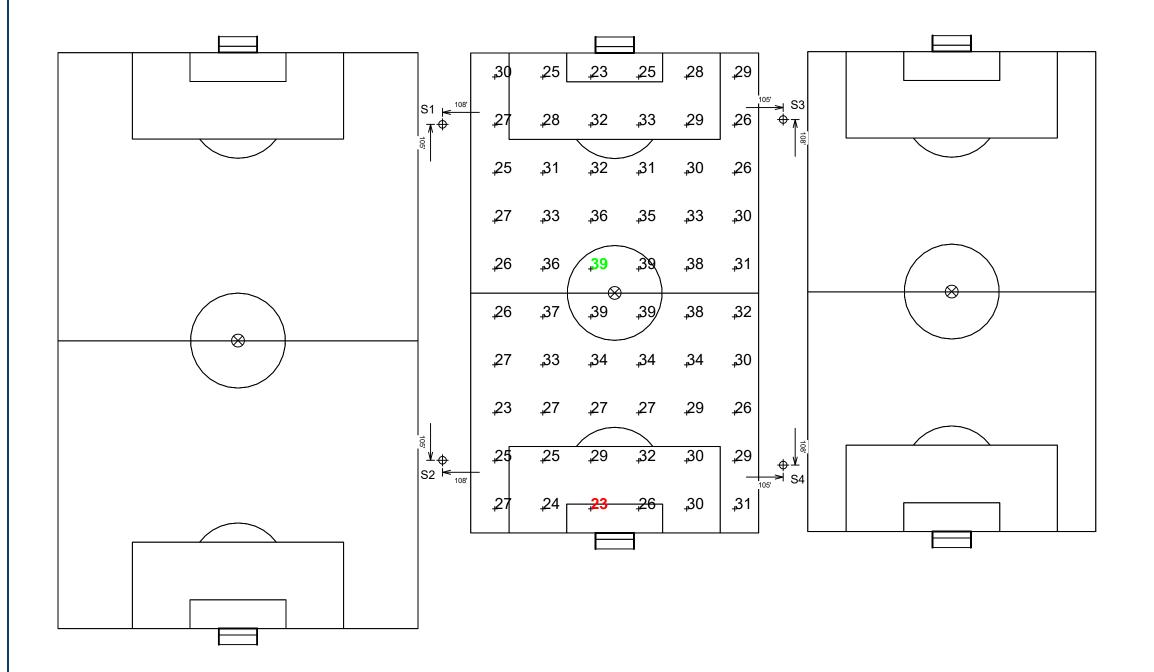
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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

Equi	Equipment List For Areas Shown												
	Pole	9			Luminaires								
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS					
2	S1-S2	80'	-	80'	TLC-LED-1200	2	2	0					
				80'	TLC-LED-900	2	2	0					
2	S3-S4	80'	-	80'	TLC-LED-1200	2/2*	2	2					
				80'	TLC-LED-900	2/2*	2	2					
4				Totals		24	16	8					

^{*}This structure utilizes a back-to-back mounting configuration

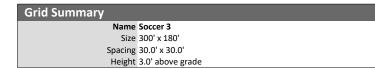


SCALE IN FEET 1:60

Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \boxtimes

ATTACHMENT 2 Jack Hammett Sports Complex LED Retorfit

Costa Mesa, CA



Illumination Summa	ry
	MAINTAINED HORIZONTAL FOOTCANDLE
	Entire Grid
Guaranteed Average	30
Scan Average	30.1
Maximum	39
Minimum	23
Avg/Min	1.30
Guaranteed Max/Min	2.5
Max/Min	1.70
UG (adjacent pts)	1.39
CU	0.79
No. of Points	60
LUMINAIRE INFORMATION	
Applied Circuits	C,D
No. of Luminaires	16
Total Load	16.40 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

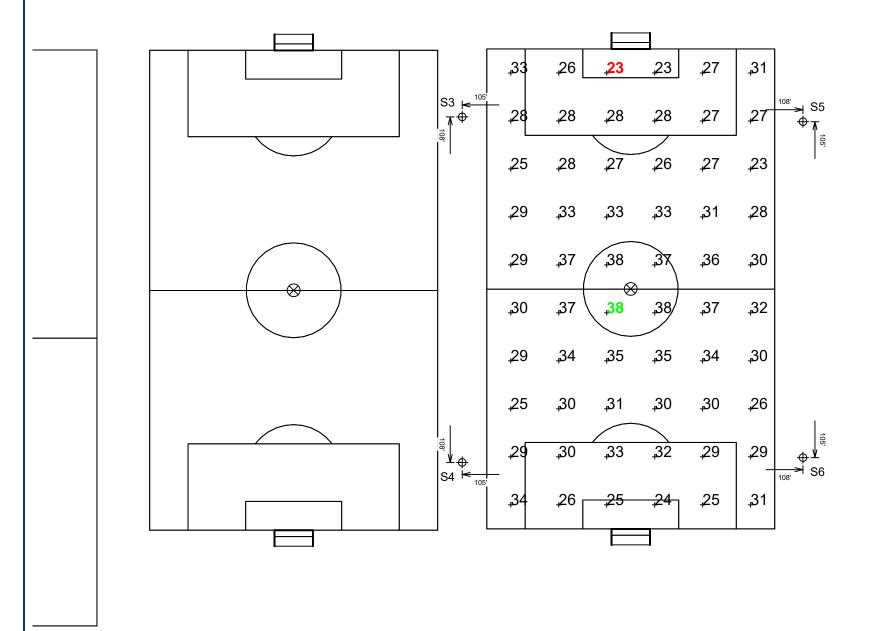
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

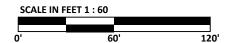


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Equipment List For Areas Shown										
	Pole Luminaires									
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS		
2	S3-S4	80'	-	80'	TLC-LED-1200	2/2*	2	2		
				80'	TLC-LED-900	2/2*	2	2		
2	S5-S6	80'	-	80'	TLC-LED-1200	2	2	0		
				80'	TLC-LED-900	2	2	0		
4				Totals		24	16	8		

^{*}This structure utilizes a back-to-back mounting configuration





Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \boxtimes

ATTACHMENT 2 Jack Hammett Sports Complex LED Retorfit

Costa Mesa, CA

Grid Summary					
Name	Soccer 4				
Size	300' x 180'				
Spacing	30.0' x 30.0'				
Height	3.0' above grade				

Illumination Summary						
	MAINTAINED HORIZONTAL FOOTCANDLES					
	Entire Grid					
Guaranteed Average	30					
Scan Average	30.1					
Maximum	38					
Minimum	23					
Avg/Min	1.30					
Guaranteed Max/Min	2.5					
Max/Min	1.66					
UG (adjacent pts)	1.35					
CU	0.79					
No. of Points	60					
LUMINAIRE INFORMATION						
Applied Circuits	E,F					
No. of Luminaires	16					
Total Load	16.40 kW					

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

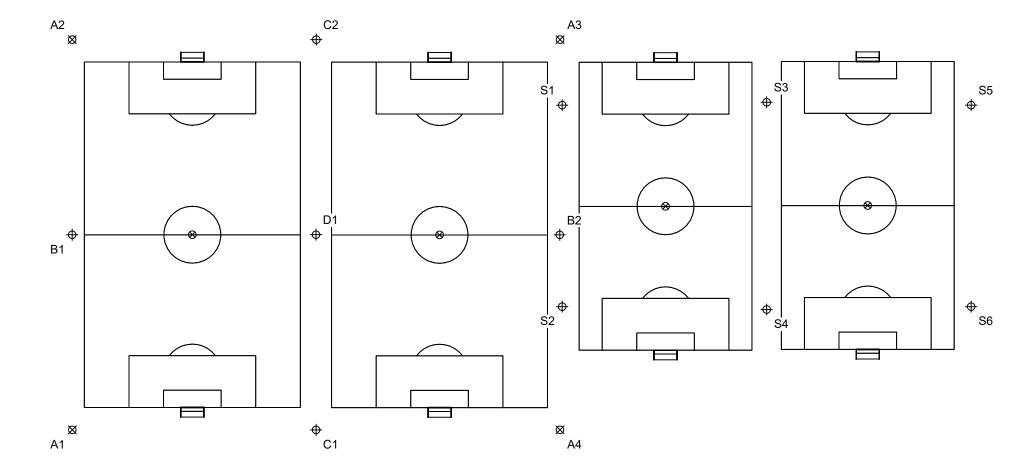


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Equ	Equipment List For Areas Shown									
	Pole	;			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	I IIIMINAIRE IVPE IOI		THIS GRID	OTHER GRIDS		
2	A1, A4	80'	-	80'	TLC-LED-1500	3	3	0		
2	A2-A3	80'	-	80'	TLC-LED-1500	2	2	0		
				80'	80' TLC-LED-900			0		
2	B1-B2	80'	-	80'	80' TLC-LED-1500		4	0		
1	C1	80'	-	80'	TLC-LED-1500	6	6	0		
1	C2	80'	-	80'	80' TLC-LED-1500		4	0		
				80'	80' TLC-LED-900		4	0		
1	D1	80'	-	80'	TLC-LED-1500	4/4*	8	0		
4	S1-S2, S5-S6	80'	-	80'	TLC-LED-1200	2	2	0		
				80'	80' TLC-LED-900		2	0		
2	S3-S4	80'	-	80'	TLC-LED-1200	2/2*	4	0		
				80'	TLC-LED-900	2/2*	4	0		
15	Totals					76	76	0		

^{*}This structure utilizes a back-to-back mounting configuration

D.00 D.00 D.01 D.03 D.13 D.11 D.10 D.10 D.12 D.14 D.15 D.03 D.19 D.18 D.17 D.16 D.17 D.19 D.20 D.12 D.01 D.02 D.05 D.05 D.05 D.03 D.03 D.04 D.04 D.05 D.07 D.06 D.04 D.02 D.01 D.00 D.00 D.00



Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \boxtimes

ATTACHMENT 2
Jack Hammett Sports Complex LED Retorfit

Costa Mesa, CA

Grid Summary	
Name	Spill @ Fence
Spacing	30.0' x 10.0'
Height	3.0' above grade

Illumination Summary					
		MAINTAINED HORIZONTAL FOOTCANDLES			
	Entire Grid				
Scan Average	0.039				
Maximum	0.20				
Minimum	0.00				
CU	0.00				
No. of Points	75				
LUMINAIRE INFORMATION					
Applied Circuits	A,B,C,D,E,F				
No. of Luminaires	76				
Total Load	90.60 kW				

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



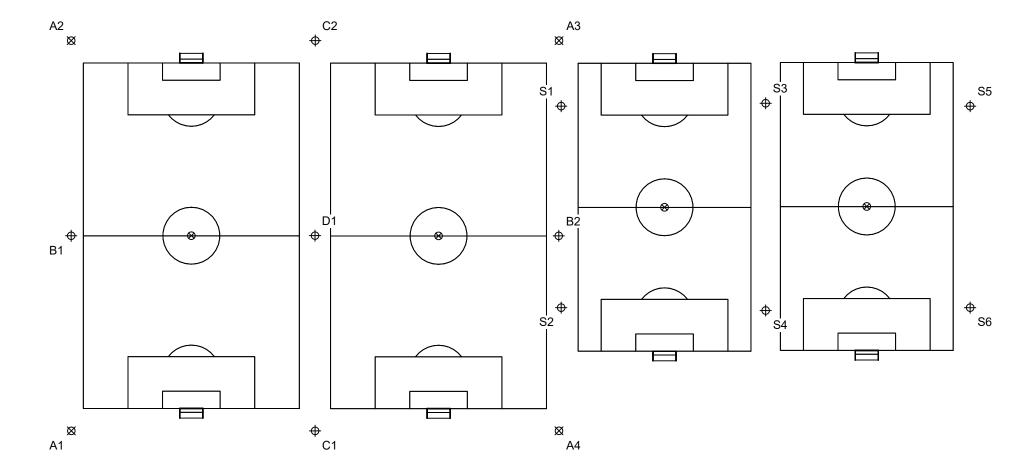
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SCALE IN FEET 1:100

Equ	Equipment List For Areas Shown									
	Pole	;			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS		
2	A1, A4	80'	-	80'	TLC-LED-1500	3	3	0		
2	A2-A3	80'	-	80'	TLC-LED-1500	2	2	0		
				80'	TLC-LED-900	2	2	0		
2	B1-B2	80'	-	80'	TLC-LED-1500	4	4	0		
1	C1	80'	-	80'	TLC-LED-1500	6	6	0		
1	C2	80'	-	80'	TLC-LED-1500	4	4	0		
				80'	TLC-LED-900	4	4	0		
1	D1	80'	-	80'	TLC-LED-1500	4/4*	8	0		
4	S1-S2, S5-S6	80'	-	80'	TLC-LED-1200	2	2	0		
				80'	TLC-LED-900	2	2	0		
2	S3-S4	80'	-	80'	TLC-LED-1200	2/2*	4	0		
				80'	80' TLC-LED-900		4	0		
15	Totals					76	76	0		

^{*}This structure utilizes a back-to-back mounting configuration

D.00 D.01 D.01 D.02 D.05 D.18 D.15 D.12 D.13 D.18 D.21 D.23 D.06 D.26 D.24 D.24 D.20 D.21 D.25 D.27 D.17 D.03 D.05 D.09 D.12 D.11 D.08 D.06 D.08 D.09 D.11 D.12 D.11 D.09 D.06 D.02 D.01 D.00 D.00 D.00



SCALE IN FEET 1:100

Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \boxtimes

ATTACHMENT 2 Jack Hammett Sports Complex LED Retorfit

Costa Mesa, CA

Grid Summary	
Name	Spill @ Fence
Spacing	30.0' x 10.0'
Height	3.0' above grade

Illumination Summary						
	MAINTAINED MAX VERTICAL FOOTCANDLES					
	Entire Grid					
Scan Average	0.059					
Maximum	0.27					
Minimum	0.00					
CU	0.00					
No. of Points	75					
LUMINAIRE INFORMATION						
Applied Circuits	A,B,C,D,E,F					
No. of Luminaires	76					
Total Load	90.60 kW					

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ATTACHMENT 2 Jack Hammett Sports Complex LED Retorfit

Costa Mesa, CA

Equipment Layout

INCLUDES: · Soccer 1 · Soccer 2 · Soccer 3 · Soccer 4

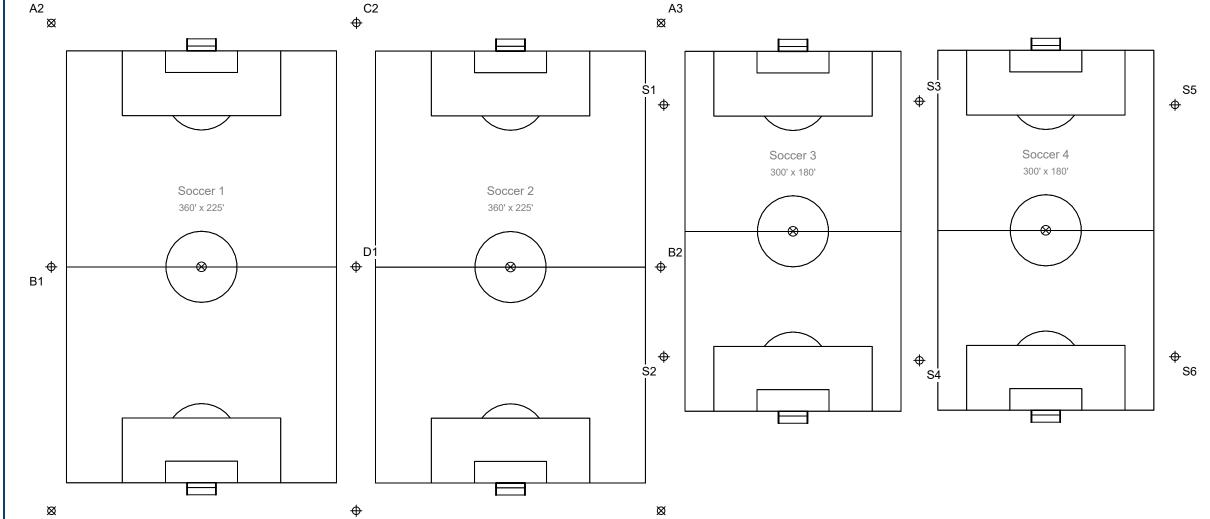
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

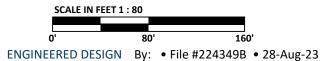
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equipment List For Areas Shown										
		Pole		Luminaires						
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE				
2	A1, A4	80'	-	80'	TLC-LED-1500	3				
2	A2-A3	80'	-	80'	TLC-LED-1500	2				
				80'	TLC-LED-900	2				
2	B1-B2	80'	-	80'	TLC-LED-1500	4				
1	C1	80'	-	80'	TLC-LED-1500	6				
1	C2	80'	-	80'	TLC-LED-1500	4				
				80'	TLC-LED-900	4				
1	D1	80'	-	80'	TLC-LED-1500	4/4*				
4	S1-S2, S5-S6	80'	-	80'	TLC-LED-1200	2				
				80'	TLC-LED-900	2				
2	S3-S4	80'	-	80'	TLC-LED-1200	2/2*				
				80'	TLC-LED-900	2/2*				
15			Totals			76				

*This structure utilizes a back-to-back mounting configuration

Single Luminaire Amperage Draw Chart								
Driver Specifications (.90 min power factor)		Line	•	rage Pei nax drav		aire		
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)	
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0	
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6	
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3	





A1

C1

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠



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System Requirements: Control System Summary

Project Name: Jack Hammett Sports Complex LED Retrofit | Project #: 224349 Control System ID: 1 of 1 Distribution Panel Location/ID: Soccer

Project Information

Control System ID:

Control-Link Control and Monitoring Control System Type:

secondary

Communication Type:

Power Requirements

Control cabinet(s):

Control voltage (phase to neutral VA loading - Inrush VA loading - Sealed

Lighting Circuits:

Voltage/Hertz/Phase

Project Notes:

	Equipment Listing			
120/60	Description	Qty	Size (in)	
	Control and monitoring cabinet - primary	1	24 X 72	
480/60/3	Control and monitoring cabinet - secondary	1	24 X 72	

Important Notes:

- 1. Please confirm that the lighting circuit voltage listed above is accurate for this facility. This is the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
- 2. In a 3 phase design, all 3 phases are to be run to each pole location. Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
- 3. One contactor is required for each circuit at each pole location. Contactors are 3 pole and 100% rated for the published continuous load.
- 4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
- 5. Size overcurrent devices using the full load amps column of the Circuit Summary by Switch chart (Minimum power factor is 0.9). Size conduit per code unless otherwise specified as larger to allow for harness connectors.
- 6. Avoid use of in-ground junction/pull boxes when possible. If used, all wire connectors must be UL listed for Wet Locations to prevent leakage current.
- 7. Control power wiring must be in separate conduit from line or load power wiring. Communication cables must be in separate conduit from any power wiring.
- 8. Refer to Installation Instructions for more details on equipment information and the installation requirements.



System Requirements: Control System Summary

Project Name: Jack Hammett Sports Complex LED Retrofit | Project #: 224349 Control System ID: 1 of 1

Distribution Panel Location/ID: Soccer

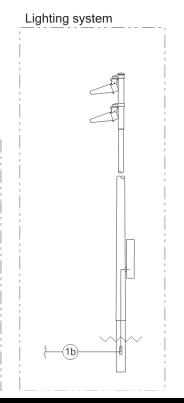
Equipment Layout and Connection Details



Control cabinet location

–(1a)

(1b)—



-(1b)---}

ID Description

- Line power to contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
- Load power from contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
- 2a Control power with equipment ground to control cabinet. Requires dedicated 20 A circuit. Provide transformer if control voltage not present.
- Control harnesses Secondary cabinet to primary cabinet. Harness is provided by Musco in 8-foot length. Use minimum 2 inch diameter conduit for harness connector.

Equipment

ID Description

- Control and monitoring cabinet primary
- 2 Control and monitoring cabinet secondary



System Requirements: Control System Summary

Project Name: Jack Hammett Sports Complex LED Retrofit | Project #: 224349 Control System ID: 1 of 1 Distribution Panel Location/ID: Soccer

Circuit Summary

Switching Schedule	
Field/Switch Description	Switches
Soccer 1	1
Soccer 2	2
Soccer 3	3,4
N Soccer 3	3
S Soccer 3	4
Soccer 4	5,6
N Soccer 4	5
S Soccer 4	6
Security Lighting	7

Control Module ID: 1

Lighting Circuit Voltage: 480/60/3

		Circuit	Summary b	y Switch			
Switch	Zone Description	Pole ID	Qty of Fixtures	Full load amperes	Contactor Size (Amps)	Cabinet #	Contactor ID
1	Soccer 1	A1	3	6.29	30	1	C1
	Soccer 1	A2	4	8.24	30	1	C2
	Soccer 1	B1	4	9.43	30	1	C3
	Soccer 1	C1	3	6.29	30	1	C4
	Soccer 1	C2	4	8.24	30	1	C5
	Soccer 1	D1	4	9.43	30	1	C6
2	Soccer 2	A3	4	8.24	30	1	C7
	Soccer 2	A4	3	6.29	30	1	C8
	Soccer 2	B2	4	9.43	30	1	C9
	Soccer 2	C1	3	6.29	30	1	C10
	Soccer 2	C2	4	8.24	30	1	C11
	Soccer 2	D1	4	9.43	30	1	C12
3	N Soccer 3	S1	4	7.15	30	2	C13
	N Soccer 3	S3	4	7.15	30	2	C14
4	S Soccer 3	S2	4	7.15	30	2	C15
	S Soccer 3	S4	4	7.15	30	2	C16
5	N Soccer 4	S3	4	7.15	30	2	C17
	N Soccer 4	S5	4	7.15	30	2	C18
6	S Soccer 4	S4	4	7.15	30	2	C19
	S Soccer 4	S6	4	7.15	30	2	C20
7	Security Lighting	P1	0	0	30	2	C21

 $Sales\ Representative:\ Karin\ Anderson\ |\ Project\ Engineer:\ Daniel\ Lohman\ |\ Scan:\ 2243498\ |\ Document\ ID:\ 224349P1V1-0828104024$



LIGHTING SPECIFICATION PREPARED FOR

Tewinkle Park Tennis

LED Lighting Project Costa Mesa, CA September 14, 2023

Project # 215837

SUBMITTED BY:

Musco Sports Lighting, LLC

2107 Stewart Road PO Box 260 Muscatine, Iowa 52761 Local Phone: 563/263-2281 Toll Free: 800/756-1205 Fax: 800/374-6402



SECTION 26 56 68 – EXTERIOR ATHLETIC LIGHTING

Lighting System with LED Light Source

PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the lighting system performance and design standards for Tewinkle Park Tennis using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.
- C. The sports lighting will be for the following venues:
 - 1. Tennis 1-2
 - 2. Tennis 3-4
 - 3. Tennis 5-6
 - 4. Tennis 7-8
 - 5. Tennis 9-10
 - 6. Tennis 11-12
- D. The primary goals of this sports lighting project are:
 - 1. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore light levels are guaranteed to not drop below specified target values for a period of 25 years.
 - 2. Environmental Light Control: It is the primary goal of this project to minimize spill light to adjoining properties and glare to the players, spectators and neighbors.
 - Cost of Ownership: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
 - 4. Control and Monitoring: To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.

1.2 LIGHTING PERFORMANCE

A. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations). Illumination levels shall not to drop below desired target values in accordance to IES RP-6-15, Page 2, Maintained Average Illuminance and shall be guaranteed for the full warranty period.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Tennis 1-2	30 fc	2.5:1	30	20' x 20'
Tennis 3-4	30 fc	2.5:1	30	20' x 20'
Tennis 5-6	30 fc	2.5:1	30	20' x 20'
Tennis 6-7	30 fc	2.5:1	30	20' x 20'
Tennis 7-8	30 fc	2.5:1	30	20' x 20'
Tennis 9-10	30 fc	2.5:1	30	20' x 20'
Tennis 11-12	30 fc	2.5:1	30	20' x 20'

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- B. Color: The lighting system shall have a minimum color temperature of 5700K and a CRI of 75.
- C. Mounting Heights: To ensure proper aiming angles for reduced glare and to provide better playability, minimum mounting heights shall be as described below. Higher mounting heights may be required based on photometric report and ability to ensure the top of the field angle is a minimum of 10 degrees below horizontal.

# of Poles	Pole Designation	Pole Height
14	T1- T14	50'

1.3 ENVIRONMENTAL LIGHT CONTROL

- A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.
- B. Spill Light and Glare Control: To minimize impact on adjacent properties, spill light and candela values must not exceed the following levels taken at 3 feet above grade.
- C. Glare Control: Maximum candela values at a distance of 150 feet and a height of 3 feet are defined for typical sports fields below.

Typical Field Type	Maximum Candela at 150 feet
Baseball	<40,000 candela
Softball	<30,000 candela
Football	<24,000 candela
Soccer	<12,000 candela
Tennis	<12,000 candela

- D. Spill Scans: Spill scans must be submitted indicating the amount of horizontal and vertical footcandles along the specified lines. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights. Illumination level shall be measured in accordance with the IESNA LM-5-04 after 1 hour warm up.
- E. The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified testing laboratory with a minimum of five years experience or by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.

1.4 Cost of Ownership

A. Manufacturer shall submit a 25 year Cost of Ownership summary that includes energy consumption, anticipated maintenance costs, and control costs. All costs associated with faulty luminaire replacement - equipment rentals, removal and installation labor, and shipping - are to be included in the maintenance costs.

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PART 2 - PRODUCT

2.2 SPORTS LIGHTING SYSTEM CONSTRUCTION

- A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized. All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.
- C. System Description: Lighting system shall consist of the following:
 - Galvanized steel poles and cross-arm assembly. Alternate: Concrete pole with a minimum of 8,000 psi and installed with concrete backfill will be an acceptable alternative provided building code, wind speed and foundation designs per specifications are adhered to.
 - 2. Non-approved pole technology:
 - a. Square static cast concrete poles will not be accepted.
 - b. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long term performance concerns.
 - 3. Lighting systems shall use concrete foundations. See Section 2.4 for details.
 - a. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
 - b. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or re-inforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.
 - 4. Manufacturer will supply all drivers and supporting electrical equipment
 - a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral drivers are not allowed.
 - b. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
 - 5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
 - 6. All luminaires, visors, and cross-arm assemblies shall withstand 150 mi/h winds and maintain luminaire aiming alignment.
 - 7. Control cabinet to provide remote on-off control, monitoring, and entertainment features of the lighting system. See Section 2.3 for further details.
 - 8. Contactor cabinet to provide on-off control.

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TECHNICAL SPECIFICATIONS FOR COSTA MESA TENNIS AFTACEMENT 2

- Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
 - a. Integrated grounding via concrete encased electrode grounding system.
 - b. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.
- 10. Enhanced corrosion protection package: Due to the potentially corrosive environment for this project, manufacturers must provide documentation that their products meet the following enhanced requirements in addition to the standard durability protection specified above:
 - a) Exposed carbon steel horizontal surfaces on the crossarm assembly shall be galvanized to no less than a five (5) mil average thickness.
 - b) Exposed die cast aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
 - c) Exposed extruded aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
- Safety: All system components shall be UL listed for the appropriate application.

2.2 ELECTRICAL

- A. Electric Power Requirements for the Sports Lighting Equipment:
 - 1. Electric power: 240V Volt, 1 Phase
 - 2. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
- B. Energy Consumption: The kW consumption for the field lighting system shall be 26.62 kW.

2.3 CONTROL

- A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- B. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
- C. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.
 - The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.
 - Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.
- D. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- E. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status

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TECHNICAL SPECIFICATIONS FOR COSTA MESA TENNIS AFTACEMENT 2

of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

- 1. Cumulative hours: shall be tracked to show the total hours used by the facility
- 2. Report hours saved by using early off and push buttons by users.
- F. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.
- G. Communication with luminaire drivers: Control system shall interface with drivers in electrical components enclosures by means of powerline communication.

2.4 STRUCTURAL PARAMETERS

(Use for 2019 CBC)

- A. Wind Loads: Wind loads shall be based on the 2019 California Building Code. Wind loads to be calculated using ASCE 7-16, a design wind speed of 95mi/h, exposure category C and wind importance factor of 1.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2009 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-5).
- C. If no geotechnical report is available, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2016 CBC Table 1806.2.

PART 3 - EXECUTION

3.1 SOIL QUALITY CONTROL

- A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
 - 1. Providing engineered foundation embedment design by a registered engineer in the State of CA for soils other than specified soil conditions;
 - 2. Additional materials required to achieve alternate foundation;
 - 3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.2 DELIVERY TIMING

A. Delivery Timing Equipment On-Site: The equipment must be on-site 10-12weeks from receipt of approved submittals and receipt of complete order information.

3.3 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.
- B. Field Light Level Accountability
 - 1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 years. These levels will be specifically stated as "guaranteed" on the illumination summary provided by the manufacturer.
 - 2. The contractor/manufacturer shall be responsible for conducting initial light level testing and an

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TECHNICAL SPECIFICATIONS FOR COSTA MESA TENNIS AFTACEMENT 2

- additional inspection of the system, in the presence of the owner, one year from the date of commissioning of the lighting.
- 3. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.
- C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.4 WARRANTY AND GUARANTEE

- A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- B. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance. Owner agrees to check fuses in the event of a luminaire outage.

PART 4 - DESIGN APPROVAL

4.0 PRE-BID SUBMITTAL REQUIREMENTS (Non-Musco)

- A. Design Approval: The owner / engineer will review pre-bid submittals per section 4.0.B from all the manufacturers to ensure compliance to the specification 10 days prior to bid. If the design meets the design requirements of the specifications, a letter and/or addendum will be issued to the manufacturer indicating approval for the specific design submitted.
- B. Approved Product: Musco's Light-Structure System[™] with TLC for LED[™] is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs.
- C. All listed manufacturers not pre-approved shall submit the information at the end of this section at least 10 days prior to bid. An addendum will be issued prior to bid; listing approved lighting manufacturers and the design method to be used.
- D. Bidders are required to bid only products that have been approved by this specification or addendum by the owner or owner's representative. Bids received that do not utilize an approved system/design, will be rejected.

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TECHNICAL SPECIFICATIONS FOR COSTA MESA TENNIS ATTACEMENT 2

REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED) 10 DAYS PRIOR TO BID

All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. **Submit checklist below with submittal.**

Yes/ No	Tab	ltem	Description
	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	В	Equipment Layout	Drawing(s) showing field layouts with pole locations
	С	On Field Lighting Design	 Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaries, total kilowatts, average tilt factor; light loss factor.
	D	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined on bid drawings) in footcandles. Lighting design showing glare along the boundary line in candela. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.
	E	Photometric Report	Provide first page of photometric report for all luminaire types being proposed showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
	F	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed to not fall below target levels for warranty period.
	G	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of CA, if required by owner.
	н	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system. They will also provide ten (10) references of customers currently using proposed system in the state of CA.
	I	Electrical Distribution Plans	Manufacturer bidding an alternate product must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of CA.
	J	Warranty	Provide written warranty information including all terms and conditions. Provide ten (10) references of customers currently under specified warranty in the state of CA.
	К	Project References	Manufacturer to provide a list of five (5) projects where the technology and specific fixture proposed for this project has been installed in the state of CA. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number.
	L	Product Information	Complete bill of material and current brochures/cut sheets for all product being provided.
	M	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.

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TECHNICAL SPECIFICATIONS FOR COSTA MESA TENNIS ATNACEMENT 2

N	Non-	Manufacturer shall list all items that do not comply with the specifications. If in full compliance,
N	Compliance	tab may be omitted.

The information supplied herein shall be used for the purpose of complying with the specifications for Tewinkle Park Tennis. By signing below I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer:	Signature:
Contact Name:	Date:/
Contractor:	Signature:

Page 9 of 9 M-1995-enUS-5

Tewinkle Park Tennis Costa Mesa, CA Light Structure System Scope of Work

Customer Responsibilities:

- 1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
- 2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
- 3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
- 4. If existing underground wiring is being used ensure usability.
- 5. Pay any necessary power company fees and requirements.
- 6. Pay all permitting fees.
- 7. Provide any existing as-built documents or drawings.
- 8. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

- 1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
- 2. Provide poletop luminaire assembly on 14 poles
- 3. Provide fixture layout and aiming diagram.
- 4. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Contractor Responsibilities

General:

- 1. Obtain any required permitting.
- 2. Contact your local UDig for locating underground public utilities and confirm they have been clearly marked.
- 3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
- 4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
- 5. Provide storage containers for material, (including electrical components enclosures), as needed.
- 6. Provide necessary waste disposal and daily cleanup.
- 7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
- 8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- 9. Provide startup and aiming as required to provide complete and operating sports lighting system.
- 10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.
- 11. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on new Musco poles.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.

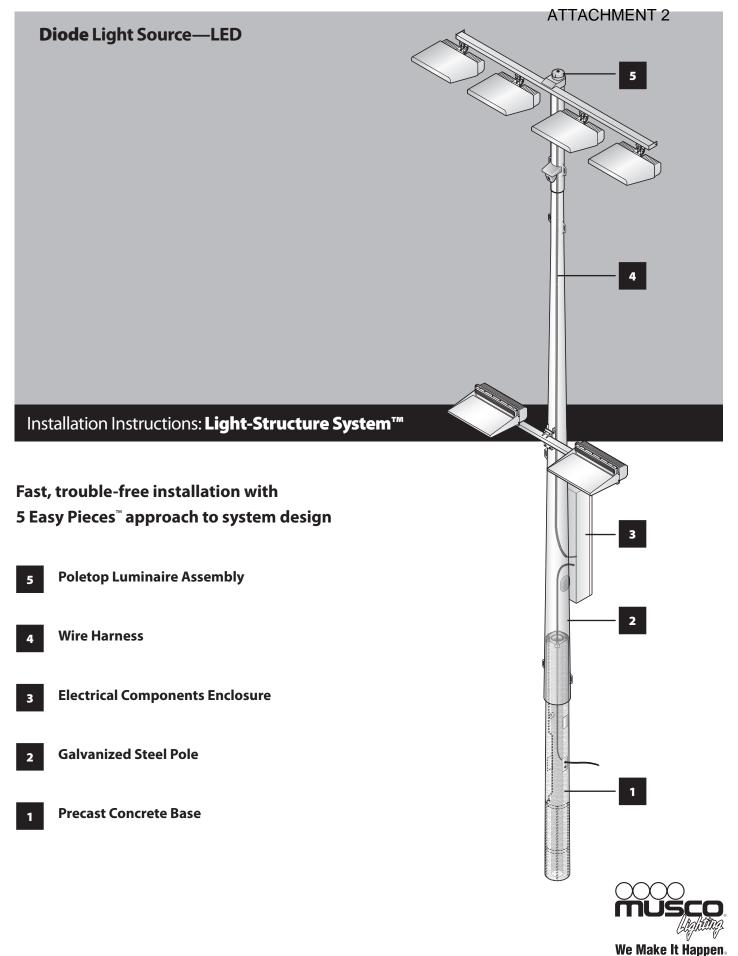
- a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
- b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
- c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
- d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
- e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
- f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
- g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
- h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
- i. Jobsite shall be policed daily for compliance to the above conditions.



- j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
- 2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
 - a. Review and understand installation instructions are provided with every product installation.
 - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
 - c. Verify that components have been assembled per Musco installation instructions.
 - d. Verify plumb of concrete foundations prior to standing of poles.
- 3. PROVIDING A QUALITY INSTALLATION TEAM.
 - a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
 - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
 - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
 - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



TECHNICAL SPECIFICATIONS FOR COSTA MESA TENNIS CENTER



Installation Instructions: **Light-Structure System**™

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Installation Instructions: Light-Structure System™

Before You Begin

Safety Information

Electrical Safety Guidelines

Use extreme caution near overhead power lines or underground utilities. Observe all safety precautions for high-voltage equipment. Only qualified personnel may perform wiring. Follow all applicable building and electrical codes.

General Safety Guidelines

Follow proper safety procedures during installation. Installers must wear the appropriate personal protective equipment including:

- Hard hat
- Steel-toed shoes
- Leather work gloves
- Eye protection

Locate all underground utilities prior to digging.

All tools and equipment supplied by Musco are designed for specific use as described in these instructions. Do not use them in any other manner. Do not alter structural members in any way, such as bend, weld, or drill, without prior authorization from Musco.

The luminaires should be positioned so that prolonged staring into the luminaire at a distance closer than 12–37 m (40–121 ft) is not expected, per IEC/TR 62778. See table.

Luminaire	Minimum Distance
TLC-LED-350	29 m (95 ft)
TLC-LED-400	24 m (79 ft)
TLC-LED-550	29 m (95 ft)
TLC-LED-550NR	29 m (95 ft)
TLC-BT-575	12 m (38 ft)
TLC-LED-600	24 m (79 ft)
TLC-LED-900	24 m (79 ft)
TLC-LED-900NB	no minimum
TLC-LED-1150	12 m (40 ft)
TLC-LED-1200	37 m (121 ft)
TLC-LED-1400NB	38 m (124 ft)
TLC-LED-1500	37 m (121 ft)
TLC-RGBW	15 m (49 ft)
TLC-RGB-U	12 m (38 ft)
TLC-BT-1500	37 m (121 ft)

Install luminaires outside arm's reach of unauthorized personnel.

About These Instructions

These instructions give basic assembly procedures for the Light-Structure System. They are not a comprehensive guide to all possible situations. Direct any questions to your local Musco representative.



ATTACHMENT 2

Installation Instructions: Light-Structure System™

Before You Begin

Throughout this manual note these important symbols:



The safety alert symbol alerts you of situations that require care and caution to avoid serious personal injury.



The stop and check symbol signals you to stop and verify conditions before proceeding.



The contact Musco symbol appears in special situations where you may need to contact Musco for further information.



The go-to arrow indicates a branch in a procedure for special situations. In the case of optional equipment, the instructions may be in another document.



The tip symbol points out advice that makes installation easier.



The recycle symbol identifies recyclable materials.



ATTACHMENT 2

Installation Instructions: **Light-Structure System**™

Before You Begin

Standard Tools/Supplies Checklist

Refer to supplemental instructions provided for additional tools required.

idiiddid ioois/sappiics ciicciii.	additional tools required.	ica.	
ontractor/installer supplied tools	Function	Page	
Hammer, pry-bar, banding cutters	Unloading equipment	9	
Water pump	Removing water from base holes (as needed)	11	
Two 1½ ton chain-type come-alongs	Jacking pole sections together	13, 32	
Large Phillips-head screwdriver	Tightening captive screws to seal enclosure to pole hub	19	
Standard screwdriver	Tightening distribution lugs, 45 A disconnect switch	33, 34	
Torque wrench with %, % and % in sockets	Tightening luminaire retaining cable and spreader bar hardware	17, 27	
Electrical fish tape, electrician's tape	Feeding wire harness through pole	23	
Spray paint, chalk, or flags	Marking points to sight in aiming	28	
Chalk or pencil	Making alignment marks	32	
10 ft (3 m) stepladder or small line truck	Connecting supply wires to electrical enclosure	33, 34	
lusco supplied tools	Function	Page	
Wooden base wedges	Setting base	11	
Level with shim for base taper	Plumbing base	11	
Steel bar	Setting base, seating pole on base	11, 32	
11/16 in socket, extension, breaker bar, and 11/16 in wrench	Tightening structural fasteners	16	
5⁄₃₂ in hex key	Attaching handhole covers on base and steel pole	10, 22, 23,	
% in wrench	Tightening poletop set screw, pole cap fastener, enclosure hanger bolt, and spreader bar hardware	14, 17, 19	
Dishwashing liquid (original Dawn®, ECOS® Pro, or DIAO™ brand)	Lubricating pole slip-fit connections	13, 28	
Wooden shipping blocks	Elevating pole sections off ground during assembly	13	
1/16 in ratcheting combination wrench	Tightening captive bolts to secure luminaire assembly	27	
Pole rotator kit	Guiding pole onto base, pole alignment	28, 30, 31	
Steel chain	Setting pole on base	32	
5 mm hex key	Landing primary feed wires on 125 A disconnect switch	34	
36 in hex key	Attaching grounding conductors inside electrical enclosure	33, 34	
% in hex key	Attaching grounding conductors inside pole at handhole	34, 35	
achinery needed	Function	Page	
Crane or forklift with nylon strapping and 8 ft (2.5 m) sling (sized to weight of base)	Unloading materials, setting bases	9, 11	
Auger	Boring holes for bases	10	
Load-rated crane, nylon slings, and shackles	Setting poles	29	

Documents You Need

	Musco	Found	lation	And	Pole A	Assem	hlv D	rawina
_	MUSCO	I OUIN	ialion	$\Delta \Pi \Pi \Pi$	I UIE /	7336111	$\nu \nu \nu$	'I UVVII IU

- Field Aiming Diagram
- ☐ Alternate foundation design (when present)
- ☐ Control System Summary



If you do not have all of these documents, contact your local Musco representative.



Installation Instructions: Light-Structure System™

Before You Begin

Electrical System Requirements

While the majority of the Light-Structure System[™] can be assembled by non-professionals, a qualified electrician must handle the electrical supply installation and hook-up in accordance with national, state, and local codes. Your electrician should review this information before installation begins.

The electrician is generally required to provide these items:

- Service entrance
- Main power disconnect and distribution panel(s)
- Supply wiring and insulated equipment grounding conductors

Ensure supply wiring is rated for 90°C. Review the label inside the electrical components enclosure door and *Control System Summary* for voltage and phase requirements.

Luminaires generate up to 2.6 mA per driver on the equipment grounding conductor and are designed to meet leakage current requirements per IEC 61347-1.

Basic insulation provided between RS-485 control input and main power supply.

Inspect all wiring for damage prior to installation.

Always dispose of electronic waste in accordance with all applicable laws and regulations.

Other features that may affect the wiring supply requirements for this project include:

- Lighting contactor cabinets refer to installation instructions provided with control equipment and the Musco *Control System Summary*.
- Control-Link® system refer to installation instructions provided with control equipment and the Musco *Control System Summary*.
- Auxiliary bracket option customer supplies all wiring for auxiliary components. Refer to *Installation Instructions: Auxiliary Bracket*.

Volunteer Installation

Have a qualified electrician review and complete the following:

- Create electrical system design prior to installation.
- Provide and install trenching, supply wiring, and conduit.
- Complete all steps from Connecting to Supply Wiring section.
- Test complete lighting system.

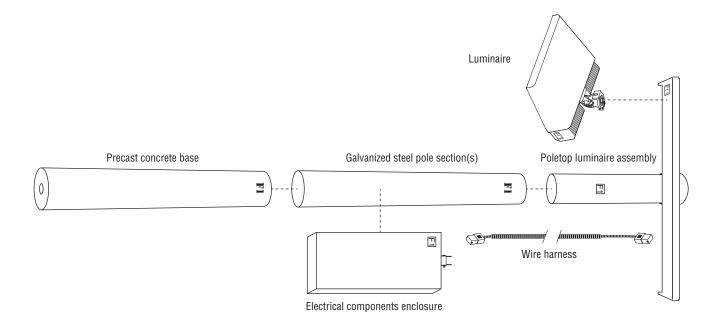


Before You Begin

Components Matching and Labeling

Pole locations are identified by a pole ID (A1, A2, B1, B2, etc.) on the *Field Aiming Diagram*. These IDs are also marked on the individual components:

- Poletop luminaire assemblies, bolt-on crossarms, and luminaire shipping cartons
- Wire harnesses
- Electrical components enclosures
- Galvanized steel pole sections
- Precast concrete bases





Before You Begin

Documents We Provide

Field Aiming Diagram

The Field Aiming Diagram is your map for locating all poles on your project. It gives this information:

- Pole IDs, locations, and heights
- Luminaire IDs
- Field origin for coordinate measuring
- Common aiming point for all poles, or individual aiming points for each pole
- Factory-set aiming information for each luminaire
- Full load current for each luminaire



Projects with a control system include a *Control System Summary*. It gives this information:

- Control system diagram and details
- Contactors and cabinets
- Lighting circuits
- Voltage, phase, and frequency information
- Full load current for each circuit

Musco Foundation and Pole Assembly Drawing

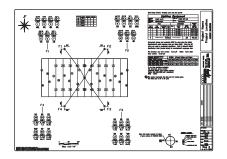
This drawing provides information related to the installation of the foundation and the galvanized steel pole.

- Pole weight
- Precast concrete base weight
- · Hole depth and diameter
- Concrete backfill quantities
- Pole section minimum overlaps

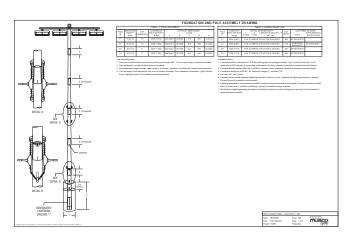
Note: Foundation details are omitted on projects with alternate foundation design.

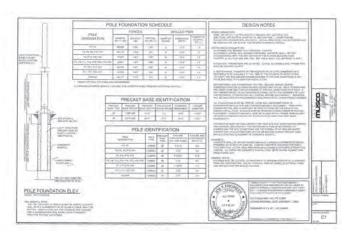
Alternate Foundation Design

Some poles on a project may require an alternate foundation design. This stamped drawing provides construction details of the alternative design. This document supersedes all other foundation information.











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Before You Begin

Unloading Instructions

A typical shipment includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, and poletop luminaire assemblies with luminaires.



For ease of installation, set all matched components by the proper pole location as noted on the *Field Aiming Diagram*.

Tools/Materials Needed

- ☐ Crane with nylon web sling or forklift (load rated)
- □ Hammer
- Pry bar
- Banding cutters



Warning Crushing hazard. Product is heavy and may roll.

Do not cut shipping bands or remove blocking from concrete bases or poles until they are supported by unloading equipment.

Use proper pick-up procedures conforming with local regulations when lifting concrete bases and poles. Balance point may not be at midpoint of base or pole.

- Check bill of lading to verify you have all materials.
- Inspect all materials for shipping damage.
- Store electrical components enclosures and luminaires in a dry location or cover with tarp until ready to install.
- Painted poles require special handling, see *Instructions:*Painted Pole Special Requirements.
- If additional information is needed, contact your local Musco representative.
- Save wooden shipping blocks to use during pole assembly.
- Please recycle.
 Luminaires, wire harnesses, and other components are shipped in recyclable cardboard packaging.











Precast Concrete Base

Overview

The precast concrete base is set directly into the ground, backfilled with concrete, and allowed to cure for 12 to 24 hours. The base is designed for easy slip-fit connection to the galvanized steel pole. The remaining components — steel pole, poletop luminaire assembly, electrical components enclosure, and wire harness — are assembled as a unit and set onto the base. The base includes an integrated lightning ground system.

Tools/Materials Needed

Musco Supplied

- ☐ Field Aiming Diagram
- Musco Foundation and Pole Assembly Drawing or alternate foundation design
- ☐ Steel bar
- Wooden base wedges
- Level with shim for tapered base
- ⅓₂ in hex key

Contractor Supplied

- Crane or forklift with nylon strapping and 8 ft (2.5 m) sling sized to weight of base
- Conduit for underground wiring
- Concrete backfill
- Water pump (as needed)

Installation Procedure



Verify pole ID on concrete base matches pole location on Field Aiming Diagram.



For options on poor soil conditions, alternative installation methods, or if there are any issues with pole locations given, contact your local Musco representative. Your project engineer's name appears on Field Aiming Diagram.

Note: Use only project-specific foundation designs as detailed on Musco Foundation and Pole Assembly Drawing or alternate foundation design plan.



Mark pole locations per Field Aiming Diagram.

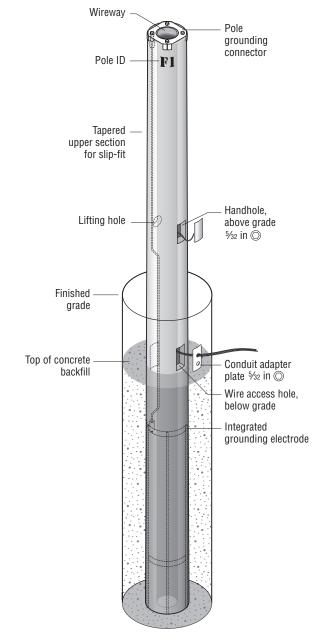


Excavate holes to size and depth given on Musco Foundation and Pole Assembly Drawing or alternate foundation design.



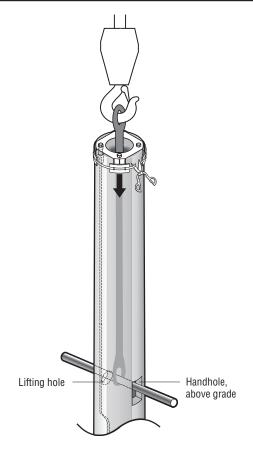
Warning **Fall hazard**

Cover holes or install fencing for fall safety.

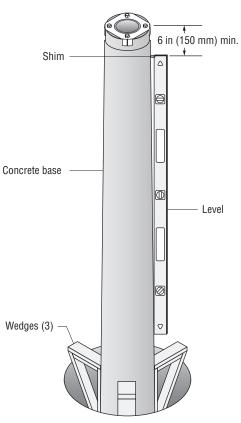


Precast Concrete Base

Sling and lower base into hole. Orient wire access hole to accommodate incoming supply wiring. Snip banding and remove tab protectors.



- Plumb base and wedge into position. Use supplied level with shim on upper end against base. Shim accommodates taper of base. Top of base is beveled. Keep level at least 6 in (150 mm) from top when plumbing.
- Remove any water from hole to avoid weakening foundation. Water in hole during concrete pour can also cause hollow center of base to fill with concrete.
- If backfilling to finished grade with concrete instead of compacted fill, be sure to maintain wire access.
- Backfill with concrete per Musco Foundation and Pole Assembly Drawing or alternate foundation design.

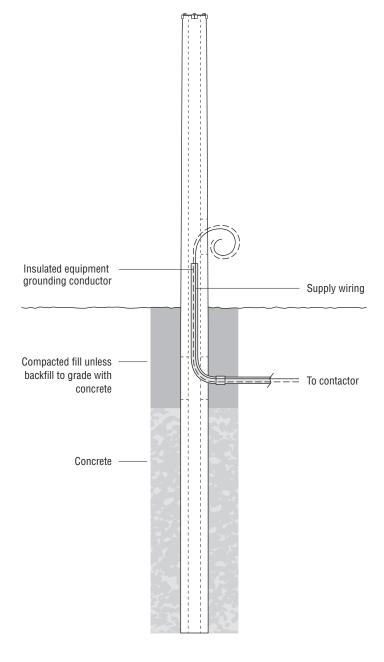




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Precast Concrete Base

- Have your electrician install all underground conduit and wiring, including insulated equipment grounding conductor. Route wires up through base to handhole. Conduit adapter plates with knockouts are provided. You may also install wiring after standing pole.
- Backfill with compacted soil to finished grade unless alternate foundation design requires concrete to finished grade.



Galvanized Steel Pole and Poletop Luminaire Assembly

Overview

The galvanized steel pole and poletop luminaire assembly are designed to slip-fit together. Jacking ears on each pole section provide attachment points to pull pole sections together. The Musco *Foundation and Pole Assembly Drawing* gives minimum overlap specifications for each pole section.

☐ Two 1½ ton chain come-alongs

Contractor Supplied

Tools/Materials Needed

Musco Supplied

■ Wooden shipping blocks

Musco Foundation and Pole Assembly Drawing

☐ % in wrench

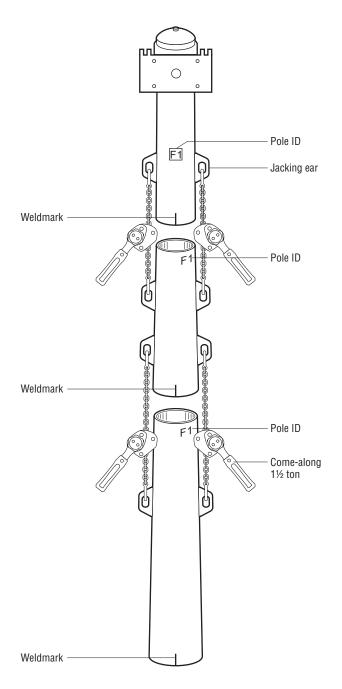
Dishwashing liquid (original Dawn®, ECOS® Pro, or DIAO™ brand)

Assembly Procedure



Verify pole ID on each steel pole section matches pole location on *Field Aiming Diagram*. Pole ID is stenciled on inside bottom end and outside top end of each section.

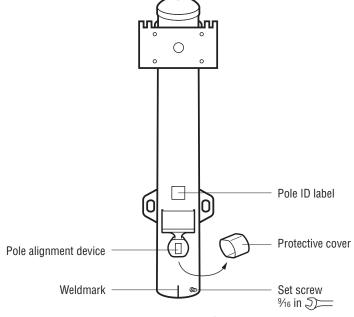
- Lay out all pole sections and poletop luminaire assembly in sequence. Ensure all weldmarks face same direction. Weldmarks represent field side of pole.
- Use shipping blocks as necessary to support pole sections during assembly.
- Lubricate top of each steel pole section with supplied dishwashing liquid.
- Align jacking ears. Using two 1½ ton come-alongs, pull sections together evenly until tight. Ensure minimum overlap per Musco Foundation and Pole Assembly Drawing. Repeat for all sections.





