



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, November 19, 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 technical difficulties or experiencing any other critical issues, and unless required by the Brown Act, the meeting will continue in person.

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

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[pwd=_XoNBT2uciL7zrDsFj4A9Q9srLgExg.bQEU-le6VvXjPDeL](https://us06web.zoom.us/j/81879579049?pwd=_XoNBT2uciL7zrDsFj4A9Q9srLgExg.bQEU-le6VvXjPDeL)

Or sign into Zoom.com and “Join a Meeting”

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- Select “Join Audio via Computer.”
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- 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: 818 7957 9049/ Password: 608584

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. This includes items submitted for the overhead screen during the meeting. Items submitted for the overhead screen should be 1 page and provided to the City Clerk prior to the start of the meeting. 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>. Las agendas y los informes se pueden ver en español en el sitio web de la Ciudad en <https://www.costamesaca.gov/trending/current-agendas/spanish-city-council-agendas>.

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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:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to California Government Code Section 54956.8
APN: 424-051-23; Property: 778 Shalimar Drive, Costa Mesa, CA 92627
Agency Negotiators: Lori Ann Farrell Harrison, City Manager
Negotiating Parties: Dominic Bulone
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: City of Costa Mesa v. D'Alessio; 1963 Wallace Ave.
Orange County Superior Court Case No. 30 2020 01133479
3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to California Government Code Section 54956.8
APN: 424-211-01; Property: 695 W. 19th Street, Costa Mesa, CA 92627
Agency Negotiators: Lori Ann Farrell Harrison, City Manager
Negotiating Parties: Jamboree Housing
Under Negotiation: Price and Terms of Payment

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

NOVEMBER 19, 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

KIMBERLY HALL BARLOW
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. Proclamation: Movember

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 Harper
2. Council Member Marr
3. Council Member Reynolds
4. Council Member Chavez
5. Council Member Gameros
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. [PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL 24-384 ORDINANCES AND RESOLUTIONS](#)

RECOMMENDATION:

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

2. [READING FOLDER](#) [24-385](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Stacy Mai, Nicholas Meldrum, Norman Meldrum, Jinzi Quan.

3. **ADOPTION OF WARRANT RESOLUTION** **24-360**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2725.

Attachments: [1. Summary Check Register 10-03-24](#)
[2. Summary Check Register 10-04-24](#)
[3. Summary Check Register 10-10-24](#)
[4. Summary Check Register 10-17-24](#)
[5. Summary Check Register 10-24-24](#)
[6. Summary Check Register 10-31-24](#)

4. **MINUTES** **24-386**

RECOMMENDATION:

City Council approve the minutes of the regular meeting of October 15, 2024.

Attachments: [1. 10-15-2024 Draft Minutes](#)

5. **REVIEW AND APPROVE RECOMMENDED CITY COUNCIL MEETING 24-383
CALENDAR FOR 2025**

RECOMMENDATION:

Review and approve the proposed City Council Meeting Calendar for 2025.

6. **AMENDMENT OF THE MICROSOFT ENTERPRISE AGREEMENT 24-396
RENEWAL**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the purchase of additional Microsoft Enterprise subscription licenses through Dell Technologies in the amount of \$36,383.
2. Authorize the City Manager to approve and execute future purchases of additional licenses for staff hires, not to exceed a total amount of \$94,248.

7. [**AUTHORIZE THE PURCHASE OF VEHICLES FROM SELMAN 24-391
CHEVROLET**](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the purchase of two (2) Chevrolet Equinox EV and one (1) Chevrolet Silverado Trail Boss for a total of \$157,970.05 from Selman Chevrolet located at 1800 E. Chapman Avenue, Orange, CA, 92867.
2. Authorize the City Manager or designee to execute the necessary documents for the purchase.

8. [**MEASURE M2 EXPENDITURE REPORT**](#) [**24-393**](#)

RECOMMENDATION:

Staff recommends the City Council adopt the proposed Resolution No. 2024-xx, (Attachment 1) approving the Measure M2 Expenditure Report and authorizing staff to submit the report to the Orange County Transportation Authority (OCTA).

Attachments: [1. Proposed Resolution No. 2024-xx](#)
[2. Measure M2 Expenditure Report](#)

9. [**RESOLUTION FOR SUBMITTAL OF A GRANT APPLICATION FOR 24-394
THE REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM
\(PROJECT P\) FUNDING**](#)

RECOMMENDATION:

Staff recommends the City Council adopt the proposed Resolution No. 2024-xx, approving the submittal of a grant application for the Regional Traffic Signal Synchronization Program (Project P) under the Orange County Transportation Authority's (OCTA's) Comprehensive Transportation Funding Program (CTFP) for Fiscal Years 2025-2026 to 2027-2028.

Attachments: [1. Proposed Resolution No. 2024-xx](#)

10. SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY 24-395 IMPROVEMENTS

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Kimley-Horn and Associates, Inc. for professional engineering design services for the Signal Modernization for Systemic Safety Improvements project (Federal Project No. HSIPL-5312(107)) in the amount of \$300,729.75 (Attachment 1), in substantially the form as attached and in such final form as approved by the City Attorney.
2. Authorize a ten percent (10%) contingency in the amount of \$30,073 for any additional services that may be required by the project.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

Attachments: [1. Proposed PSA](#)

11. ACCEPTANCE OF THE CONNECTOR PIPE SCREEN INSTALLATION 24-397 PROJECT, PHASE IV, CITY PROJECT NO. 23-08

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by United Storm Water, Inc. and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date.

**12. [ACCEPTANCE OF CALRECYCLE SB 1383 LOCAL ASSISTANCE 24-399
OWR4 GRANT FUNDS](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Accept \$295,972 in grant funds from the California Department of Resources Recycling and Recovery (CalRecycle) SB 1383 Local Assistance OWR4 Grant Program.
2. Authorize the City Manager or designee with signature authority to execute all documents necessary to implement the grant and all grant-related reports to CalRecycle.
3. Authorize revenue and expense appropriations in the amounts of \$295,972, respectively, to account for the SB 1383 grant award in the City's State Grant Fund (Fund 231).

Attachments: [1. OWR4 1383 Local Assistance Grant Program Awards](#)

**13. [AWARD THE MAINTENANCE SERVICES AGREEMENT FOR 24-402
SIDEWALK INSPECTIONS WITH PRECISION CONCRETE CUTTING](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Award the Maintenance Services Agreement (MSA) for citywide sidewalk inspections with Precision Concrete Cutting, for an initial two-year period with three one-year renewal periods for a not-to-exceed annual amount of \$150,000.
2. Authorize the City Manager or designee to execute the agreement and future amendments to this agreement within Council authorized limits.

Attachments: [1. College Buys Contract](#)
[2. MSA with Precision Concrete Cutting](#)

14. [AWARD THE MAINTENANCE SERVICES AGREEMENT FOR TREE 24-401 MAINTENANCE SERVICES AND TREE CARE WITH WEST COAST ARBORISTS, INC.](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Award the Maintenance Services Agreement (MSA) with West Coast Arborists, Inc. for tree maintenance services and tree care in the annual amount of \$1,100,000, based on pricing provided through a cooperative agreement with the City of Rialto, for a term for an initial three-year period, effective December 1, 2024 - June 30, 2029, with the option of two one-year renewal period.
2. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs, and approval for Consumer Price Index (CPI) escalation and de-escalation.
3. Authorize the City Manager or designee to execute the agreement and future amendments to this agreement within Council authorized limits.

Attachments: [1. City of Rialto RFB 24-025 WCA Agreement](#)
[2. WCA Agreement](#)

15. [AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH LYONS 24-404 SECURITY TO PROVIDE SECURITY GUARD SERVICES FOR THE LIONS PARK CAMPUS, THE COSTA MESA SENIOR CENTER, AND OPEN NMUSD CAMPUSES](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Lyons Security Inc. for an annual amount of \$490,000 towards unarmed security guard services for the Lions Park Campus, the Costa Mesa Senior Center, and three Newport Mesa Unified Campuses (Attachment 1).
2. Authorize the City Manager and City Clerk to execute the PSA.
3. Authorize the City Manager and City Clerk to execute future changes and amendments to the agreement and allow up to an additional 10% contingency in the amount of \$49,000.

Attachments: [1. Lyons Security Services, Inc. PSA](#)

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

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

PUBLIC HEARINGS:

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

1. [**PUBLIC HEARING ON ISSUANCE OF TAX-EXEMPT BONDS FOR 24-403
MESA VISTA APARTMENTS AND RESOLUTION APPROVING THE
ISSUANCE OF BONDS**](#)

RECOMMENDATION:

1. Conduct a Tax Equity and Fiscal Responsibility Act Hearing, as required by Section 147(f) of the Internal Revenue Code of 1986 to receive comments in consideration of the issuance of tax-exempt bond financing by the California Statewide Communities Development Authority for the benefit of Costa Mesa M6 LP, to provide financing for the acquisition, construction, improvement, and equipping of an 87-unit multifamily rental housing project generally known as Mesa Vista Apartments.
2. Adopt a resolution approving the issuance of Bonds by the California Statewide Communities Development Authority not to exceed \$25,000,000 for the benefit of Costa Mesa M6 LP, to provide financing for the acquisition, construction, improvement, and equipping of an 87-unit multifamily rental housing project generally known as Mesa Vista Apartments.

Attachments: [1. CDLAC Resolution](#)
[2. CTCAC Reservation Letter/Staff Report](#)
[3. TEFRA Resolution - Mesa Vista](#)

2. [**PUBLIC HEARING REGARDING THE DEVELOPMENT IMPACT FEES 24-387
ANNUAL REPORT AND THE TRAFFIC IMPACT FEE ANALYSIS FOR
THE FISCAL YEAR ENDED JUNE 30, 2024**](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Receive and file the Development Impact Fees Annual Report (Attachment 1) for the Fiscal Year ended June 30, 2024.
2. Adopt resolution (Attachment 2) continuing the citywide traffic impact fee for new development that incorporates recommendations from the Traffic Impact Fee Ad Hoc Committee and staff, which include:
 - Adopt a traffic impact fee of \$228 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 (Attachment 6).

Attachments: [1. 2023-24 DIF Report](#)
[2. Traffic Impact Fee Resolution](#)
[3. Citywide Traffic Impact Fee Annual Report](#)
[4. Revised TIF Calculation 2024](#)
[5. Chronology of City Council Actions](#)
[6. FY23-24 TIF Accounting](#)

OLD BUSINESS:

1. [INTRODUCTION AND FIRST READING OF AN ORDINANCE 24-364 AMENDING TITLE 3 \(ANIMAL REGULATIONS\) OF THE COSTA MESA MUNICIPAL CODE BY AMENDING CHAPTER I \(IN GENERAL\) AND CHAPTER VI \(SPECIAL ANIMAL PERMIT\) TO PROVIDE FOR BEEKEEPING AND TO CLARIFY APPEAL PROCEDURES FOR SPECIAL ANIMAL PERMITS](#)

RECOMMENDATION:

Staff recommends the City Council introduce for first reading the attached Ordinance No. 2024-XX amending Title 3 (Animal Regulations) of the Costa Mesa Municipal Code by amending Chapter I (In General) and Chapter VI (Special Animal Permit) to allow for the lawful keeping of bees and/or hives within the City and to clarify appeal procedures for special animal permits.

Attachments: [1. CMMC BEEKEEPING ORDINANCE](#)
[2. Residential Beekeeping Application](#)
[3. Residential Beekeeping Best Management Practices](#)

NEW BUSINESS:

1. [AWARD OF THE 2024-2025 CITYWIDE PARKWAY MAINTENANCE, 24-398 STREET REHABILITATION, AND SLURRY SEAL PROJECT, CITY PROJECT NO. 24-03, AND FINDING OF CALIFORNIA ENVIRONMENTAL QUALITY ACT \(CEQA\) CATEGORICAL EXEMPTION](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301.
2. Adopt plans, specifications, and working details for the 2024-2025 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, City Project No. 24-03.
3. Award a Public Works Agreement (PWA) for construction to Onyx Paving Company, Inc., 2890 East La Cresta Avenue, Anaheim, California 92806 in the amount of \$9,163,000 (Base Bid).
4. Authorize the City Manager and City Clerk to execute the PWA with Onyx Paving Company, Inc., and future amendments to the agreements within Council authorized limits.
5. Authorize an additional ten percent (10%) contingency, in the amount of \$916,300 for construction, as needed for any unforeseen costs related to this 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. Location Maps](#)
[2. Bid Abstract](#)
[3. Public Works Agreement](#)

2. [APPROVE THE ACQUISITION OF REAL PROPERTY LOCATED AT 24-407 778 SHALIMAR DRIVE, COSTA MESA, CA 92627 FOR EVALUATION OF COMMUNITY SERVING PUBLIC USES](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Determine the acquisition of the property is exempt from analysis under the California Environmental Quality Act (CEQA).
2. Approve the acquisition of real property located at 778 Shalimar Drive, Costa Mesa, CA 92627 for evaluation of community serving public uses.
3. Authorize the release of all contingency items related to the Real Estate Purchase Agreement, including appraisal and inspections.
4. Authorize a budget appropriation in the amount of \$1.5 million from audited General Fund Unassigned Fund Balances for the acquisition of 778 Shalimar Drive, Costa Mesa, CA 92627.
5. Authorize the City Manager and City Clerk to execute any and all real estate purchase documents, disclosures, escrow paperwork and future authorized changes and amendments necessary.

Attachments: [1. Real Property Purchase Agreement - 778 Shalimar Drive](#)
[2. Site Plan](#)
[3. Site Photos](#)
[4. Vicinity Map](#)
[5. ACFR Fund Balance Reserves](#)

3. **ADOPTION OF SALARY AND BENEFIT RESOLUTIONS FOR THE 24-406
COSTA MESA DIVISION MANAGERS ASSOCIATION (CMDMA),
CONFIDENTIAL MANAGEMENT UNIT AND EXECUTIVE EMPLOYEES**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and Adopt Resolution Number 2024-XX revising the pay ranges and benefits for the Costa Mesa Division Managers Association.
2. Approve and Adopt Resolution Number 2024-XX revising the pay ranges and benefits for the Confidential Management Unit.
3. Approve and Adopt Resolution Number 2024-XX revising the pay ranges and benefits for Executive Employees.

Attachments: [1. SALARY RESOLUTION - CMDMA](#)
[2. SALARY RESOLUTION - CMU](#)
[3. SALARY RESOLUTION - EXECUTIVE](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-384

Meeting Date: 11/19/2024

TITLE:

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

RECOMMENDATION:

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



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-385

Meeting Date: 11/19/2024

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Stacy Mai, Nicholas Meldrum, Norman Meldrum, Jinzi Quan.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-360

Meeting Date: 11/19/2024

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: FINANCE DEPARTMENT

PRESENTED BY: CAROL MOLINA, FINANCE DIRECTOR

CONTACT INFORMATION: CAROL MOLINA, FINANCE DIRECTOR AT (714) 754-5243

RECOMMENDATION:

City Council approve Warrant Resolution No. 2725.

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. 24-20 On Cycle for \$3,898,458.86, No. 24-21 On Cycle for \$3,771,599.41, 24-21 "A" Off Cycle for 105,000.00, and 24-22 On Cycle for 3,723,833.76, and City operating expenses for \$7,726,631.11.

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0249721	9/24/2024	V	Mid SoCal Area AA <i>Line Description:</i> Did not received check.	0000030652	08/16/24	(500.00)
0250004	9/24/2024	V	Connell Chevrolet <i>Line Description:</i> Duplicate payment.	0000001763	09/13/24	(20.72)
TOTAL						(\$520.72)

161,615.87
1,179.91
808,776.72
(500.00)
(20.72)
0.00
\$ 971,051.78

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1
Run Date Sep 26,2024
Run Time 2:57:39 PM

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0250317	09/27/24	O	Red Wing Business Advantage Account <i>Line Description: Overflow</i>	0000003772	0.00
TOTAL					0.00

Bank: CITY
Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250249	09/27/24	P	CalPERS Long-Term Care Program	0000006287	85.42
Line Description: Payroll Deduction 24-20					
0250250	09/27/24	P	Pamela Lilly	0000025324	750.00
Line Description: Payroll Deduction 24-20					
0250251	09/27/24	P	State of California	0000001546	344.49
Line Description: Payroll Deduction 24-20					
TOTAL					\$1,179.91

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250252	09/27/24	P	Arthur J Gallagher Risk Management Svc	0000022226	48,471.00
			Line Description: 7/1/23-6/30/24 Final Audit		
0250253	09/27/24	P	Cabco Yellow Inc	0000028576	39,104.17
			Line Description: Medical Transpnt-Aug 2024		
			Sr Mobility Prog-Aug 2024		
0250254	09/27/24	P	Endemic Environmental Services Inc	0000021277	16,011.19
			Line Description: FVP Wetland Maint 8/16-8/31/24		
0250255	09/27/24	P	LINA	0000015623	34,350.57
			Line Description: LTD Ins Prem Sep 24		
			Retiree Ins Prem Sep 24		
			Voluntary Life Ins Prem Sep 24		
			Active Life/AD&D Ins Prem Sep		
0250256	09/27/24	P	Law Office of James B Abeltin	0000030975	145,000.00
			Line Description: Trip & Fell Stlmnt-12/21/20		
0250257	09/27/24	P	Orange County Treasurer Tax Collector	0000003489	68,336.15
			Line Description: Newport Bay TMDL Share Cost		
			NPDES Water Quality Implmnt		
0250258	09/27/24	P	Pivot Solutions LLC	0000030415	26,884.46
			Line Description: 727-Paint and Body Repair		
			796-Paint and Body Repair		
			797-Paint and Body Repair		
			306-Body Repair and Paint		
			737-Paint and Body Repair		
0250259	09/27/24	P	Priceless Pet Rescue	0000026000	40,000.00