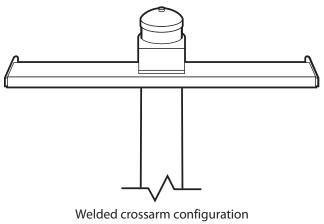
Galvanized Steel Pole and Poletop Luminaire Assembly

- Tighten set screw using % in wrench.
- Remove protective cover from pole alignment device.



Bolt-on crossarm configuration

- If pole has welded crossarms, skip *Bolt-on Crossarms* section. Proceed to *Electrical Components Enclosure* section.
- See Installation Instructions: Platform, Climbing Steps, and Safety Cable, if your project includes these items.



Velded crossarm configuration (reference)



Bolt-on Crossarms

Overview

Due to shipping restrictions, it is sometimes necessary to ship crossarms separate from the poletop section. For these situations, the crossarms are designed to easily attach to the poletop.

Tools/Materials Needed

Musco Supplied:

- ☐ ¾ in drive 11/16 in socket
- ☐ ¾ in drive breaker bar
- ☐ ¾ in drive 4 in extension
- ☐ 1½ in wrench
- Spreader bars
- → ¾ in fasteners (for spreader bars)
- 5% in structural fasteners
- ☐ % in wrench

Contractor Supplied:

☐ Torque wrench with ¾6 and ¾6 in socket

Assembly Procedure



Verify pole ID on crossarm matches ID of pole.

Note: Each crossarm is factory assembled for a specific position on poletop section to ensure correct aiming. Top side of crossarm is labeled with crossarm's position number. Example: Position 1 is installed on first position from top of poletop section.



Position crossarm near poletop, and feed crossarm wire harness through hole in center of poletop plate.

Route wire harness for crossarms 1–3 to top of pole.

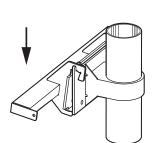
Route wire harness for crossarms 4–7 to handhole below crossarm position 5.



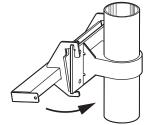
Position crossarm as shown below.



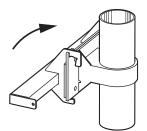
Ensure crossarm wire harness is not pinched between mating plates.











Crossarm

Crossarm wire harness Poletop plate

Crossarm

Poletop

Provided

hardware (4 holes)

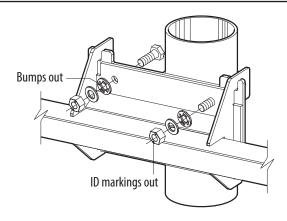
plate



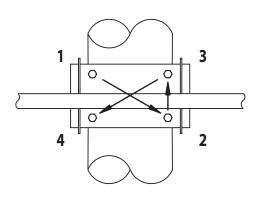
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Bolt-on Crossarms

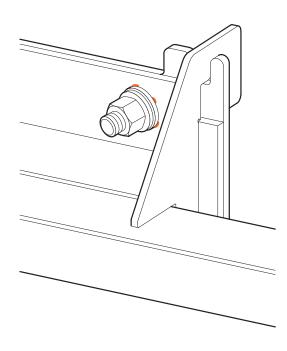
Install bolts through plates with threads away from pole. Place direct tension indicating (DTI) washer next, with flat surface (orange material) against plate, and bumps facing out toward nut. Place flat washer next, followed by nut. Small ID markings on nut must face out to allow proper identification of nut.



Snug all nuts. Using supplied 11/16 in wrench, tighten each nut until plates are in firm contact. Follow tightening sequence shown.



Using supplied breaker bar, 11/16 in socket, extension, and wrench, tighten each nut until orange extrusion appears from at least three bumps.



Bolt-on Crossarms

6

Repeat steps 1–5 for remaining crossarms.

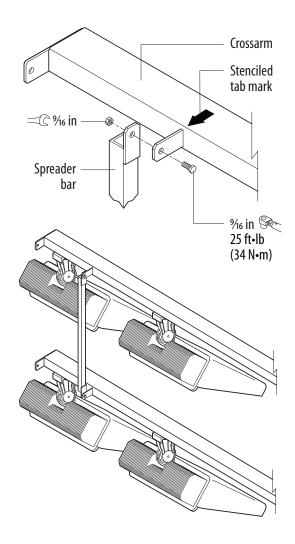


Do not reuse structural fasteners. Discard if removed or loosened after tightening.

- Refer to the *Field Aiming Diagram* to determine if a pole requires spreader bars. If so, spreader bars are bundled together and marked with the pole ID. Additionally, the pole crossarms are stenciled indicating which tabs to use. Crossarms are joined in groups of two or three with the greatest grouping on top; do not form other groupings.
- Install spreader bars with ¾ in fasteners at the locations marked on each crossarm. Torque to 25 ft•lb (34 N•m).

Spreader bars may come in two sizes, 30½ in (775 mm) and 60 in (1524 mm). Always install longer bars to upper three crossarms.

See Installation Instructions: Platform, Climbing Steps, and Safety Cable, if your project includes these items.





Electrical Components Enclosure

Overview

The electrical components enclosure is factory-wired and tested. Built-in hardware allows for easy attachment to the galvanized steel pole. Quick-connect plug-ins ensure trouble-free connection to the poletop luminaire assembly via the wire harness.

Tools/Materials Needed

Musco Supplied

- □ % in wrench

Contractor Supplied

- Phillips-head screwdriver
- Standard screwdriver

Assembly Procedure



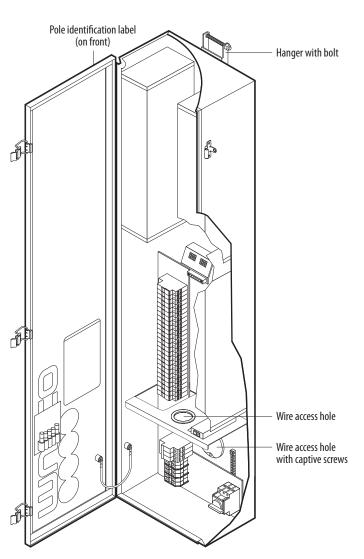
Verify pole ID on electrical components enclosure matches pole location on *Field Aiming Diagram*.



Caution

Electrical components enclosures are heavy.

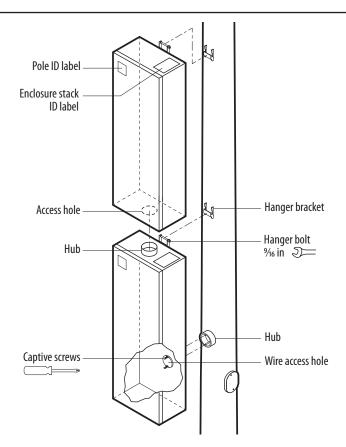
Electrical components enclosure may weigh up to 65 lb (30 kg). Lift carefully with two people to avoid injury.





Electrical Components Enclosure

- Mount bottom enclosure on pole. Align wire access hole with hub. Tighten captive screws using Phillips-head screwdriver. Tighten hanger bolt with % in wrench.
- Mount middle and/or top enclosures. Align access hole with hub and slide box onto hanger bracket. Tighten hanger bolt with % in wrench.





Only qualified personnel may perform wiring. Route wires as shown, but leave the final connections for your electrician. See section *Connecting to Supply Wiring*.

- Route driver harnesses from top and middle enclosures to bottom enclosure and plug into connector mounted in bracket.
- Route equipment grounding conductor and enclosure harnesses from top and middle enclosures to bottom enclosure.
- Repeat steps 1 4 for each stack.



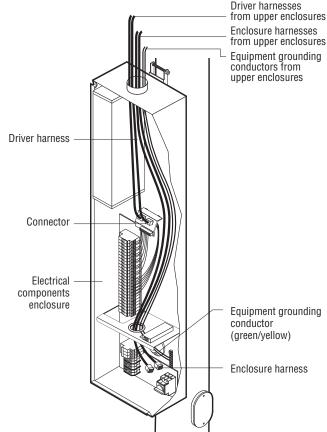
Warning

Pole rotation may be required to assemble all components onto the pole. Do not stand under pole when lifting. Steady pole with two people holding crossarms. Allow for pole to safely rotate around when it is high enough for crossarms and electrical components enclosures to clear the ground.



Caution - Equipment Damage

Properly support pole to ensure components do not get damaged. Do not attach components to pole without the pole being properly supported.





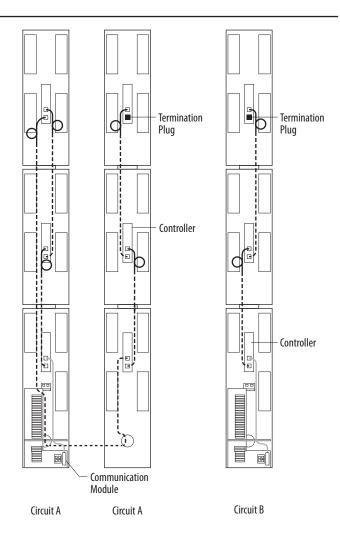
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Electrical Components Enclosure

Note: Skip steps 6–7 if controller not present.



Pull communication cables down from top and middle boxes and plug into controller in enclosure below as shown

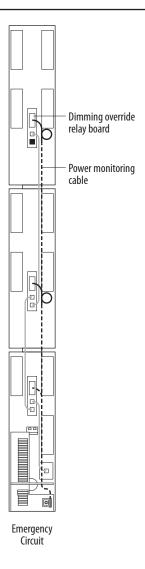


Electrical Components Enclosure

Note: Skip step 7 if emergency egress lighting dimming override relay board is not present.

7

Pull power monitoring cable from dimming override relay board in top and middle enclosures down to bottom enclosure and land black wire on terminal block M1 and blue/white wire on terminal block M2.

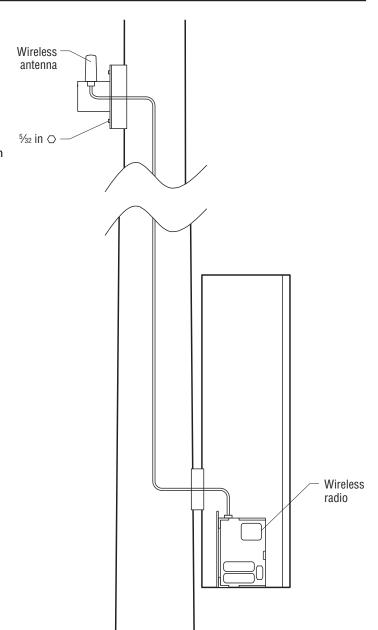




Electrical Components Enclosure

Note: Skip steps 8-9 if wireless antenna not present.

- Using a 5/32 in hex wrench mount the wireless antenna on the handhole provided. Route the coaxial cable down the pole into bottom electrical components enclosure.
- Install the coaxial cable on the wireless radio located in the electrical components enclosure.





Wire Harness

Overview

The factory-built wire harness connects the electrical components enclosure to the poletop luminaire assembly.

Tools/Materials Needed

Musco Supplied

☐ 5/32 in hex key

☐ % in wrench

Contractor Supplied

Fish tape

Electrician's tape

Assembly Procedure



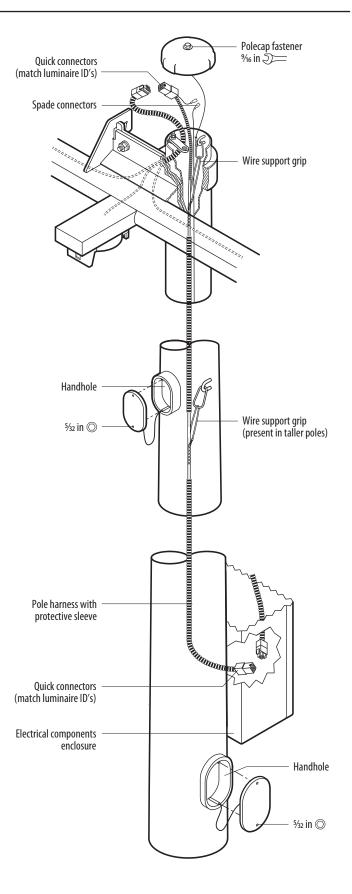
Verify pole ID on wire harness matches pole location on *Field Aiming Diagram*.

- Remove handhole covers using 5/32 in hex key. Remove polecap using 1/36 in wrench.
- Fish all pole wire harnesses between poletop and appropriate electrical components enclosure(s). Use lower handhole to access enclosure hubs. Ensure protective sleeve extends through access hub and tuck harnesses behind subpanel.
- Attach support grips at poletop and midpole (if present).
- Mate quick-connectors at poletop and inside electrical components enclosure(s). Match driver/luminaire IDs.

Note: Each bolt-on crossarm has at least one separate harness. There is one additional spade connector for pole alignment beam.

5

Replace handhole covers and polecap.





Luminaire Attachment

Overview

Luminaires are factory built and shipped in individual cartons. They are aimed in the factory and ready for installation. Do not disassemble knuckle.

Tools/Materials Needed

Musco Supplied

☐ 1/16 in ratcheting combination wrench

Note: Leave luminaires in box until ready to assemble. Keep protective cover on luminaire until ready to set pole. Do not leave luminaires unassembled from crossarm in wet conditions.

Contractor Supplied:

☐ Torque wrench with 7/16 in socket



Caution

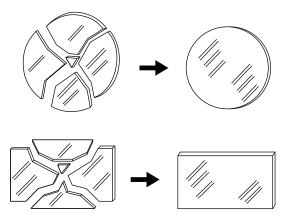
No User Serviceable Parts

If protective lens glass is cracked or broken, luminaire must be replaced.

Luminaire light source is not replaceable; when light source reaches end of life entire luminaire must be replaced.



Contact your local Musco representative for maintenance or replacement.





Luminaire Attachment

Assembly Procedure



Verify pole ID on luminaire cartons matches pole and location on *Field Aiming Diagram*.



Remove and discard orange protective caps from luminaire knuckle and mounting plate that cover electrical connections. Do not remove orange tag around captive bolts.

Note: The luminaire style may vary from what is shown.



Warning

Pole rotation may be required to assemble all components onto the pole. Do not stand under pole when lifting. Steady pole with two people holding crossarms. Allow for pole to safely rotate around when it is high enough for crossarms and electrical components enclosures to clear the ground.

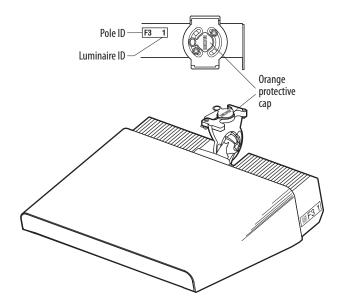


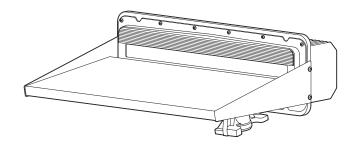
Caution - Equipment Damage

Properly support pole to ensure components do not get damaged. Do not attach components to pole without the pole being properly supported.



Some luminaires may attach to auxiliary brackets, refer to *Installation Instructions: Auxiliary Bracket*.







Luminaire Attachment

2

Match luminaire ID to crossarm and install luminaire onto mounting plate. Insert back of knuckle into mounting plate and pivot into position.

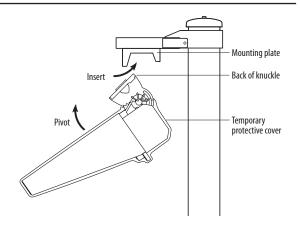
Note: The luminaire style may vary from what is shown.

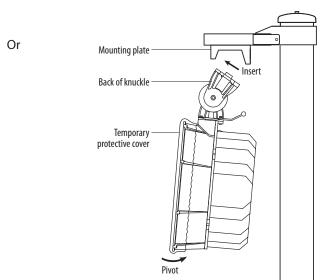
Weight
25 lb (11 kg)
40 lb (18 kg)
25 lb (11 kg)
38 lb (17 kg)
34 lb (15 kg)
40 lb (18 kg)
40 lb (18 kg)
114 lb (52 kg)
80 lb (36 kg)
45 lb (20 kg)
106 lb (48 kg)
67 lb (30 kg)
20 lb (9 kg)
40 lb (18 kg)
40 lb (18 kg)
38 lb (17 kg)

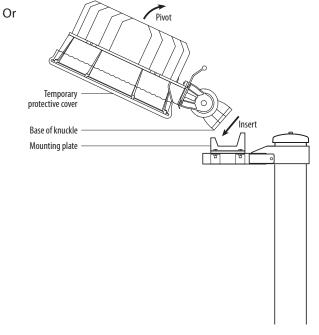


Caution

Luminaire may be heavy. Lift carefully with two people to avoid injury.

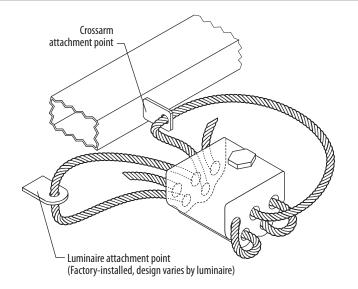






Luminaire Attachment

- Attach luminaire retaining cable (if present). Route luminaire cable through crossarm anchor point, through luminaire block, and back through the block under the set screw. Luminaire attachment point will vary per luminaire design.
- Using % in socket and torque wrench, tighten cable set screw to 60 in•lb (6.8 N•m)



Tighten captive mounting bolts. Orange tag will break loose before all bolts are fully tight - continue tightening. Torque must not exceed 20 ft-lb (27 N-m). To avoid overtightening, use provided \%6 in combination wrench.



Warning Luminaire may fall if bolts are not tight.

Do not remove tag before tightening bolts.



See Installation Instructions: Climbing Steps and Safety Cable, if your project includes these items.



Warning

Pole rotation may be required to assemble all components onto the pole. Do not stand under pole when lifting. Steady pole with two people holding crossarms. Allow for pole to safely rotate around when it is high enough for crossarms and electrical components enclosures to clear the ground.



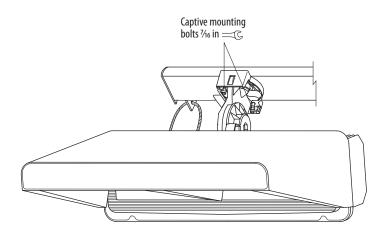
Caution - Equipment Damage

Properly support pole to ensure components do not get damaged. Do not attach components to pole without the pole being properly supported.



If pole has auxiliary equipment, refer to *Installation Instructions: Auxiliary Bracket*.

Note: Attaching auxiliary brackets before setting pole may interfere with slings. Attaching auxiliary brackets after pole is set may be preferable depending on height of auxiliary bracket.





Pole Setting and Alignment

Overview

All luminaires are factory aimed to their exact position on the field. To ensure the proper pole orientation, a simple-to-use pole alignment beam completes the precision field aiming. The pole alignment beam is attached in the factory to each pole.

Tools/Materials Needed

Musco Supplied

- ☐ Field Aiming Diagram
- ☐ Steel chain
- ☐ Steel bar
- Pole rotator kit
- □ Dishwashing liquid (original Dawn®, ECOS® Pro, or DIAO™ brand)
- □ Level

Contractor Supplied

- ☐ Chalk or pencil
- ☐ Load-rated shackles as required
- ☐ Load-rated nylon slings as required
- ☐ Spray paint, chalk, or flags (to mark aiming points on field)
- ☐ Two 1½ ton chain come-alongs

Installation Procedure



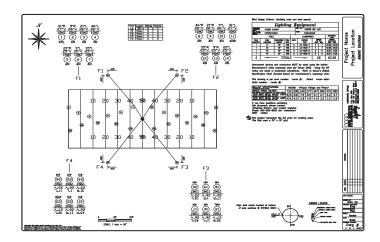
Verify pole ID matches precast concrete base and pole location on *Field Aiming Diagram*.



Mark aiming point(s) on field using *Field Aiming Diagram*. Poles may have individual aiming points or may all be aimed to a common point.

2

Lubricate concrete base with provided dishwashing liquid.

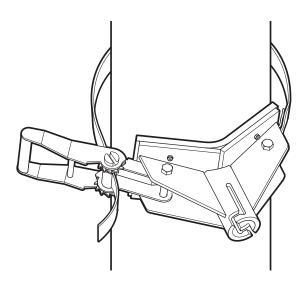


Attach pole rotator clamp approximately 12 in (300 mm) above bottom of pole. Wrap strap around pole and cinch tightly.



Caution Risk of injury or property damage.

Rotator bar can swing with force as pole is lifted. Do not install until you are ready to lower pole onto base (step 8).





Pole Setting and Alignment



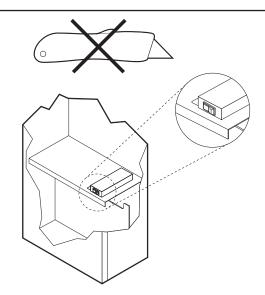
Remove temporary protective cover from luminaires (if present). Do not use knife.



Warning Laser radiation hazard

Pole alignment beam is safe for viewing at a distance of three feet (one meter) or more. Do not look into beam from closer than three feet (one meter).

Turn on alignment beam and check. Device has toggle switch inside electrical components enclosure. For poles with platforms, alignment beam device has a rotary switch located on the back of the alignment device.





Warning

Improper rigging can cause pole sections to separate and fall.

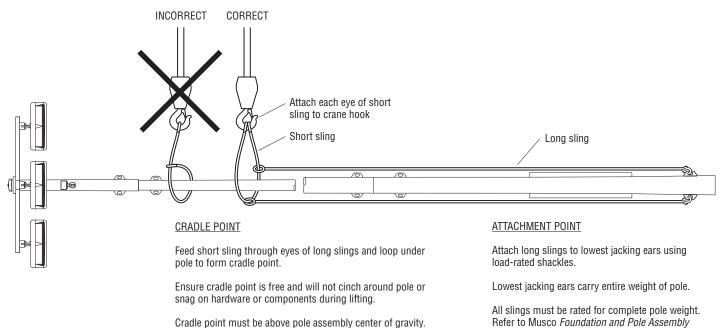
Follow these instructions carefully. Do not choke pole or lift from crossarms.

6

Sling pole using this recommended method (see illustration). You must lift pole from lowest section. Friction between assembled sections will not hold pole together when lifting. To keep pole upright when lifting, ensure cradle point is above pole center of gravity. Ensure cradle point is free and will not cinch around pole or snag on hardware or components during lifting.



Warning





Drawing.

Pole Setting and Alignment



Warning Crushing hazard

Pole can rotate with force, causing injury.

Do not stand under pole when lifting. Steady pole with two people holding crossarms. Allow pole to safely rotate around when it is high enough for crossarms and electrical components enclosures to clear the ground.

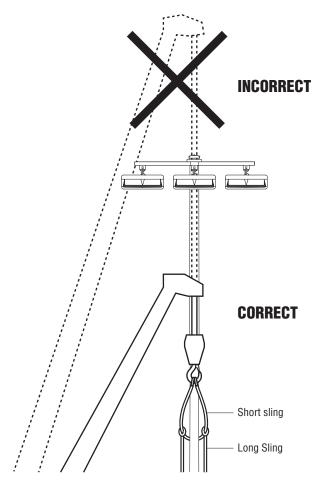


Lift pole. Use care to avoid dragging bottom of pole. Keep crane head below crossarms.



Watch for these signs to ensure you are lifting pole properly:

- Short sling slides freely up the pole and long slings tighten.
- Top of pole rises first.
- Short sling does not choke or snag on pole.
- Lowest jacking ears carry entire weight of pole.



When pole is suspended, insert rotator bar to clamp and turn to lock in place. Guide pole into position over base using rotator bar and lower onto base. Do not allow pole to seat on base until it is properly aimed (step 9). Pole should rotate with reasonable force applied to bar, but not freely.



Warning Pinching hazard

Keep hands clear when setting pole on concrete base.





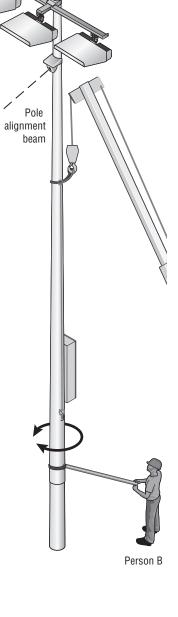
Pole Setting and Alignment



Align pole using alignment beam. Device projects a narrow vertical beam of light that is only visible when you are aligned with it. This step requires two people.

Person A: Stand on field aiming point and look at pole alignment device. It is mounted below lowest crossarm. Walk parallel to crossarms until you see beam. Signal person B to rotate pole left or right until beam aligns with aiming point. Beam may be visible, however when pole is aligned, you will see a bright flash as you stand directly on aiming point.

Person B: Following direction from person A, rotate pole left or right until it is aligned.





Person A



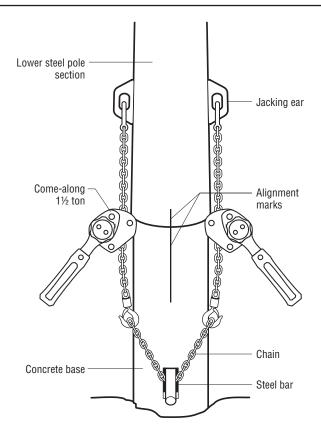
Warning Laser radiation hazard

Pole alignment beam is safe for viewing at a distance of three feet (one meter) or more. Do not look into beam from closer than three feet (one meter). Do not use binoculars, camera, or telescope to view beam from any distance. Locator beam is a class 2M laser device. Wavelength: 635-660 nm, laser power for classification: <1 mW continuous, divergence: <1.5 mrad x 1 rad. Using alignment beam in a manner other than as described here may result in hazardous exposure. Do not modify, dismantle, or attempt to repair.



Pole Setting and Alignment

- Once pole is aligned, use level to draw a thin vertical 10 alignment mark on pole and concrete base. Use mark to verify alignment is maintained while lowering pole (step 11) and jacking onto base (step 12).
- Lower pole into position. Hold pole rotator bar to maintain alignment until pole seats on base. Remove rotator bar and clamp.
- Insert provided steel bar through base. Wrap provided 12 chain around base below steel bar. Attach two 1½ ton come-alongs to jacking ears. To avoid twisting, attach come-alongs to provided chain directly below jacking ears. If ears align parallel with steel bar, do not use chain. Pull pole down onto base, keeping marks aligned. Ensure minimum overlap per Musco Foundation and Pole Assembly Drawing.
- If pole seats out of alignment, contact Musco to request separating tools. See *Installation Instructions*: Separating Steel Pole from Concrete Base.
- If pole has climbing steps and safety cable, see Installation Instructions: Climbing Steps and Safety Cable for cable tensioning instructions.



Connecting to Supply Wiring

Overview

The final step of installation is connecting the supply wiring at the subpanel. Terminals for phase wires and neutral (if used), disconnect switch with lockout, and equipment ground bar are provided on the subpanel in the electrical components enclosure. If there are multiple circuits on the pole, a disconnect is provided for each circuit. This may be on a separate subpanel in another enclosure. The lighting system uses an integrated lightning ground embedded in the precast concrete base. Depending on foundation design and/or soil conditions, a supplemental grounding electrode may be required.

Tools/Materials Needed

Musco Supplied

- ☐ ¾6 in hex key (ground bar)
- 5/16 in hex key (bonding terminal inside handhole)
- 5/32 in hex key (handhole covers)
- ☐ 5 mm hex key (125 A disconnect terminals)
- Equipment bonding jumper

Contractor Supplied

- ☐ Underground wiring and conduit
- ☐ Main power disconnect and distribution panel(s)
- Standard screwdriver
- ☐ 3 m (10 ft) stepladder or small line truck

Installation Procedure



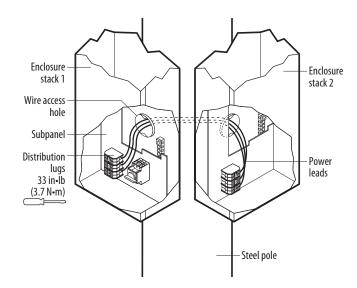
Musco Control System Summary or Field Aiming Diagram provides electrical loading information needed to size wire and switchgear.

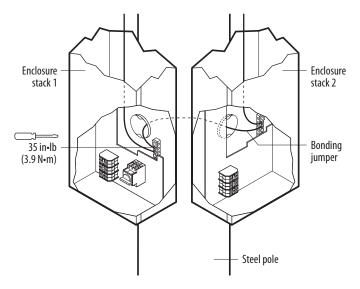
Musco provides instructions for installing Control-Link™ control system or lighting contactor cabinet when these items are part of your project.

If pole has multiple stacks on the same electrical circuit, route lower loads from second stack to distribution lugs on main subpanel.

Route all power leads for lighting equipment to appropriate subpanel locations.

Connect equipment grounding conductors (green/yellow) from each upper enclosure to equipment ground bar in bottom enclosure. If pole has multiple stacks, connect bonding jumper from stack one. Tighten lugs using 3/16 in hex key.



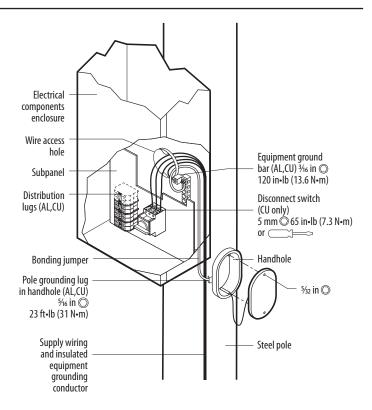




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Connecting to Supply Wiring

- Remove handhole cover using 5/32 in hex key. Rout supply wiring through access hub into electrical components enclosure.
- Connect insulated equipment grounding conductor (supply) to ground bar. Tighten lug using 3/6 in hex key.
- Disconnect is rated for copper wire only. Contact Musco for adaptor or use UL Listed adaptor for aluminum supply wire.
- Connect phase wires (supply) to disconnect switch.
 Tighten lugs using standard screwdriver (45 A
 disconnect) or 5 mm hex key (125 A disconnect).
 Connect neutral wire (if used) to distribution lug.
 Tighten lug using standard screwdriver.



Disconnect Wiring Information

Disconnect Rating	Terminal	Wire Size Range	Strip Length	Torque
	L	12-3 AWG (4-25 mm ²)*	0.63 in (16 mm)	25 in•lb (2.8 N•m)
45 A	N	16-4 AWG (1.5-25 mm ²)*	0.56 in (14 mm)	27 in•lb (3.1 N•m)
	G	14-2/0 AWG (2.5-50 mm ²)**	NA	120 in•lb (13.6 N•m)
	L	10-2 AWG (6-35 mm ²)*	0.63 in (16 mm)	50 in•lb (5.6 N•m)
125 A		1-2/0 AWG (40-50 mm ²)*	0.63 in (16 mm)	65 in•lb (7.3 N•m)
12371	N	16-1/0 AWG (1.5-50 mm ²)*	0.71 in (18 mm)	33 in•lb (3.7 N•m)
	G	14-2/0 AWG (2.5-50 mm ²)**	NA	120 in•lb (13.6 N•m)

^{*}Stranded cable, single conductor, copper only



 $[\]hbox{\tt **Stranded cable, single conductor, copper or aluminum}\\$

Connecting to Supply Wiring

- Route provided equipment bonding jumper (green/yellow) through access hub to pole grounding lug inside handhole. Tighten lug using 5% in hex key.
- Ensure all handhole covers are installed and electrical components enclosure is closed and latched.
- If your project includes a supplemental grounding electrode kit, follow instructions in kit for installing electrode.



Warning Risk of electric shock.

Terminate equipment grounding conductor at equipment ground bar in electrical components enclosure.

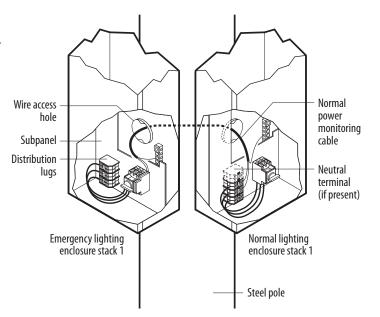


Warning Lightning hazard.

For poles located near metal fences, metal bleachers, or other metal structures, bond structures to pole ground to maintain equal electrical potential.

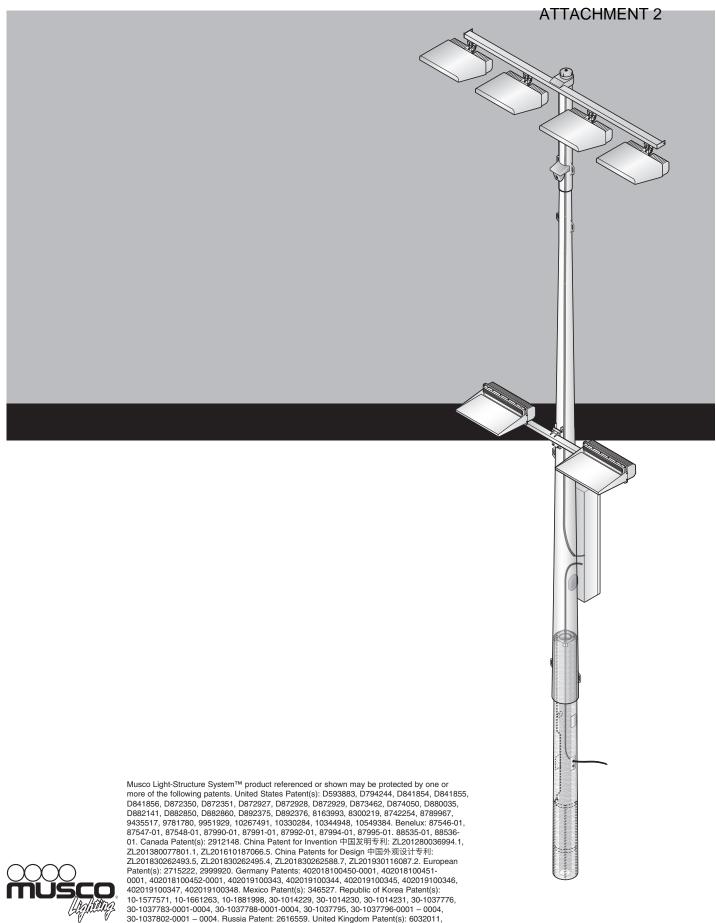
Note: Skip step 8 if no emergency egress lighting is present.

Route cable for normal power to adjacent enclosure stack. Connect black wire and blue/white wire to any two active terminals A, B, C, or neutral, if present, and green wire to ground bar.





TECHNICAL SPECIFICATIONS FOR COSTA MESA TENNIS CENTER



6032022, 6032023, 6056943, 6056944, 6056945, 6056946, 6056947, 6056948. U.S. and foreign



WWW.musco.com patents pending. [Pat_057R]

ATTACHMENT 2

Tewinkle Park Tennis

Costa Mesa,CA

Lighting System

ole / Fixtur	e Summary					
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
T1, T8	50'	50'	2	TLC-LED-550	1.08 kW	Α
T2	50'	50'	2	TLC-LED-550	1.08 kW	Α
		50'	2	TLC-LED-550	1.08 kW	В
Т3	50'	50'	2	TLC-LED-550	1.08 kW	В
		50'	2	TLC-LED-550	1.08 kW	С
T4	50'	50'	2	TLC-LED-550	1.08 kW	С
T5	50'	50'	2	TLC-LED-550	1.08 kW	С
		50'	2	TLC-LED-550	1.08 kW	D
Т6	50'	50'	2	TLC-LED-550	1.08 kW	С
		50'	2	TLC-LED-550	1.08 kW	В
		50'	2	TLC-LED-550	1.08 kW	Е
		50'	2	TLC-LED-550	1.08 kW	D
T7	50'	50'	2	TLC-LED-550	1.08 kW	В
		50'	2	TLC-LED-550	1.08 kW	Α
T9, T14	50'	50'	2	TLC-LED-550	1.08 kW	F
T10	50'	50'	2	TLC-LED-550	1.08 kW	F
		50'	2	TLC-LED-550	1.08 kW	E
T11	50'	50'	2	TLC-LED-550	1.08 kW	D
T12	50'	50'	2	TLC-LED-550	1.08 kW	D
		50'	2	TLC-LED-550	1.08 kW	E
T13	50'	50'	2	TLC-LED-550	1.08 kW	F
		50'	2	TLC-LED-900	1.78 kW	Е
14			48		26.62 kW	

Circuit Sumn	Circuit Summary							
Circuit	Description	Load	Fixture Qty					
Α	Tennis 1-2	4.32 kW	8					
В	Tennis 3-4	4.32 kW	8					
С	Tennis 5-6	4.32 kW	8					
D	Tennis 7-8	4.32 kW	8					
E	Tennis 9-10	5.02 kW	8					
F	Tennis 11-12	4.32 kW	8					

Fixture Type Summary							
Туре	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-550	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	46
TLC-LED-900	LED 5700K - 75 CRI	890W	89,600	>120,000	>120,000	>120,000	2

Single Luminaire Amperage Draw Chart							
Driver (.90 min power factor) Max Line Amperage Per Luminaire				re			
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4
TLC-LED-900	5.3	5.0	4.6	4.0	3.2	2.9	2.3

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric			Illumination			Circuits	Fixture Qty
Grid Name	Calculation Metric	Ave	Min	Max	Max/Min	Ave/Min	Circuits	Fixture Qty
Tennis 1-2	Horizontal Illuminance	32.4	23	39	1.65	1.41	Α	8
Tennis 11-12	Horizontal Illuminance	30.4	20	38	1.87	1.52	F	8
Tennis 3-4	Horizontal Illuminance	31.8	23	39	1.73	1.38	В	8
Tennis 5-6	Horizontal Illuminance	33	24	44	1.87	1.37	С	8
Tennis 7-8	Horizontal Illuminance	32.6	26	39	1.50	1.25	D	8
Tennis 9-10	Horizontal Illuminance	31.4	25	40	1.63	1.26	E	8

From Hometown to Professional











EQI	EQUIPMENT LIST FOR AREAS SHOWN									
	P	ole			Luminaires					
OTY	LOCATION	SIZE	GRADE	MOUNTING	LUMINAIRE	QTY /	THIS	OTHER		
QII	LOCATION	JIZL	ELEVATION	HEIGHT	TYPE	POLE	GRID	GRIDS		
2	T1, T8	50'	-	50'	TLC-LED-550	2	2	0		
2	T2, T7	50'	-	50'	TLC-LED-550	4	2	2		
1	A TOTALS						Q	1		



Tewinkle Park Termis 2

Costa Mesa,CA

GRID SUMMARY Name: Tennis 1-2 Size: 2 Court - 12' Spacing Spacing: 20.0' x 20.0' Height: 3.0' above grade

ILLUMINATION SUMMARY Guaranteed Average: Scan Average: 32.35 Maximum: Minimum: 23 Avg / Min: 1.38 Guaranteed Max / Min: Max / Min: 1.65 UG (adjacent pts): 0.00 CU: 0.72 No. of Points: 30 LUMINAIRE INFORMATION Applied Circuits: A No. of Luminaires: 8 Total Load: 4.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

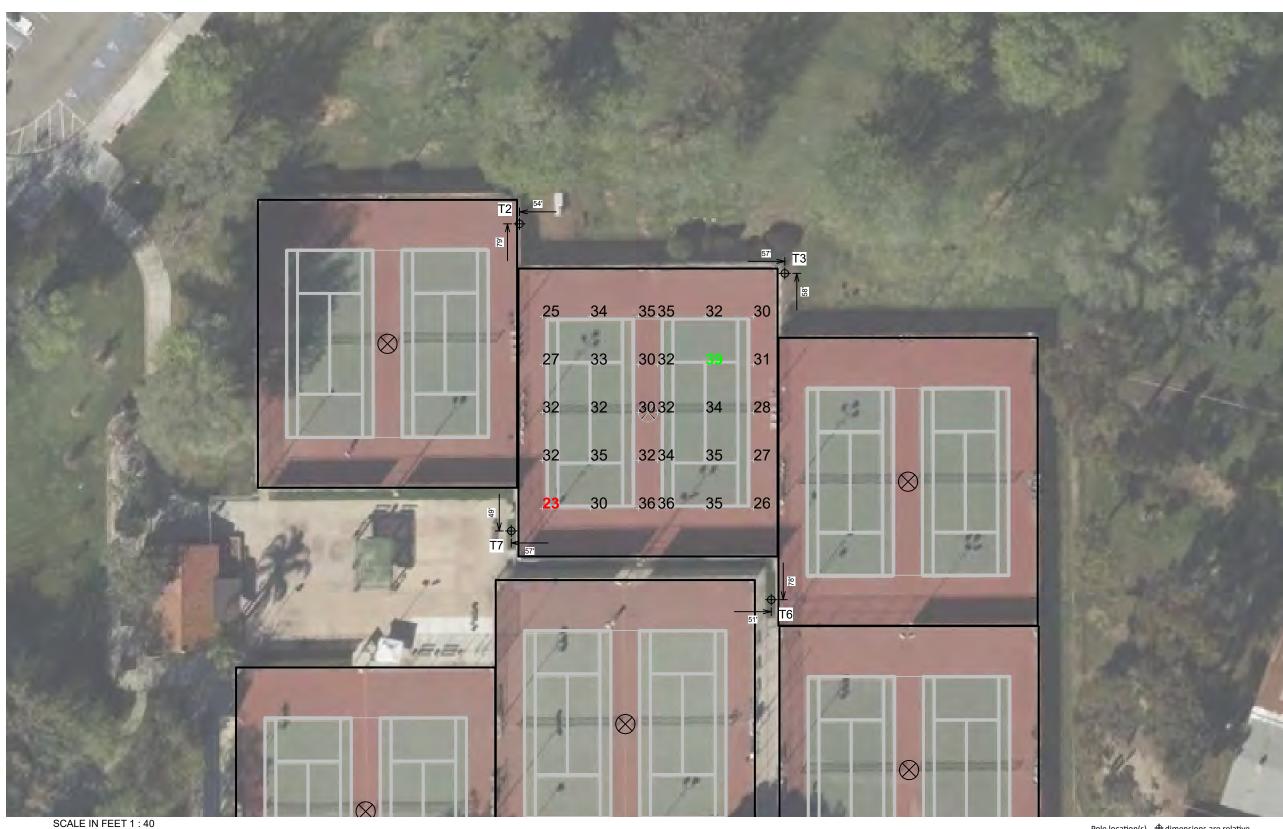
Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



EQI	EQUIPMENT LIST FOR AREAS SHOWN									
	P	ole			Luminaires					
OTY	LOCATION	SI7F	GRADE	MOUNTING	LUMINAIRE	QTY /	THIS	OTHER		
4	LOGATION	SIZE	ELEVATION	HEIGHT	TYPE	POLE	GRID	GRIDS		
3	T2-T3, T7	50'	-	50'	TLC-LED-550	4	2	2		
1	T6	50'	-	50'	TLC-LED-550	4/4*	2	6		
4	TOTALS 20 8						12			

^{*} This structure utilizes a back-to-back mounting configuration



Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \otimes

Tewinkle Park Terril MENT 2

Costa Mesa,CA

Rame: Tennis 3-4
Size: 2 Court - 12' Spacing
Spacing: 20.0' x 20.0'
Height: 3.0' above grade

ILLUMINATION S	ILLUMINATION SUMMARY					
MAINTAINED HORIZONTA	AL FOOTCANDLES					
	Entire Grid					
Guaranteed Average:	30					
Scan Average:	31.84					
Maximum:	39					
Minimum:	23					
Avg / Min:	1.40					
Guaranteed Max / Min:	2.5					
Max / Min:	1.73					
UG (adjacent pts):	0.00					
CU:	0.71					
No. of Points:	30					
LUMINAIRE INFORMATIO	N					
Applied Circuits:	В					
No. of Luminaires:	8					
Total Load:	4.32 kW					

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



EQI	EQUIPMENT LIST FOR AREAS SHOWN									
Pole Luminaires										
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS		
2	T3, T5	50'	-	50'	TLC-LED-550	4	2	2		
1	T4	50'	-	50'	TLC-LED-550	2	2	0		
1	T6	50'	-	50'	TLC-LED-550	4/4*	2	6		
4	TOTALS					18	8	10		

^{*} This structure utilizes a back-to-back mounting configuration



Pole location(s) \bigoplus dimensions are relative to 0,0 reference point(s) \bigotimes

Tewinkle Park Termis 2

Costa Mesa,CA

GRID SUMMARY	
Name:	Tennis 5-6
Size:	2 Court - 12' Spacing
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY				
MAINTAINED HORIZONTAL FOOTCANDLES				
	Entire Grid			
Guaranteed Average:	30			
Scan Average:	32.97			
Maximum:	44			
Minimum:	24			
Avg / Min:	1.40			
Guaranteed Max / Min:	2.5			
Max / Min:	1.87			
UG (adjacent pts):	0.00			
CU:	0.74			
No. of Points:	30			
LUMINAIRE INFORMATION				
Applied Circuits:	С			
No. of Luminaires:	8			
Total Load:	4.32 kW			

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



EQUIPMENT LIST FOR AREAS SHOWN								
Pole Luminaires								
OTY	LOCATION	SIZE	GRADE	MOUNTING	LUMINAIRE	QTY /	THIS	OTHER
Q11 LOCATION	SIZE	ELEVATION	HEIGHT	TYPE	POLE	GRID	GRIDS	
2	T5, T12	50'	-	50'	TLC-LED-550	4	2	2
1	T6	50'	-	50'	TLC-LED-550	4/4*	2	6
1	T11	50'	-	50'	TLC-LED-550	2	2	0
4	4 TOTALS				18	8	10	

^{*} This structure utilizes a back-to-back mounting configuration



Tewinkle Park TermiNENT 2

Costa Mesa,CA

GRID SUMMARY	
Name:	Tennis 7-8
Size:	2 Court - 12' Spacing
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY				
MAINTAINED HORIZONTAL FOOTCANDLES				
	Entire Grid			
Guaranteed Average:	30			
Scan Average:	32.61			
Maximum:	39			
Minimum:	26			
Avg / Min:	1.26			
Guaranteed Max / Min:	2.5			
Max / Min:	1.50			
UG (adjacent pts):	0.00			
CU:	0.73			
No. of Points:	30			
LUMINAIRE INFORMATION				
Applied Circuits:	D			
No. of Luminaires:	8			
Total Load:	4.32 kW			

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

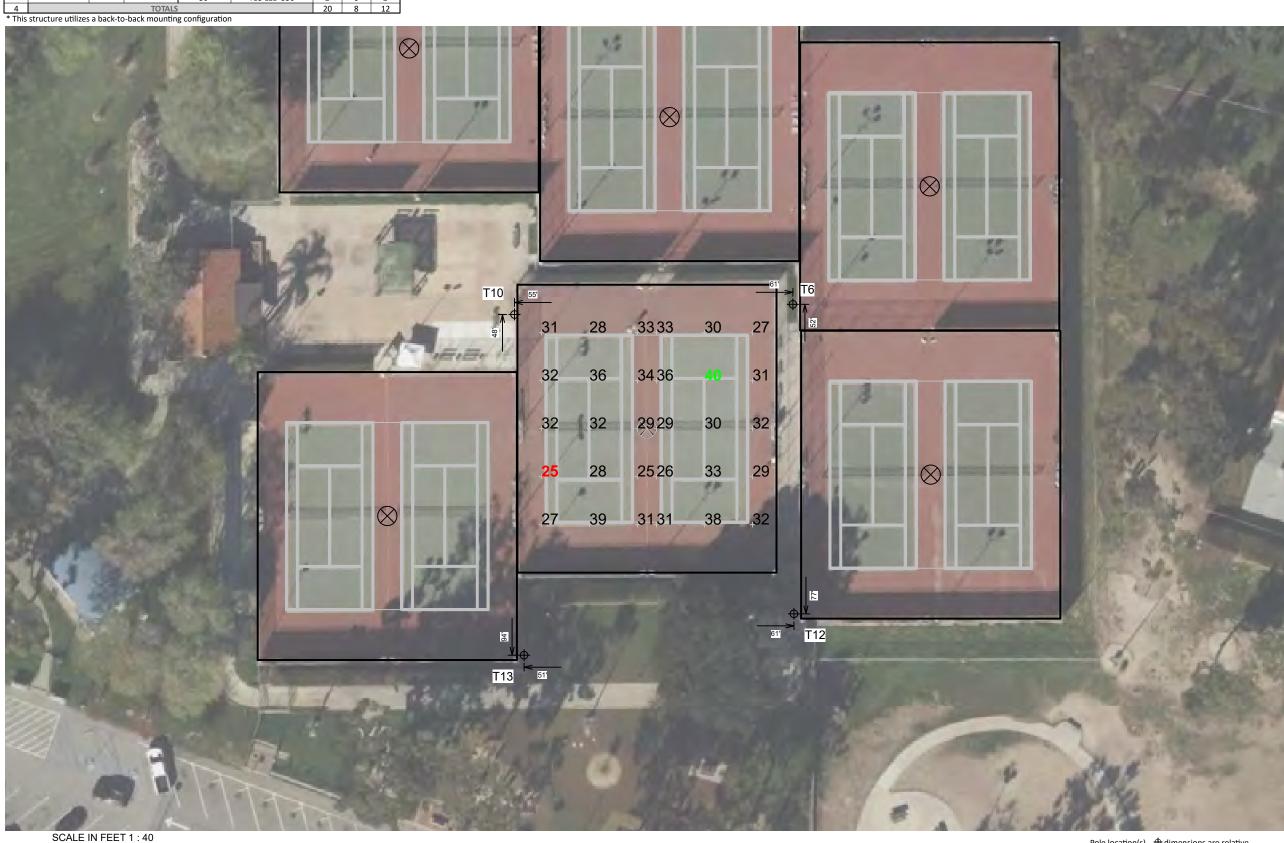
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: D. Lohman · File #215837A · 21-Jul-23



Pole location(s) \bigoplus dimensions are relative to 0,0 reference point(s) \bigotimes

Tewinkle Park Termi PENT 2

Costa Mesa,CA

RID SUMMARY

Name:
Size:
Spacing:
Spacing:
400' x 20.0' x 20.0'
Height:
3.0' above grade

ILLUMINATION SUMMARY					
MAINTAINED HORIZONTAL FOOTCANDLES					
Entire Grid					
Guaranteed Average:	30				
Scan Average:	31.40				
Maximum:	40				
Minimum:	25				
Avg / Min:	1.27				
Guaranteed Max / Min:	2.5				
Max / Min:	1.63				
UG (adjacent pts):	0.00				
CU:	0.66				
No. of Points:	30				
LUMINAIRE INFORMATIO	LUMINAIRE INFORMATION				
Applied Circuits:	E				
No. of Luminaires:	8				
Total Load:	5.02 kW				

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
OTV	QTY LOCATION	LOCATION SIZE	GRADE	MOUNTING	LUMINAIRE	QTY /	THIS	OTHER
QII			ELEVATION	HEIGHT	TYPE	POLE	GRID	GRIDS
2	T9, T14	50'	-	50'	TLC-LED-550	2	2	0
1	T10	50'	-	50'	TLC-LED-550	4	2	2
1	T13	50'	-	50'	TLC-LED-900	2	0	2
				50'	TLC-LED-550	2	2	0
4	4 TOTALS				12	8	4	



Tewinkle Park Termin 2

Costa Mesa,CA

Rame: Size: 2 Court - 12' Spacing 20.0' x 20.0' x 1.0' above grade

ILLUMINATION SUMMARY Guaranteed Average: Scan Average: 30.35 Maximum: Minimum: 20 Avg / Min: 1.48 Guaranteed Max / Min: Max / Min: 1.87 UG (adjacent pts): 0.00 CU: 0.68 No. of Points: 30 LUMINAIRE INFORMATION Applied Circuits: F No. of Luminaires: 8 Total Load: 4.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

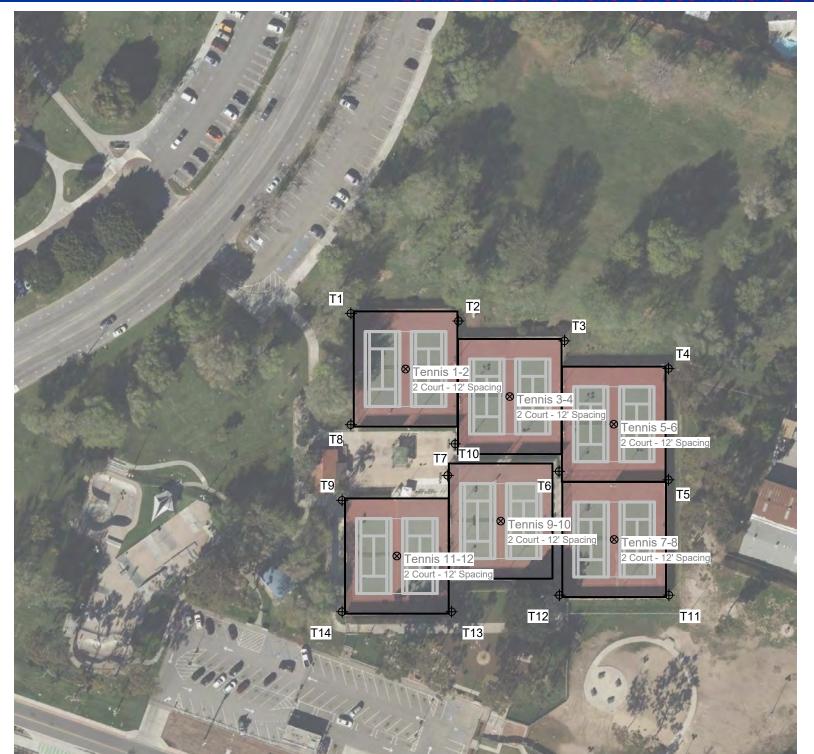
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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to 0,0 reference point(s) \otimes

TECHNICAL SPECIFICATIONS FOR COSTA MESA TENNIS CENTER



Tewinkle Park TermiNENT 2

Costa Mesa,CA

EQUIPMENT LAYOUT

INCLUDES:

· Tennis 1-2

Tennis 11-12

Tennis 3-4

Tennis 5-6 Tennis 7-8

Tennis 7-8
Tennis 9-10

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQ	EQUIPMENT LIST FOR AREAS SHOWN						
	Po	ole		Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	
6	T1, T4	50'	-	50'	TLC-LED-550	2	
	T11, T14						
	T8-T9						
1	T6	50'	-	50'	TLC-LED-550	4/4*	
6	T12	50'	-	50'	TLC-LED-550	4	
	T2-T3, T5						
	T7, T10						
1	T13	50'	-	50'	TLC-LED-900	2	
				50'	TLC-LED-550	2	
14	TOTALS				48		
* TL:	c ctructuro ut	211	احصا مقالما		£'	•	

* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART							
Driver (.90 min power factor)		Line A	mpera (r	age Pe	er Lum v)	ninaire	2
Single Phase Voltage	208	220	240	277	347 (60)	380	480 (60)
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4
TLC-LED-900	5.3	5.0	4.6	4.0	3.2	2.9	2.3

SCALE IN FEET 1 : 100

0' 100' 200'

ENGINEERED DESIGN By: D. Lohman · File #215837A · 21-Jul-23



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Project Name: Tewinkle Park Tennis | Project #: 215837 Control System ID: 1 of 1 Distribution Panel Location/ID: Tewinkle Park Tennis

Project Information

Control System

Control System ID:

Control System Type:

Control-Link® Control and Monitoring

System

Communication Type:

Project Notes:

PRELIMINARY CONTROL SUMMARY

240V/1P, LED C&M, Powerline.

Power Requirements

Control cabinet(s):

Control voltage (phase to neutral VA loading - Inrush VA loading - Sealed

Lighting Circuits:

Voltage/Hertz/Phase

	Equipment Listing		
120/60	Description	Qty	Size (in)
	Control and monitoring cabinet -	1	24 X 72
700.0	primary		
	Control and monitoring cabinet -	1	24 X 72

Important Notes:

1. Please confirm that the lighting circuit voltage listed above is accurate for this facility. This is the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.

240/60/1

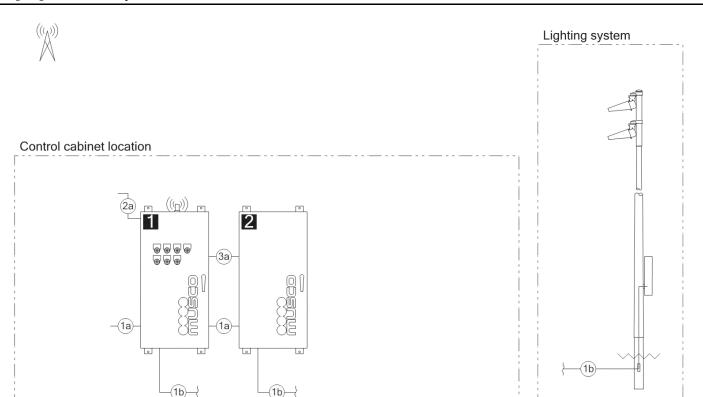
secondary

- 2. In a 3 phase design, all 3 phases are to be run to each pole location. Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
- 3. One contactor is required for each circuit at each pole location. Contactors are 3 pole and 100% rated for the published continuous load.
- 4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
- 5. Size overcurrent devices using the full load amps column of the Circuit Summary by Switch chart (Minimum power factor is 0.9). Size conduit per code unless otherwise specified as larger to allow for harness connectors.
- 6. Avoid use of in-ground junction/pull boxes when possible. If used, all wire connectors must be UL listed for Wet Locations to prevent leakage current.
- 7. Control power wiring must be in separate conduit from line or load power wiring. Communication cables must be in separate conduit from any power wiring.
- 8. Refer to Installation Instructions for more details on equipment information and the installation requirements.



Project Name: Tewinkle Park Tennis | Project #: 215837 Control System ID: 1 of 1 Distribution Panel Location/ID: Tewinkle Park Tennis

Equipment Layout and Connection Details



	Connection Details	
ID	Description	

- Line power to contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
- Load power from contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
- 2a Control power with equipment ground to control cabinet. Requires dedicated 20 A circuit. Provide transformer if control voltage not present.
- Control harnesses Secondary cabinet to primary cabinet. Harness is provided by Musco in 8-foot length. Use minimum 2 inch diameter conduit for harness connector.

	Equipment			
ID	Description			
1	Control and monitoring cabinet -			
	primary			

Control and monitoring cabinet secondary

Project Name: Tewinkle Park Tennis | Project #: 215837 Control System ID: 1 of 1 Distribution Panel Location/ID: Tewinkle Park Tennis

Circuit Summary

Switching Schedule					
Field/Switch Description Switches					
Tennis 1-2	1				
Tennis 3-4	2				
Tennis 5-6	3				
Tennis 7-8	4				
Tennis 9-10	5				
Tennis 11-12	6				

Control Module ID: 1

Lighting Circuit Voltage: 240/60/1

	Circuit Summary by Switch						
Switch	Zone Description	Pole ID	Qty of Fixtures	Full load amperes	Contactor Size (Amps)	Cabinet #	Contactor ID
1	Tennis 1-2	T1	2	5.54	30	1	C1
	Tennis 1-2	T2	2	5.54	30	1	C2
	Tennis 1-2	T7	2	5.54	30	1	C3
	Tennis 1-2	T8	2	5.54	30	1	C4
2	Tennis 3-4	T2	2	5.54	30	1	C5
	Tennis 3-4	T3	2	5.54	30	1	C6
	Tennis 3-4	T6	2	5.54	30	1	C7
	Tennis 3-4	T7	2	5.54	30	1	C8
3	Tennis 5-6	T3	2	5.54	30	1	C9
	Tennis 5-6	T4	2	5.54	30	1	C10
	Tennis 5-6	T5	2	5.54	30	1	C11
	Tennis 5-6	T6	2	5.54	30	1	C12
4	Tennis 7-8	T5	2	5.54	30	2	C13
	Tennis 7-8	T6	2	5.54	30	2	C14
	Tennis 7-8	T11	2	5.54	30	2	C15
	Tennis 7-8	T12	2	5.54	30	2	C16
5	Tennis 9-10	T6	2	5.54	30	2	C17
	Tennis 9-10	T10	2	5.54	30	2	C18
	Tennis 9-10	T12	2	5.54	30	2	C19
	Tennis 9-10	T13	2	9.16	30	2	C20
6	Tennis 11-12	T9	2	5.54	30	2	C21
	Tennis 11-12	T10	2	5.54	30	2	C22
	Tennis 11-12	T13	2	5.54	30	2	C23
	Tennis 11-12	T14	2	5.54	30	2	C24

Sales Representative: Karin Anderson | Project Engineer: Evan Gray | Scan: 215837A | Document ID: 215837P1V1-0828081505



LIGHTING SPECIFICATION PREPARED FOR

Tewinkle Park Baseball Softball LED Relight

LED Lighting Project Costa Mesa, CA September 14, 2023

Project # 215836

SUBMITTED BY:

Musco Sports Lighting, LLC

2107 Stewart Road PO Box 260 Muscatine, Iowa 52761 Local Phone: 563/263-2281 Toll Free: 800/756-1205 Fax: 800/374-6402



SECTION 26 56 68 – EXTERIOR ATHLETIC LIGHTING

Lighting System with LED Light Source

PART 1 – GENERAL

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the lighting system performance and design standards for Tewinkle Park Baseball Softball LED Relight using an LED Lighting source. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.
- C. The sports lighting will be for the following venues:
 - 1. Baseball
 - 2. Softball A
 - 3. Softball B
 - 4. Softball C
- D. The primary goals of this sports lighting project are:
 - Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore light levels are guaranteed to not drop below specified target values for a period of 25 years.
 - 2. Environmental Light Control: It is the primary goal of this project to minimize spill light to adjoining properties and glare to the players, spectators and neighbors.
 - 3. Cost of Ownership: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated for the duration of the warranty.
 - 4. Control and Monitoring: To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system. Fields should be proactively monitored to detect luminaire outages over a 25-year life cycle. All communication and monitoring costs for 25-year period shall be included in the bid.

1.2 LIGHTING PERFORMANCE

A. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Appropriate light loss factors shall be applied and submitted for the basis of design. Average illumination level shall be measured in accordance with the IESNA LM-5-04 (IESNA Guide for Photometric Measurements of Area and Sports Lighting Installations). Illumination levels shall not to drop below desired target values in accordance to IES RP-6-15, Page 2, Maintained Average Illuminance and shall be guaranteed for the full warranty period.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Baseball	50fc infield/ 30fc	2:1 infield/ 2.5:1	25 infield/	30' x 30'
Daseball	Outfield	Outfield	109 outfield	30 X 30
Softball A	50fc infield/ 30fc	2:1 infield/ 2.5:1	25 infield/	20' x 20'
Solibali A	Outfield	Outfield	119 outfield	20 X 20
Softball B	50fc infield/ 30fc	2:1 infield/ 2.5:1	25 infield/	20' x 20'
Solibali D	Outfield	Outfield	146 outfield	20 X 20
Softball C	50fc infield/ 30fc	2:1 infield/ 2.5:1	25 infield/	20' x 20'
Solibali C	Outfield	Outfield	132 outfield	20 X 20

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- B. Color: The lighting system shall have a minimum color temperature of 5700K and a CRI of 75.
- C. Mounting Heights: To ensure proper aiming angles for reduced glare and to provide better playability, minimum mounting heights shall be as described below. Higher mounting heights may be required based on photometric report and ability to ensure the top of the field angle is a minimum of 10 degrees below horizontal.

# of Poles	Pole Designation	Pole Height
16	A1-A4, B1-B4, C1- C8	80'

1.3 ENVIRONMENTAL LIGHT CONTROL

- A. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but not limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.
- B. Spill Light and Glare Control: To minimize impact on adjacent properties, spill light and candela values must not exceed the following levels taken at 3 feet above grade.

	Average	Maximum
Entire Grid Specified Spill Line Horizontal		
Footcandles	0.025 fc	0.10 fc
Entire Grid Specified Spill Line Max Vertical		
Footcandles	0.076 fc	0.30 fc

- C. Spill Scans: Spill scans must be submitted indicating the amount of horizontal and vertical footcandles along the specified lines. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights. Illumination level shall be measured in accordance with the IESNA LM-5-04 after 1 hour warm up.
- D. The first page of a photometric report for all luminaire types proposed showing horizontal and vertical axial candle power shall be provided to demonstrate the capability of achieving the specified performance. Reports shall be certified by a qualified testing laboratory with a minimum of five years experience or by a manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. A summary of the horizontal and vertical aiming angles for each luminaire shall be included with the photometric report.

1.4 Cost of Ownership

A. Manufacturer shall submit a 25 year Cost of Ownership summary that includes energy consumption, anticipated maintenance costs, and control costs. All costs associated with faulty luminaire replacement - equipment rentals, removal and installation labor, and shipping - are to be included in the maintenance costs.

PART 2 – PRODUCT

2.2 SPORTS LIGHTING SYSTEM CONSTRUCTION

- A. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- B. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed carbon steel shall be hot dip galvanized per ASTM A123. All exposed aluminum shall be powder coated with high performance polyester or anodized.

TECHNICAL SPECIFICATIONS FOR TEWINKLE PARK ATHLETIC COMPINENT 2

All exterior reflective inserts shall be anodized, coated, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All exposed hardware and fasteners shall be stainless steel, passivated and coated with aluminum-based thermosetting epoxy resin for protection against corrosion and stress corrosion cracking. Structural fasteners may be carbon steel and galvanized meeting ASTM A153 and ISO/EN 1461 (for hot dipped galvanizing), or ASTM B695 (for mechanical galvanizing). All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

- C. System Description: Lighting system shall consist of the following:
 - 1. Galvanized steel poles and cross-arm assembly.
 - 2. Non-approved pole technology:
 - a. Square static cast concrete poles will not be accepted.
 - b. Direct bury steel poles which utilize the extended portion of the steel shaft for their foundation will not be accepted due to potential for internal and external corrosive reaction to the soils and long term performance concerns.
 - 3. Lighting systems shall use concrete foundations. See Section 2.4 for details.
 - a. For a foundation using a pre-stressed concrete base embedded in concrete backfill the concrete shall be air-entrained and have a minimum compressive design strength at 28 days of 3,000 PSI. 3,000 PSI concrete specified for early pole erection, actual required minimum allowable concrete strength is 1,000 PSI. All piers and concrete backfill must bear on and against firm undisturbed soil.
 - b. For anchor bolt foundations or foundations using a pre-stressed concrete base in a suspended pier or re-inforced pier design pole erection may occur after 7 days. Or after a concrete sample from the same batch achieves a certain strength.
 - 4. Manufacturer will supply all drivers and supporting electrical equipment
 - a. Remote drivers and supporting electrical equipment shall be mounted approximately 10 feet above grade in aluminum enclosures. The enclosures shall be touch-safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Disconnect per circuit for each pole structure will be located in the enclosure. Integral drivers are not allowed.
 - b. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (Common Mode) as recommended by IEEE C62.41.2_2002.
 - 5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
 - 6. All luminaires, visors, and cross-arm assemblies shall withstand 150 mi/h winds and maintain luminaire aiming alignment.
 - 7. Control cabinet to provide remote on-off control, monitoring, and entertainment features of the lighting system. See Section 2.3 for further details.
 - 8. Contactor cabinet to provide on-off control.
 - Manufacturer shall provide lightning grounding as defined by NFPA 780 and be UL Listed per UL 96 and UL 96A.
 - a. Integrated grounding via concrete encased electrode grounding system.
 - b. If grounding is not integrated into the structure, the manufacturer shall supply grounding electrodes, copper down conductors, and exothermic weld kits. Electrodes and conductors shall be sized as required by NFPA 780. The grounding electrode shall be minimum size of 5/8 inch diameter and 8 feet long, with a minimum of 10 feet embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than 75 feet mounting height.

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TECHNICAL SPECIFICATIONS FOR TEWINKLE PARK ATHLETIA TO AND PIMENT 2

- 10. Enhanced corrosion protection package: Due to the potentially corrosive environment for this project, manufacturers must provide documentation that their products meet the following enhanced requirements in addition to the standard durability protection specified above:
 - a) Exposed carbon steel horizontal surfaces on the crossarm assembly shall be galvanized to no less than a five (5) mil average thickness.
 - b) Exposed die cast aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
 - c) Exposed extruded aluminum components shall be Type II anodized per MIL-STD-8625 and coated with high performance polyester.
- D. Safety: All system components shall be UL listed for the appropriate application.

2.2 ELECTRICAL

- A. Electric Power Requirements for the Sports Lighting Equipment:
 - 1. Electric power: 480 Volt, 3 Phase
 - 2. Maximum total voltage drop: Voltage dr3op to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
- B. Energy Consumption: The kW consumption for the field lighting system shall be 133.32 kW.

2.3 CONTROL

- A. Instant On/Off Capabilities: System shall provide for instant on/off of luminaires.
- B. Lighting contactor cabinet(s) constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design. Manual off-on-auto selector switches shall be provided.
- C. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.
 - The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.
 - Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.
- D. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- E. Management Tools: Manufacturer shall provide a web-based database and dashboard tool of actual field usage and provide reports by facility and user group. Dashboard shall also show current status of luminaire outages, control operation and service. Mobile application will be provided suitable for IOS, Android and Blackberry devices.

Hours of Usage: Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.

- 1. Cumulative hours: shall be tracked to show the total hours used by the facility
- 2. Report hours saved by using early off and push buttons by users.
- F. Communication Costs: Manufacturer shall include communication costs for operating the control and monitoring system for a period of 25 years.
- G. Communication with luminaire drivers: Control system shall interface with drivers in electrical

components enclosures by means of powerline communication.

2.4 STRUCTURAL PARAMETERS

- A. Wind Loads: Wind loads shall be based on the 2019 California Building Code. Wind loads to be calculated using ASCE 7-16, a design wind speed of 95mi/h, exposure category C and wind importance factor of 1.
- B. Pole Structural Design: The stress analysis and safety factor of the poles shall conform to 2009 AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (LTS-5).
- C. If no geotechnical report is available, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2016 CBC Table 1806.2.

PART 3 - EXECUTION

3.1 SOIL QUALITY CONTROL

- A. It shall be the Contractor's responsibility to notify the Owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request / estimate for the Owner's approval / payment for additional costs associated with:
 - 1. Providing engineered foundation embedment design by a registered engineer in the State of CA for soils other than specified soil conditions;
 - 2. Additional materials required to achieve alternate foundation;
 - 3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.2 DELIVERY TIMING

A. Delivery Timing Equipment On-Site: The equipment must be on-site 10-12 weeks from receipt of approved submittals and receipt of complete order information.

3.3 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA LM-5-04.
- B. Field Light Level Accountability
 - 1. Light levels are guaranteed not to fall below the target maintained light levels for the entire warranty period of 25 years. These levels will be specifically stated as "guaranteed" on the illumination summary provided by the manufacturer.
 - 2. The contractor/manufacturer shall be responsible for conducting initial light level testing and an additional inspection of the system, in the presence of the owner, one year from the date of commissioning of the lighting.
 - 3. The contractor/manufacturer will be held responsible for any and all changes needed to bring these fields back to compliance for light levels and uniformities. Contractor/Manufacturer will be held responsible for any damage to the fields during these repairs.
- C. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles and uniformity ratios are not in conformance with the requirements of the performance specifications and submitted information, the Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.4 WARRANTY AND GUARANTEE

A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for

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TECHNICAL SPECIFICATIONS FOR TEWINKLE PARK ATHLETIA CAMPINENT 2

- 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- B. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Manufacturer is responsible for removal and replacement of failed luminaires, including all parts, labor, shipping, and equipment rental associated with maintenance. Owner agrees to check fuses in the event of a luminaire outage.

PART 4 – DESIGN APPROVAL

4.0 PRE-BID SUBMITTAL REQUIREMENTS (Non-Musco)

- A. Design Approval: The owner / engineer will review pre-bid submittals per section 4.0.B from all the manufacturers to ensure compliance to the specification 10 days prior to bid. If the design meets the design requirements of the specifications, a letter and/or addendum will be issued to the manufacturer indicating approval for the specific design submitted.
- B. Approved Product: Musco's Light-Structure System[™] with TLC for LED[™] is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs.
- C. All listed manufacturers not pre-approved shall submit the information at the end of this section at least 10 days prior to bid. An addendum will be issued prior to bid; listing approved lighting manufacturers and the design method to be used.
- D. Bidders are required to bid only products that have been approved by this specification or addendum by the owner or owner's representative. Bids received that do not utilize an approved system/design, will be rejected.

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TECHNICAL SPECIFICATIONS FOR TeWINKLE PARK ATHLETICATION 2

REQUIRED SUBMITTAL INFORMATION FOR ALL MANUFACTURERS (NOT PRE-APPROVED) 10 DAYS PRIOR TO BID

All items listed below are mandatory, shall comply with the specification and be submitted according to pre-bid submittal requirements. Complete the Yes/No column to indicate compliance (Y) or noncompliance (N) for each item. **Submit checklist below with submittal.**

Yes/ No	Tab	Item	Description
110	A	Letter/ Checklist	Listing of all information being submitted must be included on the table of contents. List the name of the manufacturer's local representative and his/her phone number. Signed submittal checklist to be included.
	В	Equipment Layout	Drawing(s) showing field layouts with pole locations
	С	On Field Lighting Design	 Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), Illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), coefficient of utilization (CU) uniformity gradient; number of luminaries, total kilowatts, average tilt factor; light loss factor.
	D	Off Field Lighting Design	Lighting design drawing showing initial spill light levels along the boundary line (defined on bid drawings) in footcandles. Lighting design showing glare along the boundary line in candela. Light levels shall be taken at 30-foot intervals along the boundary line. Readings shall be taken with the meter orientation at both horizontal and aimed towards the most intense bank of lights.
	E	Photometric Report	Provide first page of photometric report for all luminaire types being proposed showing candela tabulations as defined by IESNA Publication LM-35-02. Photometric data shall be certified by laboratory with current National Voluntary Laboratory Accreditation Program or an independent testing facility with over 5 years experience.
	F	Performance Guarantee	Provide performance guarantee including a written commitment to undertake all corrections required to meet the performance requirements noted in these specifications at no expense to the owner. Light levels must be guaranteed to not fall below target levels for warranty period.
	G	Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the state of CA, if required by owner. (May be supplied upon award).
	н	Control & Monitoring System	Manufacturer of the control and monitoring system shall provide written definition and schematics for automated control system and entertainment packages. They will also provide ten (10) references of customers currently using proposed system in the state of CA.
	I	Electrical Distribution Plans	Manufacturer bidding an alternate product must include a revised electrical distribution plan including changes to service entrance, panels and wire sizing, signed by a licensed Electrical Engineer in the state of CA.
	J	Warranty	Provide written warranty information including all terms and conditions. Provide ten (10) references of customers currently under specified warranty in the state of CA.
	К	Project References	Manufacturer to provide a list of five (5) projects where the technology and specific fixture proposed for this project has been installed in the state of CA. Reference list will include project name, project city, installation date, and if requested, contact name and contact phone number.
	L	Product Information	Complete bill of material and current brochures/cut sheets for all product being provided.

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TECHNICAL SPECIFICATIONS FOR TeWINKLE PARK ATHLETIA TO ANO PIMENT 2

	M	Delivery	Manufacturer shall supply an expected delivery timeframe from receipt of approved submittals and complete order information.
Ī	N	Non- Compliance	Manufacturer shall list all items that do not comply with the specifications. If in full compliance, tab may be omitted.

The information supplied herein shall be used for the purpose of complying with the specifications for Tewinkle Park Baseball Softball LED Relight. By signing below I agree that all requirements of the specifications have been met and that the manufacturer will be responsible for any future costs incurred to bring their equipment into compliance for all items not meeting specifications and not listed in the Non-Compliance section.

Manufacturer:	Signature:
Contact Name:	Date:/
Contractor:	Signature:

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Tewinkle Park Baseball Softball LED Retrofit Costa Mesa, CA Retrofit System Scope of Work

Customer Responsibilities:

- 1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
- 2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
- 3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
- 4. If existing underground wiring is being used ensure usability.
- 5. Pay any necessary power company fees and requirements.
- 6. Pay all permitting fees.
- 7. Provide any existing as-built documents or drawings.
- 8. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

- 1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
- 2. Provide poletop luminaire assembly on all poles.
- 3. Provide fixture layout and aiming diagram.

Contractor Responsibilities

General:

- 1. Obtain any required permitting.
- 2. Contact your local UDig for locating underground public utilities and confirm they have been clearly marked.
- Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
- 4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
- 5. Provide storage containers for material, (including electrical components enclosures), as needed.
- 6. Provide necessary waste disposal and daily cleanup.
- 7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
- 8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- 9. Provide startup and aiming as required to provide complete and operating sports lighting system.
- 10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.



Retrofit Musco Equipment to Existing Poles:

- 1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
- 2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
- 3. For concrete poles provide new lightning down conductor(aluminum) and ⁵/₈ in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
- 4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
- 5. Down conductor shall be converted to copper wire for any underground runs and bonded to ground rod(s).
- 6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
- 7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.

- a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
- b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
- c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
- d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
- e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
- f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
- g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
- h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
- i. Jobsite shall be policed daily for compliance to the above conditions.



- j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
- 2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
 - a. Review and understand installation instructions are provided with every product installation.
 - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
 - c. Verify that components have been assembled per Musco installation instructions.
 - d. Verify plumb of concrete foundations prior to standing of poles.
- 3. PROVIDING A QUALITY INSTALLATION TEAM.
 - a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
 - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
 - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
 - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.



Lighting System

Terwinkle Park LED Retrofit

e/Fixture S	ummary					
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1	70'	71'	2	TLC-LED-1200	2.34 kW	В
		71'	1	TLC-LED-900	0.88 kW	В
		16'	1	TLC-BT-575	0.57 kW	В
A1-A2	70'	71'	1	TLC-LED-900	0.88 kW	Α
		71'	3	TLC-LED-1200	3.51 kW	Α
		16'	1	TLC-BT-575	0.57 kW	Α
A2	70'	71'	1	TLC-LED-1500	1.41 kW	D
		71'	1	TLC-LED-900	0.88 kW	D
		71'	1	TLC-LED-1200	1.17 kW	D
		16'	1	TLC-BT-575	0.57 kW	D
A3	80'	81'	1	TLC-LED-1200	1.17 kW	D
		81'	1	TLC-LED-1500	1.41 kW	D
		81'	1	TLC-LED-900	0.88 kW	D
		16'	1	TLC-BT-575	0.57 kW	D
A3-A4	80'	81'	1	TLC-LED-1200	1.17 kW	С
		16'	1	TLC-BT-575	0.57 kW	С
		81'	2	TLC-LED-900	1.76 kW	С
A4	80'	16'	1	TLC-BT-575	0.57 kW	В
		81'	1	TLC-LED-900	0.88 kW	В
		81'	2	TLC-LED-1200	2.34 kW	В
B1 B4	80'	81'	4	TLC-LED-1200	4.68 kW	В
		16'	1	TLC-BT-575	0.57 kW	В
B1-B2	80'	81'	2	TLC-LED-1200	2.34 kW	Α
		81'	3	TLC-LED-1500	4.23 kW	Α
		16'	1	TLC-BT-575	0.57 kW	Α
B2	80'	81'	4	TLC-LED-1200	4.68 kW	D
B2-B3	80'	18'	1	TLC-BT-575	0.57 kW	D
В3	80'	81'	1	TLC-LED-1500	1.41 kW	D
		81'	3	TLC-LED-1200	3.51 kW	D
		16'	1	TLC-BT-575	0.57 kW	С
B3-B4	80'	81'	5	TLC-LED-1200	5.85 kW	С
B4	80'	18'	1	TLC-BT-575	0.57 kW	С
C1-C2	80'	81'	3	TLC-LED-1200	3.51 kW	Α
		81'	4	TLC-LED-1500	5.64 kW	Α
		16'	2	TLC-BT-575	1.15 kW	Α
C3	80'	81'	3	TLC-LED-1200	3.51 kW	D
C3-C4	80'	81'	1	TLC-LED-900	0.88 kW	D
	1	16'	2	TLC-BT-575	1.15 kW	D
C4	80'	81'	1	TLC-LED-1500	1.41 kW	D
	1	81'	2	TLC-LED-1200	2.34 kW	<u>D</u>
C5-C6	80'	16'	2	TLC-BT-575	1.15 kW	<u>C</u>
		81'	4	TLC-LED-1200	4.68 kW	<u>C</u>
C7-C8	80'	81'	1	TLC-LED-900	0.88 kW	В
2, 66		81'	2	TLC-LED-1200	2.34 kW	В
		16'	2	TLC-BT-575	1.15 kW	В
16		1	130	.20 5. 5.5	133.32 kW	

Circuit Summary					
Circuit	Description	Load	Fixture Qty		
A	Baseball	44.82 kW	40		
В	Softball A	26.84 kW	28		
С	Softball B	31.52 kW	32		
D	Softball C	30.14 kW	30		

Fixture Type Summary							
Туре	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	32
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	66
TLC-LED-1500	LED 5700K - 75 CRI	1410W	181,000	>120,000	>120,000	>120,000	18
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	14

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Terwinkle Park LED Retrofit

Single Luminaire Amperage Draw Chart							
Driver Specifications		Lin	e Ampe	rage Per	Lumina	ire	
(.90 min power factor)			(n	nax drav	v)		
Cingle Phase Voltage	208	220	240	277	347	380	480
Single Phase Voltage	(60)	(60)	(60)	(60)	(60)	(60)	(60)
TLC-BT-575	3.3	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric		I	llumination			Circuits	Fixture Qty
Grid Name	Calculation Wetric	Ave	Min	Max	Max/Min	Ave/Min	Circuits	rixture Qty
Baseball (Infield)	Horizontal Illuminance	51.3	38	63	1.68	1.35	Α	40
Baseball (Outfield)	Horizontal Illuminance	30.3	22	44	1.97	1.38	Α	40
Softball A (Infield)	Horizontal Illuminance	50.3	42	60	1.42	1.20	В	28
Softball A (Outfield)	Horizontal Illuminance	30.8	21	42	2.00	1.47	В	28
Softball B (Infield)	Horizontal Illuminance	51.1	40	63	1.58	1.28	С	32
Softball B (Outfield)	Horizontal Illuminance	32	21	46	2.17	1.52	С	32
Softball C (Infield)	Horizontal Illuminance	50.3	40	60	1.52	1.26	D	30
Softball C (Outfield)	Horizontal Illuminance	31.7	20	44	2.14	1.58	D	30
Spill	Horizontal	0.02	0	0.13	0.00		A,B,C,D	130
Spill	Max Candela (by Fixture)	3514	0.86	15203	17696.67	4086.59	A,B,C,D	130
Spill	Max Vertical Illuminance Metric	0.06	0	0.31	0.00		A,B,C,D	130

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Luminaires GRADE MOUNTING LUMINAIRE TYPE QTY/POLE LOCATION SIZE LEVATION TLC-LED-1200 3/2* 70' 71' 3 2 A1 TLC-LED-900 1/1* 16' TLC-BT-575 TLC-LED-1200 A2 70' 71' 3/1* TLC-LED-1500 TLC-LED-900 TLC-BT-575 TLC-LED-1200 B1 80' 81' 81' TLC-LED-1500 TLC-BT-575 В2 80' 81' TLC-LED-1200 TLC-LED-1500 81' 18' TLC-BT-575 16' TLC-BT-575 81' TLC-LED-1200 C1-C2 80' 0 81' TLC-LED-1500 0 16' TLC-BT-575 2 0 58 40 33 31 26 25 28 28 26 27 Bell School British British 27 27 30 28 30 31 32 321 23 C2 28 29 30 62 61 28 31 35 1 A2 149' B2

Terwinkle Park LED Retrofit 2

Grid Summary Name Baseball Size Irregular 320'/404'/322' Spacing 30.0' x 30.0' Height 3.0' above grade

Illumination Summary				
		MAINTAINED HORIZONTAL FOOTCANDLES		
	Infield	Outfield		
Guaranteed Average	50	30		
Scan Average	51.35	30.31		
Maximum	63	44		
Minimum	38	22		
Avg/Min	1.37	1.37		
Guaranteed Max/Min	2	2.5		
Max/Min	1.68	1.97		
UG (adjacent pts)	1.31	1.42		
CU	0.73			
No. of Points	25	109		
LUMINAIRE INFORMATION				
Applied Circuits	Α			
No. of Luminaires	40			
Total Load	44.82 kW			

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

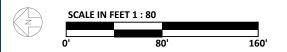
Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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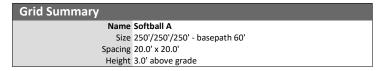
Equipment List For Areas Shown

Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \boxtimes

Equipment List For Areas Shown Luminaires LUMINAIRE TYPE LOCATION QTY/POLE SIZE TLC-LED-1200 3/2* 3 70' 71' 2 A1 TLC-LED-900 16' TLC-BT-575 TLC-LED-1200 A4 80' 81' 2/1* TLC-LED-900 16' TLC-BT-575 TLC-LED-1200 В1 81' TLC-LED-1500 81' TLC-BT-575 16' TLC-LED-1200 18' TLC-BT-575 TLC-BT-575 16' C7-C8 81' TLC-LED-1200 TLC-LED-900 TLC-BT-575 16' 49 28 21 *This structure utilizes a back-to-back mounting configu

Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \boxtimes

Terwinkle Park LED Retrofit 2



Illumination Summary				
		MAINTAINED HORIZONTAL FOOTCANDLES		
	Infield	Outfield		
Guaranteed Average	50	30		
Scan Average	50.29	30.83		
Maximum	60	42		
Minimum	42	21		
Avg/Min	1.20	1.48		
Guaranteed Max/Min	2	2.5		
Max/Min	1.42	2.00		
UG (adjacent pts)	1.28	1.37		
CU	0.61			
No. of Points	25	119		
LUMINAIRE INFORMATION				
Applied Circuits	В			
No. of Luminaires	28			
Total Load	26.84 kW			

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Equipment List For Areas Shown Luminaires LUMINAIRE TYPE QTY/POLE LOCATION SIZE TLC-LED-1200 А3 80' 81' 1/1* 1 TLC-LED-1500 81' TLC-LED-900 TLC-BT-575 16' A4 80' TLC-LED-1200 81' TLC-LED-900 TLC-BT-575 TLC-LED-1200 80' 81' TLC-LED-1500 81' TLC-BT-575 16' TLC-BT-575 B4 80' 81' TLC-LED-1200 TLC-BT-575 16' TLC-BT-575 81' TLC-LED-1200 C5-C6 TLC-BT-575 2 2 0 16' 50 32 18 Totals

B4 ⊭

Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \boxtimes

Terwinkle Park LED Retrofit 2

Grid Summary Name Softball B Size 260'/280'/260' - basepath 60' Spacing 20.0' x 20.0' Height 3.0' above grade

Illumination Summary				
		MAINTAINED HORIZONTAL FOOTCANDLES		
	Infield	Outfield		
Guaranteed Average	50	30		
Scan Average	51.11	31.95		
Maximum	63	46		
Minimum	40	21		
Avg/Min	1.28	1.52		
Guaranteed Max/Min	2	2.5		
Max/Min	1.58	2.17		
UG (adjacent pts)	1.23	1.40		
CU	0.62			
No. of Points	25	146		
LUMINAIRE INFORMATION				
Applied Circuits	С			
No. of Luminaires	32			
Total Load	31.52 kW			

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \boxtimes

Luminaires MOUNTING OTHER GRIDS LUMINAIRE TYPE QTY/POLE LOCATION SIZE TLC-LED-1200 3/1* 3 A2 70' 71' 1 TLC-LED-1500 71' TLC-LED-900 TLC-BT-575 16' А3 80' 81' TLC-LED-1200 81' TLC-LED-1500 TLC-LED-900 TLC-BT-575 16' 80' B2 81' TLC-LED-1200 TLC-LED-1500 18' TLC-BT-575 TLC-BT-575 16' 81' TLC-LED-1200 TLC-LED-1500 TLC-BT-575 18' TLC-BT-575 16' C3 80' 81' TLC-LED-1200 TLC-LED-900 TLC-BT-575 C4 80' 81' TLC-LED-1200 TLC-LED-1500 81' TLC-LED-900 TLC-BT-575 0 16' 2 Totals 51 30 21 159' B2 *This structure utilizes a back-to-back mounting configuration

Terwinkle Park LED Retrofit 2

Grid Summary Name Softball C Size 240'/280'/240' - basepath 60' Spacing 20.0' x 20.0' Height 3.0' above grade

Illumination Summa	ry	
		MAINTAINED HORIZONTAL FOOTCANDLES
	Infield	Outfield
Guaranteed Average	50	30
Scan Average	50.28	31.67
Maximum	60	44
Minimum	40	20
Avg/Min	1.27	1.55
Guaranteed Max/Min	2	2.5
Max/Min	1.52	2.14
UG (adjacent pts)	1.17	1.36
CU	0.59	
No. of Points	25	132
LUMINAIRE INFORMATION		
Applied Circuits	D	
No. of Luminaires	30	
Total Load	30.14 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.





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Equipment List For Areas Shown

B4 A4 A2 B2 C6

Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \boxtimes

Terwinkle Park LED Retrofit 2

Grid Summary Name Spill Spacing 30.0' x 10.0' Height 3.0' above grade

Illumination Summary					
	MAINTAINED HORIZONTAL FOOTCANDLES				
	Entire Grid				
Scan Average	0.0212				
Maximum	0.13				
Minimum	0.00				
CU	0.00				
No. of Points	46				
LUMINAIRE INFORMATION					
Applied Circuits	A,B,C,D				
No. of Luminaires	130				
Total Load	133.32 kW				

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary"

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Pole location(s) \oplus dimensions are relative to 0,0 reference point(s) \boxtimes

Terwinkle Park LED Retrofit 2

Grid Summary Name Spill Spacing 30.0' x 10.0' Height 3.0' above grade

Illumination Summa	Illumination Summary				
	MAINTAINED MAX VERTICAL FOOTCANDLES				
	Entire Grid				
Scan Average	0.0635				
Maximum	0.31				
Minimum	0.00				
CU	0.00				
No. of Points	46				
LUMINAIRE INFORMATION					
Applied Circuits	A,B,C,D				
No. of Luminaires	130				
Total Load	133.32 kW				

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary"

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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Terwinkle Park LED Retrofit 2

Equipment Layout

INCLUDES:

- · Baseball · Softball A · Softball B · Softball C

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Equ	Equipment List For Areas Shown							
Pole Luminaires								
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE		
1	A1	70'	1'	71'	TLC-LED-900	1/1*		
				71'	TLC-LED-1200	3/2*		
				16'	TLC-BT-575	2		
1	A2	70'	1'	71'	TLC-LED-1500	1*		
				71'	TLC-LED-900	1/1*		
				16'	TLC-BT-575	2		
				71'	TLC-LED-1200	3/1*		
1	A3	80'	1'	81'	TLC-LED-1500	1*		
				81'	TLC-LED-900	2/1*		
				16'	TLC-BT-575	2		
				81'	TLC-LED-1200	1/1*		
1	A4	80'	1'	81'	TLC-LED-900	1/2*		
				16'	TLC-BT-575	2		
				81'	TLC-LED-1200	2/1*		
1	B1	80'	1'	81'	TLC-LED-1200	2/4*		
				81'	TLC-LED-1500	3		
				16'	TLC-BT-575	2		
1	B2	80'	1'	81'	TLC-LED-1200	2/4*		
				81'	TLC-LED-1500	3		
				18'	TLC-BT-575	1		
				16'	TLC-BT-575	1		
1	В3	80'	1'	81'	TLC-LED-1200	5/3*		
				81'	TLC-LED-1500	1*		
				18'	TLC-BT-575	1		
				16'	TLC-BT-575	1		
1	B4	80'	1'	81'	TLC-LED-1200	4/5*		
				18'	TLC-BT-575	1		
				16'	TLC-BT-575	1		
2	C1-C2	80'	1'	81'	TLC-LED-1200	3		
				81'	TLC-LED-1500	4		
				16'	TLC-BT-575	2		
1	C3	80'	1'	81'	TLC-LED-900	1		
				16'	TLC-BT-575	2		
				81'	TLC-LED-1200	3		
1	C4	80'	1'	81'	TLC-LED-1200	2		
				81'	TLC-LED-1500	1		
				81'	TLC-LED-900	1		
	05.00	0.01		16'	TLC-BT-575	2		
2	C5-C6	80'	1'	81'	TLC-LED-1200	4		
		0.01		16'	TLC-BT-575	2		
2	C7-C8	80'	1'	81'	TLC-LED-1200	2		
				81'	TLC-LED-900	1		
1.0				16'	TLC-BT-575	2		
16			Totals			130		
' l'his	This structure utilizes a back-to-back mounting configuration							

Single Luminaire Amperage Draw Chart							
Driver Specifications	Line Amperage Per Luminaire						
(.90 min power factor)	(max draw)						
Sind Bloody Harris	208	220	240	277	347	380	480
Single Phase Voltage	(60)	(60)	(60)	(60)	(60)	(60)	(60)
TLC-BT-575	3.3	3.2	2.9	2.5	2.0	1.8	1.5
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-1500	8.4	7.9	7.3	6.3	5.0	4.6	3.6
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3



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Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊠

ENGINEERED DESIGN By: E.Gray • File #215836B • 28-Aug-23

SCALE IN FEET 1:100

System Requirements: Control System Summary

Project Name: Tewinkle Park Baseball Softball LED Relight | Project #: 215836 Control System ID: 1 of 1

Distribution Panel Location/ID: Tewinkle Park Baseball Softball

Project Information

Control System

Control System ID:

Control System Type:

Control-Link Control and Monitoring

System

 $Communication \ Type:$

PowerLine-ST

Project Notes:

PRELIMINARY CONTROL SUMMARY

480V/3P, LED C&M, Powerline.

Power Requirements

Control cabinet(s):

Control voltage (phase to neutral VA loading - Inrush VA loading - Sealed

Lighting Circuits:

Voltage/Hertz/Phase

	Equipment Listing			
120/60	Description	Qty	Size (in)	
	Control and monitoring cabinet - primary	1	24 X 72	
480/60/3	Control and monitoring cabinet - secondary	1	24 X 72	

Important Notes:

- 1. Please confirm that the lighting circuit voltage listed above is accurate for this facility. This is the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
- 2. In a 3 phase design, all 3 phases are to be run to each pole location. Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
- 3. One contactor is required for each circuit at each pole location. Contactors are 3 pole and 100% rated for the published continuous load.
- 4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
- 5. Size overcurrent devices using the full load amps column of the Circuit Summary by Switch chart (Minimum power factor is 0.9). Size conduit per code unless otherwise specified as larger to allow for harness connectors.
- 6. Avoid use of in-ground junction/pull boxes when possible. If used, all wire connectors must be UL listed for Wet Locations to prevent leakage current.
- 7. Control power wiring must be in separate conduit from line or load power wiring. Communication cables must be in separate conduit from any power wiring.
- 8. Refer to Installation Instructions for more details on equipment information and the installation requirements.

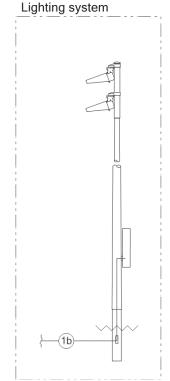


Project Name: Tewinkle Park Baseball Softball LED Relight | Project #: 215836 Control System ID: 1 of 1

Distribution Panel Location/ID: Tewinkle Park Baseball Softball

Equipment Layout and Connection Details





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Connection Details

ID Description

- Line power to contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
- Load power from contactors, and equipment grounding conductor. Requires one circuit per contactor, size wiring per load and voltage drop.
- 2a Control power with equipment ground to control cabinet. Requires dedicated 20 A circuit. Provide transformer if control voltage not present.
- Control harnesses Secondary cabinet to primary cabinet. Harness is provided by Musco in 8-foot length. Use minimum 2 inch diameter conduit for harness connector.

Equipment

ID Description

- Control and monitoring cabinet primary
- 2 Control and monitoring cabinet secondary



Project Name: Tewinkle Park Baseball Softball LED Relight | Project #: 215836 Control System ID: 1 of 1 Distribution Panel Location/ID: Tewinkle Park Baseball Softball

Circuit Summary

Switching Schedule				
Field/Switch Description	Switches			
Baseball	1			
Softball A	2			
Softball B	3			
Softball C	4			

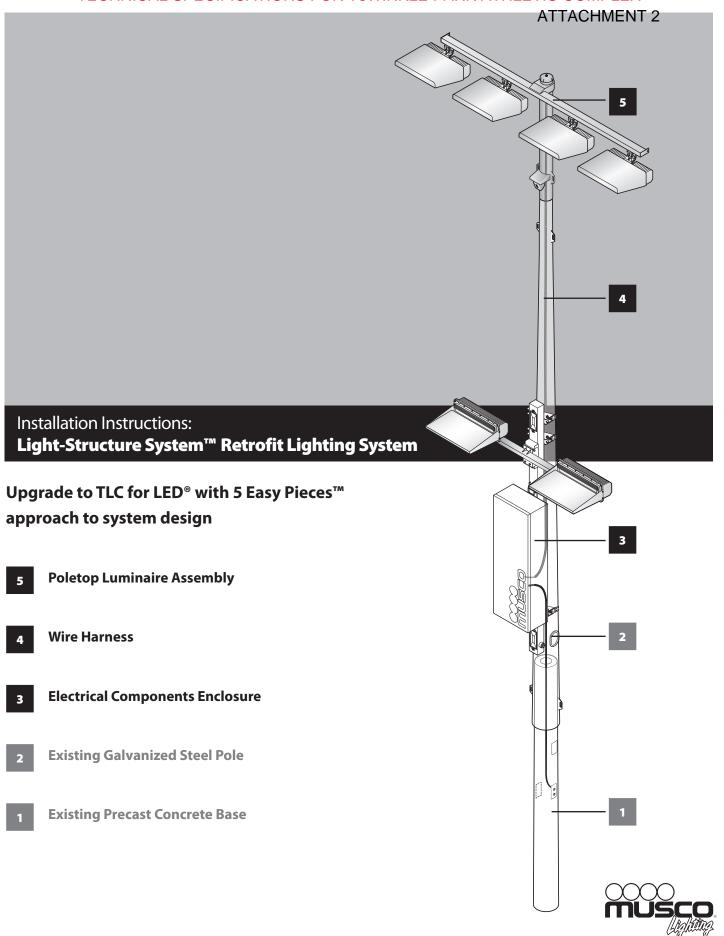
Control Module ID: 1

Lighting Circuit Voltage: 480/60/3

Baseball		Circuit Summary by Switch						
Baseball A2 5 9.05 30 1 C2 Baseball B1 6 12.03 30 1 C3 Baseball B2 6 12.03 30 1 C4 Baseball C1 9 15.88 30 1 C5 Baseball C2 9 15.88 30 1 C6 Softball A A1 4 5.81 30 1 C7 Softball A B1 5 9.05 30 1 C9 Softball A C7 5 7.07 30 1 C1 Softball A C8 5 7.71 30 1 C12 Softball B A3 4 5.81 30 2 C13 Softball B A3 4 5.81 30 2 C14 Softball B B3 6 10.39 30 2 C15 Softball B B4 6 10.39 30 2 C16 Softball B C5 6 9.05 30 2 C17 Softball B C6 6 9.05 30 2 C19 Softball B C6 6 9.05 30 2 C20 Softball C B2 5 9.05 30 2 C22 Softball C B3 5 9.05 30 2 C22	Switch	Zone Description	Pole ID					Contactor ID
Baseball B1 6 12.03 30 1 C3 Baseball B2 6 12.03 30 1 C4 Baseball C1 9 15.88 30 1 C5 Baseball C2 9 15.88 30 1 C6 Softball A A1 4 5.81 30 1 C7 Softball A B1 5 9.05 30 1 C1 Softball A B4 5 9.05 30 1 C1 Softball A C7 5 7.07 30 1 C1 Softball A C8 5 7.71 30 1 C1 Softball A C8 5 7.71 30 1 C12 Softball B A3 4 5.81 30 2 C13 Softball B A4 4 5.81 30 2 C14 Softball B A3 4 5.81 30 2 C14 Softball B A4 4 5.81 30 2 C14 Softball B A3 4 5.81 30 2 C14 Softball B A3 4 5.81 30 2 C14 Softball B A4 4 5.81 30 2 C14 Softball B A4 4 5.81 30 2 C14 Softball B B3 6 10.39 30 2 C15 Softball B B4 6 10.39 30 2 C16 Softball B C5 6 9.05 30 2 C17 Softball B C6 6 9.05 30 2 C18 Softball C A2 4 7 30 2 C18 Softball C B2 5 9.05 30 2 C22 Softball C B3 5 9.6 30 2 C22	1	Baseball	A1	5	8.41	30	1	C1
Baseball B2 6 12.03 30 1 C4 Baseball C1 9 15.88 30 1 C5 Baseball C2 9 15.88 30 1 C6 Softball A A1 4 5.81 30 1 C7 Softball A B1 5 9.05 30 1 C1 Softball A B4 5 9.05 30 1 C1 Softball A C7 5 7.07 30 1 C1 Softball A C8 5 7.71 30 1 C1 Softball B A3 4 5.81 30 2 C13 Softball B A4 4 5.81 30 2 C14 Softball B B3 6 10.39 30 2 C15 Softball B B4 6 10.39 30 2 C16 Softball B C5 6 6 9.05 30 2 C18 Softball B C6 6 6 9.05 30 2 C18 Softball C A2 4 7 30 2 C19 Softball C B2 5 9.05 30 2 C22 Softball C B3 5 9.05 30 2 C22 Softball C B3 5 9.05 30 2 C22 Softball C B3 5 9.6 30 2 C22 Softball C B3 5 9.6 30 2 C22 Softball C B3 5 9.6 30 2 C22		Baseball	A2	5	9.05	30	1	C2
Baseball C1 9 15.88 30 1 C5 Baseball C2 9 15.88 30 1 C6 C2 Softball A A1 4 5.81 30 1 C7 Softball A A4 4 6.45 30 1 C8 Softball A B1 5 9.05 30 1 C9 Softball A B4 5 9.05 30 1 C10 Softball A C7 5 7.07 30 1 C11 Softball A C8 5 7.71 30 1 C12 Softball B A3 4 5.81 30 2 C13 Softball B A4 4 5.81 30 2 C14 Softball B B3 6 10.39 30 2 C15 Softball B B4 6 10.39 30 2 C16 Softball B C5 6 9.05 30 2 C18 Softball B C6 6 9.05 30 2 C18 Softball C A2 4 7 30 2 C19 Softball C B2 5 9.05 30 2 C22 Softball C B3 5 9.66 30 2 C22 Softball C B3 5 9.66 30 2 C22		Baseball	B1	6	12.03	30	1	C3
Baseball C2 9 15.88 30 1 C6		Baseball	B2	6	12.03	30	1	C4
Softball A A1 4 5.81 30 1 C7 Softball A A4 4 6.45 30 1 C8 Softball A B1 5 9.05 30 1 C9 Softball A B4 5 9.05 30 1 C10 Softball A C7 5 7.07 30 1 C11 Softball A C8 5 7.71 30 1 C12 Softball B A3 4 5.81 30 2 C13 Softball B A4 4 5.81 30 2 C14 Softball B B3 6 10.39 30 2 C15 Softball B B4 6 10.39 30 2 C15 Softball B B4 6 10.39 30 2 C16 Softball B C5 6 9.05 30 2 C17 Softball B C6 6 9.05 30 2 C18 Softball C A2 4 7 30 2 C19 Softball C B2 5 9.05 30 2 C21 Softball C B3 5 9.6 30 2 C22 Softball C B3 5 9.6 30 2 C22 Softball C B3 5 9.6 30 2 C22		Baseball	C1	9	15.88	30	1	C5
Softball A		Baseball	C2	9	15.88	30	1	C6
Softball A B1 5 9.05 30 1 C9 Softball A B4 5 9.05 30 1 C10 Softball A C7 5 7.07 30 1 C11 Softball A C8 5 7.71 30 1 C12 Softball B A3 4 5.81 30 2 C13 Softball B B3 6 10.39 30 2 C15 Softball B B4 6 10.39 30 2 C16 Softball B B4 6 10.39 30 2 C16 Softball B C5 6 9.05 30 2 C17 Softball B C6 6 9.05 30 2 C18 Softball C A2 4 7 30 2 C19 Softball C B2 5 9.05 30 2 C21 Softball C B3 5 9.66 30 2 C22 Softball C B3 5 9.66 30 2 C22 Softball C C3 6 9.05 30 2 C22	2	Softball A	A1	4	5.81	30	1	C7
Softball A B4 5 9.05 30 1 C10 Softball A C7 5 7.07 30 1 C11 Softball A C8 5 7.71 30 1 C12 3 Softball B A3 4 5.81 30 2 C13 Softball B A4 4 5.81 30 2 C14 Softball B B3 6 10.39 30 2 C15 Softball B C5 6 9.05 30 2 C17 Softball B C6 6 9.05 30 2 C18 4 Softball C A2 4 7 30 2 C19 Softball C A3 4 6.36 30 2 C21 Softball C B2 5 9.05 30 2 C21 Softball C B3 5 9.6 30 2 C22 Softball C C3 6 9.05 30 2 C23		Softball A	A4	4	6.45	30	1	C8
Softball A C7 5 7.07 30 1 C11 Softball A C8 5 7.71 30 1 C12 Softball B A3 4 5.81 30 2 C13 Softball B A4 4 5.81 30 2 C14 Softball B B3 6 10.39 30 2 C15 Softball B B4 6 10.39 30 2 C16 Softball B C5 6 9.05 30 2 C17 Softball B C6 6 9.05 30 2 C18 4 Softball C A2 4 7 30 2 C19 Softball C A3 4 6.36 30 2 C20 Softball C B2 5 9.05 30 2 C21 Softball C B3 5 9.6 30 2 C22 Softball C C3 6 9.05 30 2 C23 <td></td> <td>Softball A</td> <td>B1</td> <td>5</td> <td>9.05</td> <td>30</td> <td>1</td> <td>C9</td>		Softball A	B1	5	9.05	30	1	C9
Softball A C8 5 7.71 30 1 C12 3 Softball B A3 4 5.81 30 2 C13 Softball B A4 4 5.81 30 2 C14 Softball B B3 6 10.39 30 2 C15 Softball B C5 6 9.05 30 2 C17 Softball B C6 6 9.05 30 2 C18 4 Softball C A2 4 7 30 2 C19 Softball C A3 4 6.36 30 2 C20 Softball C B2 5 9.05 30 2 C21 Softball C B3 5 9.6 30 2 C22 Softball C C3 6 9.05 30 2 C23		Softball A	B4	5	9.05	30	1	C10
Softball B		Softball A	C7	5	7.07	30	1	C11
Softball B A4 4 5.81 30 2 C14 Softball B B3 6 10.39 30 2 C15 Softball B B4 6 10.39 30 2 C16 Softball B C5 6 9.05 30 2 C17 Softball B C6 6 9.05 30 2 C18 4 Softball C A2 4 7 30 2 C19 Softball C A3 4 6.36 30 2 C20 Softball C B2 5 9.05 30 2 C21 Softball C B3 5 9.6 30 2 C22 Softball C C3 6 9.05 30 2 C23		Softball A	C8	5	7.71	30	1	C12
Softball B B3 6 10.39 30 2 C15 Softball B B4 6 10.39 30 2 C16 Softball B C5 6 9.05 30 2 C17 Softball B C6 6 9.05 30 2 C18 4 Softball C A2 4 7 30 2 C19 Softball C A3 4 6.36 30 2 C20 Softball C B2 5 9.05 30 2 C21 Softball C B3 5 9.6 30 2 C22 Softball C C3 6 9.05 30 2 C23	3	Softball B	A3	4	5.81	30	2	C13
Softball B B4 6 10.39 30 2 C16 Softball B C5 6 9.05 30 2 C17 Softball B C6 6 9.05 30 2 C18 4 Softball C A2 4 7 30 2 C19 Softball C A3 4 6.36 30 2 C20 Softball C B2 5 9.05 30 2 C21 Softball C B3 5 9.6 30 2 C22 Softball C C3 6 9.05 30 2 C23		Softball B	A4	4	5.81	30	2	C14
Softball B C5 6 9.05 30 2 C17 Softball B C6 6 9.05 30 2 C18 4 Softball C A2 4 7 30 2 C19 Softball C A3 4 6.36 30 2 C20 Softball C B2 5 9.05 30 2 C21 Softball C B3 5 9.6 30 2 C22 Softball C C3 6 9.05 30 2 C23		Softball B	В3	6	10.39	30	2	C15
Softball B C6 6 9.05 30 2 C18 4 Softball C A2 4 7 30 2 C19 Softball C A3 4 6.36 30 2 C20 Softball C B2 5 9.05 30 2 C21 Softball C B3 5 9.6 30 2 C22 Softball C C3 6 9.05 30 2 C23		Softball B	B4	6	10.39	30	2	C16
4 Softball C A2 4 7 30 2 C19 Softball C A3 4 6.36 30 2 C20 Softball C B2 5 9.05 30 2 C21 Softball C B3 5 9.6 30 2 C22 Softball C C3 6 9.05 30 2 C23		Softball B	C5	6	9.05	30	2	C17
Softball C A3 4 6.36 30 2 C20 Softball C B2 5 9.05 30 2 C21 Softball C B3 5 9.6 30 2 C22 Softball C C3 6 9.05 30 2 C23		Softball B	C6	6	9.05	30	2	C18
Softball C B2 5 9.05 30 2 C21 Softball C B3 5 9.6 30 2 C22 Softball C C3 6 9.05 30 2 C23	4	Softball C	A2	4	7	30	2	C19
Softball C B3 5 9.6 30 2 C22 Softball C C3 6 9.05 30 2 C23		Softball C	А3	4	6.36	30	2	C20
Softball C C3 6 9.05 30 2 C23		Softball C	B2	5	9.05	30	2	C21
		Softball C	В3	5	9.6	30	2	C22
Softball C C4 6 9.6 30 2 C24		Softball C	C3	6	9.05	30	2	C23
		Softball C	C4	6	9.6	30	2	C24



TECHNICAL SPECIFICATIONS FOR TeWINKLE PARK ATHLETIC COMPLEX



2021 Musco Sports Lighting, LLC · M-2768-en04-1

We Make It Happen.