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Animal Shelter Adop Sep 2024		
0250260	09/27/24	P	SHI International Corp	0000016007	47,823.04
			<i>Line Description:</i> ACROBAT PRO DC ADOBE PHOTOSHOP ILLUSTRATOR ACROBAT STANDARD DC ACROBAT CREATIVE CLOUD		
0250261	09/27/24	P	Talimar Systems Inc	0000025939	24,478.72
			<i>Line Description:</i> INSTALLATION OFFICE FURNITURE SALES TAX (7.75%)		
0250262	09/27/24	P	The Webstaurant Store, LLC	0000030787	19,497.60
			<i>Line Description:</i> INSTALLATION ICE MACHINE HAUL AWAY SHIPPING LIFTGATE 5 YEAR WARRANTY PREVENTATIVE MAINTENANCE PROGR WATER FILTRATION SYSTEM SALES TAX (7.75%)		
0250263	09/27/24	P	Titan Fire Protection, Inc	0000030488	17,800.00
			<i>Line Description:</i> Fire Sprinkler Repairs		
0250264	09/27/24	P	Ware Disposal Inc	0000000255	31,186.91
			<i>Line Description:</i> August 2024 City Facilities September 2024 City Facilities August 2024 City Facilities July 2024 City Facilities		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250265	09/27/24	P	Wittman Enterprises LLC	0000026639	16,192.00
			Line Description: August 2024		
0250266	09/27/24	P	Yunex LLC	0000029573	28,917.05
			Line Description: Routine Maint Aug 2024		
			Signal Hanging		
			PPB Hit		
			Communication Issue		
			Routine Maint July 2024		
0250267	09/27/24	P	32nd District Agricultural Assn	0000003432	150.00
			Line Description: Officer Training Sep 24		
0250268	09/27/24	P	ARC	0000022726	276.43
			Line Description: CMPD Patch Brochure		
			Fire Values Poster 2024		
			Health Fair Expo Banners		
0250269	09/27/24	P	AT & T	0000001107	117.70
			Line Description: Internet-Fleet Svs 9/15-10/14		
0250270	09/27/24	P	AT & T	0000001107	166.15
			Line Description: 911 Cama Trunks 9/14-10/13/24		
0250271	09/27/24	P	AT&T Mobility LLC	0000030878	783.61
			Line Description: CMFR MCT BB Internet Aug 24		
0250272	09/27/24	P	AVNI Enterprises Inc	0000030676	3,438.14
			Line Description: Parts for Fire Apparatus on an		
			Parts for Fire Apparatus on an		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250273	09/27/24	P	AY Nursery	0000001142	3,448.00
			Line Description: Plants		
0250274	09/27/24	P	Angel Auto Spa LLC	0000027465	3,488.19
			Line Description: City Car Wash-Aug 2024		
			CMPD Car Wash-Aug 2024		
0250275	09/27/24	P	Beau Hossler	0000029714	120.00
			Line Description: Basketball Referee-9/23/24		
			Basketball Referee-9/18/24		
0250276	09/27/24	P	Bee Busters Inc	0000007572	110.00
			Line Description: Colony Abatement		
0250277	09/27/24	P	Blue Cosmo	0000026920	684.92
			Line Description: Satellite Phone Svcs-Sep 2024		
0250278	09/27/24	P	Bureau Veritas North America Inc	0000016616	2,074.69
			Line Description: Plan Check Svc		
0250279	09/27/24	P	CA Dept of Tax & Fee Administration	0000025959	1,295.27
			Line Description: Underground Storage Tank-CY		
			Underground Storage Tank Fee		
			Underground Storage Tank-FS #6		
0250280	09/27/24	P	CAPF	0000004755	2,419.00
			Line Description: Long Term Disability		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250281	09/27/24	P	CDW Government Inc	0000005402	4,659.59
		<i>Line Description:</i>	LOGITECH MX RECYCLING FEE DELL ULTRASHARP SALES TAX (7.75%) SAMSUNG ODYSSEY G9		
0250282	09/27/24	P	CSG Consultants Inc	0000001887	2,167.55
		<i>Line Description:</i>	Plan Check Svc-Aug 24		
0250283	09/27/24	P	California Forensic Phlebotomy Inc	0000001500	4,440.00
		<i>Line Description:</i>	Blood Draw Svc-Aug 2024		
0250284	09/27/24	P	Canon Financial Services Inc	0000023241	860.36
		<i>Line Description:</i>	Copier Lease-Jul 24 Copier Lease-Jul 2024 Copier Lease-Aug 2024 Copier Lease-Sep 2024		
0250285	09/27/24	P	City of Newport Beach	0000003327	2,730.76
		<i>Line Description:</i>	Shared Maint/Op Jan-Jun 2024		
0250286	09/27/24	P	Continental Interpreting Services Inc	0000024355	2,600.00
		<i>Line Description:</i>	Interpreting Svc-7/16/24 InterpretingSvc-8/16/24		
0250287	09/27/24	P	Costa Mesa Auto Glass	0000010001	636.97
		<i>Line Description:</i>	Window Tini-Unit #778		
0250288	09/27/24	P	Demetrius Mayhand	0000030111	60.00
		<i>Line Description:</i>	Basketball Referee-9/18/24		

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0250289	09/27/24	P	Dooley Enterprises Inc	0000002026	12,141.27
			<i>Line Description:</i> SWAT Training Ammunition		
0250290	09/27/24	P	Eduardo Iniestra	0000029307	600.00
			<i>Line Description:</i> DJ SERVICES		
0250291	09/27/24	P	FM Thomas Air Conditioning Inc	0000017151	11,500.00
			<i>Line Description:</i> Install 7 RoofTop Units @Shelt		
0250292	09/27/24	P	Fed Ex	0000002190	16.64
			<i>Line Description:</i> Ground Delivery Fee		
0250293	09/27/24	P	Forensic Nurse Specialists Inc	0000014039	1,200.00
			<i>Line Description:</i> Victim Physical-7/16/24		
0250294	09/27/24	P	Gabrielle McLean	0000030074	2,500.00
			<i>Line Description:</i> Youth Art Wall Final Payment		
0250295	09/27/24	P	Getty Images US Inc	0000003307	3,700.00
			<i>Line Description:</i> Subscription Renewal		
0250296	09/27/24	P	Grainger	0000002393	118.95
			<i>Line Description:</i> Stock Stock		
0250297	09/27/24	P	Hinderliter De Llamas & Associates	0000002537	3,800.00
			<i>Line Description:</i> Cannabis Mgnt-Aug 2024		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250298	09/27/24	P	Hirsch Pipe & Supply Company Inc	0000026475	185.89
			Line Description: Plumbing Supplies		
0250299	09/27/24	P	Interwest Consulting Group Inc	0000021505	700.00
			Line Description: Plan Reivew Svc-Jul 2024		
0250300	09/27/24	P	Kimball Midwest	0000006819	1,751.69
			Line Description: Shop Supplies		
			Shop Supplies		
			Shop Supplies		
0250301	09/27/24	P	La Michoacana Delights	0000030974	669.88
			Line Description: Refreshments Hispanic Heritage		
0250302	09/27/24	P	Langlois Fancy Frozen Foods	0000030651	259.20
			Line Description: Jail Food Services Aug24		
0250303	09/27/24	P	Liebert Cassidy Whitmore	0000002960	3,721.00
			Line Description: LEGAL SERVICES - HR		
			LEGAL SERVICES - HR		
			LEGAL SERVICES - HR		
			LEGAL SERVICES - HR		
			LEGAL SERVICES - HR		
			LEGAL SERVICES - HR		
0250304	09/27/24	P	Los Angeles Times	0000003000	2,010.37
			Line Description: Legal Publications		
			Legal Notices		
0250305	09/27/24	P	Magic Jump Rentals Orange County LLC	0000029291	1,122.80
			Line Description: INFLATABLE RENTAL		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250306	09/27/24	P	Merrimac Energy Group	0000021566	1,550.00
			Line Description: Rent Temporary Fuel Tank @ FS#		
0250307	09/27/24	P	Mesa Verde Partners	0000006080	6,750.00
			Line Description: CIP-ADA Sidewalk Ramp Proj		
0250308	09/27/24	P	MetLife Legal Plans Inc	0000014707	4,416.00
			Line Description: MetLife Legal Sep 2024		
0250309	09/27/24	P	Mid SoCal Area AA	0000030652	500.00
			Line Description: Refund Rec Dep 2008046.002		
			Refund Rec Dep 2008046.002		
0250310	09/27/24	P	Mike Raahauges Shooting Enterprises	0000006853	100.00
			Line Description: Range Fee for SWAT		
0250311	09/27/24	P	NotePage Inc	0000029377	395.00
			Line Description: PAGEGATE RENEWAL		
0250312	09/27/24	P	Pacific Medical Waste	0000029793	191.55
			Line Description: Biohazard Disposal Aug 24		
0250313	09/27/24	P	Pacific Plumbing of Southern California	0000030657	1,870.00
			Line Description: Citywide Plumbing Services		
0250314	09/27/24	P	Planet Plexi Corp	0000028864	10,073.80
			Line Description: KOMOTEX PANEL DIVIDERS		
			SALES TAX (7.75%)		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: DELIVERY & INSTALLATION		
0250315	09/27/24	P	Prudential Overall Supply	0000025480	1,087.93
			Line Description: Fleet Uniforms-Aug 2024		
			Fac Uniforms- Aug 2024		
			PD Towel Svc-August 2024		
			Parks Uniforms-Aug 2024		
			Fleet Towel Svc-Aug 2024		
			St Traffic Op Uniforms Aug 24		
0250316	09/27/24	P	Red Wing Business Advantage Account	0000003772	5,274.78
			Line Description: Safety Boots Daniel Jojola		
			Safety Boots Chad C		
			Safety Boots Nick D		
			Safety Boots Juan Mejia		
			Safety Boots Kevin Henderson		
			Safety Boots Jake Mangus		
			Safety Boots Carlos Henriquez		
			Safety Boots-Alex Martinez		
			Safety Boots-Tung Vo		
			Safety Boots-Julio Sandoval		
			Henry Granados Boots		
			Parks-Safety Boots		
			Parks-Robert Soto		
			Geno Cervantes Safety Boots		
			Roberto Ramirez Safety Boots		
			Diego Palemonte Safety Boots		
			Joseph Rojas-Safety Boots		
			Isaac Blas Safety Boots		
			Jorge Gonzalez-Safety Boots		
			Safety Boots Evan Rodriguez		
			Joe Navarette Safety Boots		
			Greg Gonzalez Safety Boots		
			Carlos Avila-Safety Boots		
			Andrew Lucio-Safety Boots		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250318	09/27/24	P	SCA of CA, LLC	0000029971	3,299.00
			Line Description: Sweeping Nepwort Blvd & 19th S		
0250319	09/27/24	P	Scott Fazekas & Associates Inc	0000003961	10,067.70
			Line Description: Consulting Plan Check Srvs		
			Consulting Plan Check Srvs		
0250320	09/27/24	P	Sean Simon	0000029869	60.00
			Line Description: Basketball Referee-9/18/24		
0250321	09/27/24	P	Shaw HR Consulting Inc	0000021706	2,040.00
			Line Description: Reasonable Accommodations		
			Reasonable Accommodations		
			Reasonable Accommodations		
			Reasonable Accommodations		
0250322	09/27/24	P	Sims Orange Welding Supply Inc	0000004030	85.81
			Line Description: Shop Supply		
			Shop Supply		
0250323	09/27/24	P	South Coast Air Quality Mgmt District	0000003939	707.00
			Line Description: Flat Fee FY 24-25		
			FS #5 Annual Renewal Fee		
0250324	09/27/24	P	Southern California Edison Company	0000004088	4,435.86
			Line Description: 3120 Manistee 8/22-9/22/24		
			867 Prospect 8/22-9/22/24		
			1040 Paularino 8/16-9/16/24		
			2783 Bristol 8/16-9/16/24		
			FS#1 8/21-9/19/24		
			Medians 8/7-9/5/24		
			735 Baker 8/21-9/19/24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: 555 1/2 Paularino 8/22-9/22/24 2704 Harbor 8/21-9/19/24		
0250325	09/27/24	P	Southern California Gas Company	0000004092	496.35
			Line Description: 3175 Airway 8/8-9/10/24		
0250326	09/27/24	P	T Tactical Solutions Inc	0000026642	9,067.16
			Line Description: Gloves for Property		
0250327	09/27/24	P	Terrell Thorogood	0000030424	60.00
			Line Description: Basketball Referee-9/23/24		
0250328	09/27/24	P	The Code Group Inc	0000025073	9,190.90
			Line Description: Consulting Staffing Srvs Consulting Staffing Srvs Consulting Plan Check Srvs		
0250329	09/27/24	P	The Counseling Team International	0000026352	800.00
			Line Description: Pre Employment Psychological Pre Employment Psychological		
0250330	09/27/24	P	The Intersect Group, LLC	0000030170	2,553.28
			Line Description: Temp Dustin C Week End 8/29 Temp Alexis L Week End 8/29		
0250331	09/27/24	P	The Lincoln National Life Insurance Co	0000030039	12,956.54
			Line Description: Accident Ins Sep 24 Critical Illness Sep 2024		
0250332	09/27/24	P	The Lincoln National Life Insurance Co	0000030039	14,458.50
			Line Description: Short Term Disability Ins Sep		

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0250333	09/27/24	P	Tillmann Forensic Investigation LLC	0000025643	462.00
			Line Description: Fingerprint Svcs June 24		
0250334	09/27/24	P	Townsend Public Affairs Inc	0000021510	6,500.00
			Line Description: Grant Writing Leg Svcs Sept		
0250335	09/27/24	P	Wallop Water USA LLC	0000030376	1,345.42
			Line Description: WATER STATION RENTALS		
0250336	09/27/24	P	Waterline Technologies Inc	0000014520	656.87
			Line Description: DRC Pool Treatment		
			DRC Pool Treatment		
0250337	09/27/24	P	Waxie Sanitary Supply	0000004480	7,610.12
			Line Description: Floor Stock		
0250338	09/27/24	P	Wex Bank	0000014258	1,914.98
			Line Description: Fuel 8/7-9/6/24		
0250339	09/27/24	P	Williams Data Management	0000018803	1,022.29
			Line Description: DATA STORAGE		
			DATA STORAGE		
TOTAL					\$808,776.72

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018695	09/27/24	P	Alicia Defuria	0000029278	4,411.08
			Line Description: Adv Disability-Sep 2024		
018696	09/27/24	P	Amanda Kim	0000030668	553.85
			Line Description: Payroll Deduction 24-20		
018697	09/27/24	P	Arnold Alegado	0000022089	54.27
			Line Description: Active Shooter Symposium		
018698	09/27/24	P	CHC: Creating Healthier Communities	0000008015	10.00
			Line Description: Payroll Deduction 24-20		
018699	09/27/24	P	Costa Mesa Employees Association	0000006284	4,371.01
			Line Description: Payroll Deduction 24-20		
018700	09/27/24	P	Costa Mesa Executive Club	0000006286	155.00
			Line Description: Payroll Deduction 24-20		
018701	09/27/24	P	Costa Mesa Firefighters Association	0000001812	8,227.39
			Line Description: Payroll Deduction 24-20		
018702	09/27/24	P	Costa Mesa Police Association	0000001819	6,780.00
			Line Description: Payroll Deduction 24-20		
018703	09/27/24	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payroll Deduction 24-20		
018704	09/27/24	P	Dustin Fay	0000027733	102.00
			Line Description: CATO Conf		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018705	09/27/24	P	Eloisa Peralta	0000026154	287.31
			Line Description: CHIA Conf		
018706	09/27/24	P	Erik Rosado	0000018722	16.00
			Line Description: UAS Nighttime Operators		
018707	09/27/24	P	Jennifer Sommers	0000021555	150.00
			Line Description: AWI Conf		
018708	09/27/24	P	Jerad Korte	0000025077	80.00
			Line Description: Supervisory Course		
018709	09/27/24	P	Jonathan Tripp	0000023628	40.00
			Line Description: ICS 300		
			ICS 400		
018710	09/27/24	P	Jones Mayer	0000014653	134,435.42
			Line Description: #124887-IT		
			#124904-PD		
			#124935-Sui		
			#124893-Mood		
			#124894-Moyer		
			#124897-Niles		
			#124898-Noble		
			#124865-Atalla		
			#124880-Garten		
			#124896-Nasiri		
			#124900-Opioid		
			#124901-Oshiro		
			#124906-Querry		
			#124908-Rivera		
			#124866-Beckner		

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
<i>Line Description:</i>					
			#124868-Carrera		
			#124878-Finance		
			#124883-Housing		
			#124885-Hurtado		
			#124873-City Mgr		
			#124888-Jahanbin		
			#124910-Schaefer		
			#124869-Cervantes		
			#124879-Fire Dept		
			#124881-Hernandez		
			#124895-Murtaugh		
			#124907-Risk Mgmt		
			#124909-Salehpour		
			#124871-City Clerk		
			#124876-DBO Invest		
			#124892-Litigation		
			#124905-Public Svc		
			#124858-227 Mesa Dr		
			#124912-Veramancini		
			#124856-1963 Wallace		
			#124875-City Council		
			#124857-2162 Maple St		
			#124863-960 Union Ave		
			#124864-AAA Marindale		
			#124870-City Attorney		
			#124860-544 Bernard St		
			#124862-786 Salimar Dr		
			#124872-City Clerk PRR		
			#124882-High Seas Writ		
			#124891-Lehman/Freeman		
			#124899-One Metro West		
			#124933-Animal Control		
			#124854-153 Del Mar Ave		
			#124861-599 W Wilson St		
			#124877-Development Svc		
			#124884-Human Resources		
			#124859-374 Woodland Ave		
			#124874-Code Enfrocement		
			#124889-Jamboree Housing		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> #124911-Successor Agency #124851-1095 Sea Bluff Dr #124852-113 Clearbrook Ln #124853-1269 & 1273 Baker #124855-1858 Newport Blvd #124867-Bernard/Charles St #124886-Insight Psychology #124903-Planning Commission #124932-440 Fair Dr/1179 NP #124934-DAlessio Investment #124902-Park & Community Svc		
018711	09/27/24	P	Joseph Carboni	0000024422	150.00
			<i>Line Description:</i> Patrol Rifle Instructor		
018712	09/27/24	P	Kasama Lee	0000020859	348.25
			<i>Line Description:</i> AWI Conf 2024 NeoGov Conf		
018713	09/27/24	P	Kevin Christianson	0000029560	24.00
			<i>Line Description:</i> Special Event Planning		
018714	09/27/24	P	Mikelle Daily	0000029937	35.61
			<i>Line Description:</i> Food for Fair Housing Wrkshp		
018715	09/27/24	P	Miranda Garcia	0000029433	198.25
			<i>Line Description:</i> 2024 NeoGov Conf		
018716	09/27/24	P	Nick Wilson	0000025711	24.00
			<i>Line Description:</i> Special Event Planning		
018717	09/27/24	P	Reena Leffingwell	0000021326	79.29

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: License Plate Recognition Symp		
018718	09/27/24	P	Robert Matsuura	0000026533	198.25
			Line Description: 2024 NeoGov Conference		
018719	09/27/24	P	Thomas Scott	0000026255	323.37
			Line Description: CHIA Conference		
018720	09/27/24	P	Vijay Chawla	0000025171	102.00
			Line Description: CATO Conference		
018721	09/27/24	P	Vincent Legaspi	0000028710	120.52
			Line Description: Patrol Rifle Instructor		
018722	09/27/24	P	Yael Carbajal	0000030824	24.00
			Line Description: Report Writing		
TOTAL					\$161,615.87

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250347	10/04/24	O	Southern California Edison Company Line Description: Overflow	0000004088	0.00
TOTAL					0.00