Installation Instructions: Light-Structure System™ Retrofit Lighting System

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Installation Instructions: Light-Structure System™ Retrofit Lighting System

Before You Begin

Safety Information

Electrical Safety Guidelines

Use extreme caution near overhead power lines or underground utilities. Observe all safety precautions for high-voltage equipment. Only qualified personnel may perform wiring. Follow all applicable building and electrical codes.

General Safety Guidelines

Follow proper safety procedures during installation. Installers must wear the appropriate personal protective equipment including:

- Hard hat
- Steel-toed shoes
- Leather work gloves
- Eye protection

Locate all underground utilities prior to digging.

All tools and equipment supplied by Musco are designed for specific use as described in these instructions. Do not use them in any other manner. Do not alter structural members in any way, such as bend, weld, or drill, without prior authorization from Musco.

Luminaires generate up to 2.6 mA per driver on the equipment grounding conductor and are designed to meet leakage current requirements per IEC 61347-1.

The luminaires should be positioned so that prolonged staring into the luminaire at a distance closer than 12–37 m (40–121 ft) is not expected, per IEC/TR 62778. See table.

Luminaire	Distance
TLC-LED-400	24 m (79 ft)
TLC-LED-550	24 m (79 ft)
TLC-BT-575	20 m (65 ft)
TLC-LED-600	24 m (79 ft)
TLC-LED-900	24 m (79 ft)
TLC-LED-1200	37 m (121 ft)
TLC-LED-1500	37 m (121 ft)

About These Instructions

These instructions give basic assembly procedures for the Light-Structure System retrofit. They are not a comprehensive guide to all possible situations. Direct any questions to your local Musco representative.

Throughout this manual note these important symbols:



The safety alert symbol alerts you of situations that require care and caution to avoid serious personal injury.



The tip symbol points out advice that makes installation easier.



The stop and check symbol signals you to stop and verify conditions before proceeding.



The recycle symbol identifies recyclable materials.



The contact Musco symbol appears in special situations where you may need to contact Musco for further information.



The go-to arrow indicates a branch in a procedure for special situations. In the case of optional equipment, the instructions may be in another document.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Before You Begin

Standard Tools/Supplies Checklist

Refer to supplemental instructions provided for additional tools required.

ontractor/installer supplied tools	Function	Page
Hammer, pry-bar, banding cutters	Unloading equipment	7
Ground resistance meter	Verifying existing lightning ground system	8
Angle grinder	Removal of poletop luminaire assembly	12
Dead blow mallet	Removal of poletop luminaire assembly	12
Two 1½ ton chain-type come-alongs	Jacking pole sections together	27
Large Phillips-head screwdriver	Tightening captive screws to seal enclosure to pole hub	11, 16
Standard screwdriver	Tightening distribution lugs, 45 A disconnect switch	10, 35
Torque wrench with %, % and % in sockets	Tightening luminaire retaining cable and spreader bar hardware. Must cover a range of torque from 5 ft•lb to 40 ft•lb (6 N•m to 55 N•m)	17, 32
Torque wrench to cover the following ranges: 60 in·lb (6.8 N·m) to 120 in·lb (13.6 N·m) 16 ft·lb (21.7 N·m) to 40 ft·lb (54.2 N·m)	Proper torquing of fasteners	17-32
Electrical fish tape, electrician's tape	Feeding wire harness through pole	17
Spray paint, chalk, or flags	Marking points to sight in aiming	28
10 ft (3 m) stepladder or small line truck	Connecting supply wires to electrical enclosure	34, 35
usco supplied tools	Function	Page
% in wrench	Tightening poletop set screw, pole cap fastener, enclosure hanger bolt, and spreader bar hardware	11-32
1% in socket, extension, breaker bar, and $1%$ in wrench	Tightening structural fasteners	13, 31
% in ratcheting combination wrench	Tightening captive bolts to secure luminaire assembly	26
⅓₂ in hex key	Attaching handhole covers on base and steel pole	33, 35
% in hex key	Attaching grounding conductors inside electrical enclosure	35
% in hex key	Attaching grounding conductors inside pole at handhole	35
5 mm hex key	Landing primary feed wires on 125 A disconnect switch	35
Dishwashing liquid (original Dawn®, ECOS® Pro, or DIAO $^{\rm m}$ brand)	Lubricating pole slip-fit connections	27
lachinery needed	Function	Page
Crane or forklift with nylon strapping and 8 ft (2.5 m) sling (sized to weight of poletop luminaire assembly)	Unloading materials, poletop assembly	7, 11 – 13, 21, 27
Manlift or bucket truck	Poletop setting and removal, enclosure setting and removal	7, 11 – 13, 21, 27
Load-rated crane, nylon slings, and shackles	Setting poletops	9 – 13, 21 – 25 – 35

Documents You Need

- ☐ Musco Pole Assembly Drawing
- Field Aiming Diagram
- ☐ Control System Summary



If you do not have all of these documents, contact your local Musco representative.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Before You Begin

Electrical System Requirements

A qualified electrician must handle the electrical supply installation and hook-up in accordance with national, state, and local codes. Your electrician should review this information before installation begins.

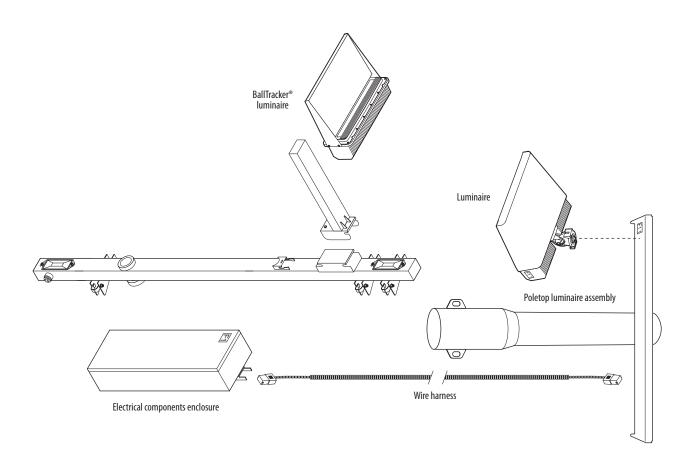
Ensure supply wiring is rated for 90°C. Review the label inside the electrical components enclosure door and *Control System Summary* for voltage and phase requirements.

Always dispose of electronic waste in accordance with all applicable laws and regulations.

Components Matching and Labeling

Pole locations are identified by a pole ID (A1, A2, B1, B2, etc.) on the *Field Aiming Diagram*. These IDs are also marked on the individual components:

- Poletop luminaire assemblies, bolt-on crossarms, and luminaire shipping cartons
- Wire harnesses
- Electrical components enclosures





Installation Instructions: Light-Structure System™ Retrofit Lighting System

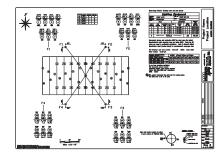
Before You Begin

Documents We Provide

Field Aiming Diagram

The Field Aiming Diagram is your map for locating all poles on your project. It gives this information:

- Pole IDs, locations, and heights
- Luminaire IDs
- Common aiming point for all poles, or individual aiming points for each pole
- Full load current for each luminaire



Control System Summary

Projects with a control system include a *Control System Summary*. It gives this information:

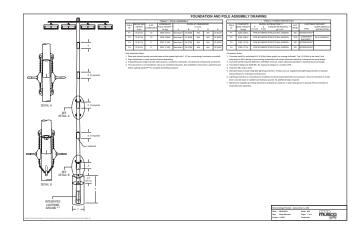
- Control system diagram and details
- Contactors and cabinets
- · Lighting circuits
- Voltage, phase, and frequency
- Full load current for each circuit



Musco Pole Assembly Drawing

This drawing provides information related to the installation of the poletop luminaire assembly.

- Poletop or crossarm weight
- Poletop luminaire assembly minimum overlaps



Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Before You Begin

Unloading Instructions

A typical shipment includes electrical components enclosures, wire harnesses, and poletop luminaire assemblies with luminaires.



For ease of installation, set all matched components by the proper pole location as noted on the *Field Aiming Diagram*.

Tools/Materials Needed

- ☐ Crane with nylon web sling or forklift (load rated)
- □ Hammer
- Pry bar
- Banding cutters



Warning Crushing hazard.

Do not cut shipping bands or remove blocking from equipment until it is supported by unloading equipment.

- Check bill of lading to verify you have all materials.
- Inspect all materials for shipping damage.
- Store electrical components enclosures and luminaires in a dry location or cover with tarp until ready to install.



If additional information is needed, contact your local Musco representative.



Please recycle.

Luminaires, wire harnesses, and other components are shipped in recyclable cardboard packaging.







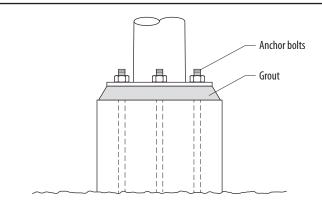


Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Before You Begin

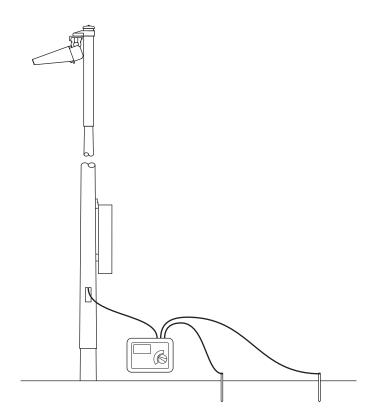
Inspections

- A qualified inspector must examine the base and pole sections for damage or prior field modifications.
- Repair grout on baseplate poles (if necessary).

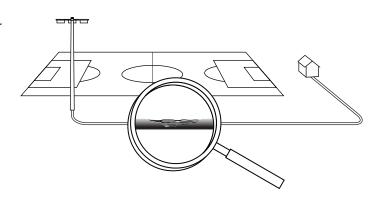


If pole is equipped with an external ground rod, test earth ground connection of pole. If greater than 25 ohms, install additional ground rod and retest.

Repeat until < 25 ohms.



- To the extent possible, inspect power supply wiring for good condition. Leakage current should not exceed 20 mA.
- Notify your local Musco representative if concerns are identified with any of these items.





ATTACHMENT 2

Installation Instructions: Light-Structure System™ Retrofit Lighting System

Disassembly

Overview

Remove the existing equipment to be replaced: electrical components enclosures, wire harness, and poletop luminaire assembly (or bolt-on crossarms).

Tools/Materials Needed

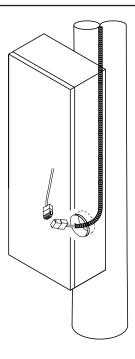
Mu □	sco Supplied (For bolt-on crossarms.) 1¼ in socket, ¾ in drive
	Breaker bar, ¾ in drive
	4 in extension, 3/4 in drive
	11/16 in wrench
Contractor Supplied % in wrench, % in socket and ratchet	
	Angle grinder with metal cutting wheel
	Crane and slings to support poletop luminaire assembly
	Dead blow hammer
	Ratchet, ¾ in drive



Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Disassembly

In electrical components enclosure, disconnect pole harness from enclosure harness. Feed end of pole harness into pole interior. Cut off connector if necessary.



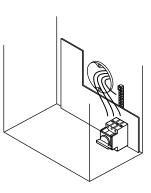


Warning

Risk of electrical shock

Ensure all circuits are disconnected before proceeding

- Disconnect electrical supply wiring and equipment grounding conductor.
- Remove wire harnesses between top, middle, and bottom boxes.
- Remove wiring between stacks.



Disassembly

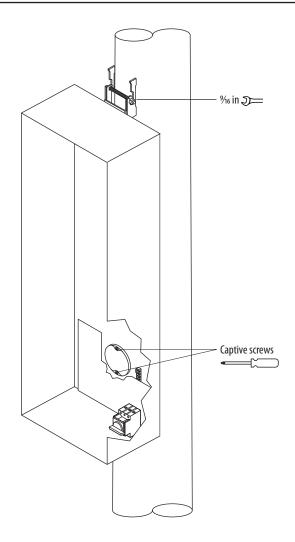
- Using % in wrench and Phillips screwdriver, loosen enclosure hanger bolts, and captive hub screws.
- Using a crane and sling, remove enclosures from the stack, starting at the top.

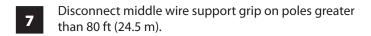


Caution

Electrical components enclosures are heavy.

Enclosures may weigh up to 225 lb (102 kg). Lift with caution.







Leave the pole harness connected to the poletop luminaire assembly. It will pull out as the poletop is removed.





Installation Instructions: Light-Structure System™ Retrofit Lighting System

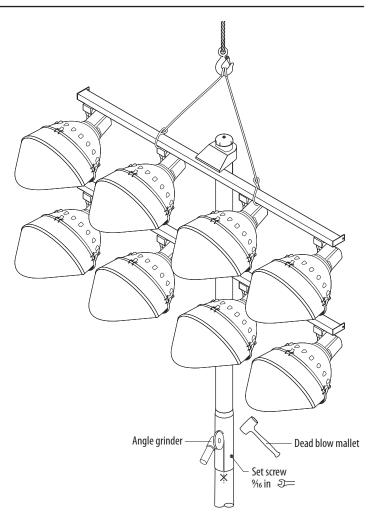
Disassembly

- Determine if entire poletop luminaire assembly (welded crossarms) or crossarms only (bolted crossarms) will be replaced.
- If replacing bolt-on crossarms, skip to *Bolt-on Crossarm Removal*.
- Using % in wrench, loosen set screw.
- Use crane to sling around the top crossarm and provide a slight separating force to the poletop.

Warning Crushing hazard.

Do not attempt to "pop off" the poletop using the crane only as the high separating forces can cause an uncontrolled separation and potential injury.

- Use an angle grinder to make a relief cut in the overlap area of the poletop luminaire assembly. Do not damage the pole section underneath the poletop.
- Tap on the poletop with a dead blow mallet until it begins to move and separate.

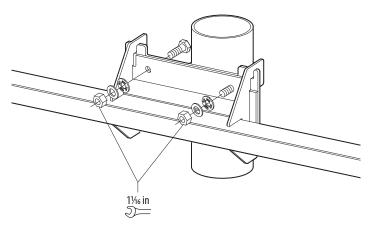


Disassembly

Bolt-On Crossarm Removal

Use crane and sling to support crossarm.

Use supplied breaker bar, 11/16 in socket, extension, and wrench to remove crossarm retaining bolts.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Electrical Components Enclosure and BallTracker® Luminaire

Overview

The electrical components enclosure is factory-wired and tested. It contains essential electrical components of the lighting system in an accessible location.

Tools/Materials Needed

Musco Supplied

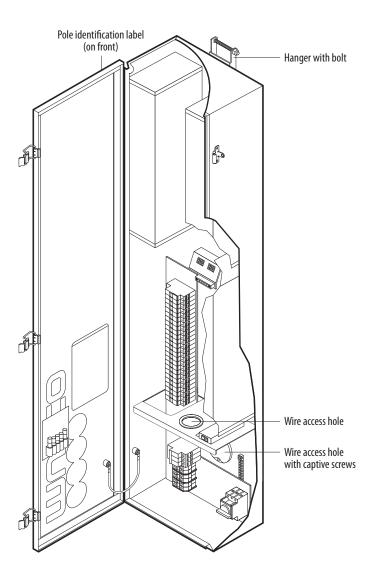
- ☐ ½ and % in offset combination wrenches
- Snips
- ☐ Field Aiming Diagram

Contractor Supplied

- ☐ Torque wrench with ½ and ¾ in sockets
- ☐ Large Phillips-head screwdriver
- Measuring tape
- Marker
- ☐ 10 ft (3 m) stepladder or small line truck



Consult project documents to determine if your enclosures will mount on existing hangers or if new mounting bracket has been provided.



Electrical Components Enclosure and BallTracker® Luminaire

Round Pole Strap Selection

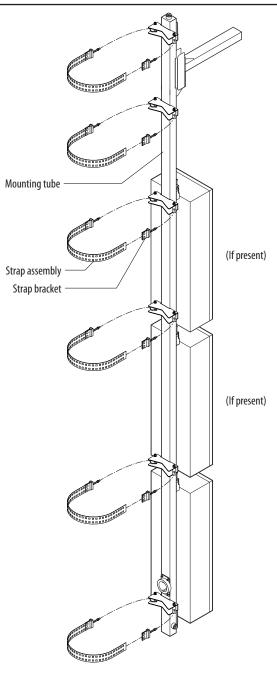
Diameter	Round Pole Strap Length
0 – 17 in (0 – 432 mm)	45 in (1143 mm)
17.01 – 22 in (432 – 559 mm)	60 in (1524 mm)
22.01 – 28 in (559 – 711 mm)	78 in (1981 mm)
28.01 – 34 in (711 – 864 mm)	96 in (2438 mm)
34.01 – 40 in (864 – 1016 mm)	114 in (2896 mm)
40.01 – 46 in (1016 – 1168 mm)	132 in (3353 mm)

Square Pole Strap and Bracket Selection

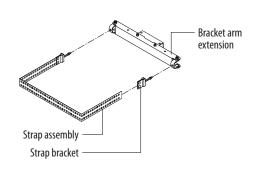
Width	Strap Length	Bracket Arm Extension Width
0-12 in (0-304 mm)	45 in (1143 mm)	14 in (356 mm)
12.01 – 16 in (304 – 406 mm)	60 in (1524 mm)	18.5 in (470 mm)
16.01 – 20 in (406 – 508 mm)	78 in (1981 mm)	22.5 in (572 mm)
20.01 – 24 in (508 – 610 mm)	96 in (2438 mm)	26.5 in (673 mm)
24.01 – 28 in (610 – 711 mm)	114 in (2896 mm)	30.5 in (775 mm)



Mounting tubes are marked with pole ID. One strap assembly and one strap bracket required per mounting arm (as shown).



Round pole option (shown)



Option for square pole

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Electrical Components Enclosure and BallTracker® Luminaire



Verify pole ID on electrical components enclosure matches pole location on *Field Aiming Diagram*.

Assembly Procedure

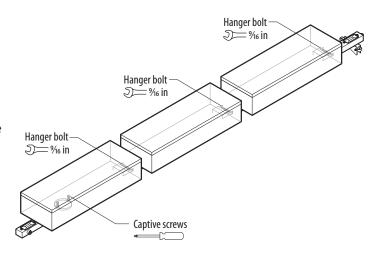


Caution

Electrical components enclosures are heavy.

Electrical components enclosure may weigh up to 65 lb (30 kg). Lift carefully with two people to avoid injury.

- Mount bottom enclosure on tube. Align wire access hole with hub. Tighten captive screw using Phillipshead screwdriver. Tighten hanger bolt with % in wrench.
- Mount middle and/or top enclosures. Align access hole with hub and slide box onto hanger bracket. Tighten hanger bolt with % in wrench.

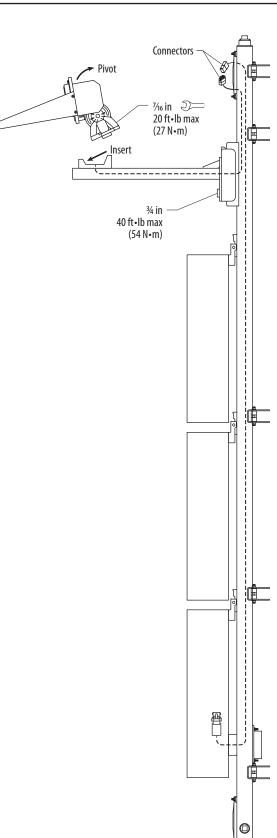


Electrical Components Enclosure and BallTracker® Luminaire

- If pole includes a BallTracker® luminaire, attach bracket using ¾ in socket and torque wrench. Tighten captive bolts to 40 ft•lb (54 N•m).
- Position crossarm near poletop, and feed crossarm wire harness through hole in center of poletop plate.

Route crossarm wire harness to upper handhole for connection to pole harness.

- Ensure crossarm wire harness is not pinched between mating plates.
- Attach luminaire using % in wrench. Tighten captive screws until fully tight. Do not exceed 20 ft•lb (27 N•m).
- Pull BallTracker® wire harness through tube.
 Feed bottom of harness into enclosure hub.
- Fish all pole wire harnesses between poletop and appropriate electrical components enclosure(s). Use handholes to access tube and aid in routing pole harness. Ensure protective sleeve extends through access hub and tuck harnesses behind subpanel.
- Attach support grips at top handhole.
- Mate quick-connectors at poletop and inside electrical components enclosure(s). Match driver/luminaire IDs.





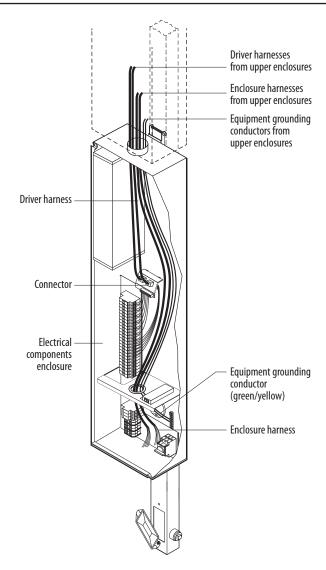
Installation Instructions: Light-Structure System™ Retrofit Lighting System

Electrical Components Enclosure and BallTracker® Luminaire



Only qualified personnel may perform wiring. Route wires as shown, but leave the final connections for your electrician.

- Route driver harnesses from top and middle enclosures to bottom enclosure and plug into connector mounted in bracket.
- Route equipment grounding conductor and enclosure harnesses from top and middle enclosures to bottom enclosure.

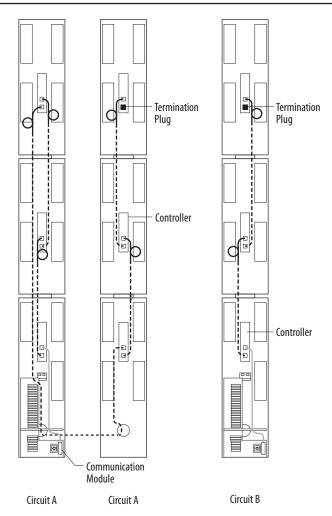


Electrical Components Enclosure and BallTracker® Luminaire

Skip Step 9-10 if controller not present 0

Pull communication cables down from top and middle boxes and plug into controller in enclosure below as

Connections between stacks must be done after stacks are mounted on the pole.





Installation Instructions: Light-Structure System™ Retrofit Lighting System

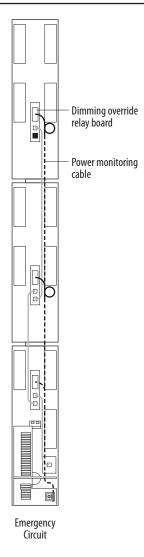
Electrical Components Enclosure and BallTracker® Luminaire



Skip Step 10 if emergency egress lighting dimming override relay board is not present.

13

Pull power monitoring cable from dimming override relay board in top and middle enclosures down to bottom enclosure and land black wire on terminal block M1 and blue/white wire on terminal block M2.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Electrical Components Enclosure and BallTracker® Luminaire

Installation Procedure



Verify pole ID on electrical components enclosure matches pole location on *Field Aiming Diagram*.

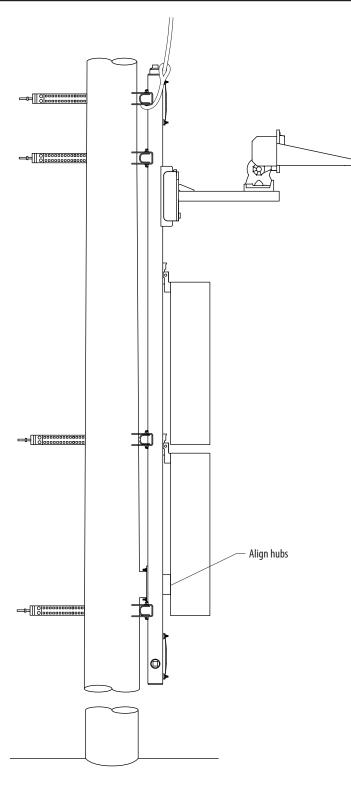
- 1
 - Sling enclosure stack under the welded arm for strapping connections (not under the BallTracker luminaire crossarm) and lift enclosure stack.
- 2
 - Align hub on tube with pole hub.



Enclosure stacks that are not mounted on a pole hub will include cover plates for tube opening. Ensure these plates are installed.



BallTracker® luminaires should face the field. If pole hub does not face the field, contact your Project Engineer or local Musco representative.





Installation Instructions: Light-Structure System™ Retrofit Lighting System

Electrical Components Enclosure and BallTracker® Luminaire

- Cut straps to required length. Pull tight around pole and trim excess within 1 in (25 mm) of strap bracket. Cut across square holes, not between them.
- Attach brackets to pole. Torque 5% in strap bracket hardware A to 12 ft•lb (16 N•m) using ½ in socket and torque wrench. Torque all % in tensioning nuts B to 20 ft•lb (27 N•m) using % in socket and torque wrench.



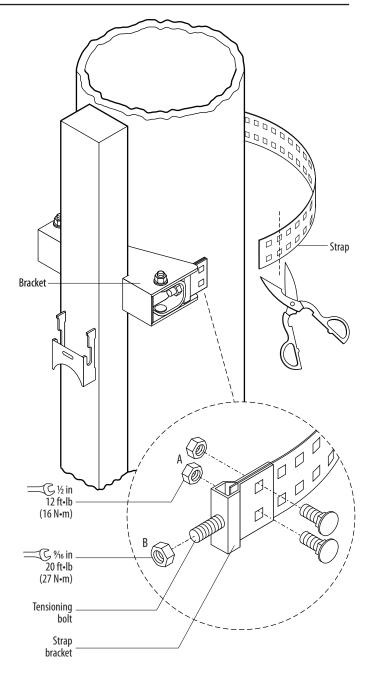
Caution

Falling equipment hazard

Ensure you meet torque values specified on all tensioning hardware.



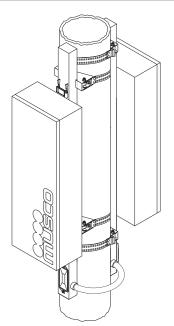
If tensioning bolt is fully seated and strap is not yet tight, trim strap at next set of holes and repeat step 4.



Electrical Components Enclosure and BallTracker® Luminaire

5

Repeat steps 3 and 4 for back-to-back or multiple stacks.



6

Use 1¼ in hubs provided to run flex conduit between electrical component enclosure stacks.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Luminaire Attachment

Overview

Luminaires are factory built and shipped in individual cartons. They are aimed in the factory and ready for installation. Do not disassemble knuckle.

Tools/Materials Needed

Musco Supplied

☐ 7/16 in ratcheting combination wrench



Leave luminaires in box until ready to assemble. Keep protective cover on luminaire until ready to set pole. Do not leave luminaires unassembled from crossarm in wet conditions.

Contractor Supplied:

☐ Torque wrench with ¾ in socket

Assembly Procedure



Verify pole ID on luminaire cartons matches pole and location on *Field Aiming Diagram*.



Remove and discard orange protective caps from luminaire knuckle and mounting plate that cover electrical connections. Do not remove orange tag around captive bolts.

Note: The luminaire style may vary from what is shown.



Warning

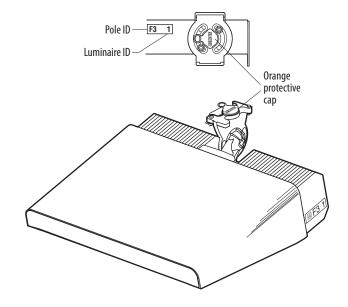
Rotation may be required to assemble all luminaires onto the poletop luminaire assembly. Do not stand under poletop when lifting. Steady with two people holding crossarms. Allow for poletop to safely rotate around when it is high enough for crossarms to clear the ground.



Caution

Equipment Damage

Properly support poletop to ensure luminaires do not get damaged.





Installation Instructions: Light-Structure System™ Retrofit Lighting System

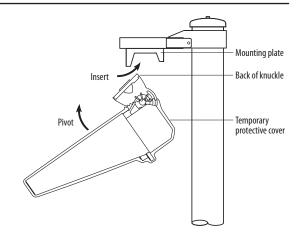
Luminaire Attachment

2

Match luminaire ID to crossarm and install luminaire onto mounting plate. Insert back of knuckle into mounting plate and pivot into position.

Note: The luminaire style may vary from what is shown.

Luminaire	Weight
TLC-LED-400	40 lb (18 kg)
TLC-LED-550	25 lb (11 kg)
TLC-BT-575	34 lb (15 kg)
TLC-LED-600	40 lb (18 kg)
TLC-LED-900	40 lb (18 kg)
TLC-LED-1200	45 lb (20 kg)
TLC-LED-1500	67 lb (30 kg)
TLC-RGB-U	20 lb (9 kg)
TLC-RGBW	40 lb (18 kg)





Caution

Luminaire may be heavy. Lift carefully with two people to avoid injury.



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Luminaire Attachment

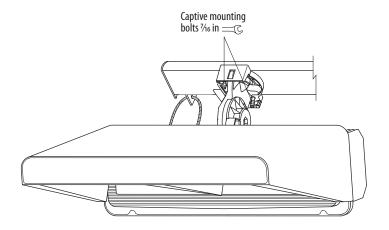
3 Tighte break

Tighten captive mounting bolts. Orange tag will break loose before all bolts are fully tight - continue tightening. Torque must not exceed 20 ft-lb (27 N-m). To avoid overtightening, use provided 7/16 in combination wrench.

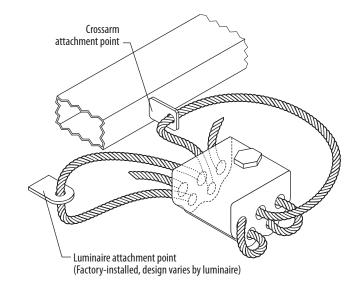


Warning Luminaire may fall if bolts are not tight.

Do not remove tag before tightening bolts.



- Attach luminaire retaining cable (if present). Route luminaire cable through crossarm anchor point, through luminaire block, and back through the block under the set screw. Luminaire attachment point will vary per luminaire design.
- Using % in socket and torque wrench, tighten cable set screw to 60 in•lb (6.8 N•m).



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Poletop Luminaire Assembly

Overview

The galvanized steel pole and poletop luminaire assembly are designed to slip-fit together. Jacking ears on pole section and poletop assembly provide attachment points to pull sections together. The Musco *Pole Assembly Drawing* gives minimum overlap specifications for each poletop luminaire assembly.

Tools/Materials Needed

Musco	

Contractor Supplied

- Musco Pole Assembly Drawing
- ☐ Two 1½ ton chain come-alongs

- ☐ % in wrench
- Dishwashing liquid (original Dawn®, ECOS® Pro, or DIAO™ brand)
- 0

If pole utilizes bolt-on bars, skip to next section. See Musco *Pole Assembly Drawing*.

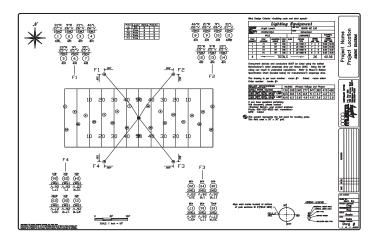
Assembly Procedure



Verify pole ID on each poletop luminaire assembly matches pole location on *Field Aiming Diagram*. Pole ID is labeled on crossarm.

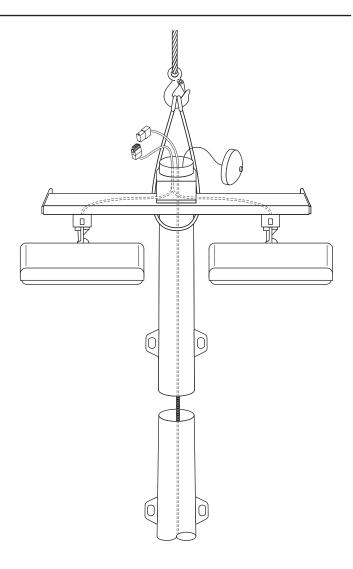
1

Plot and mark aiming point(s) on field. Refer to *Field Aiming Diagram*.



Poletop Luminaire Assembly

- Turn on pole alignment beam.
- Hook pole harness wire support grip to the poletop luminaire assembly u-hook and bundle the pole harness to the bottom crossarm.
- Lubricate top of steel pole section with supplied dishwashing liquid.
- Sling and lift poletop luminaire assembly into place.
- Carefully lower the pole harness(es) down into the pole. The attached cable support hook will prevent the pole harness from dropping.



Poletop Luminaire Assembly



Aim luminaire assembly using alignment beam. Device projects a narrow vertical beam of light that is only visible when you are aligned with it. This step requires two people.

Person A: Stand on field aiming point and look at pole alignment device. It is attached to a luminaire. Walk parallel to crossarms until you see beam. Signal person B to rotate luminaire assembly left or right until beam aligns with aiming point. Beam may be visible, however when pole is aligned, you will see a bright flash as you stand directly on aiming point.

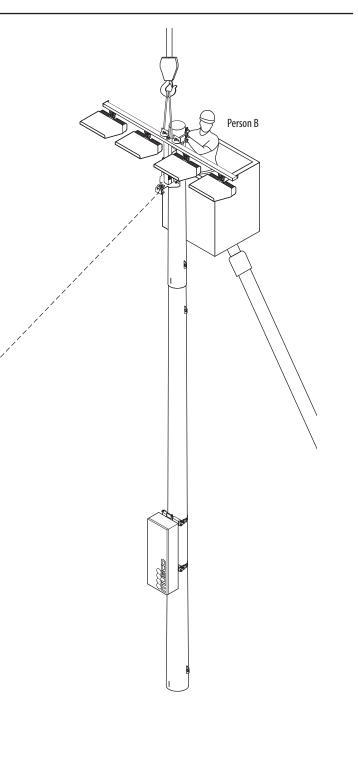
Person B: Following direction from person A, rotate luminaire assembly left or right until it is aligned.



Warning

Falling material hazard

If erecting pole with luminaire assembly attached, do not attach rigging to luminaire assembly. Follow pole supplier instructions for lifting.





Person A Warning

Aiming point



Laser radiation hazard

Pole alignment beam is safe for viewing at a distance of three feet (one meter) or more. Do not look into beam from closer than three feet (one meter). Do not use binoculars, camera, or telescope to view beam from any distance. Locator beam is a class 2M laser device. Wavelength: 635-660 nm, Laser power for classification: <1 mW continuous, divergence: < 1.5 mrad x 1 rad. Using alignment beam in a manner other than as described here may result in hazardous exposure. Do not modify, dismantle, or attempt to repair.



Poletop Luminaire Assembly

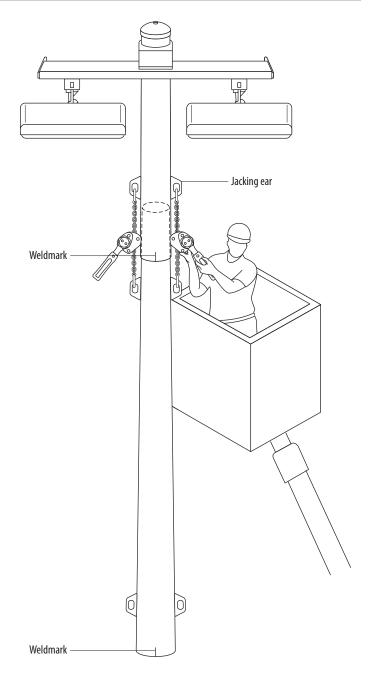
Using two 1½ ton come-alongs, pull poletop luminaire assembly onto pole evenly until tight. Ensure minimum overlap per Musco *Pole Assembly Drawing*.



Ensure alignment is maintained while tightening.

9

Tighten set screw using % in wrench.



Bolt-on Crossarms

Overview

Bolt-on bar style may vary from what is shown. Replacement procedure is identical.

Tools/Materials Needed

Musco Supplied:

- ☐ ¾ in drive 11/16 in socket
- ☐ ¾ in drive breaker bar
- ¾ in drive 4 in extension
- ☐ 1½ in wrench
- Spreader bars
- → ¾ in fasteners (for spreader bars)
- 5% in structural fasteners
- ☐ % in wrench

Contractor Supplied:

☐ Torque wrench with % in socket

Assembly Procedure



Verify pole ID on crossarm matches ID of pole.

Note: Each crossarm is factory assembled for a specific position on poletop section to ensure correct aiming. Top side of crossarm is labeled with crossarm's position number. Example: Position 1 is installed on first position from top of poletop section.



Position crossarm near poletop, and feed crossarm wire harness through hole in center of poletop plate.

Route wire harness for crossarms 1–3 to top of pole.

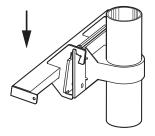
Route wire harness for crossarms 4–7 to handhole below crossarm position 5.

2

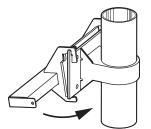
Position crossarm as shown below.



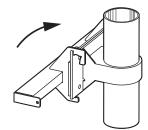
Ensure crossarm wire harness is not pinched between mating plates.











Crossarm

Crossarm wire harness Poletop plate

Crossarm plate

Poletop

Provided

hardware (4 holes)

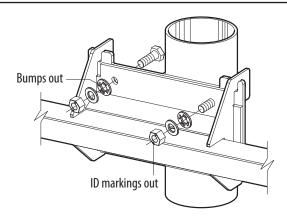


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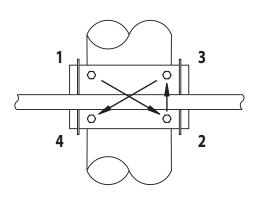
Installation Instructions: Light-Structure System™ Retrofit Lighting System

Bolt-on Crossarms

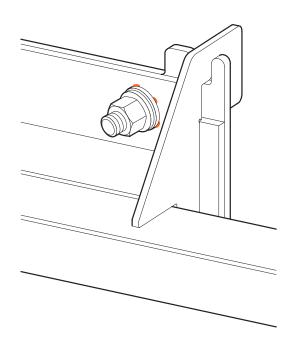
Install bolts through plates with threads away from pole. Place direct tension indicating (DTI) washer next, with flat surface (orange material) against plate, and bumps facing out toward nut. Place flat washer next, followed by nut. Small ID markings on nut must face out to allow proper identification of nut.



Snug all nuts. Using supplied 11/16 in wrench, tighten each nut until plates are in firm contact. Follow tightening sequence shown.



- Using supplied breaker bar, 11/16 in socket, extension, and wrench, tighten each nut until orange extrusion appears from at least three bumps.
- Repeat steps 1–5 for remaining crossarms.
- Do not reuse structural fasteners. Discard if removed or loosened after tightening.



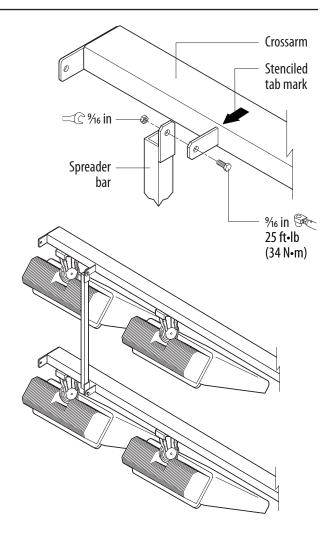


Bolt-on Crossarms

Refer to the Musco Field Aiming Diagram to determine if a pole requires spreader bars. If so, spreader bars are bundled together and marked with the pole ID. Additionally, the pole crossarms are stenciled indicating which tabs to use. Crossarms are joined in groups of two or three with the greatest grouping on top; do not form other groupings.

Install spreader bars with ¾ in fasteners at the locations marked on each crossarm. Torque to 25 ft•lb (34 N•m).

Spreader bars may come in two sizes, 30% in (775 mm) and 60 in (1524 mm). Always install longer bars to upper three crossarms.





Installation Instructions: Light-Structure System™ Retrofit Lighting System

Wire Harness

Overview

Tools/Materials Needed

Musco Supplied

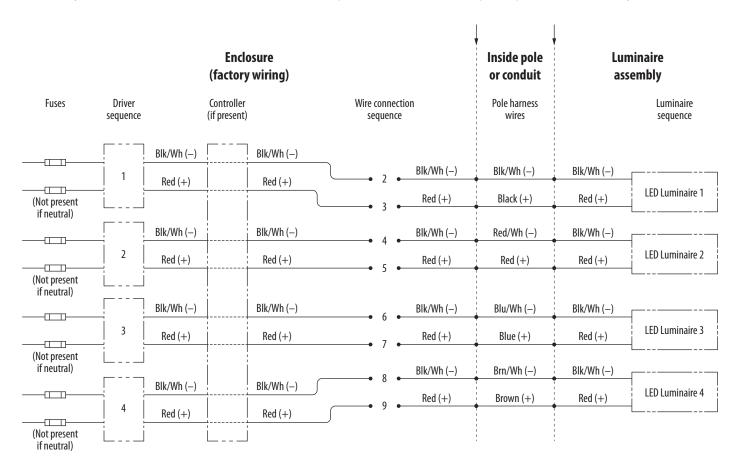
☐ % in wrench

Contractor Supplied

☐ Fish tape

☐ Electrician's tape

The factory-built wire harness connects the electrical components enclosure to the poletop luminaire assembly.



Notes

- 1. Pole harness wire color indicated if provided by Musco.
- 2. Enclosure factory wiring may be different than shown above. One pair of wires per luminaire is required in pole harness.



Wire Harness

Assembly Procedure

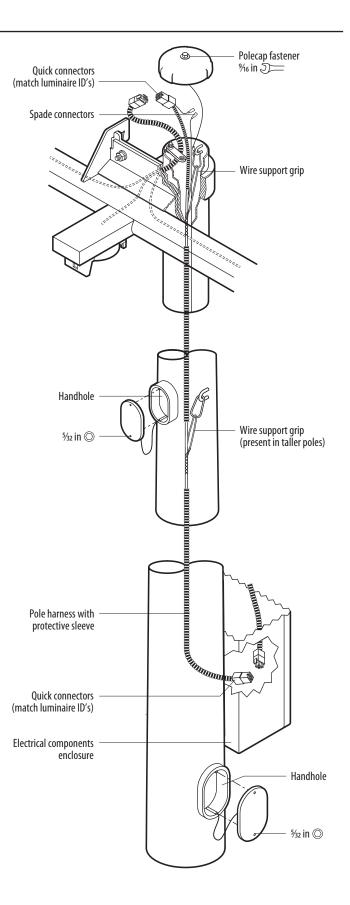


Verify pole ID on wire harness matches pole location on *Field Aiming Diagram*.

- 1 Rer
- Remove handhole covers using ½2 in hex key. Remove polecap using 1/16 in wrench.
- Fish all pole wire harnesses between poletop and appropriate electrical components enclosure(s). Use lower handhole to access enclosure hubs. Ensure protective sleeve extends through access hub and tuck harnesses behind subpanel.
- Attach support grips at midpole (if present).
- Mate quick connectors at poletop and inside first stack of electrical components enclosures. Match driver/ luminaire IDs.

For additional stacks of enclosures, connect pole harnesses using the Musco-provided LEVER-NUTS wire connectors. Match luminaire ID and wire polarity per each wire label.

- Use electrical tape to ensure LEVER-NUTS® levers stay secure and don't snag on surrounding wires.
- Replace handhole covers and polecap.





Installation Instructions: **Light-Structure System™ Retrofit Lighting System**

Connecting to Supply Wiring

Overview

The final step of installation is connecting the supply wiring at the subpanel. Terminals for phase wires and neutral (if used), disconnect switch with lockout, and equipment ground bar are provided on the subpanel in the electrical components enclosure. If there are multiple circuits on the pole, a disconnect is provided for each circuit. This may be on a separate subpanel in another enclosure. Depending on foundation design and/or soil conditions, a supplemental grounding electrode may be required.

Tools/Materials Needed

Musco Supplied

- ¾ in hex key (ground bar)
- ☐ 5/6 in hex key (bonding terminal inside handhole)
- → 5 mm hex key (125 A disconnect terminals)
- Equipment bonding jumper

Contractor Supplied

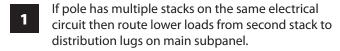
- Standard screwdriver
- ☐ 3 m (10 ft) stepladder or small line truck

Installation Procedure



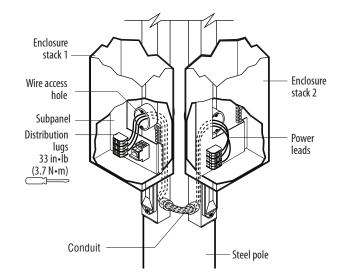
Musco Control System Summary or Field Aiming Diagram provides electrical loading information needed to size wire and switchgear.

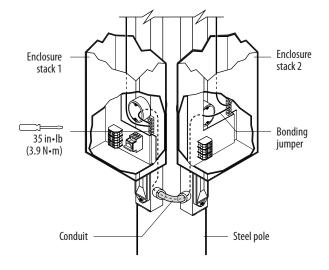
Musco provides instructions for installing Control-Link™ control system or lighting contactor cabinet when these items are part of your project.



Route all power leads for lighting equipment to appropriate subpanel locations.

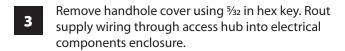
Connect equipment grounding conductors (green/yellow) from each upper enclosure to equipment ground bar in bottom enclosure. If pole has multiple stacks, connect bonding jumper from stack one. Tighten lugs using 3/6 in hex key.

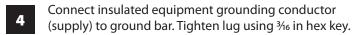


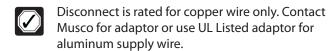




Connecting to Supply Wiring







- Connect phase wires (supply) to disconnect switch. 5 Tighten lugs using standard screwdriver (45 A disconnect) or 5 mm hex key (125 A disconnect). Connect neutral wire (if used) to distribution lug. Tighten lug using standard screwdriver.
- Route provided equipment bonding jumper (green/ 6 yellow) through access hub to pole grounding lug inside handhole. Tighten lug using 5/16 in hex key.
- Ensure all handhole covers are installed and electrical components enclosure is closed and latched.
- If your project includes a supplemental grounding electrode kit, follow instructions in kit for installing electrode.



Warning Risk of electric shock.

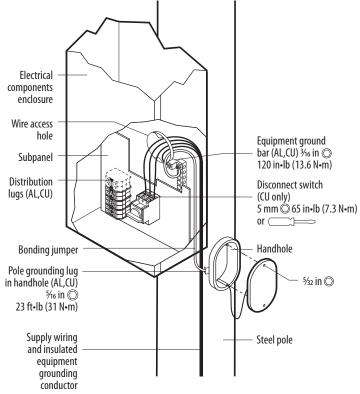
Terminate equipment grounding conductor at equipment ground bar in electrical components enclosure.

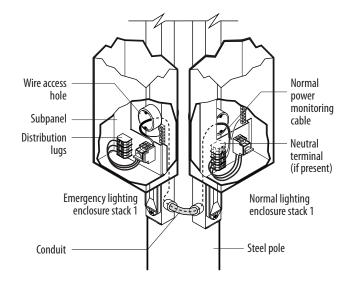


Warning Lightning hazard.

For poles located near metal fences, metal bleachers, or other metal structures, bond structures to pole ground to maintain equal electrical potential.

- Skip step 8 if no emergency egress lighting is present.
- Route cable for normal power to adjacent enclosure stack. Connect black wire and blue/white wire to any two active terminals A, B, C, or neutral, if present, and green wire to ground bar.







ATTACHMENT 2

Installation Instructions: Light-Structure System™ Retrofit Lighting System

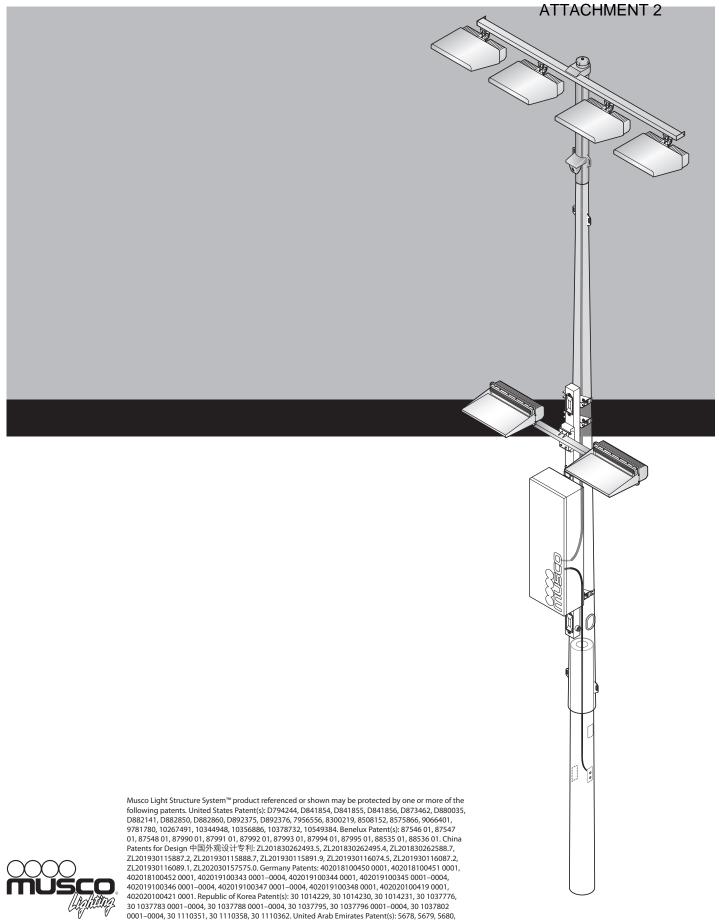
Notes



Installation Instructions: Light-Structure System™ Retrofit Lighting System

Notes





5984, 5985, 5986, 5987, 5988, 5989. United Kingdom Patent(s): 6032011, 6032022, 6032023. 6056943,

6056944, 6056945, 6056946, 6056947, 6056948, 6088584, 6088586, 6088587. U.S. and foreign patents



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pending. [Pat_085A]

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MISCELLANEOUS CONTRACT DOCUMENTS

CITY OF COSTA MESA PUBLIC WORKS AGREEMENT FOR CITY PROJECT NO. 23-09

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated			
("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the			
State of California ("CITY"), and, a [state] [type of organization]			
("CONTRACTOR").			
CITY desires to construct the public work and improvements described below			
under Scope of Work, Paragraph 1 ("Work").			
ACCORDINGLY, the parties hereto agree as follows:			
1. <u>SCOPE OF WORK</u> .			
The Work consists of			
The Work is further described in the "Contract Documents" referred to below.			
The Project is known as the LED LIGHTING INSTALLATION AT CITY PARKS			
AND ATHLETIC FACILITIES PROJECT, City Project No 23-09 ("Project").			
2. <u>CONTRACT DOCUMENTS</u> .			
The complete Agreement consists of the following documents relating to the			
Project:			
a. This Agreement;			
b. CONTRACTOR's bid;			
c. Notice inviting bids;			
d. Complete plans, profiles, detailed drawings and specifications, including			
general provisions and special provisions;			
e. Certificates of Insurance;			

f. Faithful Performance Bond and Labor and Material Bond, including agent's

Power of Attorney for each bond;

- g. Supplements, attachments, and exhibits attached to the above items;
- h. Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"); and
- i. All addenda setting forth any modifications or interpretations of the above documents.

The documents attached hereto are incorporated herein by this reference. The Greenbook is incorporated by 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. <u>CITY'S REPRESENTATIVE</u>.

The CITY's Representative is ______, referred to herein as the Project Manager ("Project Manager").

4. <u>CONTRACTOR'S PROJECT MANAGER; PERSONNEL</u>.

- (a) <u>Project Manager</u>. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.
- (b) <u>Personnel</u>. 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. <u>SCHEDULE</u>.

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 8 (Time of Performance).

6. <u>EQUIPMENT - PERFORMANCE OF WORK.</u>

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work of construction 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.

CONTRACT PRICE.

_____(\$____.00).

8. <u>TIME OF PERFORMANCE</u>.

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 FORTY (40) WORKING DAYS from the first day of commencement of the Work.

9. <u>TERMINATION</u>.

(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) <u>Termination for Breach of Contract</u>.

- (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.

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 9 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to \$1,250 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.

11. 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 9 (Termination), of this Agreement. The 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 10 (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.

12. 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.

13. <u>SUPERINTENDENCE BY CONTRACTOR</u>.

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.

14. <u>INSPECTION BY CITY</u>.

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.

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.

16. 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 COUNTY and after CONTRACTOR shall have 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).

17. PROMPT PAYMENT OF SUBCONTRACTORS.

The 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.

The 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.

18. <u>CONTRACT SECURITY AND GUARANTEE.</u>

Unless previously provided by CONTRACTOR to CITY, 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 standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those

failures or defects of which he 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.

19. 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 attorney 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 20 (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 attorney 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.

20. INSURANCE.

CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this section 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.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 19 (Indemnification) of this Agreement.

(a) Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such

cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(b) <u>Liability Insurance Coverage</u>.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

- (i) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limits, per occurrence and aggregate.
- (ii) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's Office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at least \$1,000,000.00 combined single limits, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:

(1) Additional Insured:

"The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement."

(2) 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."

(3) Other Insurance:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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.

21. 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 the Risk Management.

LEGAL WORK DAY - PENALTIES FOR VIOLATION.

Eight (8) hours of labor shall constitute a legal day's work during any one (1) calendar day. CONTRACTOR shall forfeit to CITY the sum of Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of California Labor Code Sections

1810 through 1815, inclusive.

23. PREVAILING WAGE SCALE.

CONTRACTOR shall comply in all respects with the Davis-Bacon Act (40 U.S.C. section 276a) and with California Labor Code sections 1770 et seq., including the keeping of all records required by the provisions of Labor Code section 1776.

CONTRACTOR shall 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.

24. 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.

25. <u>DRUG-FREE WORKPLACE POLICY</u>.

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 as Attachment 1. 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.

26. 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.

27. CONTRACT ASSURANCE.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. 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 Agreement, which may result in the termination of this Agreement or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

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.

29. 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:
	Notices required to be given to CONTRACTOR shall be addressed as follows:
	Attn:
	Notices required to be given to CONTRACTOR's sureties shall be addressed as
follows	

30. <u>INDEPENDENT CONTRACTOR</u>.

Attn: ____

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.

31. 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.

32. 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.

33. <u>GOVERNING LAW</u>.

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.

34. 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.

35. ASSIGNABILITY.

This Agreement may not be sold, 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 sale, transfer or assignment, or attempted sale, 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.

36. <u>WAIVER</u>.

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.

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.

38. <u>COUNTERPARTS</u>.

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.

39. 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.

40. 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.

[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.

CITY OF COSTA MESA, A municipal corporation	
Lori Ann Farrell Harrison City Manager	Date:
CONTRACTOR	
Signature	Date:
Name and Title	
Signature	Date:
Name and Title	
Social Security or Taxpayer ID Number	
ATTEST:	
Brenda Green City Clerk	Date:
APPROVED AS TO FORM:	
Kimberly Hall Barlow City Attorney	Date:

APPROVED AS TO INSURANCE:	
	Date:
Ruth Wang Risk Management	
APPROVED AS TO PURCHASING:	
	Date:
Carol Molina Finance Director	
DEPARTMENTAL APPROVAL:	
Raja Sethuraman Public Works Director	Date:
Robert Ryan Maintenance Services Manager	Date:

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

- 1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
- 2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

- 1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- 1. The dangers of drug abuse in the workplace;
- 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
- 3. Any available drug counseling, rehabilitation and employee assistance programs; and
- 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
- 2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
- 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

LABOR AND MATERIALS PAYMENT BOND TO ACCOMPANY CONTRACT PUBLIC WORK

WHEREAS, the City of Costa Mesa, State of California, has awarded to
hereinafter designated as the "Principal", a contract for the project known as: in
City of Costa Mesa, in strict conformity with the contract on file with the Costa Mesa City Clerk, which is incorporated her
by this reference.
WHEREAS, Principal has executed or is about to execute the contract and the terms thereof and California Ci
Code section 9554 require the furnishing of a bond, providing that if Principal or any of Principal's subcontractors fails
pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work agreed to
done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinal
set forth.
NOW, THEREFORE, We, the undersigned Principal, and, d
authorized to transact business under the laws of the State of California, as Surety (referred to herein as "Surety"), are h
and firmly bound unto the City of Costa Mesa, in the sum of Dollars (\$) law
money of the United States of America, said sum being equal to 100% of the estimated amount payable to the City of Co
Mesa under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executor
executors, and administrators, successors and assigns, jointly and severally, firmly by these present.
THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal or the Principal's subcontract
fail to pay for any materials, provisions, or other supplies, implements or machinery used in, upon, for, or about
performance of the work contracted to be done, or for any other work or labor thereon of any kind, or for amounts of
under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deduct
withheld and paid over to the Employment Development Department from the wages of employees of the Principal a
subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and lab
then the Surety will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case s
is brought to enforce the obligations of this Bond, a reasonable attorneys' fees, to be fixed by the Court as required
the provisions of Section 9554 of the California Civil Code.
This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claim
under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought
upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of tir
alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification
accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any su
change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.
IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety,
the, 20
Name of Contractor (Principal) Authorized Signature/Title
Name of Surety Authorized Agent Signature
Transfilled Figure Signature
Address of Surety Print Name and Title

ATTACHMENT 2	
Bond No.	

FAITHFUL PERFORMANCE PAYMENT BOND TO ACCOMPANY PUBLIC WORKS AGREEMENT

The premium charge on this bond is \$, being at the rate of \$	per thousand of the contract price.					
hereinafter designated as the "Pri							
on file with the Costa Mesa City Clerk,	hich is incorporated herein by this refe	erence (the "Agreement").					
WHEREAS, Principal has execution furnishing of a bond for the faithful perfection.		ment and the terms thereof require the					
NOW, THEREFORE, We, the duly authorized to transact business under are held and firmly bound unto the (\$) lawful money of the Unipayable by the City of Costa Mesa under bind ourselves, our heirs, executors and present.	ity of Costa Mesa, in the sum of _ed States of America, said sum being the terms of the Agreement, for which	Surety (referred to herein as "Surety"), Dollars equal to 100% of the estimated amount payment well and truly to be made, we					
The Surety's obligations under Agreement. The Surety's obligations shall the Agreement for completion of the Principal under the Agreement to pay a are specified in the Agreement, actual limited to, all valid and proper backch legal, design professional and delay contains the c	All include, but are not limited to: (1) Agreement and correction of defect my liquidated damages, and, for damalamages caused by non-performance rges, offsets, payments indemnities,	tive work; (2) the responsibilities of ages for which no liquidated damages of the Agreement, including, but not or other damages; and (3) additional					
The condition of this obligation is such that if the Principal or the Principal's heirs, executors, administrators, successors or assigns, in all things stands to and abides by, and well and truly keeps and performs all of the work, covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and indemnifies, defends, and saves harmless the City of Costa Mesa, its officers, employees, and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.							
As part of the obligation secur shall be included costs and reasonable e in successfully enforcing the obligation	xpenses and fees, including reasonable	amount specified in this Bond, there e attorneys' fees, incurred by the City					
The Surety, for value received additions to the terms of the Agreer accompanying same, shall in any way change, extension of time, or alteration	ent or to the work to be perform ffect its obligations on this Bond, an	d it hereby waives notice of any such					
IN WITNESS WHEREOF, th Surety, on the day of		d by the above-named Principal and					
Name of Contractor (Principal)	Authorized Signature/Title						
Name of Surety	Authorized Agent Signatur	e					
Address of Surety	Print Name and Title						

INSURANCE REQUIREMENT FOR CITY OF COSTA MESA

CONTRACTOR shall not commence Work under this Agreement until he has obtained all insurance required under this section 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.

Neither the failure of CONTRACTOR to supply specified insurance policies and coverage, nor the failure of CITY to approve same shall alter or invalidate the provisions of Paragraph 18 of this Agreement.

A. Workers' Compensation Insurance.

CONTRACTOR shall obtain and maintain during the life of this Agreement workers' compensation insurance and, if any Work is sublet, CONTRACTOR shall require all tiers of subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days' advance written notice of such cancellation to CITY.

CONTRACTOR agrees to waive, and obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

B. Liability Insurance Coverage.

CONTRACTOR shall obtain and maintain during the life of this Agreement the following insurance coverage:

- (1) Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors. In addition, CONTRACTOR shall obtain and maintain during the life of this Agreement each of the following insurance coverage which are not stricken out and initialed by the Project Manager: Explosion and collapse hazard, underground hazard, personal injury, and automobile liability, including owned, hired, and non-owned vehicles. All insurance coverage shall have limits of not less than \$1,000,000.00 combined single limit, per occurrence and aggregate.
- (2) Below are approved endorsements which satisfy the basic insurance requirements contained in contracts entered into by City of Costa Mesa. These have been approved by the City Attorney's office. The terms of any specific contract with the City are controlling. Prior to the commencement of any work, the City requires that the Engineer receive Certificates of Insurance in DUPLICATE for liability coverage of at lease \$1,000,000 combined single limit, per occurrence and in the aggregate. Endorsements to the policies providing the above insurance shall be obtained by CONTRACTOR, adding the following three provisions:
 - (i) Additional Insured:

The City of Costa Mesa and their elected and appointed boards, officers, agents, employees, are additional insureds with respect to the subject project and agreement.

(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:

"Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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.



CERTIFICATE OF LIABILITY INSURANCE

ATTACHM	ENDAT <u>®</u> (MM/DD/YYYY)
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of such endorsement(s).								
PRODUCER			CONTACT NAME:					
				PHONE FAX				
				E-MAIL				
				ADDRES	SS:			
					IN	SURER(S) AFFOR	RDING COVERAGE	NAIC #
INSURED				INSURE				
MOONED				INSURE				
				INSURE				
				INSURE				
				INSURE				
				INSURE	RF:		6	
			NUMBER:				REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIR PERT	EMEN AIN, 1	NT, TERM OR CONDITION THE INSURANCE AFFORDS	OF ANY	CONTRACTION OF THE POLICIES	T OR OTHER I ES DESCRIBE	ED MED ABOVE FOR THE PO CUMENT WITH RESPECT TO HEREIN IS SUBJECT TO ALI	O WHICH THIS
INSR TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLIC: FF (MM/DD/Y	POLICY EXP (MM/D YYYY)	LIMITS	
COMMERCIAL GENERAL LIABILITY	III	WVD			(IIIII) DD/ 1 I		EACH OCCURRENCE \$	
CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
OLANINO-IVIADE GOODIN							MED EXP (Any one person) \$	
							PERSONAL & ADV INJURY \$	
GEN'L AGGREGATE LIMIT APPLIES PER:				7			GENERAL AGGREGATE \$	
POLICY PRO- JECT LOC					•		PRODUCTS - COMP/OP AGG \$	
OTHER:							\$	
AUTOMOBILE LIABILITY				•			COMBINED SINGLE LIMIT \$	
ANY AUTO			1.4				(Ea accident) BODILY INJURY (Per person) \$	
ALL OWNED SCHEDULED							BODILY INJURY (Per accident) \$	
AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE &	
HIRED AUTOS AUTOS							(Per accident) \$	
UMBRELLA LIAB OCCUR								
- CCCOR							EACH OCCURRENCE \$	
CLAIIVIS-IVIAD							AGGREGATE \$	
DED RETENTION \$ WORKERS COMPENSATION								
AND EMPLOYERS' LIABILITY Y/N							STATUTE ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?							E.L. EACH ACCIDENT \$	
(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE \$	
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								
CERTIFICATE HOLDER			CANCELLATION					
			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
			AUTHOR	RIZED REPRES	ENTATIVE			

POLICY NUMBER: Enter General Liability Policy Number

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not sl	nown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: Enter General Liability policy number

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Information required to complete this Schedule, if not show	n above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above. **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed: or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: Enter General Liability Policy Number Here

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGRANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR

AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHMENT 2

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: ZZ/ZZ/2014 Policy No. GPVGT" Endorsement No. 001

Insured: Contractors Name

Premium \$ INCL.

Insurance Company: Insurance Company

Countersigned By:

^{- 1998} by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved. From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

	Permit for Work Descr	ibea Below NO.
VENDOR NO.		No
Address or Location of Work		Date
		Date
Start Date F	Permit Not Valid After	(Expiration Date) Plan No.
		Address
	· · ·	City and State
		City Business License NoAddress
		Telephone No
		Insurance Cert. No.(s)
	1 40 110 110 110 110 110 110 110 110 110	DEDMIT ADDROVED FOR CITY ENGINEER
Bond \$ FEES	48 HOURS MINIMU	·
Cash Deposit \$	FOR PROCESSIN	By
Issuance \$	1	Date
Inspection \$	I Account# i	
TOTAL \$	_	Underground Service Alert ID No
2. Control of traffic shall of baricades, traffic contro closures, detours, turn residents or businesses: 3. That a maximum of Friday as long as traffic. 4. That throughout all phas SUBJECT TO THE NOTES BELOW 1. City will provide inspection and the state of the	I or waming devices, flagmen and flashing a restrictions, parking prohibitions and method twenty-four (24) hours in advance of any accellance) may be closed if necessary to pan be maintained in each direction with flagres of construction the work site shall be kept or the construction the work site shall be kept or the construction the work site shall be kept or the construction between 7:30 a.m. and 3:00 p.m., Monday Cement Concrete or Asphalt Concrete (A.C.) of the removed on the day prior to a weeke and gutter removal flush with the adjacent paverbs and gutters, sidewalks, cross-gutters and be backfilled or plated with spikes and A.C. to be constructed per City of Costa Mesa Standard Drawii be constructed per City of Costa Mesa Standardering shall conform to City of Costa Mesa (5) feet in depth require a permit from the Divid S.E., compaction and materials tests deems manently patched within ten (10) days of committee City with record drawings of permitted wo	Handbook (W.A.T.C.H.) (latest edition). The permittee shall furnish and/or install all signs, lights, row board. The permittee shall obtain approval of the Transportation Services Engineer for all street ds of accommodating traffic. The permittee shall notify Emergency, Fire and Police services and iss limitation or traffic restrictions. Derform work within the public right of way during the hours of 8:30 a.m 3:30 p.m. Monday through the neuroless otherwise approved by the Transportation Services Engineer. Clean and free of rubbish, debris and dust and drainage shall be maintained. In time will be billed at the approved hourly rate.) Ithrough Friday (except on City observed holidays). Ithe following will have been inspected and approved; native and imported ement on the same day that removal occurs. Indiversely approaches. Tunneling is not allowed. Coked around edges during non-working hours. In the province of the pr
NOTICE: Contractor must notify the	following Utility Companies two working days	before starting work:
Costa Mesa Sanitary District (714) 631-1731	Mesa Consolidated Water Distric 714) 631-1200	t UNDERGROUND SERVICE ALERT Toll Free - 1-800-422-4133; After Hours & Holidays - (714) 739-3031; (213) 621-3111
INSPECTION RECORD	Inspector of Reco	ords CERTIFICATE OF INSPECTION
Date		I hereby certify that the street work allowed by this permit has been constructed according to the plans and specifications and I hereby accept the work in this manner. By: Inspector
		Date

3 COPIES OF SKETCHES OR PLANS ARE REQUIRED PRIOR TO PERMIT ISSUANCE THIS APPLICATION BECOMES A PERMIT WHEN APPROVED AND VALIDATED



APPLICATION FOR BUSINESS LICENSE
SEND YOUR CHECK MADE PAYABLE TO THE CITY OF COSTA MESA
TREASURY MANAGEMENT DIVISION, PO BOX 1200, COSTA MESA, CA 92628-1200
(714) 754-5234 TDD: (714) 754-5244

Business Name				
Parent Company Name				
(If Corporate Owned) Note: Business address will be compared to zon	ning requirements before approval C	heck with the Planning Division regardi	ng the use of the location at (714) 754-5	3245
Business Address	ing requirements before approvai.	neck with the Flamming Division regards	ing the use of the location at (714) 754-2	240.
(Cannot be a P.O. Box) Street #	Street name	Unit #	City State	Zip
Mailing Address (Can be a P.O. Box) Street #	Street name	Unit#	City State	Zip
Business Telephone # ()		rt Date	No. of Employees (on average	•
Ownership (Check One only) []Sole Owner []Corporation		Husband & Wife Co-ownership	[]Limited Liability Comp	_
[]Limited Liability Partnership				
Seller's Permit No(If Applicable)		Contractors State No. & Cla (If Applicable)	ass	
Federal Employer ID # or, Owner's	Social Security #	Federal Firearms	License # (if applicable)	
	OWNER'S OR I	PRINCIPAL'S NAME(S)		
Name	<u> </u>			
Home Address		Home Address		
City	_ Zip	City	Zip	
Telephone # ()	Title	Telephone # <u>()</u>	Title	
Drivers License No.	Date of Birth	Drivers License No	Date of Birth	
PLEASE CIRCLE ONE: Wholesale Fully Describe Business Operation:	e/Retail/Manufacturing/Servic		•	
		Standa	rd Industrial Class Code (SIC)
Alcohol Beverage Control Permit No	·	Department of Motor Ve (Required for automobile/motorcy	chicles Permit #	
Hours of Operation (M-F)	(S-SU)		Rooms/Spaces	
(Commercial/Industrial only)		(If Applicable)		
	CHOOSE ONE OF THE	ADDDADDIATE FEEC DE	T OW	
CENTED AT DAIGHTEGG	CHOOSE ONE OF THE	APPROPRIATE FEES BE		
GENERAL BUSINESS (wholesale, retail, professional, Etc.)		TAX EXEMPT ORGAN Attach proof of Tax Exe	NIZATIONS empt Status (required for waiver	of tax due)
Enter Annual Gross Receipts Amount \$		SHOW, EXHIBITION,	SWAP MEET Tax on the Pron	noter's Gross
And Circle the corresponding category b	elow		Receipts schedule to the left	
Annual Gross Receipts	Tax_		nter the tax due amount here \$ f of sellersx \$5 = \$	
\$0.00 to 1,000.00 \$1,000.01 to 25,000.00		EQUALS	Total tax due \$	
\$25,000.01 to 40,000.00				
\$40,000.01 to 75,000.00	\$45.00		FFICES/WAREHOUSES	
\$75,000.01 to 200,000.00		Enter annual operating	perating expenses when no receip	ots generated)
\$200,000.01 to 500,000.00 Over \$500,000.00		Use Gross Receipts sche	edule to the left to determine busing	ness license tax.
, , , , , , , , , , , , , , , , , , , ,				
CONTRACTOR		VEHICLE WHEEL, TA	AXI, TOW TRUCK, BUS	
	due <u>\$50.00</u>	Number of Vehicles:	x \$25.00 = Total Tax D	oue \$
Will you store, handle or use 55 gallon Will you have an assembly room with		t of hazardous materials per year	? Yes No _	
Will you be installing a spray booth?	secupation found of 50 of filore	Persons.		
Will your business produce dust/wood	shavings or other material?		Yes No _	
Will you be storing or using flammable		pressed gases?	Yes No	
Will you be warehousing materials hig				
Fire Department approval required for	any "Yes" answer. Please mak	te an appointment by calling (/12	4) 327-7400.	
Your Business License will be issued ur business in violation of other Municipal dusiness location will be checked by Plan building may conform with the requirem information before filing your application your particular business by writing or visibelief, the statements made herein are conduct business is not granted until issua	Code Sections. There will be no ta aning, Building, and, if necessary, nents of the Municipal Code admi . ** Sales or use tax may apply to iting the nearest State Board of Ecorrect and true and that acceptance	ex refund if you are found operating Fire Department officials. If you have inistered by these departments, you your business activities. You may se qualization. ** I declare under penal	illegally after the Certificate has be we any doubt whether your business are urged to contact these departness ek written advice regarding the app ty of perjury that, to the best of my	sen issued. Your solocation and/or nents for further lication of tax to whowledge and
Authorized			_	
Signature		Title	Date	
	FOR CIT	TY OFFICE USE ONLY		
Planning Approval	Date Approved	CUP Required?	CUP #	
Building Approval	Date Approved	Comments		

Fire Department Approval _____ Date Approved ___



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.				
Je 2.	2 Business name/disregarded entity name, if different from above				
pe ons on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor C Corporation S Corporation Partnership single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)			
Print or type See Specific Instructions on	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box the tax classification of the single-member owner.	Exemption from FATCA reporting code (if any)			
핕등	Under (see instructions) ►	I 5	(Applies to accounts maintained outside the U.S.)		
Specif	5 Address (number, street, and apt. or suite no.)	Requester's name	and address (optional)		
See	6 City, state, and ZIP code				
	7 List account number(s) here (optional)	1			
Pa	Taxpayer Identification Number (TIN)				
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to a	oid Social se	curity number		
reside entitie	up withholding. For individuals, this is generally your social security number (SSN). However, ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For othe es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	r			
TIN o	on page 3.	or			
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page		4 for Employer	r identification number		
guiae	lines on whose number to enter.		-		
Par	t II Certification				
Unde	er penalties of perjury, I certify that:				
1. Th	ne number shown on this form is my correct taxpayer identification number (or I am waiting fo	r a number to be is	ssued to me); and		
Se	am not subject to backup withholding because: (a) I am exempt from backup withholding, or (lervice (IRS) that I am subject to backup withholding as a result of a failure to report all interest to longer subject to backup withholding; and				
3. I a	am a U.S. citizen or other U.S. person (defined below); and				
4. Th	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	ng is correct.			
beca	fication instructions. You must cross out item 2 above if you have been notified by the IRS t use you have failed to report all interest and dividends on your tax return. For real estate trans est paid, acquisition or abandonment of secured property, cancellation of debt, contributions	actions, item 2 do	es not apply. For mortgage		

generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the

General Instructions

Signature of

U.S. person ▶

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

instructions on page 3.

Sign

Here

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)

Date ▶

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form W-9 (Rev. 12-2014) Page **2**

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
 - 4. The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident allen for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

- 3. The IRS tells the requester that you furnished an incorrect TIN.
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

ATTACHMENT 2

Form W-9 (Rev. 12-2014) Page **3**

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1090-MISC

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1-An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2-The United States or any of its agencies or instrumentalities
- $3-\!A$ state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- $4-\!\mbox{A}$ foreign government or any of its political subdivisions, agencies, or instrumentalities
 - 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- $7\!-\!\text{A}$ futures commission merchant registered with the Commodity Futures Trading Commission
 - 8-A real estate investment trust
- 9-An entity registered at all times during the tax year under the Investment Company Act of 1940
 - 10-A common trust fund operated by a bank under section 584(a)
 - 11-A financial institution
- $12\!-\!A$ middleman known in the investment community as a nominee or custodian
 - 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B-The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I-A common trust fund as defined in section 584(a)
- J-A bank as defined in section 581
- K-A broker
- L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

ATTACHMENT 2

Form W-9 (Rev. 12-2014) Page 4

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account
Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity⁴
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2. *Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039

For more information, see Publication 4535, Identity Theft Prevention and Victim

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Circle the minor's name and furnish the minor's SSN.

PROJECT LOCATIONS MAP

LED LIGHTING INSTALLATION AT CITY PARKS AND ATHLETIC FACILITIES PROJECT, CITY PROJECT NO. 23-09 PROJECT LOCATIONS MAP



LOCATIONS:

- 1. JACK R. HAMMETT SPORTS COMPLEX, 2750 FAIRVIEW ROAD, COSTA MESA
- 2. TeWINKLE PARK ATHLETIC COMPLEX, 970 ARLINGTON DRIVE, COSTA MESA
- 3. COSTA MESA TENNIS CENTER, 880 JUNIPERO DRIVE, COSTA MESA
- 4. BARK PARK, 890 ARLINGTON DRIVE, COSTA MESA

EXHIBIT C

BONDS

Project and Specification No. 23-09

BIDDER'S BOND TO ACCOMPANY PROPOSAL

That we, RMF Contracting, Inc. dba R &	
principals, and Markel Insurance Comp	The state of the s
organized under the laws of the State of Cal sum of Ten percent of amount bid	ifornia and situated in Orange County in t (\$10%
to be paid to the City, its successors and ass made, we bind ourselves, our heirs, executors jointly and severally firmly by these presents.	s, and administrators, successors or assign
THE CONDITION OF THIS OBLIGATION IS That is the certain proposal of the about	SUCH, RMF Contracting, Inc. dba
	lesa, and if the above bounder
successors and assigns, shall duly enter	
construction, and shall execute and deliver th	
LABOR AND MATERIAL and the FAITHFUL	
fourteen (14) days from the date of the m	ailing of a notice of the above bounder
said contract is ready for execution, then the	
otherwise it shall be and remain in full force a	nd virtue.
IN WITNESS WHEREOF:	
We hereunto set our hands and seals	this 23rd day of October , 2023.
Contracting, Inc. dba R & M Electrical Contracting	Markel Insurance Company
Mapile	-AK
Mary Ann Feilmeier	Adriana Valenzuela, Attorney-in-Fact
Contractor/ Principal (Notary Acknowledgement to be attached)	Surety/Power of Attorney (Notary Acknowledgment to be attached)
	MF
	Bidder's Initials

ATTACHMENT 2 STATE OF CALIFORNIA DEPARTMENT OF INSURANCE Nº 07500

SAN FRANCISCO

Amended Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Markel Insurance Company

of	Deerfield, Illinois , organized under the
laws of	Illinois , subject to its Articles of Incorporation or
other funda	amental organizational documents, is hereby authorized to transact within the State, subject to
all provisio	ons of this Certificate, the following classes of insurance: Fire, Marine,
	Disability, Plate Glass, Liability, Workers' Compensation,
	Carrier Liability, Boiler and Machinery, Burglary, Credit,
	er, Team and Vehicle, Automobile, and Miscellaneous ,
as such cla	asses are now or may hereafter be defined in the Insurance Laws of the State of California.
THIS	CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compli	ance with all, and not in violation of any, of the applicable laws and lawful requirements made

under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

> IN WITNESS WHEREOF, effective as of the _ 2002 , I have hereunto day of January set my hand and caused my official seal to be affixed this



NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority, Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jay P. Freeman, Cynthia J. Young, Christina Mountz, Adriana Valenzuela

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of January , 2023 .

SureTec Insurance Company

Michael C. Keimig, President

State of Texas County of Harris:

Markel Insurance Company

Vice President undey Jennings

, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, On this 24th day of January came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



JULIE E. MCCLARY Notary Public State of Texas Commission # 12947680-5 Commission Expires March 29, 2026

My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 23rd day of October

2023

Markel Insurance Company

Andrew/Marquis, Assistant-Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 510028 For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST. 1 : 2

CIVIL CODE 1189

	ing this certificate verifies only the identity of the individual who signed the ached and not the truthfulness, accuracy, or validity of that document.
State of California)
County of San Bernardino)
On 0CT 2 3 2023 before r	me. Vanessa Copeland , Notary Public,
	Adriana Valenzuela
personally appeared	Name(s) of Signer(s)
within instrument and acknowledged	factory evidence to be the person(s) whose name(s) is/are subscribed to the to me that he/she/they executed the same in his/her/their authorize signature(s) on the instrument the person(s), or the entity upon behalf dinstrument. 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:
Place Notary Seal Above	Signature of Notary Public
Though the information below is no	Signature of Notary Public Signature of Notary Public OPTIONAL of required by law, it may prove valuable to persons relying on the document audulent and reattachment of this form to another document.
Though the information below is no and could present from	Signature of Notary Public OPTIONAL ot required by law, it may prove valuable to persons relying on the document audulent and reattachment of this form to another document.
Though the information below is no and could present from the country of Attached Document	Signature of Notary Public
Though the information below is no and could present from the country of the coun	Signature of Notary Public
Though the information below is no and could present from the description of Attached Document Type or Title of Document: Document Date:	Signature of Notary Public
Though the information below is no and could present from the description of Attached Document Type or Title of Document: Document Date: Signer(s) Other Than Named Above:	Signature of Notary Public OPTIONAL of required by law, it may prove valuable to persons relying on the document audulent and reattachment of this form to another document. Number of Pages:
Though the information below is no and could present from the description of Attached Document Type or Title of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s)	OPTIONAL
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Though the information below is no and could present from the description of Attached Document Type or Title of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Adriana Valenzuela Individual	OPTIONAL
Though the information below is no and could present from the present of the pres	OPTIONAL
Though the information below is no and could present from the description of Attached Document Type or Title of Document:	OPTIONAL
Though the information below is no and could present from the description of Attached Document Type or Title of Document: Document Date: Signer(s) Other Than Named Above: Capacity(ies) Claimed by Signer(s) Signer's Name: Adriana Valenzuela Individual Corporate Officer – Title(s): Partner: Attorney in Fact	Capacity(ies) Claimed by Signer(s) Signature of Notary Public Trequired by law, it may prove valuable to persons relying on the document and reattachment of this form to another document. Number of Pages: Capacity(ies) Claimed by Signer(s) Signer's Name: Individual Corporate Officer – Title(s): Partner: Limited General Attorney in Fact
Though the information below is no and could present from the description of Attached Document Type or Title of Document:	Capacity(ies) Claimed by Signer(s) Signature of Notary Public Trustee Guardian or Conservator

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.

attached, and not the truthf of that document.	ulness, accuracy, or validity	*
subscribed to the within ins	basis of satisfactory evidence to lastrument and acknowledged to me	ther by brown, not ary public finsert name and title of the officer) the the person(s) whose name(s) is/are that he/she/they executed the same in their signature(s) on the instrument the thed, executed the instrument.
I certify under PENALTY C		ne State of California that the foregoing
WITNESS my hand and of Signature	ficial seal. (Seal)	HEATHER JOY BROWN Notary Public - California Orange County Commission # 2356479 My Comm. Expires May 4, 2025

EXHIBIT D

CITY COUNCIL POLICY 100-5: DRUG-FREE WORKPLACE

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

- 1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
- 2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

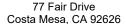
- 1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- 1. The dangers of drug abuse in the workplace;
- 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
- 3. Any available drug counseling, rehabilitation and employee assistance programs; and
- 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
- 2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
- 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.





CITY OF COSTA MESA Agenda Report

File #: 24-007 Meeting Date: 1/16/2024

TITLE:

ACCEPTANCE OF THE JACK HAMMETT SPORTS COMPLEX EXPANSION PROJECT, CITY

PROJECT NO. 21-05

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: SEUNG YANG, P.E., CITY ENGINEER, (714) 754-5633

RECOMMENDATION:

Staff recommends the City Council:

- 1. Accept the work performed by Horizons Construction Company International, Inc., 432 West Meats Avenue, Orange, California 92865, for the Jack Hammett Sports Complex Expansion Project, City Project No. 21-05, and authorize the City Clerk to file the Notice of Completion.
- 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 7107(c).

BACKGROUND:

On December 7, 2021, the City Council awarded a construction contract in the amount of \$2,166,920.70 to Horizons Construction Company International, Inc. (Horizons), for the Jack Hammett Sports Complex Expansion Project at 2750 Fairview Road.

The Jack Hammett Sports Complex was named in honor of former mayor, Jack Hammett, and the facility offers six (6) fields that are primarily used for soccer and lacrosse programs but are also utilized for other various recreational activities. The sports complex endured frequent use over time and this public recreational facility needed improvements and new upgrades.

The scope of work for this project included parking lot pavement improvements; asphalt treatment with slurry; striping and markings; concrete sidewalk; access ramps; installation of a new storage building; site grading; lighting; irrigation; landscaping; electrical and mechanical work; integrated art features, and all other tasks associated with the project to bring it to completion.

The contractor, Horizons, completed construction improvements that increased parking, improved overall circulation, provided ADA accessibility, and increased the storage facilities within the park.

These improvements were completed with the sports complex still open to host major athletic events, such as the AYSO Region 120, Costa Mesa Youth Soccer League, Pilot Cup, and training camp for the Los Angeles Chargers professional football team.

ANALYSIS:

The work required by the contract documents was completed to the satisfaction of the City Engineer. The final contract cost including quantity adjustments and change orders amounted to \$2,046,260.80. A report of the final costs is included as Attachment 1.

A summary of the costs is as follows:

Total Contract Cost: \$ 2,166,920.70 Final Quantity Adjustments: (\$ 120,659.90) Final Contract Cost: \$ 2,046,260.80

The final contract price reflects a 5.6% decrease from the original contract as a result of final quantity adjustments.

As of this date, there are no Stop Notices filed against the monies due to Horizons Construction Company International, Inc.

Jack Hammett Sports Complex





BEFORE AFTER





BEFORE

AFTER





BEFORE

AETED

ALTERNATIVES:

This item is administrative in nature.

FISCAL REVIEW:

The remaining project funds will be returned to the fund balance.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

Strengthen the Public's Safety and Improve the Quality of Life

CONCLUSION:

Staff recommends the City Council:

1. Accept the work performed by Horizons Construction Company International, Inc., 432 West Meats Avenue, Orange, California 92865, for the Jack Hammett Sports Complex Expansion Project, City Project No. 21-05, 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 7107(c).

ATTACHMENT 1 CITY OF COSTA MESA

Horizons Construction Co Intl Inc. 432 W Meats Ave, Orange, CA 92865-2625

PROJECT: FINAL COSTS - Jack Hammett Sports Complex Expansion Project, City Project No. 21-05

ITEM	BID QUANT	TTY	DECADURATION		UNIT	PREVIOUS	QUANTITY	TOTAL QU		PREVIOUS	AMOUNT	TOTAL	CONTRACT
NO	1	1.0	DESCRIPTION Mobilization	\$	PRICE 65,300.00	QUANTITY 100.00	THIS ESTIMATE %	100.00	% %	\$65,300.00	THIS EST \$0.00	TO DATE \$65,300.00	PRICE \$65,300,00
2	1		Clearing & Grubbing	\$	42,700.00		% % % %	100.00	%	\$42,700.00	\$0.00	\$42,700.00	\$42,700.00
3	1		Traffic Control & Public Safety	\$	18,000.00		% % % %	100.00	%	\$18,000.00	\$0.00	\$18,000.00	\$18,000.00
4	1		Water Quality Best Management Practices (BMP's)	\$	9,500.00		% % % %	100.00	%	\$9,500.00	\$0.00	\$9,500.00	\$9,500.00
5	1		Construction Survey	\$	15,700.00		% % % %	100.00	%	\$15,700.00	\$0.00	\$15,700.00	\$15,700.00
6	1		Utility Potholing & Ground Penetrating Radar	\$	17,000.00		% % % %	100.00	%	\$17,000.00	\$0.00	\$13,700.00	\$17,000.00
7	10,600		Remove & Dispose (E) AC Pavement	\$	1.15		SF SF	10.911.00	SF	\$12,547.65	\$0.00	\$12,547.65	\$12,190.00
8	1,175	-	Remove & Dispose (E) Chain Link Fence	\$	3.60	-,-	_F LF	1,175	LF	\$4,230.00	\$0.00	\$4,230.00	\$4,230.00
9	1,173		Trees	\$	892.50	14.00 E			EA	\$12,495.00	\$0.00	\$12,495.00	\$12,495.00
10	5		Remove & Dispose (E) Light Poles and Foundation	\$	1,680.00	5.00 E		5	EA	\$8,400.00	\$0.00	\$8,400.00	\$8,400.00
11	1	LS	Remove & Dispose (E) Sliding Gate	\$	1,470.00	100.00	% 100.00 %	200	%	\$1,470.00	\$1,470.00	\$2,940.00	\$1,470.00
12	5	EA	Remove & Dispose (E) Chain Link Gate	\$	840.00	5.00 E	EA EA	5	EA	\$4,200.00	\$0.00	\$4,200.00	\$4,200.00
13	70,000	SF	Weed Abate, Crack Seal, Remove existing striping & pavement marking and construct sluury seal Type II	\$	0.48	58,000.00	SF SF	58,000.00	SF	\$27,840.00	\$0.00	\$27,840.00	\$33,600.00
14	21,500		Construct 6" thick AC Pavement Over Compacted 8" thick CMB	\$	9.80	-	SF SF	21,068.00	SF	\$206,466.45	\$0.00	\$206,466.45	\$210,700.00
15	86		Remove and Dispose Curb & Gutter	\$	8.50		_F LF	145	LF	\$1,232.50	\$0.00	\$1,232.50	\$731.00
16	300	LF	Construct 6" Curb and Gutter Type (C-6") (W-16") Per City of Costa Mesa Sid DWG No 312	\$	42.00	251.00 I	_F LF	251.00	LF	\$10,542.00	\$0.00	\$10,542.00	\$12,600.00
17	1,800	LF	Remove & Dispose Concrete Curb	\$	4.14	1,800.00 I	_F LF	1,800	LF	\$7,452.00	\$0.00	\$7,452.00	\$7,452.00
18	2,000	LF	Construct 6" Curb Type A1 -6 (150)	\$	29.00	1,707.08 I	_F 307.00 LF	2,014.08	LF	\$49,505.32	\$8,903.00	\$58,408.32	\$58,000.00
19	2		Remove & Dispose Existing Curb Ramp	\$	1.950.00	-	EA EA	2.00	EA	\$3,900,00	\$0.00	\$3,900.00	\$3,900.00
20	3	EA	Construct ADA Curb Ramp	\$	12,100.00	3.00 E	EA EA	3.00	EA	\$36,300.00	\$0.00	\$36,300.00	\$36,300.00
21	3		Construct Truncated Domes	\$	1,785.00	4.00 E		4.00	EA	\$7,140.00	\$0.00	\$7,140.00	\$5,355.00
22	30		Remove & Dispose Concrete Gutter	\$	8.50		_F LF	30.00	LF	\$255.00	\$0.00	\$255.00	\$255.00
23	30		Construct 3' wide concrete V - Gutter	\$	67.20	23.00 1		23.00	LF	\$1,545.60	\$0.00	\$1,545.60	\$2,016.00
24	6		Adjust to Grade Existing Sewer Cleanout	\$	900.00	6.00 E			EA	\$5,400.00	\$0.00	\$5,400.00	\$5,400.00
25	19		Furnish & Install Concrete Wheel Stop	\$	105.00		EA EA	19.00	EA	\$1,995.00	\$0.00	\$1,995.00	\$1,995.00
26	7,800		Sawcut and Remove PCC Sidewalk	\$	2.35		SF SF	7,800.00	SF	\$18,330.00	\$0.00	\$18,330.00	\$18,330.00
27	2	-	Construct Driveways Approach	\$	2,835.00	-	EA EA	1.00	EA.	\$2,835.00	\$0.00	\$2,835.00	\$5,670.00
28	25		Construct 6" thick fill-in concrete over 6" CMB	\$	25.00		SF 25.00 SF	25.00	SF	\$0.00	\$625.00	\$625.00	\$625.00
29	8		Furnish & Install Parking Sign	\$	360.00		EA 3.00 EA		EA	\$2,880.00	\$1,080.00	\$3,960.00	\$2,880.00
30	1		Striping, Signing, Marking & Pavement Markers	\$	12,200.00		% %	1.00	%	\$12,200.00	\$0.00	\$12,200.00	\$12,200.00
31	12,850		Paving 1a: Concrete Flatwork with Topcast Top-Surface Retarder Finish	\$	10.50		SF SF	11,230.00	SF	\$117,915.00	\$0.00	\$117,915.00	\$134,925.00
32	120		Paving 1c: Concrete Flatwork Heavy Sand Blast Finish	\$	12.00		SF SF	0.00	SF	\$0.00	\$0.00	\$0.00	\$1,440.00
33	880		Paving 1d: Interlocking Concrete Pavers	\$	16.50		SF SF	797.00	SF	\$13,147.20	\$0.00	\$13,147.20	\$14,520.00
34	245		Concrete Header (10" wide)	\$	42.00		SF SF	245.00	SF	\$10,290.00	\$0.00	\$10,290.00	\$10,290.00
35	500		Concrete Band(16" wide)	\$	47.00		_F LF	500.00	LF	\$23,500.00	\$0.00	\$23,500.00	\$23,500.00
36	180		18' Ht. Ball Barrier Fence (6' chain link fence with attached 12' netting)	\$	380.00		_F LF	182.00	LF	\$69,160.00	\$0.00	\$69,160.00	\$68,400.00
37	415		Chain Link Fence - 8' High	\$	115.00		_F LF	433.00	LF	\$49,795.00	\$0.00	\$49,795.00	\$47,725.00
38	475		Chain Link Fence - 4' High	\$	97.00		_F LF	516.00	LF	\$50,052.00	\$0.00	\$50,052.00	\$46,075.00
39	3		Gate - Double Swing Chain Link , 8' high(12' Opening)	\$	4.900.00	3.00 E		3.00	EA	\$14,700.00	\$0.00	\$14,700.00	\$14,700.00
40	1		Double Cantilever Sliding Gates - 8' Ht (Chain link Fabric) With Electronic Gate Opening & Closing Operator	\$	59,700.00	1.00 E		1.00	EA	\$59,700.00	\$0.00	\$59,700.00	\$59,700.00
41	1		Rolling Chain Link Gate - 8' Ht (20' Opening)	\$	7.600.00		EA EA	1.00	EA	\$7,600.00	\$0.00	\$7,600.00	\$7,600.00
42	530		Post & Rail Fence with Precast Column	\$	87.00		_F 1.00 LF	531.00	LF	\$46,110.00	\$87.00	\$46,197.00	\$46,110.00
43	6		Column "A(6" Ht. Masonry Column w/Precast Column Cap)	\$	3,700.00		EA EA	6.00	EA	\$22,200.00	\$0.00	\$22,200.00	\$22,200.00
44	4		Column "B (4.5' Ht. Masonry Column w/Precast Column Cap)	\$	2,415.00	4.00 E		4.00	EA	\$9,660.00	\$0.00	\$9,660.00	\$9,660.00
45	7		Precast Column 'C'	\$	1,610.00	7.00 E		7.00	EA	\$11,270.00	\$0.00	\$11,270.00	\$11,270.00
46	3		Precast Sphere (60 Inch Dia)	\$	5,520.00	3.00 E		3.00	EA	\$16,560.00	\$0.00	\$16,560.00	\$16,560.00
47	12		Precast Soccer Ball (36" Dia)	\$	1.670.00	12.00 E		12.00	EA	\$20,040,00	\$0.00	\$20,040.00	\$20.040.00
48	4		Precast Sphere (22 Inch Dia)	\$	690.00		EA EA	4.00	EA	\$2,760.00	\$0.00	\$2,760.00	\$2,760.00
49	2		Double Parking Lot Barrier Gates	\$	18,550.00		EA EA	2.00	EA	\$2,760.00	\$0.00	\$2,760.00	\$37,100.00
49 50	1		Double Parking Lot Barrier Gates Re-Install existing Flagpole	\$	3.675.00	0.00 E		0.00	EA	\$37,100.00	\$0.00	\$37,100.00	\$37,100.00
	•			\$	-,				EA	****	****	*	
51	10	ĽΑ	Bike Rack	Ф	1,740.00	10.00 E	EA EA	10.00	EA	\$17,400.00	\$0.00	\$17,400.00	\$17,400.00

ATTACHMENT 1 CITY OF COSTA MESA

Horizons Construction Co Intl Inc. 432 W Meats Ave, Orange, CA 92865-2625

PROJECT: FINAL COSTS - Jack Hammett Sports Complex Expansion Project, City Project No. 21-05

ITEM	BID QUAN	TITV		UNIT	PREVIOU	IS	QUANTITY		TOTAL QU	ANTITY	PREVIOUS	AMOUNT	TOTAL	CONTRACT
NO	BID QUAN	1111	DESCRIPTION	PRICE	QUANTIT	Υ	THIS ESTIMAT	Έ	TO DA	\TE	AMOUNT	THIS EST	TO DATE	PRICE
52	2	EA	Precast Mounted Bottle Filler with Bi-Level Drinking Fountain	\$ 10,700.00	2.00	EA	E	EΑ	2.00	EA	\$21,400.00	\$0.00	\$21,400.00	\$21,400.00
53	1	LS	Existing Irrigation Adjustment	\$ 17,600.00	100.00	%	9	%	100.00	%	\$17,600.00	\$0.00	\$17,600.00	\$17,600.00
54	1	LS	New Irrigation System	\$ 109,545.00	100.00	%	9	%	100.00	%	\$109,545.00	\$0.00	\$109,545.00	\$109,545.00
55	25,510	SF	Soil Preparation and Fine Grading	\$ 0.93	19,058.39	SF	S	SF	19,058.39	SF	\$17,724.30	\$0.00	\$17,724.30	\$23,724.30
56	25,510	SF	Weed Abatement	\$ 0.16	19,058.39	SF	S	SF	19,058.39	SF	\$3,049.34	\$0.00	\$3,049.34	\$4,081.60
57	49	EA	Tree - 36" Box	\$ 1,065.00	49.00	EA	E	ĒΑ	49.00	EA	\$52,185.00	\$0.00	\$52,185.00	\$52,185.00
58	80	EA	Shrub -# 15 Container	\$ 140.00	80.00	EA	E	ĒΑ	80.00	EA	\$11,200.00	\$0.00	\$11,200.00	\$11,200.00
59	1,248	EA	Shrub -# 5 Container	\$ 33.50	1,248.00	EA	E	ĒΑ	1,248.00	EA	\$41,808.00	\$0.00	\$41,808.00	\$41,808.00
60	768	EA	Shrub # 1 Container	\$ 9.50	768.00	EA	E	ΞA	768.00	EA	\$7,296.00	\$0.00	\$7,296.00	\$7,296.00
61	19,600	SF	Damaged Turf Replacement	\$ 1.68	15,000.00	SF	S	SF	15,000.00	SF	\$25,200.00	\$0.00	\$25,200.00	\$32,928.00
62	236	EA	Wood Mulch (3" Thick)	\$ 72.80	236.00	EA	E	ΞA	236.00	EA	\$17,180.80	\$0.00	\$17,180.80	\$17,180.80
63	1	LS	(90) Day Maintenance	\$ 7,728.00	100.00	%	9	%	100.00	%	\$7,728.00	\$0.00	\$7,728.00	\$7,728.00
64	1	LS	Storage Building, 5-Units (952 SF)	\$ 177,600.00	100.00	%	9	%	100.00	%	\$177,600.00	\$0.00	\$177,600.00	\$177,600.00
65	1	LS	Electrical - Parking Lot	\$ 267,300.00	92.52	%	7.48 %	%	100.00	%	\$247,300.00	\$20,000.00	\$267,300.00	\$267,300.00
66	1	LS	Electrical - Storage Building	\$ 5,500.00	100.00	%	9	%	100.00	%	\$5,500.00	\$0.00	\$5,500.00	\$5,500.00
67	1	LS	Allowance for additional work items as directed by the City	\$ 45,000.00	0.00	%	0.00 %	%	48.55	%	\$0.00	\$21,845.46	\$21,845.46	\$45,000.00
68	1	LS	Allowance for Unforseen Utility confilcts	\$ 45,000.00	0.00	%	0.00 %	%	24.31	%	\$0.00	\$10,938.18	\$10,938.18	\$45,000.00
69	1	LS	Allowance for unsitable soil conditions & additional sound mitigation	\$ 35,000.00	0.00	%	0.00 %	%	25.71	%	\$0.00	\$9,000.00	\$9,000.00	\$35,000.00
							BID TOTAL:				\$1,972,312.16	\$73,948.64	\$2,046,260.80	\$2,166,920.70





CITY OF COSTA MESA Agenda Report

File #: 24-013 Meeting Date: 1/16/2024

TITLE:

CLEAN MOBILITY OPTIONS PILOT PROGRAM AND OCTA PROJECT V GRANT FOR COMMUNITY BASED TRANSIT

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ TRANSPORTATION

SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: JENNIFER ROSALES, TRANSPORTATION SERVICES

MANAGER, (714) 754-5343

RECOMMENDATION:

Staff recommends the City Council:

- 1. Adopt the proposed Resolution No. 2024-xx, approving participation in the Clean Mobility Options Voucher Pilot Program.
- 2. Adopt the proposed Resolution No. 2024-xx, approving the submittal of a grant application for the Community-Based Transit/Circulators Program (Project V) under the Orange County Transportation Authority's (OCTA's) Comprehensive Transportation Funding Program (CTFP).

BACKGROUND:

Clean Mobility Options (CMO) Voucher Pilot Program

The CMO Voucher Pilot Program is a statewide initiative that provides voucher-based funding for zero-emission carsharing, carpooling/vanpooling, innovative transit services, and on-demand ride services in California's historically underserved communities. The CMO program goals are as follows:

- Increase clean mobility options for low-income and disadvantaged communities.
- Provide community-driven mobility solutions throughout the State.
- Improve access to clean mobility options that are safe, reliable, convenient, and affordable.
- Reduce greenhouse gas emissions and criteria pollutants.

City staff submitted a grant application in August 2023 in cooperation with Circuit Transit Inc. for CMO funds to create and implement an on-demand community shuttle pilot program. On October 9, 2023, the CMO Program Administrator notified the City of their intent to award CMO funds in the amount of \$1,500,000 for a three-year grant period (\$500,000 per year for three years). An adopted resolution by the City Council to approve the CMO project, accept the funds, and comply with the requirements of the program is required by March 6, 2024, to execute the project.

OCTA Project V Grant for Community Based Transit

In November 1990, the Orange County voters approved Measure "M", a 20-year, half-cent local sales tax to fund transportation improvements countywide. In November 2006, the Orange County voters passed the Renewed Measure "M" Program (M2), extending the half-cent sales tax for the next 30 years, beginning in the year 2011. Revenues from this extended sales tax are proposed to fund a wide range of improvements in Orange County, including freeway, arterial, and transit systems.

The M2 Community-Based Transit/Circulators Program, referred to as Project V, establishes a competitive process to enable local jurisdictions to develop community-based, local transit services that complement regional transit services and meet needs in areas not adequately serviced by regional transit. OCTA solicited letters of interest in May 2023 from local agencies interested in a future Project V Call for Projects. The City of Costa Mesa submitted a Project V letter of interest on May 19, 2023, with a proposed service as outlined in the CMO voucher pilot program application.