214,784.52

19,668.65

244,810.73

0.00

55,067.71

52,681.92

1,042,035.44

0.00

\$ 1,629,048.97

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018736	10/04/24	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
018737	10/04/24	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
018738	10/04/24	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
018739	10/04/24	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
TOTAL					0.00

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018402	09/30/24	P	Albert Spencer	0000004120	1,030.00
			Line Description: Qrtly Retiree Medical Payment		
018403	09/30/24	P	Allan L Roeder	0000003720	873.45
			Line Description: Qrtly Retiree Medical Payment		
018404	09/30/24	P	Allen D Huggins	0000002589	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018405	09/30/24	P	Andres Sepulveda	0000003988	1,029.00
			Line Description:		
018406	09/30/24	P	Andrew Chalkley	0000025404	729.00
			Line Description: Qrtly Retiree Medical Payment		
018407	09/30/24	P	Ann Shultz	0000006607	828.68
			Line Description: Qrtly Retiree Medical Payment		
018408	09/30/24	P	Anna Rodriguez	0000026586	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018409	09/30/24	P	Arthur V Beames Jr	0000017738	81.18
			Line Description: Qrtly Retiree Medical Payment		
018410	09/30/24	P	Baltazar Mejia	0000023439	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018411	09/30/24	P	Betty Garcia	0000024432	399.46
			Line Description: Qrtly Retiree Medical Payment		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018412	09/30/24	P	Bobby Y Masuzumi	0000003081	1,029.00
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
018413	09/30/24	P	Brad Edwards	0000022130	769.77
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
018414	09/30/24	P	Brent McKinley	0000007051	1,029.00
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
018415	09/30/24	P	Brian W Roberts	0000006274	873.45
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
018416	09/30/24	P	Bruce Hartley	0000011119	537.87
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
018417	09/30/24	P	Bruce McGregor	0000011206	873.45
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
018418	09/30/24	P	Bruce R Ballinger	0000001167	537.34
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
018419	09/30/24	P	Bruce Radomski	0000003742	1,029.00
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
018420	09/30/24	P	Bruce W Covey	0000013041	828.68
		<i>Line Description:</i> Qrtly Retiree Medical Payment			

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018421	09/30/24	P	Bryan Glass	0000002342	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018422	09/30/24	P	Cameron Phillips	0000005875	879.00
			Line Description: Qrtly Retiree Medical Payment		
018423	09/30/24	P	Carl McConnell	0000013933	924.00
			Line Description: Qrtly Retiree Medical Payment		
018424	09/30/24	P	Charles A Bassett	0000011742	748.80
			Line Description: Qrtly Retiree Medical Payment		
018425	09/30/24	P	Charles F Carr	0000006236	841.50
			Line Description: Qrtly Retiree Medical Payment		
018426	09/30/24	P	Charles J Oliver Jr	0000009684	529.05
			Line Description: Qrtly Retiree Medical Payment		
018427	09/30/24	P	Charlotte Bluell	0000008644	873.45
			Line Description: Qrtly Retiree Medical Payment		
018428	09/30/24	P	Cherie M Pittington	0000003641	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018429	09/30/24	P	Cheryl R Helwig	0000006915	514.89
			Line Description: Qrtly Retiree Medical Payment		
018430	09/30/24	P	Chris Goldsworthy	0000029067	503.37
			Line Description: Qrtly Retiree Medical Payment		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018431	09/30/24	P	Christina Powell OBrien	0000016961	539.42
			Line Description: Qrtly Retiree Medical Payment		
018432	09/30/24	P	Christopher B Bates	0000001213	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018433	09/30/24	P	Christopher G Walk	0000004450	1,071.00
			Line Description: Qrtly Retiree Medical Payment		
018434	09/30/24	P	Christopher J Boyd	0000001363	873.45
			Line Description: Qrtly Retiree Medical Payment		
018435	09/30/24	P	Christopher K Brimhall	0000001402	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018436	09/30/24	P	Christopher Kudelka	0000005822	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018437	09/30/24	P	Clay G Epperson	0000002141	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018438	09/30/24	P	Corrie Viera	0000019128	554.16
			Line Description: Qrtly Retiree Medical Payment		
018439	09/30/24	P	Curt D Yoder	0000004601	873.45
			Line Description: Qrtly Retiree Medical Payment		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018440	09/30/24	P	D Dennis Johnson	0000011317	694.23
			Line Description: Qrtly Retiree Medical Payment		
018441	09/30/24	P	Dale H Ashley	0000010564	739.01
			Line Description: Qrtly Retiree Medical Payment		
018442	09/30/24	P	Dale R Birney	0000001277	873.45
			Line Description: Qrtly Retiree Medical Payment		
018443	09/30/24	P	Dana Potts	0000008186	829.05
			Line Description: Qrtly Retiree Medical Payment		
018444	09/30/24	P	Dane Bora	0000001344	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018445	09/30/24	P	Danny Hogue	0000006802	671.78
			Line Description: Qrtly Retiree Medical Payment		
018446	09/30/24	P	Darlene Bell	0000005602	201.23
			Line Description: Qrtly Retiree Medical Payment		
018447	09/30/24	P	Darrel Raney	0000005800	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018448	09/30/24	P	David A Dye	0000002065	873.45
			Line Description: Qrtly Retiree Medical Payment		
018449	09/30/24	P	David C Goerke	0000009386	873.45
			Line Description: Qrtly Retiree Medical Payment		

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
018450	09/30/24	P	David Hollister	0000021620	1,029.00
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018451	09/30/24	P	David K Makiyama	0000003041	979.05
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018452	09/30/24	P	David Maurer	0000007564	1,029.00
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018453	09/30/24	P	David S Andersen	0000001040	739.01
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018454	09/30/24	P	David Sorge	0000004068	584.20
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018455	09/30/24	P	David Tait	0000022487	873.45
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018456	09/30/24	P	Dawna Myers	0000003273	928.95
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018457	09/30/24	P	Deborah Zimmerman	0000023438	829.05
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018458	09/30/24	P	Debra Yasui	0000007276	879.00
			<i>Line Description:</i> Qrtly Retiree Medical Payment		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018459	09/30/24	P	Dee Dee H Nelson	0000006575	246.00
			Line Description: Qrtly Retiree Medical Payment		
018460	09/30/24	P	Dennis B Sanders	0000003910	284.14
			Line Description: Qrtly Retiree Medical Payment		
018461	09/30/24	P	Diane Butler	0000008078	402.89
			Line Description: Qrtly Retiree Medical Payment		
018462	09/30/24	P	Diane M Jarrett	0000007645	604.56
			Line Description: Qrtly Retiree Medical Payment		
018463	09/30/24	P	Don Holford	0000006025	349.13
			Line Description: Qrtly Retiree Medical Payment		
018464	09/30/24	P	Donald B Brown	0000004900	873.45
			Line Description: Qrtly Retiree Medical Payment		
018465	09/30/24	P	Doneen J Westenhaver	0000009746	383.27
			Line Description: Qrtly Retiree Medical Payment		
018466	09/30/24	P	Donna J Theriault	0000005411	873.45
			Line Description: Qrtly Retiree Medical Payment		
018467	09/30/24	P	Doug Johnson	0000005743	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018468	09/30/24	P	Doug Lovell	0000018477	707.04
			Line Description: Qrtly Retiree Medical Payment		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018469	09/30/24	P	Doug Prochnow	0000012127	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018470	09/30/24	P	Douglas Wilson	0000006759	554.16
			Line Description: Qrtly Retiree Medical Payment		
018471	09/30/24	P	Edward Petros	0000003615	783.78
			Line Description: Qrtly Retiree Medical Payment		
018472	09/30/24	P	Edward W Lewis	0000002956	537.34
			Line Description: Qrtly Retiree Medical Payment		
018473	09/30/24	P	Ellen M Fenwick	0000023268	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018474	09/30/24	P	Eric Johnson	0000002765	873.45
			Line Description: Qrtly Retiree Medical Payment		
018475	09/30/24	P	Eric McVey	0000007918	879.00
			Line Description: Qrtly Retiree Medical Payment		
018476	09/30/24	P	Ernesto A Munoz	0000003261	550.01
			Line Description: Qrtly Retiree Medical Payment		
018477	09/30/24	P	Frank Barraza	0000026939	1,029.00
			Line Description: Qrtly Retiree Medical Payment		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018478	09/30/24	P	Frank Fantino	0000005635	839.84
			Line Description: Qrtly Retiree Medical Payment		
018479	09/30/24	P	Frederick T Seguin	0000003981	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018480	09/30/24	P	Gaetano Russo	0000019793	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018481	09/30/24	P	Gary Mc Erlain	0000017407	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018482	09/30/24	P	Gary Wong	0000012009	451.64
			Line Description: Qrtly Retiree Medical Payment		
018483	09/30/24	P	Gene Barbee	0000001188	716.05
			Line Description: Qrtly Retiree Medical Payment		
018484	09/30/24	P	Georgia A Ethier	0000002154	873.45
			Line Description: Qrtly Retiree Medical Payment		
018485	09/30/24	P	Gerald S Vasquez	0000006833	873.45
			Line Description: Qrtly Retiree Medical Payment		
018486	09/30/24	P	Gerald W Stucky	0000004172	873.45
			Line Description: Qrtly Retiree Medical Payment		
018487	09/30/24	P	Gerard J Stukkie	0000004174	746.49
			Line Description: Qrtly Retiree Medical Payment		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018488	09/30/24	P	Gina Clark	0000021699	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018489	09/30/24	P	Gregg A Steward	0000004159	873.45
			Line Description: Qrtly Retiree Medical Payment		
018490	09/30/24	P	Gregory Beutz	0000001261	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018491	09/30/24	P	Gregory J Edwards	0000001384	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018492	09/30/24	P	Gregory Knackert	0000017588	873.45
			Line Description: Qrtly Retiree Medical Payment		
018493	09/30/24	P	Gregory LaFave	0000014549	529.05
			Line Description: Qrtly Retiree Medical Payment		
018494	09/30/24	P	Gregory P Scott	0000003963	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018495	09/30/24	P	H Michael Griffin	0000006936	144.10
			Line Description: Qrtly Retiree Medical Payment		
018496	09/30/24	P	Harlan Pauley	0000003569	705.39
			Line Description: Qrtly Retiree Medical Payment		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018497	09/30/24	P	Helen Nenadal	0000022319	873.45
			Line Description: Qrtly Retiree Medical Payment		
018498	09/30/24	P	Helene Rosenbaum	0000003861	201.23
			Line Description: Qrtly Retiree Medical Payment		
018499	09/30/24	P	Herbert C Ohde Jr	0000003399	688.65
			Line Description: Qrtly Retiree Medical Payment		
018500	09/30/24	P	Holly L Carver	0000001597	688.65
			Line Description: Qrtly Retiree Medical Payment		
018501	09/30/24	P	Jack D Schuitt	0000003952	873.45
			Line Description: Qrtly Retiree Medical Payment		
018502	09/30/24	P	Jack Koch	0000002859	537.34
			Line Description: Qrtly Retiree Medical Payment		
018503	09/30/24	P	Jack L Archer	0000001062	873.45
			Line Description: Qrtly Retiree Medical Payment		
018504	09/30/24	P	James C Wysong	0000004594	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018505	09/30/24	P	James D Watson	0000004476	873.45
			Line Description: Qrtly Retiree Medical Payment		
018506	09/30/24	P	James E Higgins Jr	0000007687	873.45
			Line Description: Qrtly Retiree Medical Payment		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Sep 25, 2024

Run Time 1:10:55 PM

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018507	09/30/24	P	James M Ellis	0000002107	873.45
			Line Description: Qrtly Retiree Medical Payment		
018508	09/30/24	P	James M Gottenbos	0000002385	428.04
			Line Description: Qrtly Retiree Medical Payment		
018509	09/30/24	P	James Morrison	0000010566	503.37
			Line Description: Qrtly Retiree Medical Payment		
018510	09/30/24	P	James N Dibble	0000005626	806.23
			Line Description: Qrtly Retiree Medical Payment		
018511	09/30/24	P	James Parnell	0000003558	537.34
			Line Description: Qrtly Retiree Medical Payment		
018512	09/30/24	P	James R Wilke Jr	0000004555	504.00
			Line Description: Qrtly Retiree Medical Payment		
018513	09/30/24	P	James T Warnack	0000004465	873.45
			Line Description: Qrtly Retiree Medical Payment		
018514	09/30/24	P	Jana L Cacho	0000010556	484.29
			Line Description: Qrtly Retiree Medical Payment		
018515	09/30/24	P	Jane Duenweg	0000021556	873.45
			Line Description: Qrtly Retiree Medical Payment		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018516	09/30/24	P	Jeanette Chervony	0000018986	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018517	09/30/24	P	Jeanette Zangger	0000006655	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018518	09/30/24	P	Jeff B Janzen	0000002735	924.00
			Line Description: Qrtly Retiree Medical Payment		
018519	09/30/24	P	Jeffery E Skee	0000005410	954.00
			Line Description: Qrtly Retiree Medical Payment		
018520	09/30/24	P	Jeffrey Horn	0000009003	679.05
			Line Description: Qrtly Retiree Medical Payment		
018521	09/30/24	P	Jeffrey J McCann	0000003101	828.68
			Line Description: Qrtly Retiree Medical Payment		
018522	09/30/24	P	Jeffrey T Peters	0000003608	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018523	09/30/24	P	Jerauld D Holloway	0000002556	537.34
			Line Description: Qrtly Retiree Medical Payment		
018524	09/30/24	P	Jerry A Scheer	0000007789	436.50
			Line Description: Qrtly Retiree Medical Payment		
018525	09/30/24	P	John Bull	0000003233	1,029.00
			Line Description: Qrtly Retiree Medical Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018526	09/30/24	P	John F Downey	0000009004	554.16
		Line Description: Qrtly Retiree Medical Payment			
018527	09/30/24	P	John K Susman	0000006349	503.37
		Line Description: Qrtly Retiree Medical Payment			
018528	09/30/24	P	John L Skinner	0000004038	537.34
		Line Description: Qrtly Retiree Medical Payment			
018529	09/30/24	P	John S Michalec	0000019250	2,985.96
		Line Description: Qrtly Retiree Medical Payment			
		Replace Check #017988			
		Replace Check #017445			
		Replace Check #016985			
018530	09/30/24	P	Jon B Whitcomb	0000005651	984.00
		Line Description: Qrtly Retiree Medical Payment			
018531	09/30/24	P	Jon Doezie	0000009385	829.05
		Line Description: Qrtly Retiree Medical Payment			
018532	09/30/24	P	Jose Tovar	0000004283	537.34
		Line Description: Qrtly Retiree Medical Payment			
018533	09/30/24	P	Juan Santos	0000013436	1,029.00
		Line Description: Qrtly Retiree Medical Payment			
018534	09/30/24	P	Judith G Covey	0000009690	570.95

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Qrtly Retiree Medical Payment		
018535	09/30/24	P	Judy Vickers	0000007219	503.37
			Line Description: Qrtly Retiree Medical Payment		
018536	09/30/24	P	Karen L Adams	0000000899	335.67
			Line Description: Qrtly Retiree Medical Payment		
018537	09/30/24	P	Karen S Goettsch	0000013935	828.68
			Line Description: Qrtly Retiree Medical Payment		
018538	09/30/24	P	Kathleen Ulrich	0000025407	470.12
			Line Description: Qrtly Retiree Medical Payment		
018539	09/30/24	P	Kayoko Hayman	0000005785	671.78
			Line Description: Qrtly Retiree Medical Payment		
018540	09/30/24	P	Keith Davis	0000008187	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018541	09/30/24	P	Kelly Vucinic	0000010967	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018542	09/30/24	P	Kevin Condon	0000007561	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018543	09/30/24	P	Kevin Diamond	0000001989	1,029.00
			Line Description: Qrtly Retiree Medical Payment		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018544	09/30/24	P	Kevin T Meng	0000003133	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018545	09/30/24	P	Kurt Lystne	0000008712	993.45
			Line Description: Qrtly Retiree Medical Payment		
018546	09/30/24	P	Lance Nakamoto	0000003280	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018547	09/30/24	P	Larry Bell	0000007802	378.75
			Line Description: Qrtly Retiree Medical Payment		
018548	09/30/24	P	Larry Dreiman	0000018972	729.00
			Line Description: Qrtly Retiree Medical Payment		
018549	09/30/24	P	Laura Ginther	0000023134	604.56
			Line Description: Qrtly Retiree Medical Payment		
018550	09/30/24	P	Lawrence N Hennen	0000002506	873.45
			Line Description: Qrtly Retiree Medical Payment		
018551	09/30/24	P	Leonard Goodsir	0000002378	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018552	09/30/24	P	Lily Martinez	0000003071	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018553	09/30/24	P	Linda A Matthews	0000003089	466.50
			Line Description: Qrtly Retiree Medical Payment		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018554	09/30/24	P	Linda F Divino	0000009007	220.98
			Line Description: Qrtly Retiree Medical Payment		
018555	09/30/24	P	Loren P Wyrick	0000004593	554.16
			Line Description: Qrtly Retiree Medical Payment		
018556	09/30/24	P	Madeline A Miller	0000003179	694.23
			Line Description: Qrtly Retiree Medical Payment		
018557	09/30/24	P	Maher Nawar	0000004714	873.45
			Line Description: Qrtly Retiree Medical Payment		
018558	09/30/24	P	Mamo D Arruda	0000001081	335.67
			Line Description: Qrtly Retiree Medical Payment		
018559	09/30/24	P	Marc Yuhasz	0000004609	924.00
			Line Description: Qrtly Retiree Medical Payment		
018560	09/30/24	P	Marguerite De La Torre	0000004997	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018561	09/30/24	P	Marie Thompson	0000000038	144.10
			Line Description: Qrtly Retiree Medical Payment		
018562	09/30/24	P	Marilyn Golden	0000017028	425.34
			Line Description: Qrtly Retiree Medical Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018563	09/30/24	P	Marilyn Guimond	0000015161	280.75
			Line Description: Qrtly Retiree Medical Payment		
018564	09/30/24	P	Marilyn K Sutton	0000004201	604.56
			Line Description: Qrtly Retiree Medical Payment		
018565	09/30/24	P	Martin P Carver	0000001598	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018566	09/30/24	P	Marty Huguenin	0000002591	873.45
			Line Description: Qrtly Retiree Medical Payment		
018567	09/30/24	P	Mary R Delaney	0000015807	425.34
			Line Description: Qrtly Retiree Medical Payment		
018568	09/30/24	P	Matthew J Collett	0000001720	806.23
			Line Description: Qrtly Retiree Medical Payment		
018569	09/30/24	P	Mel Lee	0000010320	829.05
			Line Description: Qrtly Retiree Medical Payment		
018570	09/30/24	P	Meloni Smith McMinimy	0000006847	873.45
			Line Description: Qrtly Retiree Medical Payment		
018571	09/30/24	P	Michael A Cacho	0000001471	484.29
			Line Description: Qrtly Retiree Medical Payment		
018572	09/30/24	P	Michael A Cohen	0000006586	1,029.00
			Line Description: Qrtly Retiree Medical Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018573	09/30/24	P	Michael A Guevara	0000005099	873.45
			Line Description: Qrtly Retiree Medical Payment		
018574	09/30/24	P	Michael D Manson	0000005311	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018575	09/30/24	P	Michael R Balsis	0000009424	529.05
			Line Description: Qrtly Retiree Medical Payment		
018576	09/30/24	P	Michael S Fantozzi	0000004715	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018577	09/30/24	P	Michael S Hastert	0000006107	627.12
			Line Description: Qrtly Retiree Medical Payment		
018578	09/30/24	P	Michael T Dyer	0000002067	924.00
			Line Description: Qrtly Retiree Medical Payment		
018579	09/30/24	P	Mitchell B Johnson	0000002770	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018580	09/30/24	P	Monique Beckner	0000008066	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018581	09/30/24	P	Morris House	0000002578	739.01
			Line Description: Qrtly Retiree Medical Payment		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018582	09/30/24	P	Muriel Ullman	0000001244	380.44
			Line Description: Qrtly Retiree Medical Payment		
018583	09/30/24	P	Nancy M Croft	0000016184	748.80
			Line Description: Qrtly Retiree Medical Payment		
018584	09/30/24	P	Norman K Schurb	0000003957	873.45
			Line Description: Qrtly Retiree Medical Payment		
018585	09/30/24	P	Olivia Ramirez	0000003750	873.45
			Line Description: Qrtly Retiree Medical Payment		
018586	09/30/24	P	Patricia J Steele	0000014443	514.89
			Line Description: Qrtly Retiree Medical Payment		
018587	09/30/24	P	Patrick Wessel	0000009042	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018588	09/30/24	P	Patty R Brown	0000001423	537.34
			Line Description: Qrtly Retiree Medical Payment		
018589	09/30/24	P	Paul Beckman	0000005998	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018590	09/30/24	P	Paul Dondero	0000002023	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018591	09/30/24	P	Paul Moody	0000008766	1,029.00
			Line Description: Qrtly Retiree Medical Payment		

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
018592	09/30/24	P	Paul V Starn	0000010841	1,029.00
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018593	09/30/24	P	Perry L Valantine	0000004384	873.45
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018594	09/30/24	P	Peter Czenze	0000013313	748.80
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018595	09/30/24	P	Peter Naghavi	0000007860	428.04
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018596	09/30/24	P	Phil Dickens	0000005801	705.39
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018597	09/30/24	P	Philip Hartman	0000002474	503.37
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018598	09/30/24	P	Philip T Worsman	0000004585	772.62
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018599	09/30/24	P	Phillip R Schmuck	0000003947	297.87
			<i>Line Description:</i> Qrtly Retiree Medical Payment		
018600	09/30/24	P	Phyllis Schiel	0000023427	383.27
			<i>Line Description:</i> Qrtly Retiree Medical Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018601	09/30/24	P	Randall Buck	0000005730	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018602	09/30/24	P	Randall J Croll	0000013426	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018603	09/30/24	P	Raul Perez	0000012128	417.51
			Line Description: Qrtly Retiree Medical Payment		
018604	09/30/24	P	Raymond T Pawloski	0000003572	451.64
			Line Description: Qrtly Retiree Medical Payment		
018605	09/30/24	P	Rene Carrera	0000029400	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018606	09/30/24	P	Renee K Farden	0000016962	604.56
			Line Description: Qrtly Retiree Medical Payment		
018607	09/30/24	P	Richard Allum	0000000987	789.06
			Line Description: Qrtly Retiree Medical Payment		
018608	09/30/24	P	Richard Boucher	0000014716	503.37
			Line Description: Qrtly Retiree Medical Payment		
018609	09/30/24	P	Richard J Johnson	0000005620	839.84
			Line Description: Qrtly Retiree Medical Payment		
018610	09/30/24	P	Richard Simons	0000022287	1,029.00
			Line Description: Qrtly Retiree Medical Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018611	09/30/24	P	Robert Bork	0000001350	828.68
			Line Description: Qrtly Retiree Medical Payment		
018612	09/30/24	P	Robert Hanson	0000014289	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018613	09/30/24	P	Robert J Durham	0000006151	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018614	09/30/24	P	Robert J Pesce	0000003604	554.16
			Line Description: Qrtly Retiree Medical Payment		
018615	09/30/24	P	Robert Pignone	0000003634	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018616	09/30/24	P	Robert Sharpnack	0000004004	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018617	09/30/24	P	Robert Van Sickle	0000004394	873.45
			Line Description: Qrtly Retiree Medical Payment		
018618	09/30/24	P	Robert W Reynolds	0000003801	924.00
			Line Description: Qrtly Retiree Medical Payment		
018619	09/30/24	P	Robert W Stinman	0000018058	746.49
			Line Description: Qrtly Retiree Medical Payment		

SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018620	09/30/24	P	Robindale Shepherd	0000009851	707.04
			Line Description: Qrtly Retiree Medical Payment		
018621	09/30/24	P	Ronald Cloe	0000001693	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018622	09/30/24	P	Ronald J Chamberlin	0000014890	529.05
			Line Description: Qrtly Retiree Medical Payment		
018623	09/30/24	P	Ronald P Stone	0000004167	691.45
			Line Description: Qrtly Retiree Medical Payment		
018624	09/30/24	P	Ronald Penley	0000024437	478.02
			Line Description: Qrtly Retiree Medical Payment		
018625	09/30/24	P	Rosemary Dodson	0000012364	559.79
			Line Description: Qrtly Retiree Medical Payment		
018626	09/30/24	P	Rosemary Vidales	0000004418	766.50
			Line Description: Qrtly Retiree Medical Payment		
018627	09/30/24	P	Ross E McKelvey	0000009897	806.23
			Line Description: Qrtly Retiree Medical Payment		
018628	09/30/24	P	Russell C Parker	0000007435	554.16
			Line Description: Qrtly Retiree Medical Payment		
018629	09/30/24	P	Russell J Yankie	0000015036	503.37
			Line Description: Qrtly Retiree Medical Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018630	09/30/24	P	Sandi Lishka	0000015808	649.33
		Line Description: Qrtly Retiree Medical Payment			
018631	09/30/24	P	Sandra B Benson	0000006459	1,029.00
		Line Description: Qrtly Retiree Medical Payment			
018632	09/30/24	P	Scott A May	0000003092	1,029.00
		Line Description: Qrtly Retiree Medical Payment			
018633	09/30/24	P	Shawn Brosamer	0000001416	1,029.00
		Line Description: Qrtly Retiree Medical Payment			
018634	09/30/24	P	Shawn Leffingwell	0000006331	979.05
		Line Description: Qrtly Retiree Medical Payment			
018635	09/30/24	P	Stephanie Moore	0000008356	1,029.00
		Line Description: Qrtly Retiree Medical Payment			
018636	09/30/24	P	Stephen G Calles	0000009071	873.45
		Line Description: Qrtly Retiree Medical Payment			
018637	09/30/24	P	Stephen R Tiedeman	0000004258	924.00
		Line Description: Qrtly Retiree Medical Payment			
018638	09/30/24	P	Stephen Ridgway	0000003815	873.45
		Line Description: Qrtly Retiree Medical Payment			

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018639	09/30/24	P	Steven Feather	0000002187	451.64
			Line Description: Qrtly Retiree Medical Payment		
018640	09/30/24	P	Steven Labbitt	0000002887	954.00
			Line Description: Qrtly Retiree Medical Payment		
018641	09/30/24	P	Stewart C Godshall	0000002355	586.20
			Line Description: Qrtly Retiree Medical Payment		
018642	09/30/24	P	Sue Hupp	0000001879	873.45
			Line Description: Qrtly Retiree Medical Payment		
018643	09/30/24	P	Susan Baldwin	0000010199	290.90
			Line Description: Qrtly Retiree Medical Payment		
018644	09/30/24	P	Susan L Larimore	0000002911	425.34
			Line Description: Qrtly Retiree Medical Payment		
018645	09/30/24	P	Thanh P Bui	0000005710	627.03
			Line Description: Qrtly Retiree Medical Payment		
018646	09/30/24	P	Thomas C Wood	0000004757	514.89
			Line Description: Qrtly Retiree Medical Payment		
018647	09/30/24	P	Thomas J Lazar	0000002925	806.23
			Line Description: Qrtly Retiree Medical Payment		
018648	09/30/24	P	Thomas K Coute Sr	0000009384	616.50
			Line Description: Qrtly Retiree Medical Payment		

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City of Costa Mesa Accounts Payable
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018649	09/30/24	P	Thomas R Caldwell	0000012035	991.50
			Line Description: Qrtly Retiree Medical Payment		
018650	09/30/24	P	Timothy Schennum	0000003943	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018651	09/30/24	P	Timothy Starn	0000005549	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018652	09/30/24	P	Timothy Sweet	0000015387	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018653	09/30/24	P	Tom A Curtis	0000001898	503.37
			Line Description: Qrtly Retiree Medical Payment		
018654	09/30/24	P	Tom G Winter	0000005460	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018655	09/30/24	P	Trudy E Nuzum	0000003379	503.73
			Line Description: Qrtly Retiree Medical Payment		
018656	09/30/24	P	Vernon D Hupp	0000002604	873.45
			Line Description: Qrtly Retiree Medical Payment		
018657	09/30/24	P	Victor Hernandez	0000015946	1,029.00
			Line Description: Qrtly Retiree Medical Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018658	09/30/24	P	Walter M Dill	0000007117	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018659	09/30/24	P	Walter S Silver Jr	0000004026	873.45
			Line Description: Qrtly Retiree Medical Payment		
018660	09/30/24	P	Wanda Ayers	0000011741	378.75
			Line Description: Qrtly Retiree Medical Payment		
018661	09/30/24	P	Wayne Martin	0000005885	806.23
			Line Description: Qrtly Retiree Medical Payment		
018662	09/30/24	P	Wayne Riedmann	0000006022	705.39
			Line Description: Qrtly Retiree Medical Payment		
018663	09/30/24	P	Wendell L Maberry	0000003031	873.45
			Line Description: Qrtly Retiree Medical Payment		
018664	09/30/24	P	Willa Bouwens Killeen	0000014940	873.45
			Line Description: Qrtly Retiree Medical Payment		
018665	09/30/24	P	William A Folsom	0000021819	554.16
			Line Description: Qrtly Retiree Medical Payment		
018666	09/30/24	P	William B Ellwood	0000006789	537.34
			Line Description: Qrtly Retiree Medical Payment		
018667	09/30/24	P	William C Taylor	0000004229	290.90
			Line Description: Qrtly Retiree Medical Payment		

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City of Costa Mesa Accounts Payable

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SUMMARY CHECK REGISTER

Run Date Sep 25, 2024

Cycle: ADDEP1

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018668	09/30/24	P	William F McLean	0000013455	873.45
			Line Description: Qrtly Retiree Medical Payment		
018669	09/30/24	P	William H Bechtel	0000001224	806.23
			Line Description: Qrtly Retiree Medical Payment		
018670	09/30/24	P	William J Morris	0000003236	314.99
			Line Description: Qrtly Retiree Medical Payment		
018671	09/30/24	P	William L Adams	0000009869	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018672	09/30/24	P	William M Moss	0000003241	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018673	09/30/24	P	William P Redmond	0000003775	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
018674	09/30/24	P	William Raymer	0000003761	873.45
			Line Description: Qrtly Retiree Medical Payment		
018675	09/30/24	P	William Verderber	0000005625	520.02
			Line Description: Qrtly Retiree Medical Payment		
018676	09/30/24	P	Zachary Hoferitza	0000002548	1,029.00
			Line Description: Qrtly Retiree Medical Payment		

TOTAL \$214,784.52

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018677	09/30/24	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplemental Pay Oct 2024		
018678	09/30/24	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Supplemental Pay Oct 2024		
018679	09/30/24	P	Chris Morris	0000007439	2,500.00
			Line Description: Monthly LTD Payment-Oct 24		
018680	09/30/24	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Supplemental Pay Oct 2024		
018681	09/30/24	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Supplemental Pay Oct 2024		
018682	09/30/24	P	David A Dye	0000002065	260.90
			Line Description: 1% Supplemental Pay Oct 2024		
018683	09/30/24	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Supplemental Pay Oct 2024		
018684	09/30/24	P	Gale Tuso	0000017460	233.08
			Line Description: 1% Supplemental Pay Oct 2024		
018685	09/30/24	P	Harlan Pauley	0000003569	232.12
			Line Description: 1% Supplemental Pay Oct 2024		
018686	09/30/24	P	James M Miller	0000007440	2,500.00
			Line Description: Monthly LTD Payment-Oct 24		

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018687	09/30/24	P	Kathleen Zuorski	0000025225	504.52
			Line Description: 1% Supplemental Pay Oct 2024		
018688	09/30/24	P	Linda Boylan	0000023340	57.98
			Line Description: 1% Supplemental Pay Oct 2024		
018689	09/30/24	P	Matthew J Collett	0000001720	856.58
			Line Description: 1% Supplemental Pay Oct 2024		
018690	09/30/24	P	Paul A Cappuccilli	0000007705	1,214.50
			Line Description: 1% Supplemental Pay Oct 2024		
018691	09/30/24	P	Phil Dickens	0000005801	511.76
			Line Description: 1% Supplemental Pay Oct 2024		
018692	09/30/24	P	Richard J Johnson	0000005620	1,255.66
			Line Description: 1% Supplemental Pay Oct 2024		
018693	09/30/24	P	Thomas J Lazar	0000002925	1,703.25
			Line Description: 1% Supplemental Pay Oct 2024		
018694	09/30/24	P	William H Bechtel	0000001224	1,622.58
			Line Description: 1% Supplemental Pay Oct 2024		
TOTAL					\$19,668.65

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018723	10/04/24	P	Aaron Davis	0000020908	1,445.82
			Line Description: Pandemic Planning 5/28-7/2/24		
018724	10/04/24	P	Aaron Dominguez	0000030978	198.25
			Line Description: 2024 NeoGov Conf		
018725	10/04/24	P	Enterprise Rent A Car	0000002131	7,014.12
			Line Description: Undercover Rental Car		
			Undercover Rental Car		
			Undercover Rental Car		
			Undercover Rental Car		
			Undercover Rental Car		
018726	10/04/24	P	Jack R. Sweeney	0000030173	4,174.89
			Line Description: 3190 E Airport Loop-Oct 24		
018727	10/04/24	P	James Kashiwada	0000030977	198.25
			Line Description: 2024 NeoGov Conf		
018728	10/04/24	P	Janet Hauser	0000023945	279.45
			Line Description: Finance Staff Mtng Supplies		
018729	10/04/24	P	Jason Gomez	0000030976	40.00
			Line Description: PC832 Laws of Arrest		
018730	10/04/24	P	Maurilio Torres	0000025958	349.00
			Line Description: Mastering Firegournd Comm		
018731	10/04/24	P	Mikelle Daily	0000029937	1,396.99
			Line Description: Community Event Supplies		

City of Costa Mesa Accounts Payable
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Snacks for Commuuty Event Adv CDBG Conf		
018732	10/04/24	P	Nikki Johnson	0000029591	232.00
			<i>Line Description:</i> Fire Inspection 2D		
018733	10/04/24	P	Scott Drapkin	0000029663	15.89
			<i>Line Description:</i> Snacks for Community Event		
018734	10/04/24	P	Shane Dean	0000029614	52.26
			<i>Line Description:</i> Active Shootere Symp		
018735	10/04/24	P	US Bank	0000002228	229,413.81
			<i>Line Description:</i> Batteries Coffee-CMO Desk Riser Camera Supp Wagon-CMTV Supp Event Registrations Membership Dues-ACM Sig Stamps-ACM & DCM Returned Items Credit Office Supp-ACM Office 3 ReMarkable Monthly Fee City Council Meal 8/6/24 Promo Items-FDC Workshop Promo Items-Raiders Events Office Furniture-ACM Office Refreshments-Raiders Training Dais Snacks/Council Refreshmen Refresh/Decor-Pony/Little Leag Refreshments-Shalimar Back 2 S Reconnection Office Supplies Ride Share-Client		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	BHBH GT: Equipment		
			Birth Certificate Fee		
			Assistance Funds Client		
			Small Tools & Equipment		
			Prime, Everlance, iCloud-Mon Fee		
			BHBH Funds-Furniture		
			Birth Certificate Fee		
			Assistance Client Moving		
			Reconnection Gas Card Client		
			CCMF Reg-Lori Ann		
			Credit-Alma R-ICMA		
			Inadvertent Charge		
			Conf Reg-CM Reynolds		
			Credit-Conf Reg-Alma R		
			3 ReMarkable Monthly Fee		
			Lunch Meeting-Lori Ann/Lidian		
			ICMA-Flight-Alma		
			Conf Reg-Alma, Cecilia		
			24 Policy Summit-Cecilia		
			Refreshments-NHS Monthly Mtg		
			Decor-Pony Celebration		
			Promo Items-FDC Workshop		
			Refreshments-Raiders Training		
			Sponsorship-Angel Light Academ		
			NFC Buss Card-DC LaPointe		
			License Renewal-Software-Jail		
			New OFC Onboarding Lunch		
			PT Supplies-New Recruits		
			Ntl Night Out Swag-Sunglasses		
			Avaya Telephone Circuit Boards		
			Yr Subscrip-Harvard Bus Review		
			WC Office Replacement TV		
			Promo Items-Crime Prevention		
			National Night Out Event Supp		
			National Night Out/Shalimar Ev		
			Animal Hospital Boarding		
			2 TV Ceiling Mounts		
			1-Step Auth ID Cards		
			Return-3 Wall Mounts		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	Work Stand, Tool Set		
			Key Boxes with Combos		
			3 TVs, 3 TV Wall Mounts		
			Rolling Tool Chest/Bike Room		
			Membership Dues		
			2 Gun Safes-Ford Limited		
			IACP Conf-Flight		
			ReMarkable Monthly Fee		
			Chair Mat-Yuli		
			3 Tablet Covers		
			Supp-Gift Baskets		
			Ice-Shalimar Event		
			National Night Out Supp		
			Heavy Duty Staple Gun/Staples		
			Employee Recognition Supp		
			Business Lunch Meeting		
			Conf Room-Water Supp/Badge Pin		
			Ref Office Book-Powerbi Softwa		
			Hotel Deposit		
			Training Equip		
			Batteries-Range		
			Refund-Hotel Deposit		
			Oil Waste Can-PD Range		
			Tuition-MMASC Conf-Wang		
			Tuition-Honor Guard-5 OFCs		
			Membership-CHIA-Scott,Peralta		
			Tuition-Traffic Safety Summit		
			Lodge-Pistol Mounted Instr-Her		
			Lodge-Sherman Block-Luczkiewic		
			Parking Credit-SLI-Luczkiewicz		
			Rashguards-Arrest&Control Trng		
			Tuition-CA Hostage Nego-Santib		
			Tuition-Digging Into Details-R		
			Tuition-Inv Critical Incidents		
			Tuition-NRTCC Conf-Leffingwell		
			Tuition-Public Order Grenadier		
			Tuition-Scientific Analysis-Pa		
			Tuition-Search Warrant-Patrol-		
			Tuition-Sp Event Planning-Chri		