In November 2023, OCTA issued a "Call for Projects" for Community-Based Transit (Project V) to enable local jurisdictions to develop community-based, local transit services that complement regional transit services and meet needs in areas not adequately serviced by regional transit. Project V applications for FY 2024/25 to FY 2030/31 are due by January 25, 2024 to OCTA.

ANALYSIS:

Clean Mobility Options (CMO) Voucher Pilot Program

In the application for the CMO Voucher Pilot Program, the City of Costa Mesa proposed to partner with Circuit Transit, Inc., an experienced micro transit vendor, to operate an "on-demand" transit project with an all-electric vehicle fleet. A contract agreement with Circuit Transit Inc., for the operation of the CMO voucher pilot program is currently under development for review by legal and for future consideration by the City Council.

The proposed initial operating plan would have a total of three (3) electric vehicles operating up to 10 hours per day, 7 days a week, with adjustments made based on feedback from the community and service data to best align with the needs of the community. The proposed three electric vehicles consist of two (2) sedans and one (1) ADA accessible van with wheelchair storage space. As per the agreement, the proposed operator, Circuit Transit, Inc., would lease the three electric vehicles and the City of Costa Mesa will provide three dedicated parking spaces with charging facility at the City Yard as part of the commitment to the CMO pilot program. The electric vehicle charging equipment and installation costs are included as part of the CMO voucher pilot program.

The CMO voucher pilot program provides service to primarily disadvantaged and low-income communities. The proposed service area will be provided primarily in the SB 535 Disadvantaged Communities and AB 1550 Low-income Communities west of Newport Boulevard and connecting these neighborhoods with the West 19th Street Corridor and the 17th Street Corridor. While less of 17th Street is geographically designated as Disadvantaged or Low-Income, it includes important transit connections to OCTA Route 55, grocery stores, shopping, and job centers. The focus of the service area will be on key destinations for the local population and visitors, including healthcare, transportation hubs, grocery, senior living facilities, and other destinations as determined through community feedback. The City of Costa Mesa will work with the community to identify key hot spots within this geofenced zone. Exhibit 1 provides an exhibit of the proposed service area for the CMO voucher pilot program.

V Developmental Ctr MONTICELLO Estancia High School The Home Depot Santa Ana Heights EAST SIDE William III Canvon Park Newp ta Mesa DMV 🕮 WESTSIDE COSTA MESA Hoag Hospital Newport Aquatic Cente Environm Nature Cente Newport Hyatt Regency Newport Beach Beach

Exhibit 1: Proposed Service Area for the CMO Voucher Pilot Program

The CMO voucher pilot program provides funding of \$500,000 per year for three years, totaling \$1.5 million. After three years, the funds for the pilot program are expended with no additional available funds from the CMO voucher for the pilot program. In order for the service to continue, the City would need to identify other funds to sustain the program. One option to provide ongoing funding for the program is the OCTA Project V Grant, described below. The cost estimate to operate the three (3) electric vehicles up to 10 hours per day for 7 days a week is \$500,000 per year each including vehicle leases, drivers, insurance, program administration, and outreach and marketing.

A nominal fare of \$1 to \$2 per ride is recommended to reduce canceled trips and abuse of service. In addition, the fare revenue can be saved for use in continuing service after the three years of funding from the CMO voucher pilot program is exhausted. The fare revenue is projected at \$140,000 over the course of the three years assuming a \$1 fare from the launch of service.

Advertising can also be used to support future years of service and saved for continued service. Advertising could consist of vehicle wraps on the outside of the three service vehicles. It is estimated that approximately \$50,000 to \$75,000 can be generated with ad revenue from vehicle wraps over the course of three years of the CMO pilot program.

Staff requests City Council approval of the attached Resolution (Attachment 1) for participation in the CMO Voucher program with Circuit Transit, Inc. Staff will return to the Council at a future meeting regarding the operating details, fare assessment and advertising as part of the agreement with Circuit Transit, Inc.

OCTA Project V Grant for Community Based Transit

Project V allocations are determined through a competitive application process. The services currently eligible for OCTA's Project V grant program fall into two service categories defined as Traditional Project V transit services and On-Demand mobility services. The objectives of OCTA's 2024 Call for Projects follow:

- 1. To continue funding existing projects that are expiring.
- 2. To support expansion of existing projects.
- 3. To support new Traditional Project V services.
- 4. To allow for on-demand services that provide shared ride options.

On-demand mobility services include the following service characteristics:

- Based on contracted mobility providers responding to user-initiated requests for transportation (ride-hailing).
- User trips occur within a designated service area or boundary.
- May include designated user pickup/drop-off locations within a suitable distance from desired destinations.
- Users have an expectation of ridesharing where all trips may include diversions and deviations to serve other user-requested trips in an efficient and effective manner.

The current Project V funding cycle will be available starting in FY 2024-25 and ending in FY 30-31. The minimum local match is fifty (50%) for On-Demand services. Agencies will receive points for committing to a higher match rate. The match may be comprised of any combination of private contributions, advertising revenues, and local discretionary funds. The match must be a local agency contribution and may not be made up of in-kind services. The maximum annual Project V grant funding allocation for on-demand services starts at \$300,000 in FY 24-25 increasing to \$350,000 in FY 30-31.

Staff recommends submitting an application to OCTA Project V 2024 Call for Projects to continue the service provided for the CMO pilot program at the end of the three-year funding period (FY 24-25 to FY 26-27) of the CMO pilot program, with an option to expand the service area by adding a sedan

and associated driver. The annual cost to add a sedan would be \$156,000 in the first year with a 2% increase every year after that. With an additional sedan, the total cost for continuing service and expanding the service area would be about \$656,000 per year, beginning in FY 27-28. The available OCTA Project V funding in FY 27-28 for on-demand services is \$323,500. The City will have to identify local funds for the remaining \$332,500. The City's Project V application will request annual OCTA funding from FY 27-28 until FY 30-31.

The proposed project submitted will need to meet certain minimum requirements to be eligible for the M2 grants. While the City has met all these eligibility requirements, OCTA requires approval of the attached resolution (Attachment 2) prior to any consideration of City applications. The submittal of applications in response to this "2024 Call for Projects" will not be deemed complete and final until an adopted resolution is submitted to OCTA. The resolution authorizes the Public Works Director or designee to submit the grant application and any required documents, to accept any funds awarded by OCTA, and to execute any agreements, assurances, or other documents required in connection with the acceptance of such funds. Staff requests City Council approval of the resolution.

ALTERNATIVES:

One alternative considered is to not adopt the resolutions. By not approving Resolution 1, the City will forgo the CMO Voucher Pilot Project grant in the amount of \$1,500,000. Not approving Resolution 2 will render the City ineligible to compete for available grant funding for the OCTA Project V Community-Based Transit Program. Staff does not recommend this alternative.

FISCAL REVIEW:

The CMO voucher pilot project requires the City's commitment of the implementation of the proposed project. City staff time including social media advertising and administration is required for the CMO voucher pilot project. In addition, electricity for the three EV chargers and dedicated parking spaces at the City yard is required for the CMO voucher pilot project.

The Project V resolution requires the City's commitment to implement the project if the grant application is successful including a financial local match commitment of fifty (50) percent. If successful in a grant award, the local match for the project would be proposed starting in the FY 27-28 capital improvement projects budget.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report, prepared the attached resolutions and approves them 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
- Advance Environmental Sustainability and Climate Resiliency

CONCLUSION:

Staff recommends the City Council:

1. Adopt the proposed Resolution No. 2024-xx, approving participation in the Clean Mobility Options Voucher Pilot Program (Attachment 1).

2. Adopt the proposed Resolution No. 2024-xx, approving the submittal of a grant application for the Community-Based Transit/Circulators Program (Project V) under the Orange County Transportation Authority's (OCTA's) Comprehensive Transportation Funding Program (CTFP). (Attachment 2).

RESOLUTION NO. 2024-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA APPROVING PARTICIPATION IN THE CLEAN MOBILITY OPTIONS VOUCHER PILOT PROGRAM

WHEREAS, the City of Costa Mesa, as Lead Applicant, submitted a Mobility Project Voucher Application on August 16, 2023, for the Clean Mobility Options Voucher Pilot Program (CMO). The application submitted was for On-Demand Neighborhood Electric Vehicle Transit Services with Circuit Transit, Inc. (Circuit Costa Mesa) in Costa Mesa;

WHEREAS, the City Council of the City of Costa Mesa is eligible to receive funding through CMO, a statewide initiative funded by California Climate Investments and administered by California Air Resource Board and CALSTART to provide funding for zero-emission shared mobility options to under-resourced communities in California;

WHEREAS, the City of Costa Mesa will comply with the requirements of the program in accordance with the Voucher Agreement between CALSTART and the City of Costa Mesa; and will accept the CMO voucher funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa, authorize the Mayor, or designee, to execute the approval of CMO voucher funds, reiterate CMO program commitment, and compliance with CMO program requirements to the CMO Program Administrator Team.

PASSED AND ADOPTED this 16th day of January, 2024.

	John Stephens, Mayor
ATTEST:	APPROVED AS TO FORM:
Brenda Green, City Clerk	Kimberly Hall Barlow, City Attorney

Resolution for Community-Based Transit/Circulators (Project V)

RESOLUTION NO. 24-XX

A Resolution of the Costa Mesa City Council approving the submittal of Costa Mesa Community-Based On-Demand Transit Services application to the Orange County Transportation Authority for funding under the Project V Community-Based Transit/Circulators Program

The City Council of the City of Costa Mesa hereby resolves, determines and orders as follows that:

- (a) Whereas, the Orange County Transportation Authority Community-Based Transit/Circulators program (Project V under Measure M2) establishes a competitive funding program to enable local jurisdictions to develop, test and provide community-based local transit services that complement regional transit services and meets needs in areas not adequately serviced by regional transit; and,
- (b) Whereas, the Orange County Transportation Authority intends to allocate Project V funds to the incorporated cities and the County of Orange, as applicable; and
- (c) Whereas, the Orange County Transportation Authority has established the procedures and criteria for selecting projects for funding through a competitive process as identified in the Comprehensive Transportation Funding Program (CTFP) Project V Guidelines; and
- (d) Whereas, the City of Costa Mesa desires to provide local community-based transit services;
- (e) Whereas, the City of Costa Mesa authorizes the nomination of Costa Mesa Community-Based On-Demand Transit Services, including all understanding and assurances contained therein; and,
- (f) Whereas, the City of Costa Mesa has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive Measure M2 funds, including Project V funds; and,
- (g) Whereas, the City of Costa Mesa must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Measure M2 Ordinance eligibility requirement; and
- (h) Whereas, the City of Costa Mesa authorizes a formal amendment to the sevenyear Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors; and
- (i) Whereas, the City of Costa Mesa's Circulation Element is consistent with the County

- of Orange Master Plan of Arterial Highways; and
- (j) Whereas, the City of Costa Mesa will comply where applicable with provisions of the Americans with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and
- (k) Whereas, the City of Costa Mesa will consult with Orange County Transportation Authority regarding the need for ADA/paratransit services and/or plan prior to starting operations; and
- (I) Whereas, the City of Costa Mesa will provide a minimum fifty (50) % in matching funds, excluding non-Project V subsidies or net fares collected, as required by the Project V CTFP Guidelines and shall fund its share of the project costs and any additional costs over the identified programmed amount; and
- (m) Whereas, the City of Costa Mesa will not use Measure M funds to supplant Developer Fees or other commitments; and
- (n) Whereas, the City of Costa Mesa will give the Orange County Transportation Authority's representatives access to and the right to examine all data, records, books, papers or documents related to the Project(s); and

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Costa Mesa hereby requests that the Orange County Transportation Authority allocate Project V funds in the amounts specified in the City's application to said City from the Project V Community-Based Transit/Circulators program through the Comprehensive Transportation Funding Program (CTFP). Said funds shall be matched by funds from the City of Costa Mesa as required and shall be used as supplemental funding to aid the City of Costa Mesa in the implementation of the proposed transit service.

John Stephens, Mayor
APPROVED AS TO FORM:
/ Hall Barlow, City Attorney





CITY OF COSTA MESA Agenda Report

File #: 24-001 Meeting Date: 1/16/2024

TITLE:

REVIEW OF THE PLANNING COMMISSION'S DECISION TO DENY PLANNING APPLICATION 22 -45 FOR A NEW PUBLIC CHARTER HIGH SCHOOL ("VISTA MERIDIAN GLOBAL ACADEMY") AND A MINOR CONDITIONAL USE PERMIT FOR SMALL CAR PARKING LOCATED AT 1620 SUNFLOWER AVENUE

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES

DEPARTMENT/PLANNING DIVISION

PRESENTED BY: GABRIEL VILLALOBOS, ASSISTANT PLANNER

CONTACT INFORMATION: GABRIEL VILLALOBOS, ASSISTANT PLANNER, (714) 754-5610

RECOMMENDATION:

Staff recommends that the City Council review the Planning Commission's decision to deny Planning Application 22-45.



City of Costa Mesa Agenda Report

Item #: 24-001 Meeting Date: 01/16/2024

TITLE: REVIEW OF THE PLANNING COMMISSION'S DECISION TO DENY PLANNING APPLICATION 22-45 FOR A NEW PUBLIC CHARTER HIGH SCHOOL ("VISTA MERIDIAN GLOBAL ACADEMY") AND A MINOR CONDITIONAL USE PERMIT FOR SMALL CAR PARKING LOCATED AT 1620 SUNFLOWER AVENUE

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING

DIVISION

PRESENTED BY: GABRIEL VILLALOBOS, ASSISTANT PLANNER

CONTACT INFORMATION: GABRIEL VILLALOBOS, ASSISTANT PLANNER, (714) 754-5610

RECOMMENDATION:

Staff recommends the City Council review the Planning Commission's decision to deny Planning Application 22-45.

APPLICANT OR AUTHORIZED AGENT:

The applicant/authorized agent is Joseph Smith on behalf of Vista Meridian Global Academy and the property owner, SFHY Enterprise, LLC.

BACKGROUND:

The subject property (1620 Sunflower Avenue) is located northwest of the intersection of Sunflower Avenue and Hyland Avenue in the northern portion of the City. The project site is currently developed with an existing 37,455-square-foot, two-story building and surface parking. Originally, this property was approximately double in size, and consisted of two buildings and a 262-space parking lot. However, in 1990, the Planning Commission approved a subdivision for the property which allowed for the lot to be divided into two parcels. The subdivision approved a new devising property line which resulted in each building being located on separate parcels (now identified as 1600 and 1620 Sunflower Avenue) with a reciprocal easement for shared access, drive aisles and parking. Both buildings are currently vacant and were previously occupied by a medical device supplier (1620 Sunflower Avenue) and a financial consulting office (1600 Sunflower Avenue). Although the subdivision allows for divided property interest, both properties are currently commonly owned. The two properties are accessed via driveway approaches on Sunflower Avenue and Hyland Avenue. Current uses operating around the proposed school include a mix of commercial and restaurant uses to the south (SOCO and the OC mix), an industrial warehouse to the west (FedEx distribution center), and commercial offices to the north and east.

The Vista Meridian Global Academy submitted a City use permit application to occupy the vacant 37,455-square-foot office building at 1620 Sunflower Avenue and convert the building into a new public charter high school. The application included a Conditional Use Permit (PA-22-45) to allow the establishment of a new school in the MP (Industrial Park) zone. The new public charter high school would serve grades 9 through 12, and would have a maximum student enrollment of 500 students with 36 full-time employees and 15 part-time employees. The proposed school hours are from 8:30 AM to 4:00 PM, Monday through Thursday, and from 8:30 AM to 2:00 PM on Fridays. A Minor Conditional Use Permit for the allowance of small car (compact) parking was also requested.

ANALYSIS:

Proposed School Operations

The Vista Meridian Global Academy ("Vista Meridian") is a tuition-free, public charter school, which is authorized by the Orange County Department of Education and is independently operated by Vista Charter Public Schools. This proposal is the School's first dedicated and separate high school for grades 9 through 12. Vista Charter Public Schools currently operates five other charter schools in California, ranging in grades from "transitional kindergarten" (TK) to 10th grade. The following is a list of the other schools operated by the applicant:

- Vista Condor Global Academy Santa Ana (grades TK 5th, with 336 current students and 500 student capacity);
- Vista Heritage Global Academy Santa Ana (grades 6 8th, with 316 current students and 450 student capacity)
- Palm Lane Global Academy Anaheim (grades TK 6th with 273 current students and 502 student capacity)
- Vista Charter Middle School Los Angeles (grades 6th 8th, with 374 current students and 420 student capacity); and
- **Vista Horizon Global Academy** Los Angeles (grades TK 5th, with 147 current students and 450 student capacity).

As a charter school, Vista Meridian will serve all students free of charge, regardless of academic level and special education status, and will follow both State and Federal charter school education guidelines. All school activities would be conducted indoors, including recreation (physical education) and lunch areas. As proposed, the students would be dropped-off and picked-up, with no student driving/parking allowed. Additionally, Vista Meridian proposes to provide free transportation services to/from the school that includes three 65-passenger buses, and nine 10-person vans. Vista's buses and vans would pick-up and drop-off students from public locations based on where students live, with the routes and pickup/drop-off times decided and communicated at the beginning of each school year. Vista Meridian also proposes a "bike-to-school" program as an alternate mode of transportation, as the Santa Ana River trail is located within one-half mile of the project site. However, the School has not yet fully developed "bike-to-school" program details.

A detailed description of the proposed school operations, proposed site improvements, parking and site circulation are provided in the November 27, 2023 Planning Commission staff report and attachments, linked below:

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https://costamesa.legistar.com/LegislationDetail.aspx?ID=6430259&GUID=384FAF3E-0B34-4DA5-9FA4-B8A7A55C8872

The Planning Commission meeting video is linked below and meeting minutes are provided as an attachment to this report: link

https://costamesa.granicus.com/player/clip/4065?meta_id=308283

Public Comment

Four public comment letters were submitted to the Planning Commission regarding the Vista Meridian project including two letters in support and two letters opposing the project. During the Planning Commission public hearing, five members of the public spoke in favor of the project and two spoke in opposition of the project. Comment letters are provided as an attachment to this report and include:

- 1. David Haithcock, President & CEO, Costa Mesa Chamber of Commerce submitted written comments in support;
- 2. Wallid Kazi, President, ECM Consultants submitted written comments opposing the project;
- 3. Sue Ann Salmon Evans, Attorney, Dannis Woliver Kelley submitted written comments on behalf of Newport Mesa Unified School District in opposition to the project; and
- 4. Brent Stoll, Rose Equities submitted written comments in support of the project.

Planning Commission Review

The application was heard by the Planning Commission on November 27, 2023. After receiving staff's presentation and recommendation for approval, the Planning Commission asked questions of staff and then opened the public hearing. The applicant provided a presentation and the Planning Commission subsequently asked questions of the applicant and members of the applicant's team. The Planning Commission then heard and considered public comments before closing the public hearing. Ultimately, the majority of the Planning Commission determined that the required Conditional Use Permit findings could not be made, and denied the project by a vote of 6-1.

Conditional Use Permit Findings

Pursuant to the Costa Mesa Municipal Code (CMMC), in order to approve a CUP and MCUP applications, the final review authority shall find that the evidence presented in the administrative record substantially supports the following findings:

- "The proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area;
- Granting the conditional use permit will not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood; and
- Granting the conditional use permit will not allow a use, density or intensity which is not in accordance with the general plan designation and any applicable specific plan for the property".

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The subject property has a General Plan Land Use designation of Industrial Park. Pursuant to the City's Land Use Element and subject to the approval of a Conditional Use Permit (CUP) by the Planning Commission, Institutional uses are allowed in the Industrial Park District "provided that land use compatibility and traffic issues have been addressed". The Planning Commission could not make the required Conditional Use Permit findings because of potential land use compatibility and vehicle/pedestrian circulation-related conflicts related to the proposed new school. Specifically, the Planning Commission determined that the proposed school would be:

- Incompatible with adjacent uses in that the proposal includes educating minors within the City's Measure X "green zone", where cannabis manufacturing, distribution, research and development, testing, and home delivery businesses are allowed to operate;
- Detrimental to the local circulation conditions in that the proposed project could result in traffic queueing during peak hour pick-up and drop-off times for students. A specific concern was cited related to traffic queueing into the public right-of-way along the southbound lane of Hyland Avenue impacting the adjacent property located north of the project site;
- Detrimental to public health and safety in that the site's proposed circulation and parking layout
 was not adequately designed to accommodate the proposed school's circulation demand, and
 could result in conflicts between pedestrian, bicyclist and vehicle traffic circulating through the
 project site at peak demand periods (pick-up and drop-off); and
- Detrimental to public health, safety, and general welfare as students are limited to classrooms during the school day with no outside areas for student activities.

Measure X "Green Zone"

The project site is located within the Measure X "green zone" which allows for cannabis manufacturing, distribution, research and development, testing, and home delivery (non-storefront retail) with City approval of a Conditional Use Permit and issuance of a Cannabis Business Permit and business license.

There are approximately 25 cannabis non-storefront businesses operating in the green zone, with the closest cannabis business operating approximately 500 feet from the subject site. Refer to the below Exhibit A for a map showing the "green zone" (identified in blue), the proposed school site and the location of the nearest operating cannabis businesses ("Natures Market").

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Note that there are no State or local requirements that prohibit a school from locating in close proximity to non-storefront cannabis uses; however, once a school is established, new cannabis non-storefront uses are required to locate 600 feet away from the school per State law (Business and Professional Code Section 26054). Currently, there is one cannabis non-storefront use located within 600 feet of the proposed school, and another four cannabis non-storefront uses located within 1,000 feet from the proposed school. The majority of the other operating cannabis non-storefront uses in the "green zone", are located westerly of the site on Cadillac Avenue. Storefront retail is prohibited in the "green zone".

Circulation, Parking and Bike Access

In making its decision, the Planning Commission determined that the proposed project would result in certain circulation issues both on- and off-site. The Commission found that the existing parking lot developed for the previous use was not adequate to facilitate safe student pedestrian circulation. The Commission was generally concerned with student safety in the parking lot amongst queuing buses, vans and other vehicles during peak student drop-off and pick-up times. The Commission also stated

concerns in regard to potential off-site queuing impacts on the adjacent streets. During the public hearing, a Commissioner also voiced concerns in regard to bicycle circulation from the nearby Santa Ana River Trail to the site.

Outside Activity Areas

As proposed, the School does not provide any on-site outdoor programs. The School proposes only indoor classes, including spaces for indoor physical education classes and amenities. During Planning Commissioner deliberations, a Commissioner voiced concerns in regard to the School's operations and specifically not providing an outdoor component to the proposed student daily activities. Although the City's Municipal Code does not prescribe minimum requirements for outdoor areas, the City Council has adopted standards for exterior space at private schools based on specific grade levels (Policy No. P-20-01). However, the proposed school is a public charter school and not a private school, and therefore these standards may not apply.

Call for Review

On November 28, 2023, Mayor Stephens submitted an application to call up for review the Planning Commission decision, which is provided as Attachment 2 to this report.

City Council "De Novo" Hearing

Pursuant to CMMC Chapter 9, Appeal and Review Procedures, the City Council shall conduct a new or "de novo" review of the matter. The City Council may exercise its independent judgment and discretion in making a decision, and the call for a review hearing is not limited to the grounds stated for the review or the evidence that was previously presented to the Planning Commission. The City Council's decision on the matter is the final decision.

Staff has provided as attachments, a draft Resolution for denial based on the Planning Commission's November 27, 2023 decision. A draft Resolution for approval including potential conditions of approval is also attached; however, the required findings for approval have not been included. If the Council chooses to approve the application, the Council should articulate its basis for approving the project consistent with the required Conditional Use Permit findings.

ENVIRONMENTAL DETERMINATION:

The project is categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15301 for the permitting and/or minor alteration of Existing Facilities, involving negligible or no expansion of the existing use. This project site contains an existing commercial building that has been used for commercial activities, and the application does not propose an increase in floor area. Furthermore, none of the exceptions that bar the application from a categorical exemption pursuant to CEQA Guidelines Section 15300.2 applies. Specifically, the project would not result in a significant cumulative impact; would not have a significant effect on the environment due to unusual circumstances; would not result in damage to scenic resources; is not located on a hazardous site or location, and would not impact any historic resources. However, if the City Council desires to uphold the Planning Commission's decision to deny the application, CEQA does not apply to projects which a public agency rejects or disapproves per CEQA Guidelines Section 15270(a).

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ALTERNATIVES:

The City Council has the following alternatives:

1. Uphold the Planning Commission's decision and adopt a Resolution to deny the application;

- Overturn the Planning Commission's decision and approve the application subject to conditions of approval, and direct staff to prepare a Resolution for approval reflecting the City Council's findings; or
- 3. Remand the request back to the Planning Commission.

FISCAL REVIEW:

There are no fiscal impacts with this agenda item.

LEGAL REVIEW:

The City Attorney has reviewed and approved this report as to form.

PUBLIC NOTICE:

Pursuant to Title 13, Section 13-29(d), of the Costa Mesa Municipal Code, three types of public notification have been completed no less than 10 days prior to the date of the public hearing:

- Mailed notice. A public notice was mailed to all property owners and occupants within a 500-foot radius of the project site. The required notice radius is measured from the external boundaries of the property.
- 2. **On-site posting**. A public notice was posted on each street frontage of the project site.
- 3. **Newspaper publication**. A public notice was published once in the Daily Pilot newspaper.

Public comments received prior to the January 16, 2024, City Council meeting, may be viewed at this link: <u>CITY OF COSTA MESA - Calendar (legistar.com).</u>

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

The subject review is intended to provide the City Council with an opportunity to review the Planning Commission's decision to deny the Vista Meridian Global Academy's land use permit application. The City Council's review of the application is "de novo" and the Council is the final decision-making body for the requested Conditional Use Permit.

RESOLUTION NO. 2024-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, OVERTURNING THE PLANNING COMMISSION DENIAL AND APPROVING PLANNING APPLICATION 22-45 FOR A NEW PUBLIC CHARTER HIGH SCHOOL ("VISTA MERIDIAN GLOBAL ACADEMY") AND A MINOR CONDITIONAL USE PERMIT FOR SMALL CAR PARKING LOCATED AT 1620 SUNFLOWER AVENUE

THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY FINDS AND DECLARES AS FOLLOWS:

WHEREAS, Planning Application 22-45 was filed by Joseph Smith, authorized agent for the property owner, SFHY Enterprise, LLC requesting approval of the following:

Planning Application 22-45 is for a Conditional Use Permit (CUP) to allow a new public charter high school ("Vista Meridian Global Academy") in an existing industrial office building and a Minor Conditional Use Permit (MCUP) for the allowance of small car parking. The proposed school would include grades 9 through 12 for up to 500 students, 36 full-time employees, and 15 part-time employees. School classes are proposed from 8:30 AM to 4:00 PM, Monday through Thursday and from 8:30 AM to 2:00 PM on Fridays. Student parking is proposed to be restricted with only student drop-off/pick-up allowed during limited hours. Proposed improvements would consist of interior remodeling of the existing two-story building, new building signage and paint, accessibility upgrades, and parking lot improvements.

WHEREAS, a duly noticed public hearing held by the Planning Commission on November 27, 2023, with all persons having the opportunity to speak for and against the proposal, and the project was denied by the Planning Commission on a 6-1 vote;

WHEREAS, on November 28, 2023 Mayor Stephens filed a request for the City Council review of the Planning Commission's decision;

WHEREAS, a duly noticed public hearing was held by the City Council on January 16, 2024 with all persons having the opportunity to speak for and against the item;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the project is exempt from the provisions of the California Environmental Quality Act (CEQA) per Section 15301 (Class 1), for Existing Facilities.

WHEREAS, the CEQA categorical exemption for this project reflects the independent judgement of the City of Costa Mesa.

WHEREAS, the City Council has considered all public comments which have been received either in writing or at the public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES as follows:

BE IT RESOLVED that based on the evidence in the record and the findings contained in Exhibit A, and subject to the conditions of approval contained within Exhibit B, the City Council hereby approves Planning Application 22-45 with respect to the property described above.

BE IT FURTHER RESOLVED that the Costa Mesa City Council does hereby find and determine that adoption of this Resolution is expressly predicated upon the activity as described in the staff report for Planning Application 22-45 and upon applicant's compliance with each and all of the conditions in Exhibit B, and compliance with all applicable federal, State, and local laws. Any approval granted by this resolution shall be subject to review, modification or revocation if there is a material change that occurs in the operation, or if the applicant fails to comply with any of the conditions of approval.

BE IT FURTHER RESOLVED that if any section, division, sentence, clause, phrase or portion of this resolution, or the document in the record in support of this resolution, are for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

PASSED AND ADOPTED this 16th day of January, 2024.

		John Stephens, Mayor
ATTEST:		APPROVED AS TO FORM:
Brenda Gre	en, City Clerk	Kimberly Hall Barlow, City Attorney
COUNTY C	CALIFORNIA) OF ORANGE) ss OSTA MESA)	
CERTIFY to was duly pa	hat the above and foregons assed and adopted by the	Clerk of the City of Costa Mesa, DO HEREBY oing is the original of Resolution No. 2024-xx and City Council of the City of Costa Mesa at a regular lary, 2024, by the following roll call vote, to wit:
AYES:	COUNCIL MEMBERS:	
NOES:	COUNCIL MEMBERS:	
ABSENT:	COUNCIL MEMBERS:	
	/ITNESS WHEREOF, I ha a Mesa this 17th day of J	ave hereby set my hand and affixed the seal of the anuary, 2024.
Brenda Gre	en, City Clerk	

EXHIBIT A

FINDINGS

A. Pursuant to Title 13, Section 13-29(g)(2), Conditional Use Permit and Minor Conditional Use Permit Findings, of the Costa Mesa Municipal Code, the proposed project substantially meets specified findings for the proposed use and proposed 14 small car parking spaces:

Finding: The proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area.

Facts in Support of Findings:

Finding: Granting the conditional use permit or minor conditional use permit will not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood.

Facts in Support of Finding:

Finding: Granting the conditional use permit or minor conditional use permit will not allow a use, density or intensity which is not in accordance with the general plan designation and any applicable specific plan for the property.

Facts in Support of Finding:

- B. The project is categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15301 for the permitting and/or minor alteration of Existing Facilities, involving negligible or no expansion of the existing use. This proposal includes a conditionally permitted use in an existing industrial office building with no increase in floor area or building height. The project is consistent with the applicable General Plan land use designation and General Plan policies as well as with the applicable zoning designation and regulations. Furthermore, none of the exceptions that bar the application of a categorical exemption pursuant to CEQA Guidelines Section 15300.2 applies. The Project would not result in a cumulative impact; would not have a significant effect on the environment due to unusual circumstances; would not result in damage to scenic resources; is not located on a hazardous site or location, and would not impact any historic resources. Lastly, the project is exempt from the requirement of a VMT analysis.
- C. The project is not subject to a traffic impact fee, pursuant to Chapter XII, Article 3 Transportation System Management, of Title 13 of the Costa Mesa Municipal Code.

EXHIBIT B

CONDITIONS OF APPROVAL

- Plng. 1. The use shall be limited to the type of operation described in the staff report and applicant's letters dated September 12, 2023, subject to conditions. Any change in the operational characteristics including, but not limited to, hours of operation, maximum enrollment number, reducing onsite parking, or outdoor activities, shall be subject to Planning Division review and may require an amendment to the minor/conditional use permit, subject to either Zoning Administrator or Planning Commission approval, depending on the nature of the proposed change. The applicant is reminded that Code allows the Planning Commission to modify or revoke any planning application based on findings related to public nuisance and/or noncompliance with conditions of approval [Title 13, Section 13-29(o)].
 - Approval of the planning/zoning application is valid for two years from the 2. effective date of this approval and will expire at the end of that period unless applicant establishes the use by one of the following actions: 1) a building permit has been issued and construction has commenced, and has continued to maintain a valid building permit by making satisfactory progress as determined by the Building Official, 2) a certificate of occupancy has been issued, or 3) the use is established and a business license has been issued. A time extension can be requested no less than 30 days or more than sixty (60) days before the expiration date of the permit and submitted with the appropriate fee for review to the Planning Division. The Director of Development Services may extend the time for an approved permit or approval to be exercised up to 180-days subject to specific findings listed in Title 13, Section 13-29 (k) (6). Only one request for an extension of 180 days may be approved by the Director. Any subsequent extension requests shall be considered by the original approval authority.
 - 3. Any change in the operational characteristics of the use shall be subject to Planning Division review and may require an amendment to the conditional use permit, subject to either Zoning Administrator or Planning Commission approval, depending on the nature of the proposed change.
 - 4. The applicant, the property owner and the operator (collectively referred to as "indemnitors") shall each jointly and severally defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers and employees from any claim, legal action, or proceeding (collectively referred to as "proceeding") brought against the City, its elected and appointed officials, agents, officers or employees arising out of City's approval of the project, including but not limited to any proceeding under the California Environmental Quality Act. The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities and expenses incurred in connection with such

- proceeding whether incurred by the applicant, the City and/or the parties initiating or bringing such proceeding. This indemnity provision shall include the indemnitors' joint and several obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth in this section.
- 5. If any section, division, sentence, clause, phrase or portion of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.
- 6. Address assignment shall be requested from the Planning Division prior to submittal of working drawings for plan check. The approved address of individual units, suites, buildings, etc., shall be blueprinted on the site plan and on all floor plans in the working drawings.
- 7. A copy of the conditions of approval for the conditional use permit must be kept on premises and presented to any authorized City official upon request. New business/property owners shall be notified of conditions of approval upon transfer of business or ownership of land.
- 8. The school shall not accommodate more than 500 students and 51 staff members at any time. The applicant shall also meet all State and local (Building and Fire) occupancy limitations or requirements.
- 9. The regular hours for which children are present shall be from 7:00 AM to 6:00 PM, Monday through Friday. Special events may occur beyond these hours.
- 10. The school shall maintain a minimum of 152 parking spaces.
- 11. During operation, the Applicant shall maintain and enforce the pick-up and drop-off schedule set forth in the Applicant's Operation Plan to prevent adverse traffic conditions.
- 12. During operation, the Applicant shall evaluate site access during peak times to identify any operational issues with vehicle parking and queueing. If operational problems arise, the Applicant shall recruit a qualified professional to prepare a traffic circulation study identifying causes and solutions. Recommended actions from the traffic circulation study shall be implemented to the satisfaction of the Public Works Department.
- 13. Prior to issuance of a building permit, project plans shall demonstrate location of designated staff parking stalls along vehicle queuing path.
- 14. The project is subject to compliance with all applicable Federal, State, and local laws. A copy of the applicable Costa Mesa Municipal Code requirements has been forwarded to the applicant and, where applicable, the Authorized Agent, for reference.
- 15. The conditions of approval, code requirements, and special district requirements for PA-22-45 shall be blueprinted on the face of the site plan as part of the plan check submittal package.
- 16. The applicant shall contact the Planning Division to arrange Planning inspection of the site prior to the Building Division's final inspections. This inspection is to confirm that the conditions of approval and Code

- requirements have been satisfied.
- 17. No modification(s) of the approved building elevations including, but not limited to, change of architectural type, changes that increase the building height, removal of building articulation, or a change of the finish material(s), shall be made during construction without prior Planning Division written approval. Failure to obtain prior Planning Division approval of the modification could result in the requirement of the applicant to (re)process the modification through a discretionary review process or a variance, or in the requirement to modify the construction to reflect the approved plans.
- 18. It is recommended that the project incorporate green building design and construction techniques where feasible. The applicant may contact the Building Safety Division at (714) 754-5273 for additional information.
- 19. The subject property's ultimate finished grade level may not be filled/raised unless necessary to provide proper drainage, and in no case shall it be raised in excess of 30 inches above the finished grade of any abutting property. If additional fill dirt is needed to provide acceptable on-site stormwater flow to a public street, an alternative means of accommodating that drainage shall be approved by the City's Building Official prior to issuance of any grading or building permits. Such alternatives may include subsurface tie-in to public stormwater facilities, subsurface drainage collection systems and/or sumps with mechanical pump discharge in-lieu of gravity flow. If mechanical pump method is determined appropriate, said mechanical pump(s) shall continuously be maintained in working order. In any case, development of subject property shall preserve or improve the existing pattern of drainage on abutting properties.
- 20. Demolition permits for existing structure(s) shall be obtained and all work and inspections completed prior to final building inspections. Applicant is notified that written notice to the Air Quality Management District may be required ten (10) days prior to demolition.
- 21. Transformers, backflow preventers, and any other approved aboveground utility improvement shall be located outside of the required street setback area and shall be screened from view, under direction of Planning staff. Any deviation from this requirement shall be subject to review and approval of the Development Services Director.
- 22. Two (2) sets of detailed landscape and irrigation plans, which meet the requirements set forth in Costa Mesa Municipal Code Sections 13-101 through 13-108, shall be required as part of the project plan check review and approval process. Plans shall be forwarded to the Planning Division for final approval prior to issuance of building permits.
- 23. A landscaping plan shall be submitted for Planning Division Review and shall comply with the City's landscaping requirements and any applicable guidelines (i.e. Water Efficient Landscape Guidelines)".
- 24. Existing mature trees shall be retained wherever possible. Should it be necessary to remove existing trees, the applicant shall submit a written

- request and justification to the Planning Division. A report from a California licensed arborist may be required as part of the justification. Replacement trees shall be of a size consistent with trees to be removed and may be required on a 1:1 basis. This requirement shall be completed under the direction of the Planning Division
- 25. All landscaped areas shall be separated from paved vehicular areas by 6" high continuous Portland Cement Concrete curbing.
- 26. Prior to issuance of grading permits, developer shall submit for review and approval a Construction Management Plan. This plan features methods to minimize disruption to the neighboring uses to the fullest extent that is reasonable and practicable. The plan shall include construction parking and vehicle access and specifying staging areas and delivery and hauling truck routes. The plan shall preclude truck routes through residential areas and major truck traffic during peak hours. The total truck trips to the site shall not exceed 200 trucks per day (i.e., 100 truck trips to the site plus 100 truck trips from the site) unless approved by the Development Services Director or Transportation Services Manager. Any construction access from the neighboring properties will require property owner permission.
- 27. Prior to issuance of grading permits, developer shall identify to the Development Services Director a construction relations officer to act as a community liaison concerning on-site activity, including resolution of issues related to dust generation from grading/paving activities.
- 28. No exterior roof access ladders, roof drain scuppers, or roof drain downspouts are permitted. This condition relates to visually prominent features of scuppers or downspouts that not only detract from the architecture but may be spilling water from overhead without an integrated gutter system which would typically channel the rainwater from the scupper/downspout to the ground. An integrated downspout/gutter system which is painted to match the building would comply with the condition. This condition shall be completed under the direction of the Planning Division.
- 29. Trash facilities shall be screened from view, and designed and located appropriately to minimize potential noise and odor impacts to residential areas either within the garages or within the side year areas (behind fences).
- 30. Coordinate with the Public Services department for the selection and siting of new street trees and comply with adopted streetscape standards.

CODE REQUIREMENTS

The following list of federal, state, and local laws applicable to the project has been compiled by staff for the applicant's reference. Any reference to "City" pertains to the City of Costa Mesa.

Plng.

- 1. Development shall comply with all requirements of Article 1, Chapter 5, Title 13, of the Costa Mesa Municipal Code relating to development standards for residential projects.
- 2. All noise-generating construction activities shall be limited to 7 a.m. to 7 p.m. Monday through Friday and 9 a.m. to 6 p.m. Saturday. Noise-generating construction activities shall be <u>prohibited</u> on Sunday and the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 3. All on-site utility services shall be installed underground.
- 4. Installation of all utility meters shall be performed in a manner so as to obscure the installation from view from any place on or off the property. The installation vault, wall cabinet, or wall box under the direction of the Planning Division.
- 7. Landscaping and irrigation shall be installed in accordance with the approved plans prior to final inspection or occupancy clearance.
- 8. All unpaved areas visible from public right-of-ways shall be landscaped and the landscaping shall be maintained in a healthy condition, free of dying, dead, diseased, decayed, discarded, and/or overgrown vegetation.
- 9. Trash facilities shall be screened from view, and designed and located appropriately to minimize potential noise and odor impacts to neighbors.
- Any mechanical equipment such as air-conditioning equipment and duct work shall be screened from view in a manner approved by the Planning Division.
- 11. Transformers, backflow preventers, and any other approved aboveground utility improvements shall be located outside of the required street setback area and shall be screened from view, under direction of Planning staff. Any deviation from this requirement shall be subject to review and approval of the Development Services Director.

Bldg. 12. Prior to building permit issuance, the conditions of approval shall be on the approved Architectural plans.

- 13. Comply with the requirements of the following adopted codes Code, 2022 California Building Code, 2022 California Electrical code, 2022 California Mechanical code, 2022 California Plumbing code, 2022 California Green Building Standards Code and 2022 California Energy Code (or the applicable adopted, California Building code California Electrical code, California Mechanical code California Plumbing Code, California Green Building Standards and California Energy Code at the time of plan submittal or permit issuance) and California Code of Regulations also known as the California Building Standards Code, as amended by the City of Costa Mesa. Requirements for accessibility to sites, facilities, buildings and elements by individuals with disability shall comply with chapter 11B of the 2022 California Building Code.
- 14. A change of occupancy shall require compliance with 2022 California Building codes and Disabled access requirements of Chapter 11B of the 2022 California Building Code.
- 15. Prior to building permit issuance, the Applicant shall submit a plan to the County of Orange Health Dept. for review and approval.
- 16. A change of occupancy shall require compliance with 2022 California Building codes and Disabled access requirements of chapter 11B of the 2022 California Building Code.
- Fire 17. Comply with the requirements of the 2022 California Fire Code and referenced standards as amended by the City of Costa Mesa.
- Bus. 18. All contractors and subcontractors must have valid business licenses to do business in the City of Costa Mesa. Final inspections, final occupancy and utility releases will not be granted until all such licenses have been obtained.

SPECIAL DISTRICT REQUIREMENTS

The requirements of the following special districts are hereby forwarded to the applicant:

- AQMD 1. Applicant shall contact the Air Quality Management District (800) 288-7664 for potential additional conditions of development or for additional permits required by AQMD.
 - 2. Prior to the Building Division (AQMD) issuing a demolition permit, contact South Coast Air Quality Management District located at: 21865 Copley Dr.

Diamond Bar, CA 91765-4178

Tel: 909-396-2000

OR

Visit their web site:

http://www.costamesaca.gov/modules/showdocument.aspx?documentid=23381

The Building Division will not issue a demolition permit until an identification number is provided by AQMD.

Cable 3. The applicant shall contact the current cable company prior to issuance of building permits to arrange for pre-wiring for future cable communication service.

Sani. 4. It is recommended that the applicant contact the Costa Mesa Sanitary District at (949) 645-8400 for current district requirements.

5. Comply with the requirements of the California Department of Food and Agriculture (CDFA) to determine if red imported fire ants (RIFA) exist on the property prior to any soil movement or excavation. Call CDFA at (714) 708-1910 for information.

RESOLUTION NO. 2024-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, UPHOLDING THE PLANNING COMMISSION DECISION TO DENY PLANNING APPLICATION 22-45 FOR A NEW PUBLIC CHARTER HIGH SCHOOL ("VISTA MERIDIAN GLOBAL ACADEMY") AND A MINOR CONDITIONAL USE PERMIT FOR SMALL CAR PARKING LOCATED AT 1620 SUNFLOWER AVENUE

THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY FINDS AND DECLARES AS FOLLOWS:

WHEREAS, Planning Application 22-45 was filed by Joseph Smith, authorized agent for the property owner, SFHY Enterprise, LLC requesting approval of the following:

Planning Application 22-45 is for a Conditional Use Permit (CUP) to allow a new public charter high school ("Vista Meridian Global Academy") in an existing industrial office building and a Minor Conditional Use Permit (MCUP) for the allowance of small car parking. The proposed school would include grades 9 through 12 for up to 500 students, 36 full-time employees, and 15 part-time employees. School classes are proposed from 8:30 AM to 4:00 PM, Monday through Thursday and from 8:30 AM to 2:00 PM on Fridays. Student parking is proposed to be restricted with only student drop-off/pick-up allowed during limited hours. Proposed improvements would consist of interior remodeling of the existing two-story building, new building signage and paint, accessibility upgrades, and parking lot improvements.

WHEREAS, a duly noticed public hearing held by the Planning Commission on November 27, 2023, with all persons having the opportunity to speak for and against the proposal, and the project was denied by the Planning Commission on a 6-1 vote;

WHEREAS, on November 28, 2023 Mayor Stephens filed a request for the City Council review of the Planning Commission's decision;

WHEREAS, a duly noticed public hearing was held by the City Council on January 16, 2024 with all persons having the opportunity to speak for and against the item;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the project is exempt from the provisions of the California Environmental Quality Act (CEQA) per Section 15301 (Class 1), for Existing Facilities, and Section 15270(a) for projects that a public agency rejects or disapproves.

WHEREAS, the CEQA categorical exemption for this project reflects the independent judgement of the City of Costa Mesa.

WHEREAS, the City Council has considered all public comments which have been received either in writing or at the public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES as follows:

BE IT RESOLVED that based on the evidence in the record and the findings contained in Exhibit A, the City Council hereby denies Planning Application 22-45 with respect to the property described above.

BE IT FURTHER RESOLVED that if any section, division, sentence, clause, phrase or portion of this resolution, or the document in the record in support of this resolution, are for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

PASSED AND ADOPTED this 16th day of January, 2024.

	John Stephens, Mayor
ATTEST:	APPROVED AS TO FORM:
Brenda Green, City Clerk	Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2024-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 16th day of January, 2024, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 17th day of January, 2024.

Brenda Green, City Clerk

EXHIBIT A

FINDINGS

A. Pursuant to CMMC Section 13-29(g), when granting an application for a conditional use permit and/or a minor conditional use permit, the reviewing authority shall find that the evidence presented in the administrative record substantially meets certain required findings. The Applicant failed to meet its' burden to demonstrate that the proposed project would comply with all of the requirements of Section 13-29(g)(2), and therefore the City Council was unable to make the required findings to approve the proposed use for each and every reason set forth herein below:

Finding: The proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area.

Facts in Support of Findings for Denial: The proposed public charter school was found to be incompatible with the adjacent land uses in that the proposal includes educating minors within the City's Measure X "green zone", where cannabis manufacturing, distribution, research and development, testing, and home delivery businesses are allowed to operate. There are approximately 25 cannabis non-storefront businesses operating in the green zone, with the closest non-storefront cannabis business operating approximately 500 feet from the subject site. The proposed project also presents traffic circulation and queueing concerns, as adjacent property owners voiced their concerns regarding existing and potential traffic impacts resulting during peak hour pick-up and drop-off times for students. A specific concern is the potential of traffic queueing that would occur along the southbound lane of Hyland Avenue impacting the adjacent property located north of the project site.

Finding: Granting the conditional use permit or minor conditional use permit will not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood.

Facts in Support of Finding for Denial: The proposed charter school would be materially detrimental to the health, safety and general welfare of the public and otherwise injurious to property or improvements within the immediate neighborhood as the proposed traffic queuing plan provided by the applicants is insufficient for a proposed school with 500 students. In addition, the internal circulation proposed for the site is not adequately designed to accommodate the circulation needs of three school buses, ten school vans, private vehicles for 36 employees and the daily pick up and drop off activity for 500 students. The school would cause a risk to student's health and safety as a result of the increase in pedestrian, bicyclist and vehicle traffic circulating through the project site at high-demand periods (pick-up and drop-off). Lastly, the proposed school's education programs are limited to indoor spaces and do not provide any outdoor on-site

student activity areas which is incompatible with the proposed school use and detrimental to student health and welfare.

Finding: Granting the conditional use permit or minor conditional use permit will not allow a use, density or intensity which is not in accordance with the general plan designation and any applicable specific plan for the property.

Facts in Support of Finding for Denial: The proposed school would result in a use, density and intensity that is not in conformance with the General Plan in that the subject property is located in the City's Industrial Park General Plan Land Use area which requires Institutional uses (schools) to be compatible with adjacent land uses and to not result in traffic issues. The City Council could not make the required Conditional Use Permit findings because of potential land use incompatibility of educating minors within the City's Measure X "green zone" where cannabis manufacturing, distribution, research and development, testing, and home delivery businesses are allowed to operate, and the onsite and offsite traffic conflicts that would result from the intensity of the proposed new 500-student school.



City of Costa Mesa

RESERVE FOR FILING STAMP

ATTACHMENT 3

\$1,220.00 (Tier 1) ¹ \$3,825.00 (Tier 2) ²					
Appeal of Non-Planning Commission Decision: \$690.00 (Tier 1) ¹ \$3,825.00 (Tier 2) ²	File with: City Clerk City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626				
Applicant Name* Address Phone APPLICATION FOR APPEAL OR RE Vista Maridia Glubel II (620 Sanflower Ave, CM (FVIEW 714-754-5225 FCCdem 7 A 92626				
REQUEST FOR: APPEAL REVIEW**					
Decision of which appeal or review is requested: (give application number, if applicable, and the date of the decision, if known.)					
Planning Application 22-45, Nov.	-b- 27,2°23				
Decision by: Pannin, Commission Reasons for requesting appeal or review:					
Reasons for requesting appeal or review: To allow the applicant of and just do nove horring the value of the value of the land of the state of the value of the	teir bered use				
Date: ///28/23 Signature:					
*If you are serving as the agent for another person, please identify the person you represent and provide proof of authorization.					

For office use only - do not write below this line

**Review may be requested only by Planning Commission, Planning Commission Member, City Council, or City Council Member

SCHEDULED FOR THE CITY COUNCIL/PLANNING COMMISSION MEETING OF:

If appeal or review is for a person or body other than City Council/Planning Commission, date of hearing of appeal or review

Updated September 2023

¹ Includes owners and/or occupants of a property located within 500 feet of project site (excluding owners and/or occupants of the project site).

² Includes the project applicant, owners and/or occupants of the project site, and owners and/or occupants of a property located greater than 500 feet from the site.

RESOLUTION NO. PC-2023-30

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA DENYING PLANNING APPLICATION 22-45 FOR A NEW PUBLIC CHARTER HIGH SCHOOL ("VISTA MERIDIAN GLOBAL ACADEMY") AND A MINOR CONDITIONAL USE PERMIT FOR SMALL CAR PARKING LOCATED AT 1620 SUNFLOWER AVENUE

THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS AND DECLARES AS FOLLOWS:

WHEREAS, Planning Application 22-45 was filed by Joseph Smith, authorized agent for the property owner, SFHY Enterprise, LLC requesting approval of the following: Planning Application 22-45 is for a Conditional Use Permit (CUP) to allow a new public charter high school ("Vista Meridian Global Academy") in an existing industrial office building and a Minor Conditional Use Permit (MCUP) for the allowance of small car parking. The proposed school would include grades 9 through 12 for up to 500 students, 36 full-time employees, and 15 part-time employees. School classes are proposed from 8:30 AM to 4:00 PM, Monday through Thursday and from 8:30 AM to 2:00 PM on Fridays. Student parking is proposed to be restricted with only student drop-off/pick-up allowed during limited hours. Proposed improvements would consist of interior remodeling of the existing two-story building, new building signage and paint, accessibility upgrades, and parking lot improvements.

WHEREAS, a duly noticed public hearing was held by the Planning Commission on November 27, 2023, with all persons having the opportunity to speak for and against the proposal;

WHEREAS, pursuant to the California Environmental Quality Act (CEQA), the project is exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines Sections 15301 (Class 1), for Existing Facilities, as described specifically in the staff report, and 15270 for a project that a public agency disapproves:

WHEREAS, the CEQA categorical exemption for this project reflects the independent judgement of the City of Costa Mesa.

NOW, THEREFORE, based on the evidence in the record, the Planning Commission hereby **DENIES** Planning Application 22-45 with respect to the property described above.

BE IT FURTHER RESOLVED that if any section, division, sentence, clause, phrase or portion of this resolution, or the document in the record in support of this resolution, are for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions.

PASSED AND ADOPTED this 27th day of November, 2023.

Adam Ereth, Chair

Costa Mesa Planning Commission

STATE OF CALIFORNIA) COUNTY OF ORANGE)ss CITY OF COSTA MESA)

I, Scott Drapkin, Secretary to the Planning Commission of the City of Costa Mesa, do hereby certify that the foregoing Resolution No. PC-2023-30 was passed and adopted at a regular meeting of the City of Costa Mesa Planning Commission held on November 27, 2023 by the following votes:

AYES:

Ereth, Andrade, Klepack, Rojas, Vivar, Zich

NOES:

Toler

ABSENT:

None

ABSTAIN:

None

Scott Drapkin, Secretary

Costa Mesa Planning Commission

EXHIBIT A

FINDINGS

A. Pursuant to CMMC Section 13-29(g), when granting an application for a conditional use permit, the Planning Commission shall find that the evidence presented in the administrative record substantially meets certain required findings. The Applicant failed to meet its' burden to demonstrate that the proposed project would comply with all of the requirements of Section 13-29(g)(2), and therefore the Planning Commission was unable to make the required findings to approve the proposed use for each and every reason set forth herein below:

Finding: The proposed development or use is substantially compatible with developments in the same general area and would not be materially detrimental to other properties within the area.

Facts in Support of Findings for Denial: The proposed public charter school was found to be incompatible with the adjacent land uses located in the general area in that the project includes educating minors within the City's Measure X "Green Zone" area where certain cannabis businesses (manufacturing, distribution, research and development, testing laboratories and delivery) are allowed to be located. The new school is proposed approximately 500 feet from the nearest Measure X facility. The proposed project also presents traffic queueing concerns, as adjacent property owners voiced their concerns regarding existing and potential traffic impacts resulting during peak hour pick-up and drop-off times for students. A specific concern cited was the possibility of traffic queueing into the public right-of-way along the southbound lane of Hyland Avenue impacting the adjacent property located north of the project site.

Finding: Granting the conditional use permit or minor conditional use permit will not be materially detrimental to the health, safety and general welfare of the public or otherwise injurious to property or improvements within the immediate neighborhood.

Facts in Support of Finding for Denial: The proposed charter school was found to be materially detrimental to the health, safety and general welfare of the public and otherwise injurious to property or improvements within the immediate neighborhood as the Planning Commission found that the proposed traffic queuing plan provided by the applicant was insufficient for a proposed school with 500 students. In addition, Commissioners stated concerns with the internal circulation of vehicles proposed for the site as it was not adequately designed for the proposed school circulation demand. The Planning Commission also found that health and safety risks would result from the mix of pedestrian, bicyclist and vehicle traffic circulating through the project site at high-demand periods (pick-up and drop-off). Another concerns voiced by the Planning Commission included student health relating to the school's proposed operations of students residing only indoors for the entirety of the school day.

Finding: Granting the conditional use permit or minor conditional use permit will not allow a use, density or intensity which is not in accordance with the general plan designation and any applicable specific plan for the property.

Facts in Support of Finding for Denial: The proposed school would result in a use, density and intensity that is not in conformance with the General Plan. The subject property is located in the City's Industrial Park General Plan Land Use area. Pursuant to the City's General Plan Land Use Element, Institutional uses are allowed in the Industrial Park District "provided that land use compatibility and traffic issues have been addressed". The Planning Commission could not make the required Conditional Use Permit findings because of potential land use incompatibility and traffic conflicts that would result from the proposed new school.

MEETING MINUTES OF THE CITY OF COSTA MESA PLANNING COMMISSION

November 27, 2023

CALL TO ORDER

The Chair called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG

Commissioner Zich led the Pledge of Allegiance.

ROLL CALL

Present: Chair Adam Ereth, Vice Chair Russell Toller, Commissioner Angely

Andrade, Commissioner Karen Klepack, Commissioner Jonny Rojas,

Commissioner Vivar, Commissioner Jon Zich

Absent:

None

Officials Present: Director of Development Services Jennifer le, Assistant Director of Development Services Scott Drapkin, Assistant City Attorney Tarquin Preziosi, Director of Public Works Raja Sethuraman, Assistant Planner Gabriel Villalobos, Contract Planner Michelle Halligan, City Engineer

Seung Yang and Recording Secretary Anna Partida

ANNOUNCEMENTS AND PRESENTATIONS:

None.

PUBLIC COMMENTS - MATTERS NOT LISTED ON THE AGENDA:

None.

COMMISSIONER COMMENTS AND SUGGESTIONS:

Commissioner Zich informed the public on how to sign up for e-notification for up-to-date information from the City.

Chair Ereth shared the new app available to the public, "Costa Mesa 411".

Commissioner Andrade echoed Commissioner Zich's comments and spoke on Native American Heritage Month.

Commissioner Vivar thanked Commissioner Zich for his comments on the information he provided to the public. Commissioner Vivar also thanked the public for their attendance, and thanked staff for their efforts and dedication to the City of Costa Mesa.

Chair Ereth echoed his colleges sentiments, and welcomed students from the local school district in attendance.

CONSENT CALENDAR:

No member of the public nor Commissioner requested to pull a Consent Calendar item.

1. APPROVAL OF MEETING MINUTES: NOVEMBER 13, 2023

MOVED/SECOND: Vivar/Toler

MOTION: Approve recommended action for Consent Calendar Item No. 1.

The motion carried by the following roll call vote:

Ayes: Ereth, Toler, Andrade, Rojas, Klepack, Vivar Zich

Nays: None Absent: None Abstained: None Motion carried: 7-0

ACTION: Planning Commission approved the minutes of the regular meeting of

the November 13, 2023.

PUBLIC HEARINGS

1. PLANNING APPLICATION 22-45 FOR A NEW PUBLIC CHARTER HIGH SCHOOL ("VISTA MERIDIAN GLOBAL ACADEMY") AND A MINOR CONDITIONAL USE PERMIT FOR SMALL CAR PARKING LOCATED AT 1620 SUNFLOWER AVENUE

Project Description: Planning Application 22-45 is for a Conditional Use Permit (CUP) to allow a new public charter high school ("Vista Meridian Global Academy") in an existing industrial office building and a Minor Conditional Use Permit (MCUP) for the allowance of small car parking. The proposed school would include grades 9 through 12 for up to 500 students, 36 full-time employees, and 15 part-time employees. School hours are proposed from 8:30 AM to 4:00 PM, Monday through Thursday and from 8:30 AM to 2:00 PM on Fridays. Student parking is proposed to be restricted with only student drop-off/pick-up allowed during limited hours. Proposed improvements would consist of interior remodeling of the existing two-story building, new building paint, accessibility upgrades, and parking lot improvements. No other building or site modifications are proposed.

Environmental Determination: The project is exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15301 (Class 1), Existing Facilities.

Commissioner Zich had a conversation with Wallid Kazi.

Commissioner Andrade had a conversation with the potential principal.

Commissioner Klepack had a phone conversation with one of the business owners form a neighboring building.

Chair Ereth spoke with staff from the neighboring property regarding transportation and circulation, the executive director of the City of Costa mesa's Chamber of Commerce, a trustee from the Newport Mesa School District and the Assistant Superintended from the Newport Mesa School District.

Gabriel Villalobos, Assistant Planner, presented the staff report.

The Commission asked questions of staff including discussion of: Measure X Zoning, separation requirements form sensitive uses, bike racks, parking and circulation, traffic certification for school staff directing traffic, parking, free transportation services provided for students, school funding, local school district involvement, current enrollment numbers, community benefits, student pick-up and drop-off, absence of outdoor space for students, and bike/pedestrian facilities surrounding the school.

The Chair opened the Public Hearing.

Joseph Smith, applicant, stated he had read and agreed to the conditions of approval.

The Commission asked questions of the applicant including discussion of: Applicants reasons for not opening the proposed school in Santa Ana, school funding, Applicants reasons for choosing Costa Mesa for their school site, the school's educational program, communication with Newport-Mesa Unified School District (NMUSD), the schools educational model, community interest, teachers union, projected number of Costa Mesa residents to enroll in the school, funding allocation, California Interscholastic Federation (CIF) sports, safety of students on the Santa Ana bike trail, similarities with Costa Mesa's Early College High School's educational model, bike racks, staff training for traffic management, the number of students on site, school provided transportation, parking, traffic flow during student pick up and drop offs, afterschool programs, the applicants source of funding for updates and renovations to the facility, nearby cannabis facilities, current enrollment numbers, open enrollment, lottery application and waitlist, and the location of other school sites.

The Chair called for a break at 7:46 p.m.

The Chair called the meeting back into order at 8:01 p.m.

The Chair opened public comments.

Dave Hathcock spoke in favor of the item.

Trent Speire spoke in favor of the item.

Jasmine Aguilera spoke in favor of the item.

Pamula Serafin spoke in favor of the item.

Brianna Williams spoke in favor of the item.

Mary Cappellini spoke in opposition of the item.

Jeffery Trader spoke in opposition of the item.

The Chair closed public comments.

The Commission asked questions of the applicant and staff including discussion of: a letter sent to the commission via email during the meeting, communications with the applicant and the School District commented on their concerns with the California Environmental Quality Act (CEQA) exemptions. The School District letter was provided to the applicant team.

The Chair closed the Public Hearing.

The Chair Reopened the Public hearing for certain clarification.

The Commission asked questions of the Newport-Mesa Unified School district representative including discussion of funds from the school district, and the difference between the proposed schools educational plan compared to the schools already established with in the district.

The Chair closed the Public Hearing.

Commissioner Toler made a motion to approve the project.

Motion failed for lack of second.

Commissioner Zich made a motion to deny the project. Seconded by Chair Ereth for discussion. Official Second from Commissioner Andrade

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The Commission discussed the motion including: compatibility, site location in Measure X zone, parking and onsite circulation, community needs, health and safety of the students, land use, traffic impacts for surrounding uses, and absence of outdoor space for students.

MOVED/SECOND: Zich/Andrade

MOTION: to Deny Planning application PA-22-45 The motion carried by the following roll call vote: Ayes: Ereth, Andrade, Klepack, Rojas, Vivar, Zich

Nays: Toler Absent: None Recused: None Motion carried: 6-1

ACTION: The Planning Commission adopted a resolution to: Deny PA-22-45.

RESOLUTION PC-2023-30 - A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COSTA MESA, CALIFORNIA DENYING PLANNING APPLICATION 22-45 FOR A NEW PUBLIC CHARTER HIGH SCHOOL ("VISTA MERIDIAN GLOBAL ACADEMY") AND A MINOR CONDITIONAL USE PERMIT FOR SMALL CAR PARKING LOCATED AT 1620 SUNFLOWER AVENUE

The Chair explained the appeal process.

2. POTENTIAL ORDINANCE TO AMEND TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE AND REQUISITE MODIFICATIONS REQUIRED IN TITLE 9 (BUSINESS LICENSES) FOR MODIFICATIONS TO THE CITY'S RETAIL CANNABIS PROVISIONS

CMMC CODE AMENDMENT AND ORDINANCE NO. 2023-XX. The Planning Commission recommendation to the City Council regarding a proposed code amendment that would modify Title 13 (Planning, Zoning, and Development) of the CMMC regarding the City's retail cannabis provisions. The Planning Commission will also consider any requisite code modifications required in Title 9 (Business Licenses) that are specifically applicable to the City's retail cannabis program.

Environmental Determination: The ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3) (General Rule).

Commissioner Klepack spoke with a Keith Sheinberg cannabis applicant.

Commissioner Vivar spoke with a cannabis applicant Keith Sheinberg and a code enforcement officer from the City of Santa Ana.

Commissioner Rojas spoke with Keith Sheinberg.

Commissioner Zich spoke with Keith Sheinberg.

Commissioner Andrade spoke with a Keith Sheinberg.

Vice Chair Toler spoke with a Keith Sheinberg.

Chair Ereth spoke with a Keith Sheinberg.

Michelle Halligan, Contract Planner, presented the staff report.

The Chair opened the Public Hearing.

The Commission asked questions of staff including discussion of measurements of separation from a sensitive use to a cannabis storefront definition of a youth center.

The Chair opened public comments.

Patrick Martin, spoke in favor of the ordnance change to allow the word "cannabis" or "dispensary" in signage.

Marianne Orr, shared her support in changing the Ordnance to better fit the community.

Speaker three, echoed Marianne Orr's comments and added he was in support of adding "cannabis" or "dispensary" to store front signage.

Chris Glue, echoed Patrick Martin's comments on allowing the word "cannabis" or "dispensary" in signage and asked for a decrease in badge fees.

Mark Adams, spoke on buffer zones between storefronts.

Speaker six, spoke on his concern for applicants in que before the proposed Ordnance change.

The Chair closed public comments.

The Commission asked further questions of staff including discussion of how this update will affect those already in the que for storefronts and comparisons of surrounding City's requirements, 5 of the Commissioners supported a minimum separation between cannabis storefronts of 500ft and 4 of the Commissioners supported a minimum separation 1000ft, the majority of the Planning Commission agreed on a minimum separation of 100ft from residential housing. The majority of the Planning Commission agreed to process 30 cannabis storefront applications

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already in the que and setting a cap of 15 retail storefronts in the City for future applications.

The Chair continued the item to the next scheduled planning commission meeting.

OLD BUSINESS:

None.

NEW BUSINESS:

None.

DEPARTMENTAL REPORTS

- 1. Public Works Report None.
- 2. Development Services Report None.

CITY ATTORNEY'S OFFICE REPORT

1. City Attorney – None.

ADJOURNMENT AT 10:55 PM

Submitted by:

SCOTT-DŔAPKIN/SECRETARY

COSTA MESA PLANNING COMMISSION

ATTACHMENT 6

PARTIDA, ANNA

PH-

From:

David Haithcock < dhaithcock@costamesachamber.com>

Sent:

Monday, November 27, 2023 10:36 AM

To:

PC Public Comments

Cc:

DRAPKIN, SCOTT; ERETH, ADAM; TOLER, RUSSELL; KLEPACK, KAREN; ZICH, JON; ROJAS,

JOHNNY; VALLARTA, ANGELY; VIVAR, JIMMY

Subject:

Support for Vista Meridian Global Academy

Attachments:

Costa Mesa Chamber Letter of Support for Vista Meridian Global Academy.pdf

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November 27, 2023

City of Costa Mesa Planning Commission 77 Fair Dr Costa Mesa CA 92626

Subject: Support for Vista Meridian Global Academy

Dear Members of the Costa Mesa Planning Commission,

On behalf of the Costa Mesa Chamber of Commerce, I am writing to convey our ardent support for Vista Meridian Global Academy's proposal to establish a new educational facility in the City of Costa Mesa.

Vista Meridian Global Academy has demonstrated a commitment to providing exceptional education through a dedicated team of highly credentialed educators, administrators, and support staff. Their innovative approach to learning and the implementation of a comprehensive curriculum will contribute positively to the educational landscape in our community.

As an organization deeply invested in the prosperity and growth of Costa Mesa, we are honored that Vista Meridian has chosen our city for their educational expansion. We believe that the presence of Vista Meridian will not only enhance the educational opportunities for local families but also contribute to the overall development of our community and the future success of our residents.

We urge the Planning Commission to consider the numerous benefits that Vista Meridian Global Academy will bring to our city and to grant the necessary approvals for the establishment of their new facility.

Sincerely,

David Haithcock
President and CEO

PARTIDA, ANNA

PH-1

From: Sent: Wallid Kazi <wkazi@ecmconsults.com> Monday, November 27, 2023 12:01 PM

To:

PC Public Comments

Cc:

Jon Chernila (jon@cco-cpa.com); Justin Nassie; Anna Schlotzhauer; 'Brent Haskell'; Ed

Salcedo (esalcedo@gcapservices.com)

Subject:

Objection to School Plan

I am writing this email to formally lodge an objection to the application for a public charter high school, Vista Meridian Global Academy, adjacent to our office building located at 3525 Hyland Avenue, Costa Mesa, CA, 92626. The following are 6 point why this school application should be denied:

1. Incompatibility with Zoning Regulations:

The proposed public charter high school, Vista Meridian Global Academy, is intended to be located in an existing industrial office building in an office zone. Granting a Conditional Use Permit (CUP) for this school would deviate from the intended use of the office zone. This change could disrupt the character and purpose of the area, leading to potential conflicts with existing businesses and the surrounding community. Maintaining the integrity of the office zone zoning regulations is essential to preserving the intended land use and avoiding potential land-use conflicts.

2. Impact on the Nearby Vista Meridian Global Academy School:

The planning application seeks to establish a public charter high school in close proximity to the planned site of the Vista Meridian Global Academy School. This proximity could lead to operational challenges and conflicts. Noise, traffic congestion, and other disturbances associated with the new high school could disrupt the learning environment of the existing school. This potential disruption to the educational experience of students at the nearby school should be a significant concern, and granting the CUP may exacerbate these issues.

3. Traffic and Parking Concerns:

The proposed high school is expected to accommodate up to 500 students, along with staff, resulting in a substantial increase in vehicular traffic in the area during school hours. The Minor Conditional Use Permit (MCUP) for small car parking may not adequately address the potential traffic congestion and parking shortages that could arise. This could lead to safety hazards, inconvenience for the neighboring businesses, and traffic congestion on local roads. Given the limited parking provisions and the potential for increased traffic, the application should be denied unless it can adequately address these concerns.

4. Impact on Property Values:

The establishment of a public charter high school in an office zone could have adverse effects on property values in the vicinity. Potential concerns about increased traffic, noise, and changes in the character of the neighborhood may deter prospective buyers or tenants, leading to a decrease in property values. This could result in economic hardship for property owners and could have broader implications for the community's stability.

5. Safety and Security:

With a significant increase in the student population and staff, there may be safety and security concerns, especially if the school is located adjacent to an industrial area. Ensuring the safety of students, staff, and the surrounding community should be a top priority. The application should be denied unless a comprehensive safety and security plan is in place to address potential risks, including those associated with the industrial environment.

6. Adequate Infrastructure:

The proposed school would introduce a substantial number of students and employees to the area, putting a strain on local infrastructure such as utilities, public transportation, and emergency services. The application should be denied unless it demonstrates that the existing infrastructure can support the increased demand and that any necessary improvements will be made to prevent any negative impacts on the community.

These points highlight the potential negative impacts of granting the CUP for a public charter high school in an office zone near an existing school and the need to carefully consider the compatibility of the proposal with the surrounding area.

Wallid Kazi, Ph.D., P.G.

President

Direct 714.662.2757 | Main 714.662.2759



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Correspondence received after 12 noon deadline.



SUE ANN SALMON EVANS Attorney at Law sevans@DWKesq.com

Long Beach

TO BE INCLUDED IN THE RECORD

November 27, 2023

VIA EMAIL

Adam Ereth, Chair Russell Toler, Vice Chair Johnny Rojas, Planning Commissioner Angely Andrade Vallarta, Planning Commissioner Karen Klepack, Planning Commissioner Jon Zich, Planning Commissioner Jimmy Vivar, Planning Commissioner Planning Commission City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Adam.Ereth@costamesaca.gov russell.toler@costamesaca.gov karen.klepack@costamesaca.gov jon.Zich@costamesaca.gov johnny.rojas@costamesaca.gov angely.vallarta@costamesaca.gov jimmy.vivar@costamesaca.gov

Re:

Newport-Mesa Unified School District, Vista Meridian Global Academy; Our file 5260.1108

Dear Chair Ereth, Vice-Chair Toler, and Planning Commissioners Rojas, Vallarta, Klepack, Zich and Vivar:

This office represents the Newport Mesa Unified School District ("NMUSD" or "District"). NMUSD just learned just this morning that the City of Costa Mesa Planning Commission ("Commission") will be considering a resolution related to locating the Vista Meridian Global Academy Charter School ("Vista Meridian") at 1620 Sunflower Avenue, Costa Mesa ("Resolution") – within the boundaries of NMUSD. Notably, at no time during the application process was the District notified of the application or any actions taken related thereto. NMUSD has significant concerns with the proposed

SAN FRANCISCO

200 California Street Suite 400 San Francisco, CA 94111 TEL 415.543.4111 FAX 415.543.4384

LONG BEACH

444 W. Ocean Blvd. Suite 1750 Long Beach, CA 90802 TEL 562 366 8500 FAX 562 366 8505

SAN DIFGO

750 B Street Suite 2600 San Diego, CA 92101 TEL 619.595.0202 FAX 619.702.6202

CHICO

2485 Notre Dame Blvd. Suite 370-A Chico, CA 95928 TEL 530.343.3334 FAX 530.924.4784

SACRAMENTO

555 Capitol Mall Suite 645 Sacramento, CA 95814 TEL 916.978.4040 FAX 916.978.4039

EAST BAY

2087 Addison Street 2nd Floor Berkeley, CA 94704 TEL 510.345.6000 FAX 510.345.6100

FRESNO

7170 N Financial Drive Suite 135 Fresno, CA 93720 TEL 559.388.5802 FAX 559.388.5803

www.DWKesq.com

City of Costa Mesa Planning Commission November 27, 2023 Page 2

action by the Commission under the Charter Schools Act ("Act") as well as the law governing the California Environmental Quality Act ("CEQA"). NMUSD hereby objects to any action authorizing, permitting or sanctioning Vista Meridian locating at the Sunflower Avenue address or any other location within the District boundaries.

1. The Charter School Act Precludes Vista Meridian from Locating at the Proposed Site

As a matter of law, Vista Meridian may not locate within the NMUSD boundaries and the District objects to any action purporting to authorize Vista Meridian to locate at 1620 Sunflower Avenue, Costa Mesa, or any other location within the District boundaries. Vista Meridian is a charter school authorized by the Orange County Board of Education ("OCBOE"). It was approved as a countywide charter school under Education Code section 47605.6 and is bound by the Act. Charter schools are, in fact, "strictly creatures of statute." (Wilson v. State Board of Education (1999) 75 Cal.App.4th 1125, 1135; emphasis in original.) The Act is very specific about where a charter may locate and specifies that no countywide charter may locate in a district that was not notified of the charter school's intention to locate in the district's boundaries nor may it locate in any location that is not identified in the approved charter document. (Ed. Code, § 47605.6.)

Here, the charter does *not* include a location on Sunflower Avenue nor any other site within the NMUSD boundaries. Moreover, Vista Meridian did not provide notice to NMUSD of the intent to locate in the District. To the contrary - Vista Meridian expressly informed the District it would *not* locate in the District boundaries. (See attached ["First I want to reassure you that we do not have any current or future plans to expand into your district"].) Thus, it is a violation of law for Vista Meridian to locate at 1620 Sunflower Avenue, Costa Mesa, or any other site within the District. As the foundation of the proposed action is contrary to law, we urge the Commission to reject the Resolution and related proposals.

2. The Proposed CEQA Action Does Not Conform to Law

The proposed Resolution finds that locating and operating Vista Meridian is categorically exempt from CEQA pursuant to the Class 1 exemption set forth in CEQA Guidelines Section 15301. This exemption "consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving *negligible or no expansion of existing or former use.*" (CEQA Guideline, § 15301, emphasis added.) In fact, the key consideration to determining whether this exemption applies is whether the proposed project involves "negligible to no expansion of use." Here, while Vista Meridian may be proposing to make minor improvements to this existing office building, operating a public charter school in these facilities is an entirely <u>new use</u> that is both different from and potentially a significant expansion of use.

Based on our limited time to review of the record given the District was only informed of this proposed action this morning, there seems to be no assessment of whether use of this property as a public school would expand the use of the property. We believe it would certainly change the use substantially from any existing or prior use of the site such that the project, as a whole (construction and <u>use</u> of the facilities) would not be eligible for a Class 1 exemption.

City of Costa Mesa Planning Commission November 27, 2023 Page 3

Further, the mere fact that a use is permitted by local zoning does not render it exempt from compliance with CEQA. Projects must be evaluated on an individual basis to determine the required level of CEQA compliance. Placing a *new* school in an Industrial Park zone, with limited vehicular access for the nearly 500 plus anticipated students, together with school site staff, and no outdoor recreational space for students during the school day would hardly seem to carry forward the type of existing or former use contemplated by a Class 1 exemption.

Lastly, while the "Findings" set forth in Exhibit A to the proposed Resolution state that the project "would not have a significant effect on the environment due to unusual circumstances," – which imposes an exception to using a categorical exemption – there is not substantial evidence in the record supporting application of Class 1 exemption. As noted in the recent decision, California Construction and Industrial Materials Association v. County of Ventura (2023) –-- Cal.Rptr.3d –---, a lead agency may not merely state that an exemption applies to a proposed project. Rather, the lead agency's decision must be supported with substantial evidence. (Ibid.) Here, given the proposed new use of the site as a school, we do not believe such evidence exists in the record. Accordingly, we ask that Commission deny approval of the Notice of Exemption, and instead direct staff to fully address the environmental impacts of this proposed project in compliance with CEQA.

The District reserves all objections, rights and remedies related to this matter.

Very truly yours,

DANNIS WOLIVER KELLEY

Sue Ann Salmon Evans

SASE:sdf

PARTIDA, ANNA

PH-1

From: Brent Stoll <Brent@roseequities.com>
Sent: Monday, November 27, 2023 5:44 PM

To: PC Public Comments

Cc: DRAPKIN, SCOTT; ERETH, ADAM; TOLER, RUSSELL; KLEPACK, KAREN; ZICH, JON; ROJAS,

JOHNNY; VALLARTA, ANGELY; VIVAR, JIMMY

Subject: Vista Meridian Global Academy

Planning Commission,

We would like to lend our support for the Vista Meridian Global Academy school site, located at 1600 - 1620 Sunflower Avenue.

The South Coast Metro West (inclusive of these properties) submarket is a changing to a mixed-use, resilient neighborhood, demanded by today's dynamic businesses, employees and residents alike.

New and future land uses at the Press, the changing Hive, SOCO, Home Ranch, VANs and our site at One Metro West, are the foundation for this north of the 405 neighborhood. The inclusion of a charter school will only add to the character.

There are natural pedestrian advantages of this neighborhood, including narrow east/west streets and the Santa Ana River Trial.

As these land uses in South Costa Metro West change, we hope the city leaders and planners continue to develop the pedestrian infrastructure in the area.

By encouraging non-auto trips, the neighborhood can continue to build on these inherent advantages and blossom.

We look forward to work with the city and surrounding property owners, on the proposed pedestrian improvements to Sunflower Avenue, associated with One Metro West (west of Hyland).

And we look forward to welcoming Vista Meridian Global Academy to the neighborhood.

Best,

Brent Stoll

Brent Stoll

Rose Equities

8383 Wilshire Blvd., Suite 632 Beverly Hills, CA 90211

(M) 512.567.6784

Brent@RoseEquities.com

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www.vistacharterpublicschools.org

Don Wilson Ed.D., Superintendent Collin Felch, Ed.D., Deputy Superintendent Karen Amaya, Assistant Superintendent



December 15, 2023

Dear City Council Members,

My name is Don Wilson, Superintendent of Vista Charter Public Schools. We operate Vista Meridian Global Academy and are eager to serve the Costa Mesa community.

Our application for a Conditional Use Permit was submitted to the city in January 2023. We spent this past year outreaching to local businesses and residents, conducting extensive traffic and parking surveys and strategies, and designing a first class school campus that best serves our students while also being a good local neighbor.

Despite a positive staff recommendation and the extensive support from the community, including the Costa Mesa Chamber of Commerce, our application was denied by the Planning Commission. Our project is now appealed to the City Council, and we are scheduled to be heard at the January 16, 2024 meeting. I am writing to ask for your support and to invite you to meet with our team to better understand our commitment to the city and our extensive work to meet all the land use conditions that were required by the city.

Please also note that I reached out again to the Newport Mesa Unified School District Superintendent Dr. Wesley Smith recently and had a very productive conversation. There were a number of inaccurate data points presented during the Planning Commission meeting and it was important to us to discuss these numbers with the Superintendent. We also reiterated to him our desire to work collaboratively with the District as we jointly seek to provide quality educational options for all Costa Mesa students.

I look forward to the opportunity to discuss with you our school, and our application, in more detail. Please contact me personally at (310) 428-0539 to arrange a time convenient with your schedule.

Sincerely,

Don Wilson, Ed.D. Superintendent

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Vista Charter Public Schools

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Don Wilson Ed.D., Superintendent Collin Felch, Ed.D., Deputy Superintendent Karen Amaya, Assistant Superintendent



January 5, 2024

Dear Mayor and City Councilmembers;

As you are aware our CUP application is coming before you for consideration at the January 16, 2024 City Council meeting. Earlier I wrote to you to introduce myself and our school, Vista Meridian Public Charter High School. I am sending this follow up correspondence to provide additional information about our property and the extensive land use and entitlement process we went through with city staff to ensure that we would be good neighbors in the community and mitigated any issues or concerns about our school operations. I am also making myself available again to meet with you to tour our site or to schedule a phone call or meeting to answer any additional questions you may have about this item.

First and foremost I want to reiterate that Vista is a free, public high school available to any Costa Mesa student who believes our school mission and objectives meet their educational needs. We currently operate a school in Santa Ana and are interested in expanding into Costa Mesa with a 500 student body enrollment at our site located at 1620 Sunflower Avenue. Our student population in Santa Ana is currently 94% hispanic and we recognize that our new school in Costa Mesa could have similar demographics. I've attached my previous communication which highlights again the focus of our academics and our commitment to excellence for our students and families.

Our CUP application includes the conversion of an existing 37,455 sf, two-story office building to a public charter school on an existing developed site. Our proposal includes the remodeling of an existing building and minor ancillary site improvements to meet current building code standards for educational use. No physical expansion of the building footprint or increase in height is proposed. The site has ample onsite parking and a vehicle queuing lane to facilitate the proposed use. It is important to reiterate here that the property owner, Mr. Tim Nguyen is eager to have this project approved. Since the pandemic his building has been vacant, and office and commercial uses are not in demand. Activating this property with a vibrant school use not only creates economic value to the owner, but to this area of the city that is ripe for redevelopment. Given the recently approved residential uses in the area, and the positive outreach and support we received from the Harbor Gateway/Segerstrom Business Park, SOCO, Rose Equities, as well as the Costa Mesa Chamber of Commerce, we believe our project is a good fit for this corridor.

I want to assure you that we engaged a team of qualified professionals who worked for over a year with the city to bring forth a solid application that has been recommended for approval by city staff. The City independently conducted an extensive Transportation Impact Analysis that evaluated Vista's onsite drop-off and pick-up program, onsite vehicle queuing and circulation, potential for any impacts to offsite roadways and intersections, and Vehicle Miles Traveled (VMT). The report concluded that at full student capacity, the City's streets and intersections would continue to operate at an acceptable Level of Service (LOS). As such, the report found that no offsite improvements were needed to City streets or

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Don Wilson Ed.D., Superintendent Collin Felch, Ed.D., Deputy Superintendent Karen Amaya, Assistant Superintendent



intersections. Additionally, the report confirmed that the project was considered to have a less than significant impact on VMT with no mitigation measures required. Please note that none of our students are permitted to drive to campus and park. Vista anticipates up to 40% of its students would utilize school-provided transportation services with others participating in its "Bike-to-School Program" due to the site's proximity to the Santa Ana River Trail.

As for consideration under the California Environmental Quality Act (CEQA), city staff confirmed and recommended the project be categorically exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15301. The project consists only of the repair, maintenance, and/or minor alteration of existing structures involving negligible or no expansion of the use beyond that existing at the time of this determination. Importantly, the project is consistent with the Industrial Park land use designation in the General Plan that states "Institutional uses may also be appropriate, provided that land use compatibility and traffic issues have been addressed. Institutional uses will require discretionary approval." The project site is approximately 2.168 acres in size, is located within an urban area, and can be adequately served by all required utilities and public services. The project is consistent with all General Plan designations and policies, and is consistent with all applicable zoning regulations upon approval of the requested entitlement. As designed, the project will not have significant environmental impacts related to traffic, noise, air quality, and water quality. In addition, pursuant to CEQA Guidelines Section 15300.2 (c), none of the six exceptions to the use of a categorical exemption apply to the project.

In summary, our school is dedicated to providing quality educational services and being a good non-profit organization in Costa Mesa. I am happy to discuss further and will make myself available at your convenience.

Sincerely,

Don Wilson, Ed.D. Superintendent

Dombio

Vista Charter Public Schools

-3-

HOME > EDUCATION

EDUCATION > **OC HOMEPAGE**

Vista Meridian Eyes New High School

BY YUIKA YOSHIDA

JANUARY 8, 2024





Vista Meridian expected to lease two-story office building at 1620 Sunflower Ave.

Santa Ana charter school Vista Meridian Global Academy is looking to open a new high school at a Costa Mesa office park, after it gains approval from city officials.

Vista Meridian late last year held meetings with the Costa Mesa Planning Commission to discuss turning a 37,455-square-foot office space at 1620 Sunflower Ave. into a school for 500 students.

The school said the project, located a few blocks north of the San Diego (405) Freeway, received positive initial responses from the commission's office, but faced opposition during the hearing.

Part of the opposition references an ongoing national debate over charter schools and whether they take money away from district schools.

Don Wilson, superintendent of Vista Charter Public Schools, clarified that charter schools are free public schools that receive per-pupil-funding from the state.

"In California, the money follows the student," Wilson told the Business Journal.

The school has worked out a long-term lease with the building's owner Tim Nguyen, founder of Costa Mesa financial services software maker MeridianLink Inc. (NYSR: MLNK), which is contingent on receiving the conditional use permit from the city.

Terms of the agreement were undisclosed "out of respect to the owner," according to Wilson.

The school hopes to gain city approval by Jan. 16, so it can get to work installing necessary upgrades in time to open next fall, top officials at the school said.

Premier Location

The charter school plans to set up the high school in an area of Costa Mesa that has seen a high amount of real estate activity as of late.

The two-story office building where the school is looking to lease, part of a two-building complex, is directly across the street from high-end shopping center South Coast Collection, or SoCo, which sold for a reported \$110 million to Baltimore-based Continental Realty Corp. in November.

Nearby is the development site for One Metro West, a 16-acre mixed-use project set to break ground in late 2024 or the first quarter of 2025, according to company officials. It would be built at the current site of an industrial building that sits alongside the 405 Freeway that's leased to Sakura Paper. It was sold late last year by local businessman Joe Wen for a reported \$72 million.

The move into Costa Mesa will prove beneficial not only for the school, but also the city, Wilson said.

"I think having a school with 500 families attending will bring a positive economic impact to the surrounding businesses," Wilson said.

Career Pathways

This will be Vista Charter Public Schools' fifth school.

Vista Charter Public Schools was founded in 2010 and currently serves students in Los Angeles, Anaheim and Santa Ana.

Vista Charter Public Schools opened its first middle school in Los Angeles before expanding to include elementary and high school levels.

"Our goal has always been providing an education for kids from transitional kindergarten all the way through high school," Wilson said.

The Santa Ana location for Vista Meridian Global Academy was built to serve pre-kindergarten through eighth grade students, but has also temporarily doubled as a high school for freshman, sophomore and junior students.

This new building in Costa Mesa will allow the charter school to establish an official high school for these students.

The countywide charter petition for Vista Meridian Global Academy was approved by the Orange County Board of Education on June 1, 2022.

Many of Vista Charter Public Schools' students are economically disadvantaged, according to top officials.

The school aims to provide its students with career pathways in fields that are harder to break into such as cybersecurity and biomedical sciences.

Vista Charter Public Schools partnered with local colleges Santa Ana College and Orange Coast College so students can earn credits toward an associate degree in these fields while in high school.

Director of counseling, college and careers Catherine Real, who previously served as principal of Vista Meridian Global Academy, also helps facilitate internships for students.

MeridianLink Ties

The building was originally intended to be used by MeridianLink, founded by Nguyen, who owns both buildings in the industrial park.

Nguyen bought the property for \$9.4 million back in April 2019, filings indicate.

Shortly after the purchase, the building sat vacant due to the pandemic, and MeridianLink employees working remotely from home.

The software company has its headquarters at another office in the city.

Vista Charter Public Schools met Nguyen through the philanthropic work he does through eKadence Learning Foundation, which provides schools with systems management software for free.

"He had an empty office building that he put significant capital into and wanted to give back to the community," Colin Felch, deputy superintendent of Vista Charter Public Schools, said.

School officials say the space is a perfect fit because of the collaborative setting that will prepare students for the "kinds of places they be working at in four to eight years."

Some of the building's amenities include a cafeteria, multiple gymnasiums and an indoor tennis court.





CITY OF COSTA MESA Agenda Report

File #: 24-011 Meeting Date: 1/16/2024

TITLE:

AN ORDINANCE AMENDING TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH AFFORDABLE HOUSING REQUIREMENTS FOR NEW RESIDENTIAL DEVELOPMENT PROJECTS

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES

DEPARTMENT/PLANNING DIVISION

PRESENTED BY: NANCY HUYNH, PRINCIPAL PLANNER

CONTACT INFORMATION: NANCY HUYNH, PRINCIPAL PLANNER, (714) 754-5609

RECOMMENDATION:

Staff recommends the City Council:

- 1. Find that the adoption of Ordinance No. 2024-XX is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3), General Rule in that the affordable housing ordinance will not have a significant impact on the environment.
- Give first reading to Ordinance No. 2024-XX (PCTY-23-0001) modifying Title 13 (Planning, Zoning, and Development) of the Costa Mesa Municipal Code (CMMC) to establish affordable housing requirements for new residential developments.



City of Costa Mesa Agenda Report

77 Fair Drive Costa Mesa, CA 92626

Item #: 24-011 Meeting Date: 01/16/2024

TITLE: AN ORDINANCE AMENDING TITLE 13 (PLANNING, ZONING AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH AFFORDABLE HOUSING REQUIREMENTS FOR NEW RESIDENTIAL DEVELOPMENT PROJECTS

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING

DIVISION

PRESENTED BY: NANCY HUYNH, PRINCIPAL PLANNER

CONTACT INFORMATION: NANCY HUYNH, PRINCIPAL PLANNER, (714) 754-5609

RECOMMENDATION:

Staff recommends the City Council:

- 1. Find that the adoption of Ordinance No. 2024-XX is exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3), General Rule in that the affordable housing ordinance will not have a significant impact on the environment.
- 2. Give first reading to Ordinance No. 2024-XX (PCTY-23-0001) modifying Title 13 (Planning, Zoning, and Development) of the Costa Mesa Municipal Code (CMMC) to establish affordable housing requirements for new residential developments.

BACKGROUND:

In 2021, the City Council adopted a Strategic Plan identifying five key goals to address specific community issues and needs which included to "diversify, stabilize, and increase housing to reflect community needs." To address this goal, the City Council also identified several objectives and priorities. One of the Council's identified priorities included considering a draft inclusionary housing ordinance (also referred to as an affordable housing ordinance).

In addition, pursuant to State housing requirements, the City is required to plan for its Regional Housing Needs Assessment (RHNA) allocation of 11,760 units. Approximately 40% of its RHNA allocation falls into moderate, low, and very low-income housing. In response, the City's Housing Element identifies 47 programs that work together to support and incentivize housing and affordable housing. Program 2A of the City's 2021-2029 adopted Housing Element calls for the City to adopt an affordable housing ordinance which would generally require new housing projects in the City to provide a certain percentage of its housing units as affordable units to moderate, low, and/or very low-income households. Housing Element Program 2A states:

"As of adoption of the 6th Cycle Housing Element, the City of Costa Mesa is analyzing the market impacts and potential affordability requirements for an inclusionary housing requirement for specific projects. The City has hired a consultant to evaluate and make recommendations regarding the

structure of a potential inclusionary housing ordinance, including the affordability percentage requirement, potential for an in-lieu fee option, and other factors. As part of this effort, the City will consider the applicability of establishing a local preference policy.

Objectives: Adopt an inclusionary housing ordinance."

Financial Evaluation

In order to identify a supportable affordable housing percentage and other policy recommendations, the City retained an expert housing consultant, Keyser Marston Associates Inc. (KMA). KMA prepared a draft Financial Evaluation (FE) report in July 2023, which was supplemented in November 2023. The Financial Evaluation is an analysis that determines the financial impact of applying an affordable housing requirement on a housing development project. Based on that potential financial impact, the FE determines the supportable affordable housing requirement that the City could impose on new residential developments without being "confiscatory".

The completed FE and supplemental analysis were made available online on the City's Affordable Housing Ordinance webpage and the links are included below. Staff and KMA's recommendations are discussed in detail in the Analysis section of this report.

- KMA Financial Evaluation (July 11, 2023):
 https://www.costamesaca.gov/home/showpublisheddocument/54969/638253773 340200000
- KMA Supplemental Analysis (November 6, 2023): https://www.costamesaca.gov/home/showpublisheddocument/55858/638351433427070000

City Council and Planning Commission Joint Study Sessions

On May 16, 2023 and subsequently on July 26, 2023, City Council and Planning Commission held two joint study sessions to discuss an affordable housing ordinance for Costa Mesa. The first study session provided a general overview of affordable housing program best practices while the second study session focused on the preliminary findings of KMA's draft FE. City Council and Planning Commission also received public comments at both study sessions as well as provided feedback regarding KMA's policy recommendations to be incorporated in a draft ordinance.

The May 16, 2023 study session agenda report, meeting video, and public comments are included in the links below:

- May 16, 2023 Study Session Agenda Report:
 https://costamesa.legistar.com/View.ashx?M=F&ID=11974698&GUID=90360909-8600-4286-4076-E5B7F45794D4
- May 16, 2023 Study Session Meeting Video: https://costamesa.granicus.com/player/clip/3993?view_id=14&redirect=true&h=dc14b3b0c827980
 https://costamesa.granicus.com/player/clip/3993?view_id=14&redirect=true&h=dc14b3b0c827980
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 May 16, 2023 Study Session Public Comments: https://costamesa.legistar.com/View.ashx?M=E3&ID=1103184&GUID=F4CDF38E-2EEE-4D0C-8B90-ADB54899FEF6

The July 26, 2023 study session agenda report, meeting video, and public comments are included in the links below:

- July 26, 2023 Study Session Agenda Report: https://costamesa.legistar.com/View.ashx?M=F&ID=12177354&GUID=A49D2109-3609-4770-A7CE-76223D45F377
- July 26, 2023 Study Session Meeting Video: https://costamesa.granicus.com/player/clip/4019?view_id=14&redirect=true&h=a7972baf3ae0c19

 09cbb73e6a43d05fe
- July 26, 2023 Study Session Public Comments: https://costamesa.legistar.com/View.ashx?M=E3&ID=1113344&GUID=50122EA8-6A28-42B3-BB2F-5D5434897623

Planning Commission Public Hearings

Following the joint study sessions, staff prepared a draft ordinance for Planning Commission review and recommendation to City Council. The Planning Commission held two public hearings on November 13, 2023 and December 11, 2023 to discuss the draft ordinance.

At the first public hearing, staff presented the draft content intended to be included in the proposed affordable housing ordinance. The Planning Commission received staff's presentation as well as public comments, discussed the item, and voted 4-0 (Chair Ereth, Commissioner Rojas, and Commissioner Klepack absent) to continue the item to December 11, 2023.

The November 13, 2023 Planning Commission agenda report, meeting video, and public comments are included in the links below:

- November 13, 2023 Planning Commission Agenda Report: https://costamesa.legistar.com/LegislationDetail.aspx?ID=6413792&GUID=4C906E13-F94B-49E9-AD3E-73B588C6EB6E
- November 13, 2023 Planning Commission Meeting Video:
 https://costamesa.granicus.com/player/clip/4063?view_id=14&redirect=true&h=f22a251337c41be
 https://costamesa.granicus.com/player/clip/4063?view_id=14&redirect=true&h=f22a251337c41be
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 <a href="https://costamesa.granicus.com/player/clip/4063?view_id=14&redirect=true&h=f22a251337c41be
- November 13, 2023 Planning Commission Public Comments: https://costamesa.legistar.com/View.ashx?M=E3&ID=1135455&GUID=7ECD4C06-87E5-4283-8149-4BFF97215AA2

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At the subsequent Planning Commission meeting, staff presented the final draft affordable housing ordinance for recommendation to City Council. The Planning Commission recommended changes to the draft ordinance and voted 5-2 (Commissioner Zich and Commissioner Andrade voting no) to recommend the City Council give first reading of the ordinance. The Planning Commission's recommended changes are detailed further in the Analysis section of this Agenda Report.

The December 11, 2023 Planning Commission agenda report, meeting video, and public comments are included in the links below:

- December 11, 2023 Planning Commission Agenda Report: https://costamesa.legistar.com/LegislationDetail.aspx?ID=6448847&GUID=F06836A7-2485-4993-A2B9-7413119EBE05
- December 11, 2023 Planning Commission Meeting Video:
 https://costamesa.granicus.com/player/clip/4071?view_id=14&redirect=true&h=3afc5737bffd6e2094027c9beb28f56c
- December 11, 2023 Planning Commission Public Comments: https://costamesa.legistar.com/View.ashx?M=E3&ID=1145138&GUID=D27058F5-3E1C-458F-BC71-819FE295D4F8

Stakeholders Meetings

In addition to the joint study sessions, KMA's FE and policy recommendations, and staff's research, the process of drafting the affordable housing ordinance also involved a total of 17 stakeholder meetings with local affordable housing advocate groups and local housing developers with expertise in land development and affordable housing. The meetings were conducted both in person at City Hall and virtually through Zoom.

The meetings included residents from the Costa Mesa community and representatives from the following organizations: Affordable Housing Coalition, The Irvine Company, Sakioka Company, Legacy Partners, City Ventures, The Olson Company, Red Oak Investments, Kennedy Commission, People for Housing, OC Resilience, and the Building Industry Association. In addition, staff and/or KMA have had conversations with the cities of Huntington Beach, Irvine, Santa Ana and several other cities about their experiences with adopting and managing an affordable housing program. Staff and KMA also met one-on-one with developers that have specific experience in developing housing projects in Costa Mesa who were willing to discuss their development and construction cost projections to ensure that the FE's projections were reflective of actual residential project costs. The proposed draft ordinance is reflective of the stakeholders' input which included the importance of focusing policy on very-low income households (in addition to low-income), requiring onsite production of affordable units, setting affordable housing percentages at a level that would not disincentivize housing projects, and providing incentives such as flexible parking requirements and concurrent processing of entitlement application(s) with plan check review to further encourage housing production.

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ANALYSIS:

Costa Mesa Community Profile

Approximately 47-percent of the Costa Mesa community earn a lower income and approximately 29-percent of the community qualify for very low or extremely low-income housing. However, lower income households in Costa Mesa cannot afford to own or rent in Costa Mesa without experiencing overpayment. Per State guidance, a household should generally spend no more than 30-percent of gross income on housing expenses including utilities. The current average rent for a market rate one-bedroom apartment unit in Costa Mesa is approximately \$2,700 yet nearly half of renters in Costa Mesa experience housing cost burdens that exceed 30-percent of gross income and over a quarter of renters experience severe housing cost burdens that exceed 50-percent of gross income. Recent average for sale home prices in Costa Mesa are over \$1 million yet the home price that a moderate-income level household could afford for a three-bedroom house is approximately \$500,000. This data indicates a general mismatch in incomes versus housing expenses and a lack of affordable housing units to meet the community's current and future housing needs

Unfortunately, affordable housing options including deed restricted units are very limited in Costa Mesa. Without an affordable housing requirement or redevelopment-based funding programs, newer housing projects have produced market rate housing units. In addition, deed restricted affordable housing units that were constructed in the 1980s and 1990s have since expired and reverted to market rate. As such, production of and access to affordable housing options for lower income households is limited and is unlikely to be remedied by the market or additional housing supply alone. One of the tools that many cities throughout the state and country have utilized to help make progress toward affordable housing goals is an affordable housing ordinance (also referred to as inclusionary housing).

Policy Context

Inclusionary housing programs are not new and in fact, have been used to address affordable housing issues since the 1970s. Since then there have been over 700 other cities across 31 states with an adopted affordable housing ordinance. In California, there are more than 170 jurisdictions with an adopted ordinance including eight from Orange County with some that have existed and produced affordable units within their community for over 30 years. For example, Santa Ana has been able to produce nearly 3,500 affordable rental units and Huntington Beach has produced over 2,500 affordable rental units as part of their inclusionary housing program. These two cities have also collected in-lieu fees and accumulated a sufficient amount to subsidize 100% affordable housing projects and other programs aimed at promoting entry into the ownership housing such as providing down payment assistance for first-time homebuyers.

While an affordable housing ordinance is one tool to address housing affordability, it is not anticipated to produce all of the affordable units that the City is mandated to plan for pursuant to the RHNA allocation. The affordable housing ordinance is one of many housing programs in the City that complement each other to address housing and affordability issues. Existing programs include tenant eviction protection, rental assistance programs, accessory dwelling unit programs, and the City's Bridge Shelter. Programs also underway include the corridor visioning and rezoning effort and development standards update intended to promote new ownership and rental housing opportunities overall in compatible areas of the City.

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Although these programs are starting to address the issue, these programs alone do not produce new affordable units or require housing developers to do so. An affordable housing ordinance would help the City meet this specific need by requiring new housing projects to set aside a percentage of new units as affordable and maintain those units as affordable for a specific timeframe (as proposed in the ordinance – 45 years for ownership and 55 years for rental units). Collected in-lieu fees as part of the affordable housing program requirement would also assist the City by creating a Housing Trust Fund that could be used to fund affordable housing projects and new programs.

Furthermore, adoption of the ordinance would help the City maintain compliance with State housing laws since the affordable housing program is listed in the City's adopted Housing Element. The City is required to implement this program within one year of the Housing Element adoption in order for the City to remain consistent with its Housing Element. If the City does not adopt one, the State could find the City out of compliance with State law requirements making it more vulnerable to legal challenges which could ultimately result in the loss of local control over land use and permitting decisions.

An Incentive-Based Program

The City's proposed Affordable Housing Program has been structured as an "incentive-based program" that uses the City's rezoning along commercial/industrial corridors for housing to create value and incentivize housing production overall, while coupling the creation of that value with a requirement to provide a portion of the project's units as affordable housing. This program structure is in effect a local density bonus program.

To implement the affordable housing program, the City would implement its rezoning program described in the City's approved Housing Element – which would rezone non-residentially zoned properties located along major commercial and industrial corridors to allow for housing where housing does not currently exist and at increased densities with reduced parking requirements. The rezone and increase in density creates opportunities for new homes that presently do not exist because of the lack of available properties that allow residential uses and the historically low maximum allowable density in Costa Mesa (maximum of 20 units per acre pursuant to the City's General Plan). Rezoning would create value and thus, incentivizing land owners to sell commercial and industrial properties to housing developers and incentivize housing developers to build. In doing so, the City would require a portion of the added value to be used to provide the required affordable units under the City's Affordable Housing Program.

The affordable housing program consists of four main components:

- 1) Project threshold size (minimum number of housing units subject to the ordinance);
- 2) Required percentages of affordable units;
- 3) Required income levels for affordable units; and
- 4) Covenant period (required length of time that units must remain affordable).

Planning Commission's Recommendation

The Planning Commission discussed each proposed affordable housing program component. Table 1 below provides a summary of staff's recommendations and the Planning Commission's recommended changes:

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TABLE 1 – SUMMARY OF AFFORDABLE HOUSING PROGRAM COMPONENTS				
PROGRAM COMPONENT	PLANNING COMMISSION RECOMMENDATIONS	FINANCIAL EVALUATION/STAFF RECOMMENDATIONS		
Project Threshold*	 60+ dwelling units per acre; two-acre minimum (Effectively a 120 unit threshold) 	• 10 units		
Number of Affordable Units/Required Income – Rental*	10% at low-income or5% at very-low income	 60+ du: 11% at low-income or 7% at very-low income Under 60 du: 6% at low-income or 4% at very-low income 		
Number of Affordable Units/Required Income – Ownership*	Exempt ownership projects	8% at moderate-income if providing onsite affordable units, or payment of in-lieu fee by right		
Covenant Period – Rental	At least 55 years	At least 55 years		
Covenant Period – Ownership	N/A	45 years (if producing affordable units onsite)		
Affordable Unit Minimum Size	No more than 15% smaller than average market rate unit	No more than 15% smaller than average market rate unit		
Affordable Unit Bedroom Mix	Proportional to market rate units	Proportional to market rate units		
Affordable Unit Location	Evenly distributed/dispersed throughout residential project	Evenly distributed/dispersed throughout residential project		
Alternatives for Compliance	 Land dedication Offsite construction of affordable units Payment of in-lieu fees Onsite construction of rental units (ownership only) 	 Land dedication Offsite construction of affordable units Payment of in-lieu fees Onsite construction of rental units (ownership only) 		
Incentives	 Allow residential uses in commercial/industrial corridors Increased densities Allow low income rents to be charge based on 80% AMI vs 60% AMI (required by State density bonus) Reduced parking requirements Concurrent processing 	charge based on 80% AMI vs 60% AMI (required by State density bonus) Reduced parking requirements Concurrent processing		

^{*} These program components are the main differences between Planning Commission and the Financial Evaluation/staff's recommendations.

Based on the Planning Commission's recommendation, staff updated the draft affordable housing ordinance for City Council's review. The Planning Commission recommended changes are described below in further detail and shown as strikethrough and underline text in Attachment 2:

• Project Threshold - Ordinance Section 13-38.1 and 13-330(a)

Staff recommended a project threshold size of ten units based on the size of housing projects typically experienced in Costa Mesa. At ten units, the ordinance would not apply to the majority of infill projects on small lots, while projects at ten or more units would be required to provide onsite affordable units or to pay an in-lieu fee. Locally in Orange County, the threshold size ranges from zero, meaning requirements apply to any housing project (City of Irvine) to 20 units (City of Brea).

The Planning Commission recommended the minimum project threshold be higher and based on a housing project's proposed density (60+ dwelling units per acre) and/or project site size (two-acre minimum site size). This would mean any new housing projects under 60 dwelling units per acre and/or any projects under two-acres (even if over 60 dwelling units per acre) would be exempt from the ordinance's requirements and would not provide onsite affordable units or pay housing in lieu fees. Compared to staff's recommendation, and assuming a two-acre site at 60 dwelling units per acre, this would mean projects with 120 units and under would not be subject to the ordinance.