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Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i>		
			Tuition-Tactical Rifle Instr-A		
			SWAT Equip-Batteries		
			Annual Conf Reg-IAEM		
			EOC Snacks-SAP Training		
			Annual Membership Renewal-IAEM		
			Traffic Supp		
			Small Tools-Break Room		
			Motor Rodeo-Traffic Event		
			iCloud Monthly Fee		
			Adobe Suite Monthly Fee		
			Canva Annual Subscription		
			Who Profile-Monthly Trial		
			Fraud Credit		
			Drone Propeller Blades		
			Portable Charger-Phone Extract		
			Tuition-ICS 300-Tripp		
			Lodge-Womens Leaders Conf-3		
			Tuition-Report Writing-Carbaja		
			Frame Display-Bodi Retirement		
			Monthly Charge		
			Working Team Lunch Budget		
			Snack for Team-Budget Process		
			Working Team Breakfast Budget		
			Monthly Management Analyst Mee		
			Office Supplies		
			Membership Renewal		
			Membership Renewals		
			Finance Dept Meeting		
			Refund Office Supplies		
			Meeting with Banking Partners		
			Mesa Water		
			Monitor Mount		
			Office Chair Cushion		
			Display Cables USB Cables		
			Heavy Duty Dual Monitor Arm		
			Office Chair Seat Cushion		
			USB 3.1 Type C Etheral Adapter		
			Monthly Fee On-Line Queing		
			Chair for New Staff Member		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	City Logo Attire for Staff		
			Paper Products for IT Admin		
			Refreshments for M365 Roundtab		
			6-Pack Magnetic Hooks		
			Team Pro Annual for 8 Users		
			Monthly Fee On-Line Meeting PI		
			Webinar Training		
			Conference		
			Meet and Greet		
			Rite Aid		
			Home Depot		
			Job Posting		
			Conference Registration		
			Rater Panel Supplies		
			Office		
			Training		
			Oral Board		
			Job Posting		
			Membership Dues		
			Items for Concerts in Park		
			Bowl for National Night Out		
			Items for National Night Out		
			CASp Certification Payment		
			Laptop Stand for Senior Mng SK		
			Language of Numbers		
			Cannabis Software App		
			Cannabis Cloud Base Storage		
			National Community Developmnt		
			2 Surface Laptop Hard Shell Co		
			2024 Smart Coast California Po		
			APA California 2024 Conference		
			Principal Planner Rater Busine		
			Protective Laptop Case for Sen		
			Flight;CPSE		
			Registration; CPSE		
			Credit		
			David Clark Head Sets		
			Kitchen Supplies Sta#5		
			Ktichen Supplies Sta#5		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	File Sharing Membership		
			Best Buy Total Membership		
			Kitchen Supplies-Station 5		
			Rockers for Uniforms CADET		
			Lodging SQF Lightning Incident		
			Fuel & Rental Car Overhead C		
			Food		
			Fuel		
			Vehicle Rental		
			CPR Certification for CRR		
			Station 4 Classroom Water		
			Cal Chiefs Annual Conference		
			HVAC Supplies		
			Ground Outlets		
			Fire Alarm Detector		
			Batteries for Flashlight		
			Replacement Ink Cartridges		
			Hose Reels For Graffiti Trucks		
			Business Meeting		
			ICMA Registration		
			Airfare ICM Annual Conference		
			Sales Tax		
			Stock Equipment		
			Stock-50/50 ELC		
			2 Course Enrollment EVT		
			CNG Fuel for Unit 340		
			Vacuum Hose Adapter for Grinde		
			Shop Tools		
			Credit/Refund		
			Stock & Different Equipment		
			Business Meeting		
			CEAOC Registration		
			ICMA Membership Raja		
			Office Supplies Engineering		
			Business Meeting		
			Online Subs		
			APA California 2024 Conference		
			APA Orange Sections Annual His		
			Planning Commission Business M		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	Snacks for Fairview Developmen		
			Subs Chief Stefano		
			Items for the Office		
			20 oz Tumblers with Logo		
			2025 Shift Desk Calendars		
			Membership;FPO Section Fire Ma		
			Subs		
			Office Supplies		
			Breakfast Meeting CMFR Trainin		
			Breakfast Meeting Santa Ana Co		
			Coffee for Command Staff Meeti		
			Gas; Partial Fill for FC Vehic		
			Rec Equip-Day Camp		
			Fraudulent Charge Credit		
			Rec Supp-Fields		
			Office Supp-Fields		
			Personal Charge		
			Year Membership Renewal		
			Concert in the Park Food		
			Community Garden Food/Supp		
			Refund-Face Paint		
			Cleaning Supp-NHCC		
			Coffee Svc Supp-NHCC		
			Popcorn-Movies in Park		
			Craft/Supp-Movies in Park		
			Office Supp/Wipes-NHCC/Front D		
			Office Supplies		
			Muni Mgmt Assoc Conference		
			Returned Office Supp Credit		
			Training		
			Form Building Software		
			Special Event Supplies		
			Candy-City Booth		
			OC Forum Tix-Director Gruner		
			Food/Drink-Public Mtg-Arts/PAC		
			Small Tools		
			FVP Inter Sign Install Materia		
			Safety		
			Office Supplies		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		Line Description:	Returned Office Supp Credit		
			Rec Equip-ROCKS		
			Arts/Craft Supp-ROCKS		
			Office Supplies-ROCKS		
			Supplies-Concert		
			Access CM Dance Supp/Refreshme		
			Concert Event Supplies		
			Annual Memberships-CPRS		
			Refreshments-Community Trip		
			Food-Veterans Social Group Mtg		
			Office Supplies		
			Rec-SC & Events		
			Rec-Excursion Fee		
			Sm Tool/Equip-Teen Center		
			Stationary/Office Supplies		
			Sm Tool/Equip-Office Furniture		
			Rec Equip-DAC		
			Office Equip-DAC		
			Safety Items-DAC		
			Online Subscription		
			Sp Event Supp-Teen Prog		
			Refund-Online Subscription		
			Pro Dev-Dept Full Time-Chief L		
			Office Supplies		
			Sams Club Membership		
			Ergonomic Computer Keyboard		
			Safety Equip-DRC		
			Tools-LEAP		
			Food/Supp-LEAP		
			Rec Equip-LEAP		
			Office Equip-LEAP		
			Arts/Craft Supp-LEAP		
			Subscription/Books-LEAP		
			Arts/Craft Supp-ARTventure		
			Subscription Rental-Sr Ctr		
			Maint Equip		
			Office Supp		
			Coffee Station Supp		
			Spottify Monthly Fee		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
		<i>Line Description:</i>	Cricut Design Subscription		
			Event Supplies		
			City Commission		
			Promos, Subscriptions		
			Rec Equip-Day Camp		
			Rec Equip-Mobile Rec		
			Food/Supp-Youth Sports		
			Office Supp-Mobile Rec		
			Office Supp-Youth Sports		
			Rec Equip-Early Childhood		
			Arts/Craft Supp-Mobile Rec		
			Excursion/Parking-Day Camp		
			Tools-BCC		
			Office Supp-BCC		
			Computer Equip-BCC		
			Food/Supp-Day Camp		
			Rec Equip-Day Camp		
			Safety Items-ROCKS		
			Food/Supp-Youth Sports		
			Rec Equip-Youth Sports		
			Bottled Water-Youth Sports		
			Excursion-Day Camp 7/23/24		
			Office Equip		
			Refreshment-Sr Grocery		
			Supp-Water Station/Keurig		
			Refreshment-Community Trip		
			Refreshment-Volunteer Lunch		
			Supp-Craft Classes		
			Supp-Water Station		
			Supp-Movies in Park		
			Supp-Thanksgiving Lunch		
			Supp-LEAP Trick or Treat		
			NYT,LAT,OCR,CC-Monthly Fee		
			APStyleBook,We Transfer-Yr Fee		
			REg-CM Reynolds-Urban Land Ins		
					TOTAL \$244,810.73

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250174	09/30/24	P	Antonio Macias	0000021817	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
0250175	09/30/24	P	Barbara Tintle	0000016912	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250176	09/30/24	P	Bonnie Kubota	0000005792	604.56
			Line Description: Qrtly Retiree Medical Payment		
0250177	09/30/24	P	Bradley Whiteaker	0000000341	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250178	09/30/24	P	Burton Santee	0000003920	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250179	09/30/24	P	Chano Camarillo	0000001558	630.67
			Line Description: Qrtly Retiree Medical Payment		
0250180	09/30/24	P	Chris Holmes	0000002557	554.16
			Line Description: Qrtly Retiree Medical Payment		
0250181	09/30/24	P	Chris Reed	0000003777	822.58
			Line Description: Qrtly Retiree Medical Payment		
0250182	09/30/24	P	Clint Dieball	0000004717	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
0250183	09/30/24	P	Dan Mudra	0000006272	924.00
			Line Description: Qrtly Retiree Medical Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0250184	09/30/24	P	David Alkema	0000000970	879.00
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
0250185	09/30/24	P	Deanna Reed	0000002777	604.56
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
0250186	09/30/24	P	Dennis Barton	0000001209	234.84
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
0250187	09/30/24	P	Diane J Moore	0000003221	290.90
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
0250188	09/30/24	P	Don Boynton	0000015805	405.93
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
0250189	09/30/24	P	Donna Fagot	0000013934	428.04
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
0250190	09/30/24	P	Eric Engle	0000002128	503.37
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
0250191	09/30/24	P	Frank Rudisill	0000003871	746.49
		<i>Line Description:</i> Qrtly Retiree Medical Payment			
0250192	09/30/24	P	Frederick Merrill	0000005365	1,029.00
		<i>Line Description:</i> Qrtly Retiree Medical Payment			

Bank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250193	09/30/24	P	Fredric Wagner	0000004444	991.50
			Line Description: Qrtly Retiree Medical Payment		
0250194	09/30/24	P	Gary Golson	0000002370	537.34
			Line Description: Qrtly Retiree Medical Payment		
0250195	09/30/24	P	Harold Arnold	0000001076	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250196	09/30/24	P	Harold Newbern	0000013391	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250197	09/30/24	P	Henry Santo	0000003921	924.00
			Line Description: Qrtly Retiree Medical Payment		
0250198	09/30/24	P	James Boucher	0000021818	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
0250199	09/30/24	P	James Solliday	0000015717	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
0250200	09/30/24	P	John E Fitzpatrick	0000002234	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250201	09/30/24	P	John Pherrin	0000006031	672.68
			Line Description: Qrtly Retiree Medical Payment		
0250202	09/30/24	P	Karin Robinson	0000008079	349.13
			Line Description: Qrtly Retiree Medical Payment		

SUMMARY CHECK REGISTER

Bank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250203	09/30/24	P	Karl J Verhoef	0000004410	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
0250204	09/30/24	P	Keith M Jones	0000002776	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250205	09/30/24	P	Kenneth Soltis	0000007968	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250206	09/30/24	P	Kevin Gleason	0000006350	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
0250207	09/30/24	P	Klaus Straschil	0000004169	537.34
			Line Description: Qrtly Retiree Medical Payment		
0250208	09/30/24	P	Larry Arruda	0000001080	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250209	09/30/24	P	Larry M Hicks	0000002525	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
0250210	09/30/24	P	Lawrence P Torres	0000004278	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250211	09/30/24	P	Lawrence Stice	0000015806	924.00
			Line Description: Qrtly Retiree Medical Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250212	09/30/24	P	Lou Steiner	0000005965	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250213	09/30/24	P	Marilyn Ellis-Hollobaugh	0000002108	537.34
			Line Description: Qrtly Retiree Medical Payment		
0250214	09/30/24	P	Merton Switzer	0000004204	259.78
			Line Description: Qrtly Retiree Medical Payment		
0250215	09/30/24	P	Michael Basso	0000021265	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250216	09/30/24	P	Michael Moran	0000018227	503.37
			Line Description: Qrtly Retiree Medical Payment		
0250217	09/30/24	P	Michael Swanson	0000006237	991.50
			Line Description: Qrtly Retiree Medical Payment		
0250218	09/30/24	P	Michael Treanor	0000006788	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250219	09/30/24	P	Michael V Ginther	0000002339	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250220	09/30/24	P	Michael W Carver	0000001599	789.06
			Line Description: Qrtly Retiree Medical Payment		
0250221	09/30/24	P	Neil Leveratt	0000002948	873.45
			Line Description: Qrtly Retiree Medical Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250222	09/30/24	P	Pamela S Greene	0000005256	377.41
			Line Description: Qrtly Retiree Medical Payment		
0250223	09/30/24	P	Patricia Novack	0000012034	806.23
			Line Description: Qrtly Retiree Medical Payment		
0250224	09/30/24	P	Perry J Grant	0000008771	806.23
			Line Description: Qrtly Retiree Medical Payment		
0250225	09/30/24	P	Peter Merritt	0000005114	746.49
			Line Description: Qrtly Retiree Medical Payment		
0250226	09/30/24	P	Peter Tenace	0000007198	290.90
			Line Description: Qrtly Retiree Medical Payment		
0250227	09/30/24	P	Robert B Phillips	0000005388	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250228	09/30/24	P	Robert Beauchamp	0000001223	537.34
			Line Description: Qrtly Retiree Medical Payment		
0250229	09/30/24	P	Robert Ciszek	0000001670	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
0250230	09/30/24	P	Robert Fate	0000002183	873.45
			Line Description: Qrtly Retiree Medical Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250231	09/30/24	P	Robert L Taylor	0000006299	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250232	09/30/24	P	Roger Neth	0000003312	1,029.00
			Line Description: Qrtly Retiree Medical Payment		
0250233	09/30/24	P	Ronald A Smith	0000004053	554.16
			Line Description: Qrtly Retiree Medical Payment		
0250234	09/30/24	P	Rulon Hatch	0000006012	873.45
			Line Description: Qrtly Retiree Medical Payment		
0250235	09/30/24	P	Sam Nguyen	0000021573	470.92
			Line Description: Qrtly Retiree Medical Payment		
0250236	09/30/24	P	Scott Broussard	0000001420	928.95
			Line Description: Qrtly Retiree Medical Payment		
0250237	09/30/24	P	Sheila Maurice	0000003091	290.90
			Line Description: Qrtly Retiree Medical Payment		
0250238	09/30/24	P	Stanley Borek	0000001347	380.44
			Line Description: Qrtly Retiree Medical Payment		
0250239	09/30/24	P	Steven Spielberg	0000004127	604.56
			Line Description: Qrtly Retiree Medical Payment		
0250240	09/30/24	P	Teresa Peterson Goerke	0000016963	503.37
			Line Description: Qrtly Retiree Medical Payment		

Bank: CITY
Cycle: AMNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250241	09/30/24	P	Thomas Banks	0000021751	873.45
		Line Description: Qrtly Retiree Medical Payment			
0250242	09/30/24	P	Thomas MacDuff	0000006064	873.45
		Line Description: Qrtly Retiree Medical Payment			
0250243	09/30/24	P	Thomas Neth	0000007978	1,029.00
		Line Description: Qrtly Retiree Medical Payment			
0250244	09/30/24	P	Thomas Stewart	0000006560	503.37
		Line Description: Qrtly Retiree Medical Payment			
0250245	09/30/24	P	Ursula Basich	0000022488	649.33
		Line Description: Qrtly Retiree Medical Payment			
0250246	09/30/24	P	Ve Tran	0000004296	873.45
		Line Description: Qrtly Retiree Medical Payment			
0250247	09/30/24	P	Virginia Anderson	0000008307	234.84
		Line Description: Qrtly Retiree Medical Payment			
0250248	09/30/24	P	William Todd	0000004269	201.23
		Line Description: Qrtly Retiree Medical Payment			
TOTAL					\$55,067.71

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250340	10/03/24	P	Community Legal Aid SoCal	0000030258	24,040.89
		Line Description:	No Cost Legal Aid Housing		
0250341	10/03/24	P	The Home Depot Credit Services	0000002560	26,879.12
		Line Description:	Tools		
			Electrical Supplies Park Maint		
			Electrical Supplies Bldg Maint		
			Hardware Supplies Park Maint		
			Hardware Supplies Bldg Maint		
			Maint Equipment Bldg Maint		
			Tools Response/Control		
			Bldg Maint Plumbing		
			Auto Parts/Supplies		
			Inventory		
			Promo Items		
			Tools Equip Maint		
			General Supplies Bldg Maint		
			Hardware Supplies Bldg Maint		
			Hardware Supplies Park Maint		
			Inventory Purchase Warehouse		
			Plumbing Supplies Bldg Maint		
			General Supplies Street Maint		
			Electrical Supplies Bldg Maint		
			General Supplies Graffiti Abat		
			Gernal Supplies		
			General Supplies		
			Tools Park Maint		
			Tools Equip Maint		
0250342	10/03/24	P	Sims Orange Welding Supply Inc	0000004030	1,761.91
		Line Description:	Welding Supplies		
			Welding Supplies		
			Welding Supplies		
			Welding Supplies		
			Welding Supplies		
			Welding Supplies		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
		<i>Line Description:</i>	Welding Supplies		
			Welding Supplies		
			Welding Supplies		
TOTAL					\$52,681.92

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250343	10/04/24	P	Crosstown Electrical & Data Inc	0000017487	44,296.12
		<i>Line Description:</i> Traffic Signal Mod Proj#24-02/ Retention Proj #24-02/#300183			
0250344	10/04/24	P	Musco Sports Lighting LLC	0000009418	716,537.50
		<i>Line Description:</i> Upgrade sports field lighting			
0250345	10/04/24	P	Siemens Industry Inc	0000002904	46,067.92
		<i>Line Description:</i> EMERGENCY HVAC REPAIR			
0250346	10/04/24	P	Southern California Edison Company	0000004088	23,660.68
		<i>Line Description:</i> NHCC 8/28-9/26/24 2917-3171 Red Hill 8/9-9/17/24 2948 Bristol 8/15-9/15/24 2301 Harbor 8/23-9/23/24 3349 Sakioka 8/26-9/24/24 3351 Sakioka 8/26-9/24/24 702 1/2 Victoria 8/29-9/29/24 3460 Smalley 8/30-9/30/24 Joann Bike Trail Sep 24 1624 Gisler 8/30-9/30/24 3129 Harbor 8/30-9/30/24 Sunflower/Plaza Sep 24 Loan8670 Sep24 Sunflower/Plaza 1895 Irvine 8/30-9/30/24 Baker/Royal Palm Sep 24 19th/Npt Sep 24 Npt Fwy/Baker Sep 24 SD Fwy On/Off Sep 24 1860 Anaheim 8/29-9/29/24 702 Victoria 8/29-9/29/24 1952 Newport 8/27-9/25/24 Davis Field 8/28-9/26/24 348 E 17th Ped 8/26-9/24/24 Sr Ctr 8/28-9/26/24			