It should be noted that approximately 30% of the "housing opportunity sites" listed in the Housing Element and shown in Attachment 5, Corridors Map, are two or more acres. (Refer to Page 26 of Appendix B of the Housing Element for a complete list of the housing opportunity sites.) Thus, increasing the threshold would reduce the number of affordable units (or their related housing in lieu fees) that would result from the ordinance.

Required Number/Percentage of Affordable Units – Section 13-330(b)(1a)

Staff and KMA recommended requiring 11% of a housing project's units be provided at the low-income level, or 7% at the very-low income level which is the supportable recommendation based on the FE's "improved land" scenarios. KMA's financial analysis is based on a conservative approach that balances the City's need for affordable housing while not discouraging the development of housing in general. In addition, the analysis is unique to each city's real estate market conditions since it is based on actual land value and sales data from that area. If adopted, the affordable housing ordinance would be re-evaluated on a continued basis to ensure the requirements reflect current market conditions which has been similarly done on several occasions by Santa Ana and Huntington Beach.

The Planning Commission recommended the required number or percentages of affordable units be lower to be consistent with the surrounding Orange County cities such as Santa Ana (15% at low-income, 10% at very-low income, or 5% at extremely-low income) and Huntington Beach (10% at low-income or 5% at very-low income); refer to Attachment 3 for a comparison table. The Planning Commission recommended that the required affordable percentages should be 10% at the low-income level and 5% at the very-low income level.

Exempt Ownership Housing Projects – Section 13-328

Staff and KMA recommended requiring 8% of an ownership housing project's units to be provided onsite at the moderate income level, or to allow a developer to fulfill the requirement with payment of in-lieu fees for any size ownership project. (For rental projects 100 units or less, the ordinance allows payment of in-lieu fees, but any rental project over 100 units is required to provide affordable units onsite).

The in-lieu fees collected would be used to fund housing projects and programs that could include 100% affordable projects or financial assistance for a first-time homebuyer. New ownership units incentivized through the City's rezoning program would help improve the ownership to renter ratio in the City while in homebuyer programs create an easier path to those homeownership opportunities.

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The Planning Commission recommended that applying the affordable housing requirements (even just in lieu fees) could be a barrier that could discourage ownership housing projects. As such, they recommended to exempt any ownership housing projects from the affordable housing ordinance's requirements.

Exempting ownership projects from the affordable requirements altogether would mean all new ownership housing units would likely be market rate and in addition, such projects would not contribute funds (through in-lieu fees) to programs that could promote affordable ownership projects or otherwise support homebuyers. It should be noted that KMA's FE did support applying the requirements to ownership projects and determined that doing so would not cause an undue constraint and would allow a developer a fair return.

Staff Resources

The Department is already restructuring its existing entitlement staff to create a housing-focused team as part of its overall program to improve efficiencies and customer service and promote housing opportunities in Costa Mesa. The vacant Planning and Sustainable Development Manager and Senior Planner positions are being filled and, along with existing planning staff, will continue to more efficiently review and process housing projects.

If an inclusionary ordinance is adopted, it would create a new housing program that would require additional staff and consultant resources to implement, manage, monitor, and enforce the ordinance. Such tasks would include but are not limited to the collection and management of in-lieu fees, preparation of requests for proposals for housing projects funded by in-lieu fees, agenda reports for the allocation of in-lieu housing funds, development of community development partnerships, preparation and monitoring of affordable housing agreements for each inclusionary project, annual rent certifications to ensure required units are rented to households at the appropriate income levels, and appropriate tracking and reporting of units to the State annually.

Initially, these responsibilities could be absorbed by the Department's existing Housing and Community Development team, particularly when the program is in its infancy and in lieu fees are still being collected. However, as the program matures and as affordable housing projects develop, a manager position will likely be necessary to lead and administer this program. The City Manager's Office and the Department will continue to evaluate Department staffing and bring a recommendation to the City Council concurrently with its mid-year or annual budget.

In addition, initially staff will utilize the Department's existing consulting budget and third-party plan check contract services to process concurrent plan checks for housing projects, when in house staff resources are at maximum utilization. Annual budget and contract amounts for plan check services will be reviewed and adjusted if necessary as part of the annual budget process.

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Next Steps

If the City Council approves the first reading, staff will return at the next meeting for second reading. If approved, the Ordinance becomes effective 30 days after second reading. In addition, KMA will immediately complete an in-lieu fee study which will be presented to the Council for adoption by Resolution, concurrently with the effective date of the Ordinance. Staff in consultation with KMA will also prepare Affordable Housing Program procedures and templates concurrently with the effective date of the Ordinance. KMA's efforts would require a contract amendment but would be funded within the existing Department budget.

ALTERNATIVES:

The City Council could modify the ordinance and direct staff to return with an update to the draft for an additional first reading. City Council could also not approve the Ordinance, which may subject the City to litigation and/or other State enforcement actions.

FISCAL REVIEW:

Fiscal impacts of the ordinance include the potential for revenue in the form of housing in-lieu fees and the potential for additional staff or consultant resources necessary to manage an affordable housing program over time.

LEGAL REVIEW:

The agenda report and draft Ordinance has been reviewed and approved as to form by the City Attorney's Office.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

Diversify, Stabilize and Increase Housing to Reflect Community Needs

CONCLUSION:

The adoption of the proposed Affordable Housing Ordinance would require new residential development projects that meet the minimum threshold size to set aside a portion of its new units as "affordable units" for a 45- to 55-year timeframe. Its adoption would fulfill the objective of Program 2A of the 2021-2029 General Plan Housing Element and help achieve City Council's goal to "diversify, stabilize and increase housing to reflect community needs".

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ORDINANCE NO. 2024-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA AMENDING TITLE 13 (PLANNING, ZONING, AND DEVELOPMENT) OF THE COSTA MESA MUNICIPAL CODE TO ESTABLISH AFFORDABLE HOUSING REQUIREMENTS FOR NEW RESIDENTIAL PROJECTS

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Findings. The City Council finds and declares as follows:

WHEREAS, the City compiled a community housing characteristics report which found that approximately 47-percent of the Costa Mesa community earns a lower income and approximately 29-percent of the community qualify for very low or extremely low-income housing. Based on housing prices, lower income households cannot afford to own or rent in Costa Mesa without experiencing overpayment;

WHEREAS, on September 27, 2021, the City Council adopted a Strategic Plan identifying five key goals to address specific community issues and needs which included to "diversify, stabilize, and increase housing to reflect community needs." To address this goal, Council identified considering a draft affordable housing ordinance as a priority;

WHEREAS, the City's adopted 2021-2029 Housing Element includes Program 2A which calls for the City to adopt an affordable housing ordinance;

WHEREAS, the City retained an expert consultant, Keyser Marston Associates Inc. (KMA), to prepare a Financial Evaluation in order to evaluate supportable affordable housing requirements and make policy recommendations for a potential affordable housing ordinance;

WHEREAS, the City Council held two joint study sessions with the Planning Commission on May 16, 2023 and July 11, 2023 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, a draft affordable housing ordinance has been prepared based on the direction of the City Council and Planning Commission, and considering KMA's Financial Evaluation and feedback received during public comments and during stakeholders meetings with housing advocates and housing developers;

WHEREAS, a duly noticed public hearing was held by the Planning Commission on November 13, 2023 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, the Planning Commission voted 4-0 (Chair Ereth, Commissioner Rojas, and Commissioner Klepack absent) to continue the item to December 11, 2023;

WHEREAS, a public hearing was held by Planning Commission on December 11, 2023 with all persons having the opportunity to speak for and against the proposal;

WHEREAS, the Planning Commission voted 5-2 (Commissioners Zich and Andrade voting no) to recommend that the City Council give first reading to adopt an ordinance amending Title 13 of the Costa Mesa Municipal Code to establish minimum affordable housing requirements; and

WHEREAS, a duly noticed public hearing was held by the City Council on January 16, 2024 with all persons having the opportunity to speak for and against the proposal.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY ORDAINS AS FOLLOWS:

SECTION 2: Code Amendment. Title 13 (Planning, Zoning and Development). Title 13, Planning, Zoning and Development of the Costa Mesa Municipal Code, as specified in Exhibit A, attached hereto and incorporated herein by this reference, is hereby amended as set forth therein.

SECTION 3. Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (General Rule). Under Section 15061(b)(3), the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the project is exempt from CEQA. This Ordinance will not affect the physical environment by permitting a new use or intensifying an existing use. Instead, the Ordinance establishes affordable housing requirements through a range of means for individual projects. There is no potential for the changes to result in significant impact on the environment. Furthermore, the Ordinance is not considered a project as defined pursuant to Public Resource Code 21065 because the Ordinance will not cause either direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Costa Mesa hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 5. adoption.	Effective Date.	This Ordinand	ce shall take effect on the 31st day after	
SECTION 6. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.				
PASSED AND ADOPTED this day of, 2024				
Mayor				
ATTEST:			APPROVED AS TO FORM	
Brenda Greer	n, City Clerk		Kimberly Hall Barlow, City Attorney	
I, Brenda Green, City Clerk of the City of Costa Mesa, do hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 2024-XX introduced at a regular meeting of the City Council of the City of Costa Mesa held on the day of, 2024, and was thereafter adopted at a regular meeting held on the day of, 2024, by the following vote:				
	COUNCIL MEMBI COUNCIL MEMBI COUNCIL MEMBI COUNCIL MEMBI	ERS: ERS:		
Said ordinance has been published or posted pursuant to law.				
Witness my hand and the official seal of the City of Costa Mesa this day of, 2024.				
		Brend	da Green, City Clerk	
		2.5110	· · · · · · · · · · · · · · · · · · ·	

EXHIBIT A

ARTICLE 1. RESIDENTIAL DISTRICTS

13-38.1. Affordable housing requirements for new residential developments.

For any proposed residential or mixed-use project with 60 or more dwelling units per acre and with a minimum project site size of two (2) acres, the affordable housing requirements set forth in Chapter XVII (Affordable Housing Ordinance) shall apply unless otherwise exempted.

CHAPTER XVII. AFFORDABLE HOUSING ORDINANCE

13-326. Purpose.

The purpose of this chapter is to establish an affordable housing program that facilitates

the development and availability of housing affordable to a broad range of households

with varying income levels within the City to meet current and future affordable housing

needs.

13-327. Applicability.

This chapter shall apply to:

(a) properties that are located in areas which the City completed a Zone Change

and/or General Plan Amendment that allows for residential development after the

effective date of this chapter; and/or

(b) properties that receive City approval of a General Plan Amendment, Zone Change

or other discretionary land use or development approval including but not limited

to Master Plan, Specific Plan, or subdivision after the effective date of this chapter

and which allows for residential development and/or an increase in residential

density as compared to the land uses and density that exists on the site at the time

of the effective date of this chapter; and

(c) provided, however, that this chapter shall not be applied in a manner that conflicts

with applicable State law.

13-328. Exemptions.

The requirements of this chapter shall not apply to the following:

(a) Residential projects with less than 60 dwelling units per acre;

(b) Residential projects with a site size under two (2) acres regardless of proposed

density;

(c) Any ownership residential project;

(d) Conversions of existing multi-family residential developments such as apartments to

residential common interest developments (condominiums) for ownership housing

pursuant to section 13-42;

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(e) The reconstruction of any residential structures that have been destroyed by fire, flood, earthquake or other act of nature;

(f) Residential building additions, repairs or remodels;

(g) Residential projects or mixed-use projects having residential units and located within the boundaries of the Fairview Development Center Specific Plan; and

13-328. Fairview Development Center Specific Plan.

All residential projects or mixed-use development projects having residential units and located within the boundaries of the Fairview Development Center Specific Plan shall be subject to the affordability requirements established by the provisions of the Specific Plan at the time of its adoption and are not subject to the requirements of this chapter.

13-329. Definitions.

As used in this chapter the following terms shall have the meanings set forth below. Terms not specifically defined herein shall have the meanings ascribed to them elsewhere in this code:

Affordable Housing Agreement. A legally binding recorded agreement and/or deed restriction in a form satisfactory to the director and the city attorney setting forth those provisions necessary to ensure that the requirements of the chapter are met, including but not limited to those specified in section 13-332.

Affordable Housing Plan. A plan containing all of the information specified and submitted in conformance with this chapter specifying the manner in which affordable units will be provided.

Affordable Housing Trust Fund. The fund into which all collected in-lieu fees are deposited for the purposes of furthering affordable housing goals within the City.

Affordable Rent. The maximum affordable housing cost minus any housing costs that are imposed on the tenant on a mandatory basis. The affordable housing cost is based on the percentages of AMI identified in the following table, as adjusted for household size appropriate for the unit (as defined in California Health and Safety Code Section 50052.5), times 30%:

Income Category	Percentage of AMI
Low Income	80%
Very Low Income	50%

Affordable Sales Price. The maximum price that can be charged to a moderate income household based on the calculation methodology defined in California Health and Safety Code Section 50052.5.

Affordable Unit. A dwelling unit that is required to be rented at the affordable rent or sold at the affordable sales price to very low, low- and moderate-income households.

Applicant. A person or entity that applies for approval or approvals for a residential project and/or owns the property or properties on which a residential project is proposed.

Area Median Income (AMI). The median household income of households in Orange County, adjusted for household size, as determined by the California Housing and Community Development department (HCD).

Director. The Director of Economic and Development Services or his or her designee.

Density Bonus. An increase in the number of units permitted in a proposed Residential Project provided pursuant to California State Density Bonus Law as set forth in Government Code Section 65915 et seq.

Extremely Low-Income Household. A household with a gross annual household Income that does not exceed 30% of AMI for Orange County as defined in California Health and Safety Code Section 50106.

Gross Annual Household Income. As defined in 25 Cal Code Regs. Section 6914 including any successor section thereto.

In-lieu Fee. The fee payable as an alternative to the construction of on-site affordable units.

Low-income Households. A household with a gross annual household income between 51% and 80% of AMI for Orange County as defined in California Health and Safety Code Section 50079.5.

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Market-rate Unit. A dwelling unit offered on the open market at the prevailing market-rate for purchase or rental.

Moderate-income Household. A household with a gross annual household income between 81% and 120% of AMI for Orange County as defined in California Health and Safety Code Section 50093.

Ownership Project. A residential project that is intended to be sold for homeownership.

Rental Project. A residential project that is intended to be rented to tenants.

Residential Project. A project undertaken for the purpose of development of land for residential purposes that requires the issuance of a discretionary approval or permit, including a permit for construction, and that will include ten (10) or more dwelling units.

Very Low-income Households. A household with a gross annual household income that does not exceed 50% of AMI for Orange County, as defined in California Health and Safety Code Section 50105.

Zone Change. Any proposed change to the official zoning map. The terms rezone and zoning amendment shall also have the same meaning.

13-330. Affordable Housing Requirements.

The following requirements and standards shall apply to any residential project subject to this chapter:

- (a) *Project Threshold.* The affordable housing requirements is applicable to any proposed residential project with 60 dwelling units or more and with a project site size of two (2) acres.
- (b) Number of Affordable Units. The minimum number of dwelling units required to be set aside as affordable units and the required affordability level(s) of the units are specified as follow:
 - (1) Rental Projects. An applicant of a rental project shall fulfill their obligation with onsite production of affordable rental units at either low or very-low income levels and the minimum required number of units shall be calculated based on the proposed project's base density.

- a. For residential projects either rezoned to or located in the areas designated to be rezoned in the General Plan and/or within the boundaries of Figure 13-200.106 of section 13.200.106 at 60 or more dwelling units per acre: at least 10% of the total applicable dwelling units proposed shall be affordable at the low-income level or at least 5% at the very-low income level.
- For any partial affordable unit calculated, the applicant shall pay a fractional inlieu fee payment in accordance with the adopted in-lieu fee schedule or round up the calculation to the highest whole number.
- (2) Parcel or Lot Merger. An applicant shall not avoid the requirements of this chapter by submitting piecemeal planning permit applications. At the time of the application for first approval for the residential project, the applicant shall identify all contiguous property under common ownership and control. The applicant shall not be required to construct dwelling units upon the contiguous property at the time of the application for first approval; however, the applicant shall be required to include the contiguous property under common ownership or control in its affordable housing plan. The affordable housing agreement shall be recorded against the residential project and all contiguous property under common ownership or control and shall require compliance with this chapter upon development of each contiguous property at such time as there are planning permit applications that would authorize residential units for the residential development and the contiguous property under common ownership or control.
- (c) Covenant Period. The affordable units shall remain affordable for a minimum period as specified in the subsection below or as stated in the affordable housing agreement or other agreement(s).
 - (1) For rental projects, the affordable units must remain affordable for not less than fifty-five (55) years. After fifty-five (55) years the affordability covenant may be removed only if the property is redeveloped as a non-residential use.
- (d) *Timing of Construction*. The affordable units shall be constructed concurrently with or prior to the construction of market rate units.

- (1) In phased developments, the affordable units shall be constructed in proportion to the number of dwelling units in each phase of the market rate project. The applicant shall provide a Construction Phasing Plan as part of their project plans for review by the director or their designee prior to the submittal of plans for a building permit.
- (e) *Unit Size.* The size of the affordable units shall be the same size as the market rate units but the final review authority may consider and approve affordable units no more than 15% smaller in square footage than the average square footage of the market rate units.
- (f) Bedroom Mix. The bedroom mix of the affordable units shall be proportional to the market rate units or as otherwise agreed in the affordable housing agreements or other approved agreements with the City.
- (g) Design. All exterior and interior improvements including floor plan design, finishes/materials, etc. for the affordable units shall be comparable, if not same, to the market rate units. The affordable units shall have same access to and enjoyment of all community amenities/facilities in the residential project. The final review authority may consider and approve alternative exterior and/or interior design improvements for the affordable units as long as it is comparably the same to the market rate units.
- (h) Location. Affordable Units shall be dispersed and evenly distributed throughout a residential project and not clustered in a particular area of the development or as otherwise agreed at the City's discretion in an affordable housing agreement. Affordable units within a residential project that share a common entrance or access shall not have separate entrances or access for market rate and affordable units.
- (i) Certificate of Occupancy. No certificate of occupancy will be issued for any corresponding market rate unit in a new residential project prior to completion of the required affordable units (including offsite) and/or payment of in-lieu fees.

13-331. Alternative Compliance Procedures.

The following are the alternative options to fulfill the requirements of this chapter if onsite production of affordable units is determined by the director or their designee to be

economically infeasible and would impose an extreme hardship. The director or their designee's determination shall be made based upon evidence of economic hardship provided by the applicant.

- (a) *In-Lieu Fees*. The payment of in-lieu fees may be used to fulfill the affordable housing requirement for the following residential projects: rental projects with one-hundred (100) or fewer dwelling units and any fractional number of affordable units required.
 - (1) In-lieu fees shall be paid prior to the issuance of the first building permit for the residential project unless specified and/or agreed elsewhere in recorded agreement(s) with the City. For phased developments, the applicant may pay a pro rata share of the in-lieu fee concurrently with the issuance of a building permit for each phase.
 - (2) In-lieu fees shall be paid according to a fee schedule adopted by the City Council. The in-lieu fee schedule shall be adjusted periodically on an annual basis or as determined by the City Council or their designee and shall be adopted by resolution.
 - (3) All in-lieu fees collected shall be deposited in to the City's housing trust fund.
- (b) Offsite Construction. Affordable units may be constructed offsite only upon a determination by the director or their designee that onsite production of affordable units is economically infeasible. If this alternative compliance option is chosen, then the offsite affordable units must be constructed prior to or concurrently with construction of the market rate residential project.
 - (1) The offsite affordable units shall comply with all applicable requirements pursuant to this chapter for onsite production of affordable units.
 - (2) The offsite location shall be located within the City of Costa Mesa boundaries and shall be located within a reasonable distance from the market rate residential project that is subject to the affordable housing requirement.
 - (3) For residential projects for which a master plan is required, the affordable units may either be provided onsite or offsite on a separate parcel within the residential project's approved master plan boundaries.

- (c) Land Dedication. An applicant may dedicate, without cost to the City, land (single or multiple parcels) within the City of Costa Mesa boundaries that is sufficient to accommodate the number of affordable units required by the market rate project. The following requirements are applicable to any land proposed to be dedicated to the City to fulfill the affordable housing requirement:
 - (1) The land to be dedicated to the City shall be located in the City of Costa Mesa;
 - (2) The General Plan and zoning standards shall allow for residential use at a density sufficient to allow for the market rate project's required number of affordable units to be constructed:
 - (3) The land shall be suitable in terms of size, configuration, and physical characteristics including existing utilities, streets, and other infrastructure improvements necessary to allow for the market rate project's required number of affordable units to be constructed;
 - (4) The value of the land shall be equivalent or comparable to the in-lieu fee payment that would be applicable to the proposed residential project;
 - (5) The applicant shall provide property related report(s) to demonstrate the suitability and value of the land to be dedicated including but not limited to title report, appraisal report, and environmental site assessment(s).

13-332. Affordable Housing Agreement and Affordable Housing Plan.

The applicant shall prepare and submit a draft affordable housing agreement and affordable housing plan as part of the proposed residential project's planning application(s). The director shall review and determine if the plan and agreement are complete and in substantial conformance with the requirements of this chapter. This section shall not apply to residential projects where the developer fulfills their obligation with payment of in-lieu fees or land dedication.

- (a) Affordable Housing Plan Requirements. The applicant shall submit a plan detailing how the requirements of this chapter will be implemented. The plan shall include the following information but not limited to:
 - (1) The location, structure, proposed tenure and size of the proposed market rate and affordable units:

- (2) The total number of affordable units to be provided and the calculations used to determine the number of required affordable units;
- (3) A floor plan and site plan depicting the location of the affordable units;
- (4) The income level targets for each affordable unit;
- (5) The mechanisms that will be used to assure that the affordable units remain affordable for the required term as specified in section 13-330(b);
- (6) A marketing plan for the process by which qualified households will be reviewed and selected to rent affordable units; and
- (7) Construction phasing plan schedule with the anticipated completion and opening date and as applicable for phased residential projects.
- (b) Affordable Housing Agreement Requirements. Upon final project approval, the developer shall execute and record an affordable housing agreement in a form approved by the City Attorney, prior to approval of any final or parcel map or issuance of any building permit, whichever occurs first, and that at a minimum specifies the number, type, location, size, and phasing of all affordable units, provisions for income certification and screening of potential renters of units, consistent with the approved affordable housing plan and any administrative procedures adopted pursuant to section 13-338.
 - (1) An affordable housing agreement will not be required for projects which will be satisfying their affordable housing requirement through payment to the City of an in-lieu fee.
 - (2) The City Council, by resolution, may establish fees for the ongoing administration and monitoring of the affordable units, which fees may be updated periodically, as required.

13-333. Affordable Housing Trust Fund.

All in-lieu fees, promissory note repayments, shared appreciation payments and other funds collected under this chapter shall be deposited into a separate account to be designated as the City of Costa Mesa Affordable Housing Trust Fund. The City may elect

to deposit funds from other sources into this affordable housing trust fund. The moneys and all earnings from investments of the moneys in the affordable housing trust fund shall be expended exclusively to provide or assure continued provision of affordable housing in the City through including but not limited to acquisition, construction, development assistance, rent subsidies, or first-time homebuyer programs, and for the associated costs of administering and monitoring these programs.

13-334. Density Bonus.

Pursuant to the California State Density Bonus Law (Government Code Section 65915 et seq), if the applicant is proposing to provide affordable units in exchange for an increase in density, concessions, incentives, or waivers/modifications of development standards, the affordable units required to fulfill the density bonus may also count as affordable units required in this chapter provided they also meet, or exceed, the requirements outlined in section 13-330.

13-335. Parking Requirements.

An applicant that provides affordable units pursuant to this chapter is not required to comply with the parking requirements set forth in section 13-85. A lower parking requirement may be allowed if supported by a parking study prepared by a traffic engineering firm with expertise in parking trends and demands, unless otherwise prohibited by state law. The parking study shall be reviewed and approved by the director or their designee.

13-336. Concurrent Processing.

Concurrent processing of planning application(s) and plan check application(s) may be allowed at the discretion of the director or their designee when the planning application(s) have been deemed complete. The applicant shall be required to enter into a hold harmless agreement with the City prior to any concurrent review.

13-337. Compliance Monitoring.

To ensure that affordable units constructed pursuant to this chapter are properly maintained and continue to comply with the applicable provisions of this chapter, the applicant or responsible party at the time shall submit annual compliance reports to the City for review. In addition, the City shall conduct periodic onsite audits to ensure compliance with all applicable laws, policies, and agreements. The City Council may adopt fees for the costs of monitoring and compliance review, which shall be deposited into the affordable housing trust fund for that purpose.

13-338. Administrative Procedures.

The City Manager is authorized to adopt administrative rules, regulations, policies, guidelines, standards, and/or procedures necessary to implement the provisions of this chapter including but not limited to eligibility requirements and/or preference standards that may be applied in the selection of homebuyers and tenants.

13-339. Enforcement.

- (a) Violations of this chapter may be enforced by all available remedies at law or in equity, including, but not limited to those set forth in section 1-33 of this code.
- (b) Failure of any city official, employee, or agent to fulfill and/or enforce the requirements of this chapter shall not excuse any person or property from the requirements of this chapter.

ARTICLE 1. RESIDENTIAL DISTRICTS

13-38.1. Affordable housing requirements for new residential developments.

For any proposed single or multiple-family residential or mixed-use project with ten (10) or more 60 dwelling units or more per acre and with a minimum project site size of two (2) acres, the affordable housing requirements set forth in Chapter XVII (Affordable Housing Ordinance) shall apply unless otherwise exempted.

CHAPTER XVII. AFFORDABLE HOUSING ORDINANCE

13-326. Purpose.

The purpose of this chapter is to establish an affordable housing program that facilitates the development and availability of housing affordable to a broad range of households with varying income levels within the City to meet current and future affordable housing needs.

13-327. Applicability.

This chapter shall apply to:

- (a) properties that are located in areas which the City completed a Zone Change and/or General Plan Amendment that allows for residential development after the effective date of this chapter; and/or
- (b) properties that receive City approval of a General Plan Amendment, Zone Change or other discretionary land use or development approval including but not limited to Master Plan, Specific Plan, or subdivision after the effective date of this chapter and which allows for residential development and/or an increase in residential density as compared to the land uses and density that exists on the site at the time of the effective date of this chapter; and
- (c) provided, however, that this chapter shall not be applied in a manner that conflicts with applicable State law.

13-328. Exemptions.

The requirements of this chapter shall not apply to the following:

- (a) Residential projects with less than 60 ten (10) dwelling units per acre;
- (a)(b) Residential projects with a site size under two (2) acres regardless of proposed density;
- (c) Any ownership residential project;

- (b)(d) Conversions of existing multi-family residential developments such as apartments to residential common interest developments (condominiums) for ownership housing pursuant to section 13-42;
- (c)(e) The reconstruction of any residential structures that have been destroyed by fire, flood, earthquake or other act of nature provided that the reconstruction does not increase the number of existing dwelling units by ten (10) or more;
- (d)(f) Residential building additions, repairs or remodels provided that such work does not increase the number of existing dwelling units by ten (10) or more;
- (e)(g) Residential projects or mixed-use projects having residential units and located within the boundaries of the Fairview Development Center Specific Plan; and

13-328. Fairview Development Center Specific Plan.

All residential projects or mixed-use development projects having residential units and located within the boundaries of the Fairview Development Center Specific Plan shall be subject to the affordability requirements established by the provisions of the Specific Plan at the time of its adoption and are not subject to the requirements of this chapter.

13-329. Definitions.

As used in this chapter the following terms shall have the meanings set forth below. Terms not specifically defined herein shall have the meanings ascribed to them elsewhere in this code:

Affordable Housing Agreement. A legally binding recorded agreement and/or deed restriction in a form satisfactory to the director and the city attorney setting forth those provisions necessary to ensure that the requirements of the chapter are met, including but not limited to those specified in section 13-332.

Affordable Housing Plan. A plan containing all of the information specified and submitted in conformance with this chapter specifying the manner in which affordable units will be provided.

Affordable Housing Trust Fund. The fund into which all collected in-lieu fees are deposited for the purposes of furthering affordable housing goals within the City.

Affordable Rent. The maximum affordable housing cost minus any housing costs that are imposed on the tenant on a mandatory basis. The affordable housing cost is based on the percentages of AMI identified in the following table, as adjusted for household size appropriate for the unit (as defined in California Health and Safety Code Section 50052.5), times 30%:

Income Category	Percentage of AMI
Low Income	80%
Very Low Income	50%

Affordable Sales Price. The maximum price that can be charged to a moderate income household based on the calculation methodology defined in California Health and Safety Code Section 50052.5.

Affordable Unit. A dwelling unit that is required to be rented at the affordable rent or sold at the affordable sales price to very low, low- and moderate-income households.

Applicant. A person or entity that applies for approval or approvals for a residential project and/or owns the property or properties on which a residential project is proposed.

Area Median Income (AMI). The median household income of households in Orange County, adjusted for household size, as determined by the California Housing and Community Development department (HCD).

Director. The Director of Economic and Development Services or his or her designee.

Density Bonus. An increase in the number of units permitted in a proposed Residential Project provided pursuant to California State Density Bonus Law as set forth in Government Code Section 65915 et seq.

Extremely Low-Income Household. A household with a gross annual household Income that does not exceed 30% of AMI for Orange County as defined in California Health and Safety Code Section 50106.

Gross Annual Household Income. As defined in 25 Cal Code Regs. Section 6914 including any successor section thereto.

In-lieu Fee. The fee payable as an alternative to the construction of on-site affordable units.

Low-income Households. A household with a gross annual household income between 51% and 80% of AMI for Orange County as defined in California Health and Safety Code Section 50079.5.

Market-rate Unit. A dwelling unit offered on the open market at the prevailing market-rate for purchase or rental.

Moderate-income Household. A household with a gross annual household income between 81% and 120% of AMI for Orange County as defined in California Health and Safety Code Section 50093.

Ownership Project. A residential project that is intended to be sold for homeownership.

Rental Project. A residential project that is intended to be rented to tenants.

Residential Project. A project undertaken for the purpose of development of land for residential purposes that requires the issuance of a discretionary approval or permit, including a permit for construction, and that will include ten (10) or more dwelling units.

Very Low-income Households. A household with a gross annual household income that does not exceed 50% of AMI for Orange County, as defined in California Health and Safety Code Section 50105.

Zone Change. Any proposed change to the official zoning map. The terms rezone and zoning amendment shall also have the same meaning.

13-330. Affordable Housing Requirements.

The following requirements and standards shall apply to any residential project subject to this chapter:

(a) *Project Threshold*. The affordable housing requirements is applicable to any proposed residential project with ten (10)60 dwelling units or more and with a project site size of two (2) acres.

- (b) Number of Affordable Units. The minimum number of dwelling units required to be set aside as affordable units and the required affordability level(s) of the units are specified as follow:
 - (1) Rental Projects. An applicant of a rental project shall fulfill their obligation with onsite production of affordable rental units at either low or very-low income levels and the minimum required number of units shall be calculated based on the proposed project's base density.
 - a. For residential projects either rezoned to or located in the areas designated to be rezoned in the General Plan and/or within the boundaries of Figure 13-200.106 of section 13.200.106 at 60 or more dwelling units per acre: at least 1014% of the total applicable dwelling units proposed shall be affordable at the low-income level or at least 57% at the very-low income level.
 - b. For residential projects either rezoned to or located in the areas to be rezoned in the General Plan and/or within the boundaries of Figure 13-200.106 of section 13.200.106 at under 60 dwelling units per acre: at least 6% of the total applicable dwelling units proposed shall be affordable at the low-income level or at least 4% at the very-low income level.
 - For any partial affordable unit calculated, the applicant shall pay a fractional in-lieu fee payment in accordance with the adopted in-lieu fee schedule or round up the calculation to the highest whole number.
 - (2) Ownership Projects. An applicant of an ownership project may choose to fulfill their obligation with payment of in-lieu fees, onsite production of affordable ownership or rental units, offsite production of affordable ownership or rental units, or dedication of land. Onsite production of affordable units is not required for ownership projects.
 - a. The applicable in-lieu fee calculation for ownership residential projects shall be based on the requirements set forth in section 13-331(a).

- b. Should an applicant choose to fulfill their obligation with on-site production of affordable ownership units, the minimum set-aside requirement shall be at least 8% at the moderate-income level. All applicable requirements pursuant to this chapter for onsite production of affordable units shall also apply.
- (3) Residential Projects with Mixed Housing Types. If an applicant proposes a residential project that includes both ownership and rental units, the provisions of this chapter that apply to ownership projects shall apply to that portion of the development that consists of ownership units, while the provisions of this chapter that apply to rental projects shall apply to that portion of the development that consists of rental units.
- (4)(2) Parcel or Lot Merger. An applicant shall not avoid the requirements of this chapter by submitting piecemeal planning permit applications. At the time of the application for first approval for the residential project, the applicant shall identify all contiguous property under common ownership and control. The applicant shall not be required to construct dwelling units upon the contiguous property at the time of the application for first approval; however, the applicant shall be required to include the contiguous property under common ownership or control in its affordable housing plan. The affordable housing agreement shall be recorded against the residential project and all contiguous property under common ownership or control and shall require compliance with this chapter upon development of each contiguous property at such time as there are planning permit applications that would authorize residential units for the residential development and the contiguous property under common ownership or control.
- (c) Covenant Period. The affordable units shall remain affordable for a minimum period as specified in the subsection below or as stated in the affordable housing agreement or other agreement(s).
 - (1) For rental projects, the affordable units must remain affordable for not less than fifty-five (55) years. After fifty-five (55) years the affordability covenant may be removed only if the property is redeveloped as a non-residential use.

- (2) For ownership projects that fulfill their obligation with onsite production of affordable units, the affordable units must remain affordable for not less than forty-five (45) years.
- (d) *Timing of Construction.* The affordable units shall be constructed concurrently with or prior to the construction of market rate units.
 - (1) In phased developments, the affordable units shall be constructed in proportion to the number of dwelling units in each phase of the market rate project. The applicant shall provide a Construction Phasing Plan as part of their project plans for review by the director or their designee prior to the submittal of plans for a building permit.
- (e) Unit Size. The size of the affordable units shall be the same size as the market rate units but the final review authority may consider and approve affordable units no more than 15% smaller in square footage than the average square footage of the market rate units.
- (f) Bedroom Mix. The bedroom mix of the affordable units shall be proportional to the market rate units or as otherwise agreed in the affordable housing agreements or other approved agreements with the City.
- (g) Design. All exterior and interior improvements including floor plan design, finishes/materials, etc. for the affordable units shall be comparable, if not same, to the market rate units. The affordable units shall have same access to and enjoyment of all community amenities/facilities in the residential project. The final review authority may consider and approve alternative exterior and/or interior design improvements for the affordable units as long as it is comparably the same to the market rate units.
- (h) Location. Affordable Units shall be dispersed and evenly distributed throughout a residential project and not clustered in a particular area of the development or as otherwise agreed at the City's discretion in an affordable housing agreement. Affordable units within a residential project that share a common entrance or access shall not have separate entrances or access for market rate and affordable units.

(i) Certificate of Occupancy. No certificate of occupancy will be issued for any corresponding market rate unit in a new residential project prior to completion of the required affordable units (including offsite) and/or payment of in-lieu fees.

13-331. Alternative Compliance Procedures.

The following are the alternative options to fulfill the requirements of this chapter if onsite production of affordable units is determined by the director or their designee to be economically infeasible and would impose an extreme hardship. The director or their designee's determination shall be made based upon evidence of economic hardship provided by the applicant.

- (a) *In-Lieu Fees*. The payment of in-lieu fees may be used to fulfill the affordable housing requirement for the following residential projects: Ownership projects; rental projects with one-hundred (100) or fewer dwelling units; and any fractional number of affordable units required.
 - (1) In-lieu fees shall be paid prior to the issuance of the first building permit for the residential project unless specified and/or agreed elsewhere in recorded agreement(s) with the City. For phased developments, the applicant may pay a pro rata share of the in-lieu fee concurrently with the issuance of a building permit for each phase.
 - (2) In-lieu fees shall be paid according to a fee schedule adopted by the City Council. The in-lieu fee schedule shall be adjusted periodically on an annual basis or as determined by the City Council or their designee and shall be adopted by resolution.
 - (3) All in-lieu fees collected shall be deposited in to the City's housing trust fund.
- (b) Offsite Construction. Affordable units may be constructed offsite only upon a determination by the director or their designee that onsite production of affordable units is economically infeasible. If this alternative compliance option is chosen, then the offsite affordable units must be constructed prior to or concurrently with construction of the market rate residential project.

- (1) The offsite affordable units shall comply with all applicable requirements pursuant to this chapter for onsite production of affordable units.
- (2) The offsite location shall be located within the City of Costa Mesa boundaries and shall be located within a reasonable distance from the market rate residential project that is subject to the affordable housing requirement.
- (3) For residential projects for which a master plan is required, the affordable units may either be provided onsite or offsite on a separate parcel within the residential project's approved master plan boundaries.
- (c) Onsite Construction of Rental Units for Ownership Projects. An applicant of a market rate ownership project may construct affordable rental units concurrently with the market rate ownership units. The affordable rental units may be interspersed or located on a separate parcel within the market rate ownership project site and shall comply with all applicable requirements pursuant to this chapter for onsite production of units.
- (d)(c) Land Dedication. An applicant may dedicate, without cost to the City, land (single or multiple parcels) within the City of Costa Mesa boundaries that is sufficient to accommodate the number of affordable units required by the market rate project. The following requirements are applicable to any land proposed to be dedicated to the City to fulfill the affordable housing requirement:
 - (1) The land to be dedicated to the City shall be located in the City of Costa Mesa;
 - (2) The General Plan and zoning standards shall allow for residential use at a density sufficient to allow for the market rate project's required number of affordable units to be constructed;
 - (3) The land shall be suitable in terms of size, configuration, and physical characteristics including existing utilities, streets, and other infrastructure improvements necessary to allow for the market rate project's required number of affordable units to be constructed;
 - (4) The value of the land shall be equivalent or comparable to the in-lieu fee payment that would be applicable to the proposed residential project;

(5) The applicant shall provide property related report(s) to demonstrate the suitability and value of the land to be dedicated including but not limited to title report, appraisal report, and environmental site assessment(s).

13-332. Affordable Housing Agreement and Affordable Housing Plan.

The applicant shall prepare and submit a draft affordable housing agreement and affordable housing plan as part of the proposed residential project's planning application(s). The director shall review and determine if the plan and agreement are complete and in substantial conformance with the requirements of this chapter. This section shall not apply to residential projects where the developer fulfills their obligation with payment of in-lieu fees or land dedication.

- (a) Affordable Housing Plan Requirements. The applicant shall submit a plan detailing how the requirements of this chapter will be implemented. The plan shall include the following information but not limited to:
 - (1) The location, structure, proposed tenure (rental or ownership) and size of the proposed market rate and affordable units;
 - (2) The total number of affordable units to be provided and the calculations used to determine the number of required affordable units;
 - (3) A floor plan and site plan depicting the location of the affordable units;
 - (4) The income level targets for each affordable unit;
 - (5) The mechanisms that will be used to assure that the affordable units remain affordable for the required term as specified in section 13-330(b);
 - (6) A marketing plan for the process by which qualified households will be reviewed and selected to either purchase or rent affordable units; and
 - (7) Construction <u>phasing plan</u> schedule with the anticipated completion and opening date and as applicable for phased residential projects, a <u>phasing plan</u>.
- (b) Affordable Housing Agreement Requirements. Upon final project approval, the developer shall execute and record an affordable housing agreement in a form approved by the City Attorney, prior to approval of any final or parcel map or issuance

of any building permit, whichever occurs first, and that at a minimum specifies the number, type, location, size, and phasing of all affordable units, provisions for income certification and screening of potential purchasers or renters of units, and resale control mechanisms, including the financing of ongoing administrative and monitoring costs, consistent with the approved affordable housing plan and any administrative procedures adopted pursuant to section 13-338.

- (1) An affordable housing agreement will not be required for projects which will be satisfying their affordable housing requirement through payment to the City of an in-lieu fee.
- (2) The City Council, by resolution, may establish fees for the ongoing administration and monitoring of the affordable units, which fees may be updated periodically, as required.

13-333. Affordable Housing Trust Fund.

All in-lieu fees, promissory note repayments, shared appreciation payments and other funds collected under this chapter shall be deposited into a separate account to be designated as the City of Costa Mesa Affordable Housing Trust Fund. The City may elect to deposit funds from other sources into this affordable housing trust fund. The moneys and all earnings from investments of the moneys in the affordable housing trust fund shall be expended exclusively to provide or assure continued provision of affordable housing in the City through including but not limited to acquisition, construction, development assistance, rent subsidies, or first-time homebuyer programs, and for the associated costs of administering and monitoring these programs.

13-334. Density Bonus.

Pursuant to the California State Density Bonus Law (Government Code Section 65915 et seq), if the applicant is proposing to provide affordable ownership and/or rental units in exchange for an increase in density, concessions, incentives, or waivers/modifications of development standards, the affordable units required to fulfill the density bonus may also count as affordable units required in this chapter provided they also meet, or exceed, the requirements outlined in section 13-330.

13-335. Parking Requirements.

An applicant that provides affordable units pursuant to this chapter is not required to comply with the parking requirements set forth in section 13-85. A lower parking requirement may be allowed if supported by a parking study prepared by a traffic engineering firm with expertise in parking trends and demands, unless otherwise prohibited by state law. The parking study shall be reviewed and approved by the director or their designee.

13-336. Concurrent Processing.

Concurrent processing of planning application(s) and plan check application(s) may be allowed at the discretion of the director or their designee when the planning application(s) have been deemed complete. The applicant shall be required to enter into a hold harmless agreement with the City prior to any concurrent review.

13-337. Compliance Monitoring.

To ensure that affordable units constructed pursuant to this chapter are properly maintained and continue to comply with the applicable provisions of this chapter, the applicant or responsible party at the time shall submit annual compliance reports to the City for review. In addition, the City shall conduct periodic onsite audits to ensure compliance with all applicable laws, policies, and agreements. The City Council may adopt fees for the costs of monitoring and compliance review, which shall be deposited into the affordable housing trust fund for that purpose.

13-338. Administrative Procedures.

The City Manager is authorized to adopt administrative rules, regulations, policies, guidelines, standards, and/or procedures necessary to implement the provisions of this chapter including but not limited to eligibility requirements and/or preference standards that may be applied in the selection of homebuyers and tenants.

13-339. Enforcement.

(a) Violations of this chapter may be enforced by all available remedies at law or in equity, including, but not limited to those set forth in section 1-33 of this code.

(b) Failure of any city official, employee, or agent to fulfill and/or enforce the requirements of this chapter shall not excuse any person or property from the requirements of this chapter.

APPENDIX C

INCLUSIONARY HOUSING PROGRAM SURVEYS - ORANGE COUNTY INCLUSIONARY HOUSING: FINANCIAL EVALUATION COSTA MESA, CALIFORNIA

	Compliance Options	Set Aside %	On-site % Varies	F	Rental Development			vnership Developme		
Jurisdiction				Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period	In-Lieu Fee
Brea	Create on-site units; pay in- lieu fee. City provides incentives to mitigate the impact of the requirement.	10%	No	20	Undefined Percentages of Very Low & Low Income	55	20	120%	10	Calculated per project. Based on the Affordability Gap
Huntington Beach	Create on-site units; create off- site units; preserve or rehab existing housing; pay in-lieu fee.	10%	No	3	80%	55	3	120%	45	Sliding Scale: 3 to 30 units. In-Lieu Fee allowed for projects up to 100 units. Rental: \$3.58 to \$35.80/SF Ownership: \$2.54 to \$25.36/SF. The per SF measurement caps at 2,000 SF.
Irvine	Projects with fewer than 50 units can create on-site units; convert market rate housing to affordable housing; extend the term of an existing affordable project; pay in-lieu fee; transfer units to a nonprofit housing agency; create off-site units; donate land. Projects with 50+ units must produce the affordable units on site.	15%	No	Ordinance applies to all housing projects. 50 unit threshold for the production requirement	of hadrooms	30	Ordinance applies to all housing projects. 50 unit threshold for the production requirement	5% @ 50% + 5% @ 80% + 5% @ 120%. Defined credits for deeper affordability & # of bedrooms.	30	Calculated per project. The calculation methodology is based on the average land value in Irvine, the average density of housing in Irvine, and a defined predevelopment cost allowance. Formula: [(Land Value ÷ Density) + Predevelopment Allowance] x Percentage Share of Cost related to affordable units not being produced
Laguna Beach	Create on-site; pay in-lieu fee.	25%	No	2-subdivision 3-other	Low and Moderate		2-subdivision 3-other	Low and Moderate		\$247,317 per affordable rental unit. \$348,197 per affordable ownership unit or lot.
Laguna Woods	Create on-site units; create off- site units; pay in-lieu fee; donate land.	15%	No	5	7.5% @ VL + 7.5% @ Low	45	5	10% @ Low + 5% @ Mod	45	In-lieu fee is allowed for ownership housing developments that can prove to the City Council's satisfaction that including affordable units is financially infeasible. The fee is calculated based on: the median price of homes sold in Laguna Woods during the last quarter of the previous calendar year minus the affordable price for a 2-bedroom unit.
La Habra	Create on-site units; create off- site units; pay in-lieu fee; acquisition/rehabilitation.	15%	No	10	9% Mod or 6% VL & Low	55	10	110%	45	\$6.50 per square foot of total building area

APPENDIX C

INCLUSIONARY HOUSING PROGRAM SURVEYS - ORANGE COUNTY INCLUSIONARY HOUSING: FINANCIAL EVALUATION COSTA MESA, CALIFORNIA

				Rental Development			Ownership Development				
Jurisdiction	Compliance Options	Set Aside %	On-site % Varies	Threshold Project Size	% of AMI	Covenant Period	Threshold Project Size	% of AMI	Covenant Period	In-Lieu Fee	
San Clemente	Create on-site units; create off- site units, pay in-lieu fee; donate land.	4%	No	6	Very Low	30	6	Very Low	30	Based on the greater of 1% of construction costs as determined by the Building Division or 2% of the affordability gap determined by the formula in the Housing Element.	
San Juan Capistrano	Create on-site units; create off- site units; preserve or rehab existing housing; pay in-lieu fee; donate land.	10%	No	2		55	2		55	Based on 90% of the Affordability Gap, which is updated monthly based on benchmark market prices	
Santa Ana	Only applies to changes in land use and zoning designations. Create on-site units; off-site units; pay in-lieu fee.	Rental: 5% / 15% & Own: 5%	No	5	15% @ Low or 10% @ VL or 5% @ ELI or 5% Low + 3% VL +2% ELI	55	5	120%	55	Fee charged per sf of habitable area: 5-9: \$6.00; 10-14: \$9.00; 15-19: \$12; 20+: \$15. Discounts for use of skilled and trained labor force	
Costa Mesa	Only applies to rezone areas. Create on-site units; create off-site units; pay in- lieu fee; donate land.	Rental: 10% or 5% Own: in-lieu fee	No	60 du/ac + 2- acre min. site size	10% @ Low or 5% @ VL	55	10	Moderate	45	(In-lieu fee study in progress)	

AFFORDABLE RENT CALCULATIONS **2023 INCOME STANDARDS APARTMENT DEVELOPMENT**

INCLUSIONARY HOUSING: FINANCIAL EVALUATION

COSTA MESA, CALIFORNIA

I.	General Assumptions Area Median Income (AMI) Monthly Utilities Allowance	1 2	\$89,450 \$95	One-Bedroom Units \$102,250 \$111	Two-Bedroom Units \$115,000 \$148	Three-Bedroom Units \$127,800 \$183
II.	Affordable Rent Calculations					
	A. <u>Very Low Income - Rent Based on 50% AMI</u> Benchmark Annual Household Income Percentage of Income Allotted to Housing Expenses	3	\$44,725 30%	\$51,125 30%	\$57,500 30%	\$63,900 30%
	Annual Income Available for Housing Expenses Monthly Income Available for Housing Expenses		\$13,418 \$1,118	\$15,338 \$1,278	\$17,250 \$1,438	\$19,170 \$1,598
	(Less) Monthly Utilities Allowance		(95)	(111)	(148)	(183)
	Maximum Allowable Rent		\$1,023	\$1,167	\$1,290	\$1,415
	B. Low Income - Rent Based on 80% AMI Benchmark Annual Household Income Percentage of Income Allotted to Housing Expenses	4	\$71,560 30%	\$81,800	\$92,000	\$102,240 30%
	Annual Income Available for Housing Expenses Monthly Income Available for Housing Expenses		\$21,468 \$1,789	\$24,540 \$2,045	\$27,600 \$2,300	\$30,672 \$2,556
	(Less) Monthly Utilities Allowance Maximum Allowable Rent		(95)	(111)	(148)	(183)
	C. Moderate Income - Rent Based on 110% AMI Benchmark Annual Household Income Percentage of Income Allotted to Housing Expenses	3	\$98,395 30%	\$112,475 30%	\$126,500 30%	\$140,580 30%
	Annual Income Available for Housing Expenses Monthly Income Available for Housing Expenses		\$29,519 \$2,460	\$33,743 \$2,812	\$37,950 \$3,163	\$42,174 \$3,515
	(Less) Monthly Utilities Allowance		(95)	(111)	(148)	(183)
	Maximum Allowable Rent		\$2,365	\$2,701	\$3,015	\$3,332

Prepared by: Keyser Marston Associates File name: 11 30 23 Rent Comparison; Incl Aff Rent

¹ Based on the 2023 Orange County household incomes published by the California Department of Housing & Community Development (HCD). The benchmark household size is set at the number of bedrooms in the unit plus one.

Based on the Orange County Housing Authority utilities allowance schedule effective as of October 1, 2023. Assumes: Electric Cooking, Electric Heating, and Electric Water Heater; and Basic Electric.

³ Based on the calculation methodology defined in California Health & Safety Code Section 50053.

⁴ Based on 80% of AMI. This percentage of AMI is based on the standard identified in AB 1505.

TABLE 2

AFFORDABLE RENT CALCULATIONS
2023 INCOME STANDARDS
APARTMENT DEVELOPMENT
GOVERNMENT CODE SECTION 65915 RENTS

COSTA MESA, CALIFORNIA

ı.	General Assumptions Area Median Income (AMI) Monthly Utilities Allowance	1 2	\$89,450 \$95	One-Bedroom	Two-Bedroom Units \$115,000 \$148	Three-Bedroom Units \$127,800 \$183
II.	Affordable Rent Calculations					
	A. Very Low Income - Rent Based on 50% AMI Benchmark Annual Household Income Percentage of Income Allotted to Housing Expenses	3	\$44,725 30%	\$51,125 30%	\$57,500 30%	\$63,900 30%
	Annual Income Available for Housing Expenses Monthly Income Available for Housing Expenses		\$13,418 \$1,118	\$15,338 \$1,278	\$17,250 \$1,438	\$19,170 \$1,598
	(Less) Monthly Utilities Allowance		(95)	(111)	(148)	(183)
	Maximum Allowable Rent		\$1,023	\$1,167	\$1,290	\$1,415
	B. Low Income - Rent Based on 60% AMI Benchmark Annual Household Income	3	\$53,670	\$61,350	\$69,000	\$76,680
	Percentage of Income Allotted to Housing Expenses		30%	30%	30%	30%
	Annual Income Available for Housing Expenses Monthly Income Available for Housing Expenses		\$16,101 \$1,342	\$18,405 \$1,534	\$20,700 \$1,725	\$23,004 \$1,917
	(Less) Monthly Utilities Allowance		(95)	(111)	(148)	(183)
	Maximum Allowable Rent		\$1,247	\$1,423	\$1,577	\$1,734
	C. Moderate Income - Rent Based on 110% AMI Benchmark Annual Household Income Percentage of Income Allotted to Housing Expenses	3	\$98,395 30%	\$112,475 30%	\$126,500 30%	\$140,580 30%
	Annual Income Available for Housing Expenses Monthly Income Available for Housing Expenses		\$29,519 \$2,460	\$33,743 \$2,812	\$37,950 \$3,163	\$42,174 \$3,515
	(Less) Monthly Utilities Allowance		(95)	(111)	(148)	(183)
	Maximum Allowable Rent		\$2,365	\$2,701	\$3,015	\$3,332

Prepared by: Keyser Marston Associates
File name: 11 30 23 Rent Comparison; DB Aff Rent

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Based on the 2023 Orange County household incomes published by the California Department of Housing & Community Development (HCD). The benchmark household size is set at the number of bedrooms in the unit plus one.

Based on the Orange County Housing Authority utilities allowance schedule effective as of October 1, 2023. Assumes: Electric Cooking, Electric Heating, and Electric Water Heater; and Basic Electric.

³ Based on the calculation methodology defined in California Health & Safety Code Section 50053.

Corridor Areas