Bank: CITY

Run Date Oct 04,2024

Cycle: AWKLY

Run Time 12:13:05 PM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: 360 W Wilson 8/28-9/26/24		
0250348	10/04/24	P	AGA Engineers Inc	0000028838	7,345.00
			Line Description: Fairview@Wilson Trfc Mod-Aug24		
0250349	10/04/24	P	AT & T	0000001107	118.41
			Line Description: Internet-Skate Park Camera		
0250350	10/04/24	P	AT & T	0000001107	2,581.41
			Line Description: Red Phone Fire Sta#1		
			Red Phone Fire Sta#2		
			Red Phone Fire Sta#3		
			Red Phone Fire Sta#5		
			PRI Circuit Inbound Trunk		
			Fire Emergency Line		
			Jack Hamett Sports Complex		
			WSS Alarm		
			DRC Fire Alarm		
			Lions Park Baseball Field		
			NCC Fire Alarm		
			Local Usage		
			Balearic Center Fax		
			Senior Center Elevator		
			Lions Park		
			Red Phone Fire Sta#4		
			Red Phone Fire Sta#6		
			Fire Sta#1 Fire Alarm System		
			2310 Placentia Irrigation		
0250351	10/04/24	P	Alejandra Medrano	0000030864	200.00
			Line Description: Refund Rec Dep 2008565.002		
0250352	10/04/24	P	B & M Lawn & Garden Center	0000001151	105.75
			Line Description: CHAIN SAW REPAIR		

Bank: CITY
Cycle: AWKLY

Run Date Oct 04, 2024

Run Time 12:13:05 PM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250353	10/04/24	P	Building Industry Assn of So Calif Inc <i>Line Description:</i> 2024 Annual Mbrshp	0000017609	853.00
0250354	10/04/24	P	CALBO <i>Line Description:</i> 3035 Ed Week Trng-Doudar	0000001483	155.00
0250355	10/04/24	P	CBE <i>Line Description:</i> Copier Maint 9/5-10/4/24 Copier Maint 9/5-10/4/24 Copier Maint 7/5-8/4/24 Copier Maint 8/5-9/4/24 Copier Maint 9/5-10/4/24 Copier Maint 8/20-9/19/24	0000015149	369.86
0250356	10/04/24	P	Canon Financial Services Inc <i>Line Description:</i> Copier Lease 7/20-8/19/24 Copier Lease 8/20-9/19/24 Copier Lease 9/20-10/19/24 Copier Lease-Jul 2024 Copier Lease-Aug 2024 Copier Lease-Sep 2024	0000023241	1,994.53
0250357	10/04/24	P	CoreLogic Information Solutions Inc <i>Line Description:</i> Property Related Rpt-Aug 24 Property Related Rpt-Jul 2024	0000004774	13.78
0250358	10/04/24	P	Costa Mesa Lock & Key <i>Line Description:</i> Keys	0000001817	79.20
0250359	10/04/24	P	Dana Potts <i>Line Description:</i> Crimnial Subpoena Reimb8/27/24	0000008186	152.59

Bank: CITY

Run Date Oct 04, 2024

Cycle: AWKLY

Run Time 12:13:05 PM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250360	10/04/24	P	David Briseno	0000030984	278.52
			Line Description: Refund Permit BXMC-24-0091		
0250361	10/04/24	P	David Etnire	0000030919	90.00
			Line Description: Basketball Referee-9/30/24		
0250362	10/04/24	P	Demetrius Mayhand	0000030111	60.00
			Line Description: Basketball Referee-9/25/24		
0250363	10/04/24	P	Dixon Resources Unlimited	0000027441	658.75
			Line Description: On Call Support Svc-Aug 2024		
			On Call Support Svc-Jul 2024		
0250364	10/04/24	P	Elizabeth Zaragoza	0000030986	100.00
			Line Description: Refund Rec Dep 2008536.002		
0250365	10/04/24	P	Everett Dorey LLP	0000026882	102.40
			Line Description: Ohoio House/General		
0250366	10/04/24	P	Farhan Chowdhury	0000030269	150.00
			Line Description: Basketball Referee-9/30/24		
			Basketball Referee-9/25/24		
0250367	10/04/24	P	Fed Ex	0000002190	30.66
			Line Description: Delivery Fee		
0250368	10/04/24	P	Federal Technology Solutions Inc	0000024174	3,025.86
			Line Description: Replace 11 APs With New Model		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Data Drop Troubleshoot/Repair		
0250369	10/04/24	P	Ferguson Enterprises Inc #1350	0000007785	125.69
			Line Description: Plumbing Supplies		
0250370	10/04/24	P	Flowater	0000029719	646.50
			Line Description: Water Filtration System		
0250371	10/04/24	P	Freedom Forever LLC	0000027477	550.66
			Line Description: Refund Permit BXPV-24-0059		
0250372	10/04/24	P	Fuel Pros Inc	0000026476	712.51
			Line Description: Reset ESO Repositioned Sensor Filter Replace@CY Pump #2		
0250373	10/04/24	P	G & W Towing	0000002289	216.00
			Line Description: Towing Svc-Unit #790 Towing Svc-Unit #727		
0250374	10/04/24	P	Galls LLC	0000002297	4,722.45
			Line Description: Uniform-Melendez Uniform-Munoz Uniform-Peralta Uniform-Carbury Uniform-Donoghue Uniform-Rohr Uniform-Paul Uniform-Terajima Uniform-Roman Uniform-Howard Uniform-Salem Uniform-Baker		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250375	10/04/24	P	HCI Systems Inc <i>Line Description:</i> Refund Permit FFAC-24-0030	0000023295	287.40
0250376	10/04/24	P	Hanks Electrical Supplies <i>Line Description:</i> Electrical Supplies Electrical Supplies	0000002445	114.33
0250377	10/04/24	P	Hoag Executive Health <i>Line Description:</i> HOAG Wellness Exams-Jul 24 HOAG Wellness Exam-Aug 2024	0000030617	8,855.00
0250378	10/04/24	P	IDS Group Inc <i>Line Description:</i> IT Office/Trng Rm Design	0000022643	12,469.30
0250379	10/04/24	P	Imraan Yusuf Sada <i>Line Description:</i> Livescan Exp Reimb	0000030981	25.00
0250380	10/04/24	P	Irvine Onnuri Church <i>Line Description:</i> Refund Inv 00017072	0000030987	200.00
0250381	10/04/24	P	Iteris Inc <i>Line Description:</i> Video Detection System @ a Sig	0000008920	11,997.96
0250382	10/04/24	P	Johnson Favaro LLP <i>Line Description:</i> Lions Pk Proj-Jul 2024 Lions Pk Proj-Aug 2024 Lions Pk Proj-Sept 2024	0000023249	8,743.04

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250383	10/04/24	P	Justin Soffa	0000030988	500.00
			Line Description: Refund Permit PMND-24-0012		
0250384	10/04/24	P	Kelly Spicers Stores	0000029500	335.58
			Line Description: Presentation Bond		
0250385	10/04/24	P	Kimball Midwest	0000006819	1,346.75
			Line Description: Shop Supplies		
0250386	10/04/24	P	Liefke Mechanical Inc	0000030985	113.46
			Line Description: Refund Permit BMEC-24-0114		
0250387	10/04/24	P	Linda Johnson	0000003649	100.00
			Line Description: Refund Rec Dep 2008534.002		
0250388	10/04/24	P	Lynn Walker	0000030965	65.57
			Line Description: Refund Rec Dep 2008519.002		
0250389	10/04/24	P	Manufactured Home Inspection, INC.	0000030219	10,650.00
			Line Description: Rehab Grant 1750 Whittier Ave		
0250390	10/04/24	P	Maria Hernandez	0000013416	80.00
			Line Description: Refund Rec Dep 2008520.002		
0250391	10/04/24	P	Merrimac Energy Group	0000021566	12,538.79
			Line Description: Diesel Fuel FS#5		
			Diesel Fuel FS#2		
			Diesel Fuel FS#1		
			Diesel Fuel FS#6		
			Diesel Fuel Corp Yard		

Bank: CITY
Cycle: AWKLY

Run Date Oct 04, 2024

Run Time 12:13:05 PM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250392	10/04/24	P	Midwest Roofing Co Inc	0000030983	229.87
		<i>Line Description:</i>	Refund Permit BROF-23-0189		
0250393	10/04/24	P	Miracle Recreation	0000011640	2,861.18
		<i>Line Description:</i>	Playground Equipment & Parts		
0250394	10/04/24	P	Mobile Home Improvement	0000015213	14,225.00
		<i>Line Description:</i>	Rehab Grant 903 W 17th #44		
0250395	10/04/24	P	Moore Iacofano Goltsman Inc	0000016407	6,956.00
		<i>Line Description:</i>	Park Master Plan Update FVP Mesa Restoration Habitat		
0250396	10/04/24	P	NeWave Construction Inc	0000024108	2,764.12
		<i>Line Description:</i>	Finance Vault Wall		
0250397	10/04/24	P	Norwood Management LLC	0000029243	13,659.00
		<i>Line Description:</i>	October 2024 Rent		
0250398	10/04/24	P	Office Depot	0000003394	6,006.98
		<i>Line Description:</i>	Office Supplies Fire Office Supplies PD Office Supplies PD Ops Office Supplies Finance Office Supplies PD Svcs Office Supplies PD Patrol Office Supplies Transportaion Office Supplies PD Records Office Supplies Engineering Office Supplies PD Services Office Supplies City Manager		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: AWKLY

Run Date Oct 04,2024

Run Time 12:13:05 PM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Office Supplies Pub Services Office Supplies City Clerk		
0250399	10/04/24	P	Orange Coast College	0000003458	253.30
			<i>Line Description:</i> Instructor Pymnt-Summer 2024		
0250400	10/04/24	P	Orange County Dept of Education	0000000442	1,500.00
			<i>Line Description:</i> Refund Rec Dep 2008566.002 Refund Rec Dep 2008535.002 Refund Rec Dep 2008537.002		
0250401	10/04/24	P	Orange County Mosquito & Vector Control	0000021750	134.10
			<i>Line Description:</i> Inspection&Treatment Aug 24		
0250402	10/04/24	P	Patrick Carriglio	0000030980	20.00
			<i>Line Description:</i> Refund Citation CM070032146		
0250403	10/04/24	P	Pivot Solutions LLC	0000030415	7,723.23
			<i>Line Description:</i> 791-Paint and Body Repair		
0250404	10/04/24	P	Pro Motorcars Inc	0000030963	50.00
			<i>Line Description:</i> Refund Business License		
0250405	10/04/24	P	Pure Financial Advisors Inc	0000030774	100.00
			<i>Line Description:</i> Refund Rec Dep 2008563.002		
0250406	10/04/24	P	Red Wing Business Advantage Account	0000003772	898.03
			<i>Line Description:</i> Safety Boots Paul Lopez Ruben Salas Safety Boots Safety Boots Tobias Cenicerros Eduardo Avila Boots		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250407	10/04/24	P	Resource Building Materials <i>Line Description:</i> Sand for Sandblasting Removal	0000024350	419.26
0250408	10/04/24	P	Rincon Truck Center Inc <i>Line Description:</i> Stock-Gasket Bearings, Wheel Seal 520-Gasket Stock Low Pressure AC Switch	0000013236	1,920.66
0250409	10/04/24	P	SRPP III LP <i>Line Description:</i> Refund Permit HDL-64324 Refund Permit HDL-64332 Refund Permit HDL-64320 Refund Permit HDL-64322	0000030982	296.00
0250410	10/04/24	P	Samuel Ghaly <i>Line Description:</i> Refund Permit BPLM-24-0046 Refund Permit BPLM-24-0047 Refund Permit BBRA-23-0060	0000030964	626.10
0250411	10/04/24	P	Sandra Marrero <i>Line Description:</i> refund Citation CM010029502	0000030979	111.50
0250412	10/04/24	P	Shaw HR Consulting Inc <i>Line Description:</i> Reasonable Accommodations	0000021706	140.00
0250413	10/04/24	P	Southern California Gas Company <i>Line Description:</i> Sr Ctr 8/19-9/19/24 DRC 8/19-9/19/24 721 James 8/19-9/19/24 717 James 8/19-9/19/24	0000004092	3,326.34

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> BCC 8/22-9/24/24 Pool 8/19-9/19/24 NHCC 8/19-9/19/24 FS#2 8/21-9/23/24 FS#6 8/26-9/26/24 FS#1 8/22-9/24/24 FS#5 8/20-9/20/24 567 W 18th 8/19-9/19/24 FS#3 8/19-9/19/24 FS#4 8/20-9/20/24 PD 8/20-9/20/24 2300 Placentia 2 8/20-9/20/24 2310 Placentia 8/20-9/20/24 Comm 8/20-9/20/24		
0250414	10/04/24	P	Southwood Pest Control Inc	0000024106	5,550.00
			<i>Line Description:</i> Tent the Historial Society Bld		
0250415	10/04/24	P	Sparkletts	0000015725	1,269.91
			<i>Line Description:</i> Water Delivers Svcs - Dev. Svc Water Delivery Svcs - City Man Water Delivery Svcs - Public W Water Delivery Svcs - IT Water Delivery Svcs - IT Water Delivery Svcs - HR Water Delivery Svcs - Parks Water Delivery Svcs - Finance		
0250416	10/04/24	P	State of California Dept of Justice	0000001534	2,723.00
			<i>Line Description:</i> Livescan/Fingerprinting Servic Livescan/Fingerprinting-Aug 24		
0250417	10/04/24	P	The Code Group Inc	0000025073	2,865.38
			<i>Line Description:</i> Professional Consulting Svcs		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: CITY
Cycle: AWKLYRun Date Oct 04, 2024
Run Time 12:13:05 PM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250418	10/04/24	P	The Counseling Team International <i>Line Description:</i> Employee Support Svc-Jul 24 Employee Support Svc-Aug 2024	0000026352	700.00
0250419	10/04/24	P	The Intersect Group, LLC <i>Line Description:</i> Temp Alexis L Week End 9/5 Temp Dustin C Weeke End 9/6	0000030170	2,203.71
0250420	10/04/24	P	Transtech Engineers Inc <i>Line Description:</i> On-Call Staff Support	0000026910	5,510.00
0250421	10/04/24	P	US Bank <i>Line Description:</i> Payroll 24-19	0000002228	6,063.26
0250422	10/04/24	P	Verizon Wireless <i>Line Description:</i> FIRE IPADS 7/18-8/17/24 FIRE IPADS 8/18-9/17/24 WIRELESS PHONE 8/18-9/17/24 WIRELESS PHONE 8/18-9/17/24 WIRELESS PHONE 7/18/-8/17/24 WIRELESS PHONE 8/18-9/17/24 WIRELESS PHONE 7/18-8/17/24	0000008717	14,107.55
0250423	10/04/24	P	Waterline Technologies Inc <i>Line Description:</i> Hypochlorite Solutions	0000014520	446.84
0250424	10/04/24	P	Waxie Sanitary Supply <i>Line Description:</i> Warehouse Floor Stock	0000004480	11,952.19

TOTAL \$1,042,035.44

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250482	10/11/24	O	Galls LLC <i>Line Description: Overflow</i>	0000002297	0.00
TOTAL					0.00

(120.52)
23,704.33
1,405,752.49
835.42
0.00
\$ 1,430,171.72

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
018721	10/9/2024	V	Vincent Legaspi	0000028710	09/27/24	(120.52)
			Line Description: Bank account closed.			
TOTAL						(\$120.52)

SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018740	10/11/24	P	Amanda Kim	0000030668	553.85
			Line Description: Payoll Deduction 24-21		
018741	10/11/24	P	Andrew Hoang	0000030995	125.00
			Line Description: ICC Membership		
018742	10/11/24	P	Ann Barrett	0000024521	333.00
			Line Description: Peer Support Conf		
018743	10/11/24	P	Ariana Pacheco	0000030997	196.80
			Line Description: Adv ACE-V app for Fingerprint		
018744	10/11/24	P	Bryan Wadkins	0000005802	355.50
			Line Description: IACP Conf		
018745	10/11/24	P	CHC: Creating Healthier Communities	0000008015	10.00
			Line Description: Payoll Deduction 24-21		
018746	10/11/24	P	Costa Mesa Employees Association	0000006284	4,317.01
			Line Description: Payoll Deduction 24-21		
018747	10/11/24	P	Costa Mesa Executive Club	0000006286	155.00
			Line Description: Payoll Deduction 24-21		
018748	10/11/24	P	Costa Mesa Firefighters Association	0000001812	8,227.39
			Line Description: Payoll Deduction 24-21		
018749	10/11/24	P	Costa Mesa Police Association	0000001819	6,600.00
			Line Description: Payoll Deduction 24-21		

Report ID: CCM2001

City of Costa Mesa Accounts Payable

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SUMMARY CHECK REGISTER

Run Date Oct 10, 2024

Bank: DDP1

Run Time 10:46:38 AM

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018750	10/11/24	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payoll Deduction 24-21		
018751	10/11/24	P	Guyon Foxwell	0000029370	241.50
			Line Description: Missing & Unidentified Persons		
018752	10/11/24	P	Halle Parker	0000030996	36.72
			Line Description: Tyler User Group Conf		
018753	10/11/24	P	Isaiah Ashby	0000027738	333.00
			Line Description: Peer Support Conf		
018754	10/11/24	P	Joyce LaPointe	0000006332	355.50
			Line Description: IACP Conf		
018755	10/11/24	P	Mikelle Daily	0000029937	302.78
			Line Description: Energy Law Books-Construction		
018756	10/11/24	P	Ronald Lawrence	0000029540	355.50
			Line Description: IACP Conf		
018757	10/11/24	P	Rupsi Burman	0000030994	770.26
			Line Description: Travel/Airfare		
018758	10/11/24	P	Vincent Legaspi	0000028710	120.52
			Line Description: Patrol Rifle Instructor Patrol Rifle Instructor		
TOTAL					\$23,704.33

Bank: CITY
Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250532	10/11/24	P	CalPERS Long-Term Care Program	0000006287	85.42
Line Description: Payroll Deduction 24-21					
0250533	10/11/24	P	Pamela Lilly	0000025324	750.00
Line Description: Payroll Deduction 24-21					
TOTAL					\$835.42

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0250425	10/11/24	P	Admin Sure Inc	0000021568		17,139.00
			Line Description: Wkrs Comp Admin Fee-Oct 2024			
0250426	10/11/24	P	Alliant Insurance Services Inc	0000017608		49,598.00
			Line Description: 2024-25 Broker Fee			
0250427	10/11/24	P	Bound Tree Medical LLC	0000011695		66,583.66
			Line Description: EMS Supplies			
			EMS Supplies			
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0250428	10/11/24	P	Charter Communications	0000011202		30,457.58
			Line Description: 237926501-PD Video Svs			
			237929301-PD Video Svs			
			237940401-Fire Sta #4 Internet			
			237939901-Code Enforcement Net			
			237939801-City Hall Network Sv			
			237939701-PD Warehouse Network			
			237939601-Bridge Shelter Netwo			
			237939501-SCP Substation Netwo			
			237939001-Parks @ Corp Yard Pu			

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<div>Line Description:</div> <div>237938901-Bridge Shelter Video</div> <div>237938701-Bridge Shelter Publi</div> <div>237938601-CH Basement Internet</div> <div>237927801-City Hall Internet S</div> <div>237927401-Corp Yard Network Sv</div> <div>237927301-West Side Substation</div> <div>237927201-Senior Center Networ</div> <div>237926801-City Hall Network/Vi</div> <div>237926601-Snr Ctr Internet/Vid</div> <div>237926401-City Hall Public WiF</div> <div>237940501-Fire Sta #4 Network</div> <div>237940301-Library Public WiFi</div> <div>237939401-Fire Sta #3 Network</div> <div>237939301-Fire Sta #2 Network</div> <div>237939101-Fire Sta #1 Network</div> <div>237930101-City Hall Video Svs</div> <div>237927101-Parks Admin Network</div> <div>237927001-Fire Sta #6 Network</div> <div>237925901-PD Public WiFi</div> <div>237940001-Aug 24 Invoice</div> <div>237927601-BCC Network Svs</div> <div>237939201-DRC Network Svs</div> <div>237938801-NHCC Network Svs</div> <div>237940101-NHCC Public WiFi</div> <div>240159901-DRC Internet Svs</div> <div>237940001-CH Hub Network Svs</div> <div>237926201-City Hall Video Svs</div> <div>237926701-City Hall Video Svs</div>		
0250429	10/11/24	P	FALCK MOBILE HEALTH CORP.	0000019807	203,521.08
			<div>Line Description:</div> <div>Ambulance Trnsptn 9/1-9/15/24</div> <div>Ambulance Transptn9/16-9/30/24</div> <div>Surge Unit Fee-Aug2024</div>		
0250430	10/11/24	P	Ford Fleet Care	0000026262	28,051.47
			<div>Line Description:</div> <div>Vehicle Repairs-Aug 2024</div>		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250431	10/11/24	P	Lexipol LLC	0000017141	27,245.73
		Line Description:	Annual Law Enforcement Policy Annual Law Enforcement Policy		
0250432	10/11/24	P	Motorola Solutions Inc	0000003246	369,002.27
		Line Description:	Camera Mount Software Svc 9/21/23-9/20/24 Software Svc Sep 20-Aug 21 Software Svc Sep21-Aug 22 Equipment Software Svc 9/21/22-9/20/23		
0250433	10/11/24	P	Pinnacle Petroleum, Inc	0000029315	24,792.42
		Line Description:	Unleaded Fuel-PD		
0250434	10/11/24	P	Professional Sports Field Maintenance	0000011610	24,996.57
		Line Description:	Ballfield Renovations @ Tewink		
0250435	10/11/24	P	SCA of CA, LLC	0000029971	123,927.87
		Line Description:	Bi-Weekly Pressure Wash BS Sweeping Residential		
0250436	10/11/24	P	Southern California Edison Company	0000004088	94,347.53
		Line Description:	980 Arlington 9/3-10/1/24 970 Arlington 9/3-10/1/24 745 W 19th 9/4-10/2/24 Tennis Ctr 9/3-10/1/24 885 Junipero 9/3-10/1/24 Park Maint 8/7-9/30/24 1990 Placentia 9/5-10/3/24 900 Arlington 9/3-10/1/24 Fac & Equip 8/9-9/30/24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: 2750 Fairview 9/3-10/1/24		
0250437	10/11/24	P	Switzer Assoc Leadership Solutions	0000029731	15,924.95
			Line Description: Team Building Workshop - Trave Team Building Workshop 9/10-12 Consulting Leadership Coaching Team Building Workshop - Five		
0250438	10/11/24	P	Tyler Technologies Inc	0000027279	24,753.99
			Line Description: My Civic Bundle (Citizen Engag		
0250439	10/11/24	P	WLC Architects Inc	0000023955	32,281.25
			Line Description: FS #2 Reconstruction-Jul 24 FS #2 Reconstruction-Aug 24 FS #2 Reconstruction-Sep 24		
0250440	10/11/24	P	West Coast Arborists Inc	0000004498	43,895.18
			Line Description: Tree Maint Svc 9/1-9/15/24		
0250441	10/11/24	P	4Leaf Inc	0000029711	751.21
			Line Description: Plan Check Svc-Aug 2024		
0250442	10/11/24	P	ARC	0000022726	210.11
			Line Description: Lawn Signs		
0250443	10/11/24	P	AT & T Mobility	0000001107	96.08
			Line Description: Comm Cell Phones 8/12-9/11/24		
0250444	10/11/24	P	AT & T Teleconference Services	0000001107	493.50
			Line Description: Teleconference Svc Aug 24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250445	10/11/24	P	AVNI Enterprises Inc	0000030676	3,718.52
			Line Description: Parts for Fire Apparatus on an		
0250446	10/11/24	P	Ai Ley Tan	0000029642	3,250.00
			Line Description: Yoga Session-Aug 2024		
			Yoga Session-Sep 2024		
			Yoga Session-Jul 2024		
0250447	10/11/24	P	Alisa Ochoa	0000029944	300.00
			Line Description: Arts Comm Mtng Jul-Sep 2024		
0250448	10/11/24	P	Alldata	0000018288	1,500.00
			Line Description: Repair/Access Subscription		
0250449	10/11/24	P	Allison Mann	0000001338	300.00
			Line Description: Arts Comm Mtng Jul-Sep 2024		
0250450	10/11/24	P	Atkinson Andelson Loya Ruud & Romo	0000027289	6,891.69
			Line Description: Legal Svc-Aug 2024		
0250451	10/11/24	P	Brandice Leger	0000030845	300.00
			Line Description: Park & Comm Svc Jul-Sep 2024		
0250452	10/11/24	P	Canon Financial Services Inc	0000023241	2,284.13
			Line Description: Copier Lease 9/20-10/19/24		
			Copier Lease 9/20-10/19/24		
0250453	10/11/24	P	Carelon Behavioral Health of California	0000030107	3,027.78

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Employee Assistance Prog-Aug24 Employee Assistance Prog-Jul24 Employee Assistance Prog-Sep24		
0250454	10/11/24	P	Chandler Asset Management	0000022081	13,986.66
			Line Description: Invstment Mgnt Svc-Jul 2024 Invstment Mgnt Svc-Aug 2024 Invstment Mgnt Svc-Sep 2024		
0250455	10/11/24	P	Charlene M Ashendorf	0000017428	300.00
			Line Description: Arts Comm Mtng Jul-Sep 2024		
0250456	10/11/24	P	Cintas Corporation #640	0000023262	640.22
			Line Description: Kitchen Cleaning Supply-Jul 24 Kitchen Cleaning Supply-Aug 24 Kitchen Cleaning Supply-Sep 24		
0250457	10/11/24	P	ClearSource Financial Consulting	0000027331	4,440.00
			Line Description: FY24-25 Fee Schedule Prep		
0250458	10/11/24	P	Connell Chevrolet	0000001763	680.53
			Line Description: Repair-unit #070		
0250459	10/11/24	P	Costa Mesa Chamber of Commerce	0000004963	2,400.00
			Line Description: State of City Luncheon		
0250460	10/11/24	P	Costa Mesa Newport Harbor Lions Club	0000001818	1,000.00
			Line Description: Golf Tourn Sponsorship		
0250461	10/11/24	P	Cristian Garcia Arcos	0000030747	300.00
			Line Description: Park & Comm Svc Jul-Sep 2024		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250462	10/11/24	P	Danielle Samson	0000031001	400.00
			Line Description: ArtVenture Award		
0250463	10/11/24	P	Daniels Tire Service	0000001922	4,923.00
			Line Description: Warehouse Stock		
0250464	10/11/24	P	Data Ticket Inc	0000010929	7,036.56
			Line Description: Prkng Citation Process-Aug 24		
0250465	10/11/24	P	David Etnire	0000030919	30.00
			Line Description: Basketball Referee 10/2/24		
0250466	10/11/24	P	Deborah Wondercheck	0000029941	300.00
			Line Description: Arts Comm Mtng Jul-Sep 2024		
0250467	10/11/24	P	Dell Marketing LP	0000001963	851.85
			Line Description: Dell UltraSharp 32 4k-USB-C Hu		
0250468	10/11/24	P	Dennis Grubb & Assoc. Willdan Engr. Co	0000030346	1,212.84
			Line Description: Plann Check Svc-Aug 2024		
			Plan Check-Jul 2024		
0250469	10/11/24	P	Diversity Builder, Inc.	0000030353	103.50
			Line Description: Trang Reschedule Fee		
0250470	10/11/24	P	Ecolab Pest Elimination	0000024420	1,432.92
			Line Description: Pest Control Svc-Sep 2024		

Bank: CITY
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250471	10/11/24	P	Eduardo Iniestra	0000029307	500.00
		Line Description: 10/26/24 Barktoberfest - Music			
0250472	10/11/24	P	Elite Automotive Services, LLC	0000030681	2,948.38
		Line Description: Repair-Unit #713			
0250473	10/11/24	P	Elizabeth Dorn Parker	0000029192	300.00
		Line Description: Park & Comm Svc Jul-Sep 2024			
0250474	10/11/24	P	Embed Digital	0000030082	398.00
		Line Description: Subscription & Digital Menu Gr			
0250475	10/11/24	P	Endemic Environmental Services Inc	0000021277	11,458.13
		Line Description: FVP Wetland Maint 9/1-9/15/24			
0250476	10/11/24	P	Erica Lucia	0000029943	300.00
		Line Description: Arts Comm Mtng Jul-Sep 2024			
0250477	10/11/24	P	Evivie LLC	0000030967	11,800.00
		Line Description: Circuit Ride Share Prog			
0250478	10/11/24	P	Fisher Derderian	0000030055	300.00
		Line Description: Arts Comm Mtng Jul-Sep 2024			
0250479	10/11/24	P	Fuel Pros Inc	0000026476	750.00
		Line Description: DO Inspection-FS #2			
		DO Inspection-FS #6			
		DO Inspection-Corp Yard			

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250480	10/11/24	P	G & W Towing	0000002289	117.00
			Line Description: Towing Svc-Unit #731		
0250481	10/11/24	P	Galls LLC	0000002297	9,733.83
			Line Description: Uniform-Selinske		
			Uniform-Carbajal		
			Uniform-Hermes		
			Uniform-Hermes		
			Uniform-Diaz		
			Uniform-Hermes		
			Uniform-Loughlin		
			Uniform-Working		
			Uniform-Loughlin		
			Uniform-Lemus		
			Uniform-Maridakis		
			Uniform-Greeley		
			Uniform-Greeley		
			Uniform-McMahon		
			Uniform-McMahon		
			Uniform-Terajima		
			Uniform-Barajas		
			Uniform-Morales		
			Uniform-Sevilla		
			Uniform-Lawson		
			Uniform-Lawson		
			Uniform-Garcia		
			Uniform-Haney		
			Uniform-Frankle		
			Uniform-Bradbury		
			Safety Vest-S Code Enforcement		
0250483	10/11/24	P	Grainger	0000002393	1,695.15
			Line Description: Shop Stock-Cooler		
0250484	10/11/24	P	Heidi Zuckerman	0000029942	300.00

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Arts Comm Mtng Jul-Sep 2024		
0250485	10/11/24	P	Irvine Ranch Water District	0000005112	3,432.36
			Line Description: 261 Monte Vista 9/6-10/4/24		
			2603 Elden 9/9-10/4/24		
			258 Brentwood 9/6-10/4/24		
			308 University 9/6-10/7/24		
			106 Del Mar 9/9-10/4/24		
			220 E 23rd 9/9-10/7/24		
			170 Del Mar 9/9-10/4/24		
0250486	10/11/24	P	J&N Tactical	0000030733	1,440.00
			Line Description: SWAT Breaching Tools		
			Use & Sales Tax (7.75%)		
			Use & Sales Tax Payable		
0250487	10/11/24	P	Jaime Franco	0000031004	400.00
			Line Description: ArtVenture Award		
0250488	10/11/24	P	James Snordan	0000029974	30.00
			Line Description: Basketball Referee 10/2/24		
0250489	10/11/24	P	Jeff Wesson	0000031009	105.00
			Line Description: Basketball Referee 10/7/24		
0250490	10/11/24	P	Joe Mar Polygraph & Investigation	0000027462	4,750.00
			Line Description: Pre Emplymnt Polygraph Exams		
			Pre Emplymnt Polygraph Exams		
			Pre Emplymnt Polygraph Exams		
			Pre Emplymnt Polygraph Exams		
0250491	10/11/24	P	Jose Benito Nunez	0000031003	400.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: ArtVenture Award		
0250492	10/11/24	P	Kelly Brown	0000029489	300.00
			Line Description: Park & Comm Svc Jul-Sep 2024		
0250493	10/11/24	P	Klara Svahn Kaneko	0000031002	200.00
			Line Description: ArtVenture Award		
0250494	10/11/24	P	Landscape Structures Inc	0000024524	8,061.46
			Line Description: Playground Equipment & Parts o Playground Equipment & Parts o Playground Equipment & Parts o		
0250495	10/11/24	P	Langlois Fancy Frozen Foods	0000030651	259.20
			Line Description: Jail Food Services Sept 24		
0250496	10/11/24	P	Loomis	0000019082	510.71
			Line Description: ARMORED CAR SERVICES Sep 24		
0250497	10/11/24	P	Lyons Security Service Inc	0000027168	7,785.00
			Line Description: Whittier Elem Security-Sep 24 Rea Elementry Security-Sep 24 Wilson Elem Security-Sep 24		
0250498	10/11/24	P	Manufactured Home Inspection, INC.	0000030219	10,385.00
			Line Description: Rehab Grant 1750 Whittier Ave		
0250499	10/11/24	P	Melody Nunez	0000031005	400.00
			Line Description: ArtVenture Award		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250500	10/11/24	P	Monica Loss Dos Santos	0000031006	500.00
			Line Description: ArtVenture Award		
0250501	10/11/24	P	National Data & Surveying Services	0000021249	1,220.00
			Line Description: Speed Tube Machine Counts		
			Speed Tube Machine Counts		
0250502	10/11/24	P	Nicolas Cruz	0000031007	400.00
			Line Description: ArtVenture Award		
0250503	10/11/24	P	O Neil Storage	0000018395	412.89
			Line Description: Offsite Records Storage Sept24		
			Offsite Records Storage Aug 24		
			Offsite Records Storage July24		
0250504	10/11/24	P	Pacific Plumbing of Southern California	0000030657	809.83
			Line Description: Plumbing Services		
0250505	10/11/24	P	Pringles	0000003683	4,650.78
			Line Description: SALES TAX (7.75%)		
			INSTALLATION		
			DISCOUNT		
			WINDOW SHADE & COVERS		
0250506	10/11/24	P	Red Wing Business Advantage Account	0000003772	225.00
			Line Description: Safety Boots Patrick Bauer		
0250507	10/11/24	P	Rincon Truck Center Inc	0000013236	9,448.82
			Line Description: Stock-Gasket		
			Stock-Cab Bushing		
			Stock-Clamp Kit, Cleaning Kits		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Stock-DPF Kit		
0250508	10/11/24	P	SHI International Corp	0000016007	1,543.27
			Line Description: Computer Equipment-Field Work/ Keyboard		
0250509	10/11/24	P	Scott Glabb	0000020105	300.00
			Line Description: Park & Comm Svc Jul-Sep 2024		
0250510	10/11/24	P	Shayanne Wright	0000030053	300.00
			Line Description: Park & Comm Svc Jul-Sep 2024		
0250511	10/11/24	P	Stancil Corporation	0000021230	5,218.00
			Line Description: Maintenance for Stancil Voice		
0250512	10/11/24	P	Sydni Cain	0000030999	562.88
			Line Description: Property Damage Stlmnt-8/13/24		
0250513	10/11/24	P	Terry Wall	0000030052	300.00
			Line Description: Park & Comm Svc Jul-Sep 2024		
0250514	10/11/24	P	Tesla	0000026502	140.00
			Line Description: Refund Operational Permit		
0250515	10/11/24	P	The Counseling Team International	0000026352	400.00
			Line Description: Pre Employment Psych Assmnt		
0250516	10/11/24	P	The Home Depot Credit Services	0000002560	9,064.50
			Line Description: Promo Items		

Bank: CITY
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Tools Equip Maint Tools Street Maint Tools Response Control Health Items Street Maint General Supplies Bldg Maint General Supplies Graffiti Abat Hardware Supplies Park Maint Plumbing Supplies Bldg Maint General Supplies Street Maint Auto Parts/Supplies Equip Main Electrical Supplies Bldg Maint Hardware Supplies Bldg Maint		
0250517	10/11/24	P	The Intersect Group, LLC	0000030170	2,553.28
			Line Description: Temp Alexis L Week End 9/12 Temp Dustin C Week End 9/12		
0250518	10/11/24	P	Twist and Shout Events Inc.	0000030371	820.00
			Line Description: 10/26/24 Bartoberfest - Carica		
0250519	10/11/24	P	Tyrone Anthony Dedrick Jr	0000031008	105.00
			Line Description: Basketball Referee 10/7/24		
0250520	10/11/24	P	UC Regents	0000022660	850.00
			Line Description: Victim Physical		
0250521	10/11/24	P	US Postmaster	0000004377	10,000.00
			Line Description: Prepaid Bulk Item PI 4000		
0250522	10/11/24	P	Uline	0000010970	2,713.23
			Line Description: Supplies for Property Supplies for Jail		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0250523	10/11/24	P	Verified First LLC	0000027240	40.00
			Line Description: Pre-Employment Credit Checks		
0250524	10/11/24	P	Verizon Wireless	0000008717	1,841.61
			Line Description: Calnet NG Broadband -8/31/24		
0250525	10/11/24	P	Verizon Wireless	0000008717	8,286.43
			Line Description: PD Cell Phones 8/16-9/15/24		
			Cell/Hotspot 8/18-9/17/24		
			Cell Phone 8/18-9/17/24		
			Cell Phones 8/18-9/17/24		
			Cell Phone 8/18-9/17/24		
0250526	10/11/24	P	Vulcan Materials Company	0000007403	3,420.62
			Line Description: Asphalt		
			Asphalt		
			Asphalt		
			Asphalt		
			Asphalt		
			Asphalt		
			Asphalt		
			Asphalt		
0250527	10/11/24	P	Waxie Sanitary Supply	0000004480	1,244.23
			Line Description: Warehouse Stock		
			Warehouse Stock		
0250528	10/11/24	P	Williams Data Management	0000018803	522.38
			Line Description: Data Storage-Sep 2024		
0250529	10/11/24	P	World Oil Environmental Services	0000001088	446.74

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
<i>Line Description:</i> Waste Collection					
0250530	10/11/24	P	Yunex LLC	0000029573	14,250.00
<i>Line Description:</i> Whittier/Parkhill RRFB Install Bear/Town Cntr ISNS Install					
0250531	10/11/24	P	Zumar Industries Inc	0000004622	4,424.13
<i>Line Description:</i> Traffic Op Supplies					
TOTAL					<u>\$1,405,752.49</u>

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Cancel Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Date</u>	<u>Payment Amt</u>
0250131	10/17/2024	V	Folklore Mexicano	0000030941	09/20/24	(1,400.00)
<i>Line Description:</i> No-show at Park event. Payment cancelled.						
TOTAL						(\$1,400.00)

(1,400.00)
1,151,612.88
322,030.50

\$ 1,472,243.38

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250534	10/18/24	P	Admin Sure Inc	0000021568	17,139.00
			Line Description: Wkrs Comp Admin Fee-Nov 2024		
0250535	10/18/24	P	All City Management Services Inc	0000009480	57,950.70
			Line Description: Schl Crsng Guard 9/1-9/14/24		
			Schl Crsng Guard 8/18-8/31/24		
			Schl Crsng Guard 9/15-9/28/24		
			Schl Crsng Guard 7/7-7/20/24		
0250536	10/18/24	P	Architectural Engineering Technology Inc	0000029448	46,665.96
			Line Description: TSSP Baker-19th 6/1-9/30/24		
0250537	10/18/24	P	BPR, Inc.	0000030238	49,933.00
			Line Description: Citywide Sidewalk Repair		
0250538	10/18/24	P	BrightView Landscape Services Inc	0000026055	211,786.69
			Line Description: Landscape Maint-Sep 2024		
			Irrigation Repair-Aug 2024		
0250539	10/18/24	P	Federal Technology Solutions Inc	0000024174	39,197.37
			Line Description: SALES TAX (7.75%)		
			CAMERA INSTALLATION		
			Additional Cable Locations		
0250540	10/18/24	P	Ford Fleet Care	0000026262	17,185.40
			Line Description: Ford Parts		
			Ford Repair		
0250541	10/18/24	P	Gentry General Engineering	0000030532	55,431.55
			Line Description: AdamPinecreek Proj #23-11		
			Retention Proj #23-11/#300174		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250542	10/18/24	P	Glenn Lukos & Associates Inc	0000011626	30,388.52
		Line Description:	Vernal Pool 7/27-9/6/24 Vernal Pool Proj 7/1-7/26/24		
0250543	10/18/24	P	Interwest Consulting Group Inc	0000021505	40,868.05
		Line Description:	Buldg & Safety Plan Reviw-Aug Plan Review Svc-Aug 2024 Adam/Pinecreek Proj-May 2024 Adam/Pinecreek Proj-Sep 2024 Adam/Pinecreek Proj-Aug 2024 dam/Pinecreek Proj-Aug 2024 Adam/Pinecreek Proj-Jul 2024 Adam/Pinecreek Proj-Jun 2024		
0250544	10/18/24	P	Lyons Security Service Inc	0000027168	21,960.00
		Line Description:	Security Lions Park		
0250545	10/18/24	P	Michael Baker International Inc	0000024229	59,110.00
		Line Description:	Hive Live Residential Project Hive Live Residential Project		
0250546	10/18/24	P	Michelle Niles	0000031013	20,000.00
		Line Description:	Final Settlement-8/9/21		
0250547	10/18/24	P	OCEMT Corp	0000007421	24,654.07
		Line Description:	SALES TAX (7.75%) COURSE SUPPLIES SHIPPING OCEMT PARAMEDIC CLASS		
0250548	10/18/24	P	OakWest Services Inc	0000029497	39,970.92

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Remove & replace picnic shelte		
0250549	10/18/24	P	Pacific Symphony	0000030109	20,000.00
			<i>Line Description:</i> PARK PERFORMANCE		
0250550	10/18/24	P	Pinnacle Petroleum, Inc	0000029315	48,418.04
			<i>Line Description:</i> Unlead Fuel PD Unleaded Fuel CY		
0250551	10/18/24	P	Southern California Edison Company	0000004088	45,782.11
			<i>Line Description:</i> 1587 Sunflower 9/9-10/7/24 152 Baker 9/10-10/8/24 707 W 18th 9/6-10/6/24 711 W 18th 9/6-10/6/24 734 James 9/6-10/6/24 740 James 9/6-10/6/24 744 James 9/6-10/6/24 3175 Airway 9/10-10/8/24 Arlington PED X 9/10-10/8/24 360 Ogle 9/11-10/9/24 Signals 9/6-10/6/24 744 James A 9/6-10/6/24 3190 Airport Loop 9/10-10/8/24 Street Lights Sep 24 Vet Hall 9/6-10/6/24 BCC 9/6-10/6/24 350 Bristol 9/10-10/8/24 2590 Placentia B 9/6-10/6/24		
0250552	10/18/24	P	Starfish Signs & Graphics LLC	0000030554	19,942.51
			<i>Line Description:</i> Manufacture & Install 116 Bicy		
0250553	10/18/24	P	The Sayler Group Corp	0000030033	15,768.00
			<i>Line Description:</i> Trash&Debris Removal July 24		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Trash&Debris Removal Aug 24 Trash&Debris Removal Sept 24		
0250554	10/18/24	P	Tovey Shultz Construction Inc	0000025581	50,064.14
			Line Description: Retention Proj 17-03 PW Agreement City Project No.		
0250555	10/18/24	P	West Coast Arborists Inc	0000004498	45,474.15
			Line Description: Tree Maint Svcs 9/15-9/30		
0250556	10/18/24	P	Wintech Solutions Inc	0000012563	15,225.00
			Line Description: Window Tinting @ FS#6		
0250557	10/18/24	P	ARC	0000022726	409.04
			Line Description: Lions Pk Cafe Bldg Proj #17-03 Lions Pk Cafe Proj #17-03		
0250558	10/18/24	P	AVNI Enterprises Inc	0000030676	269.38
			Line Description: Parts for Fire Apparatus on an		
0250559	10/18/24	P	Agriserve Pest Control Inc	0000025268	1,640.00
			Line Description: Plant Healthcare Svcs for Tree Plant Healthcare Svcs for Tree Plant Healthcare Svcs for Tree Plant Healthcare Svcs for Tree		
0250560	10/18/24	P	Anne Marie Lister	0000030342	400.00
			Line Description: Scarecrow Fest-10/12/24		
0250561	10/18/24	P	Anomaly Squared	0000030491	4,247.50
			Line Description: 24/7/365 Call Svc-Aug 2024		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: 24/7/365 Call Svc-Jul 2024 24/7/365 Call Svc-Sep 2024		
0250562	10/18/24	P	Ardurra Group, Inc.	0000030147	397.60
			Line Description: On Call Trnsptn Engr Svc-Aug24		
0250563	10/18/24	P	BKF Engineers	0000024944	8,384.00
			Line Description: FS #5 Prkng Recong-Jul 2024 FS #5 Prkng Reconf-Aug 2024		
0250564	10/18/24	P	Barry Aninag Investigation	0000027087	4,425.00
			Line Description: Workplace Investigation		
0250565	10/18/24	P	Bureau Veritas North America Inc	0000016616	1,258.13
			Line Description: Fire Plan Review		
0250566	10/18/24	P	CBE	0000015149	1,427.06
			Line Description: Copier Maint 9/5-10/4/24 Copier Maint9/5-10/4/24 Copier Maint 9/5-10/4/24 Copier Mint 9/5-10/5/24 Copier Lease 9/5-10/4/24 Copier Lease 9/5-10/4/24 Copier Lease 9/5-10/4/24 Copier Lease 9/5-10/4/24 Copier Lease 9/5-10/4/24		
0250567	10/18/24	P	CDW Government Inc	0000005402	675.81
			Line Description: USB Cables		
0250568	10/18/24	P	Canon Financial Services Inc	0000023241	6,407.37
			Line Description: Copier Lease-Oct 2024		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Copier Lease 10/1-10/31/24 Copier Usage-Sep 2024 Copier Lease-Oct 2024		
0250569	10/18/24	P	Circus Joy	0000029376	1,000.00
			Line Description: Scarecrow Fest-10/12/24		
0250570	10/18/24	P	Continental Interpreting Services Inc	0000024355	2,700.00
			Line Description: City Council Interpreter Svc Interpreter Svc-Land Use Cncpt City Council Interpreter Svc		
0250571	10/18/24	P	ECKERSALL LLC	0000025412	2,640.00
			Line Description: Sr GIS Analyst 7/1-8/31/24 Sr GIS Analyst -Sep 2024		
0250572	10/18/24	P	FM Thomas Air Conditioning Inc	0000017151	4,952.53
			Line Description: Service Call at FS #4 Replace Drier Cycling Switch		
0250573	10/18/24	P	Fenagh, Inc	0000030418	3,950.00
			Line Description: Field Exploration & Testing Sv		
0250574	10/18/24	P	Fuel Pros Inc	0000026476	1,563.09
			Line Description: Annual Vapor Recovery Test		
0250575	10/18/24	P	GIGA Corp	0000030748	3,000.00
			Line Description: EZ ACCESS PATHWAY HD STAIR SYS		
0250576	10/18/24	P	Galls LLC	0000002297	1,099.79
			Line Description: Uniform-Copper		

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Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Uniform-Stefano Uniform-Neale Uniform-Flores Uniform-Copper Uniform-Stefano		
0250577	10/18/24	P	HCI Systems Inc	0000023295	4,452.20
			Line Description: Fire Alarm Sys Upgrade-Sr Cntr		
0250578	10/18/24	P	Hirsch Pipe & Supply Company Inc	0000026475	1,111.34
			Line Description: Plumbing Supplies		
0250579	10/18/24	P	JC Motors	0000020143	2,371.36
			Line Description: Warehouse Stock		
0250580	10/18/24	P	Jeffrey Brian Abbit	0000029375	700.00
			Line Description: Scarecrow Festival		
0250581	10/18/24	P	Jennifer W Harrison	0000029300	455.00
			Line Description: Scarecrow-Stencil Arm Painting		
0250582	10/18/24	P	Knorr Systems Inc	0000005036	1,854.52
			Line Description: Cooling Fan Emergency Svc Cooling Fan Replacement Svc		
0250583	10/18/24	P	Los Angeles Times	0000003000	1,788.50
			Line Description: Election Notice of Nominees		
0250584	10/18/24	P	Miss Darcy Enterprises Inc.	0000030991	1,818.75
			Line Description: PROFESSIONAL HEADSHOTS		

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Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250585	10/18/24	P	Napa Auto & Truck Parts	0000012968	7,921.79
		Line Description:	Parts-Sept 24 Warehouse Automotive Part Sept		
0250586	10/18/24	P	NeWave Construction Inc	0000024108	3,764.13
		Line Description:	Lobby Wall @ City Hall Finance Vault Wall		
0250587	10/18/24	P	Orange County Royalty	0000029865	1,800.00
		Line Description:	Scarecrow Fest Entertainment		
0250588	10/18/24	P	Orange County Transportation Authority	0000003456	3,990.29
		Line Description:	Bus Passes		
0250589	10/18/24	P	Pacific Plumbing of Southern California	0000030657	542.00
		Line Description:	Plumbing Services		
0250590	10/18/24	P	Pictometry International Corp	0000016320	3,500.00
		Line Description:	IMAGERY LICENSE		
0250591	10/18/24	P	Premier Motorcoach	0000030909	10,128.75
		Line Description:	793-Parts and Services		
0250592	10/18/24	P	Premier Security Services Inc	0000002633	567.00
		Line Description:	SECURITY ALARM MONITORING		
0250593	10/18/24	P	Prudential Overall Supply	0000025480	773.32
		Line Description:	Streets Uniforms-Sep 24		

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Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Fleet Towel Svc-Sep 24 Parks Uniforms-Sep 24 Fleet Uniforms-Sep 24 Facilities Uniforms-Sep 24		
0250594	10/18/24	P	RPW Services Inc	0000012440	11,282.70
			Line Description: Rodent Control at City Garden Rodent Control at City Garden City Wide Weed Control Citywide Weed Control Pest Control at City Park Citywide Weed Control Citywide Weed Control		
0250595	10/18/24	P	RSI Systems Inc	0000026185	608.00
			Line Description: SECURITY AWARENESS TRAINING		
0250596	10/18/24	P	Resource Building Materials	0000024350	356.48
			Line Description: Base for Road Dig Outs		
0250597	10/18/24	P	Rincon Truck Center Inc	0000013236	547.76
			Line Description: Stock-Atro Bushing		
0250598	10/18/24	P	SCA of CA, LLC	0000029971	3,299.00
			Line Description: Sweeping and Pressure Wash		
0250599	10/18/24	P	Southern California Shredding Inc	0000025605	185.00
			Line Description: On-Site Shredding Services Sep On-Site Shredding Services		
0250600	10/18/24	P	Sparkletts	0000015725	116.90
			Line Description: Water Delivery Svcs - Fire Sep		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250601	10/18/24	P	Staples Advantage	0000024532	8,919.15
		Line Description:	Office Supplies Fleet Office Supplies Parks Office Supplies Finance Office Supplies Building Office Supplies Fire Office Supplies PD Office Supplies IT Office Supplies HR Office Supplies Dec Srvs Office Supplies City Clerk		
0250602	10/18/24	P	State of California Dept of Justice	0000001534	686.00
		Line Description:	PreEmpltLivescan/Fingerprint		
0250603	10/18/24	P	The Intersect Group, LLC	0000030170	5,436.56
		Line Description:	Temp Alexis L Week End 10/3 Temp Dustin C Week End 10/3 Temp Dustin C Week End 9/20 Temp Alexis L Week End 9/19		
0250604	10/18/24	P	US Bank	0000002228	6,826.18
		Line Description:	Payroll 24-20		
0250605	10/18/24	P	Veterans Legal Institute	0000031010	2,500.00
		Line Description:	Sponsorship-Lawyers 4 Warriors		
0250606	10/18/24	P	WLC Architects Inc	0000023955	1,950.00
		Line Description:	CM Training Cntr-Jul 2024 CM Training Cntr-Aug 2024		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250607	10/18/24	P	Ware Disposal Inc	0000000255	3,085.72
		Line Description: CM James St Oct 2024			
		CMBS Waste Srvs Oct 24			
0250608	10/18/24	P	West Coast Mobile Home Improvement	0000031014	14,513.00
		Line Description: Rahab Grant-1750 Whittier SP65			
TOTAL					\$1,151,612.88

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018759	10/18/24	P	Alicia Defuria	0000029278	4,411.08
			Line Description: Adv Disability-Oct 2024		
018760	10/18/24	P	Arnold Alegado	0000022089	32.00
			Line Description: Firearms/Tactical Rifle Instrr		
018761	10/18/24	P	Bryce Beck	0000030898	85.76
			Line Description: EVOC Trng		
018762	10/18/24	P	Darren Truong	0000030035	16.00
			Line Description: Adv Roadside Impaired Driving		
018763	10/18/24	P	Emanuel Sanchez Haro	0000030370	24.00
			Line Description: Standardized Field Sobriety		
018764	10/18/24	P	Jones Mayer	0000014653	27,783.99
			Line Description: #125011-Querry		
			#125012-Rivera		
			#125005-Hurtado		
			#125016-Holland		
			#125003-Cervates		
			#125018-Percival		
			#125013-Salehpour		
			#125004-DBO Invest		
			#125017-Litigation		
			#125015-Veramancini		
			#125001-AAA Martindale		
			#125006-Insight Psychology		
			#125010-Oshiro		
			#125008-Nasiri		
			#125002-Becker		
			#125009-Niles		
			#125007-Moyer		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: #125014-Schaefer		
018765	10/18/24	P	Laura Davis	0000012465	16.00
			Line Description: UAS Nightitme Operations		
018766	10/18/24	P	Mark Working	0000030369	24.00
			Line Description: Standardized Field Sobriety		
018767	10/18/24	P	Natalie Sanchez	0000029997	58.07
			Line Description: Civilian Leadership Inst #2		
018768	10/18/24	P	Raja Sethuraman	0000005084	252.52
			Line Description: ICMA Conf Exp Reimb		
018769	10/18/24	P	Travel Costa Mesa	0000024750	289,221.88
			Line Description: BIA Sep 2024		
018770	10/18/24	P	Tuivasa Maloata	0000029862	16.00
			Line Description: Adv Roadside imparied Driving		
018771	10/18/24	P	Victor Mendez	0000031000	89.20
			Line Description: Conf Exp Reimb		
TOTAL					\$322,030.50

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SUMMARY CHECK REGISTER

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Bank: CITY
 Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250698	10/25/24	P	CalPERS Long-Term Care Program	0000006287	85.42
			Line Description: Payroll Deduction 24-22		
0250699	10/25/24	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction 24-22		
TOTAL					\$835.42

759,099.40

835.42

24,533.92

\$ 784,468.74

End of Report

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Oct 24, 2024

Run Time 2:12:50 PM

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250609	10/25/24	P	AGA Engineers Inc	0000028838	27,210.00
		Line Description:	Traffic Survey-Jul 24 Traffic Survey-Aug 2024 Traffic Survey-Sep 24		
0250610	10/25/24	P	Arclogica Architects	0000030833	17,288.25
		Line Description:	CM Standard Detail-12/31/24		
0250611	10/25/24	P	Benefit Coordinators Corp	0000029594	43,095.00
		Line Description:	Dental Ins Prem-Oct 2024 Vision Ins Prem-Oct 2024		
0250612	10/25/24	P	Endemic Environmental Services Inc	0000021277	15,786.75
		Line Description:	FVP Wetland Maint 9/16-9/30/24		
0250613	10/25/24	P	IT Management Corporation	0000030918	24,930.68
		Line Description:	Sales Tax (7.75%) LocknCharge FUYL Tower		
0250614	10/25/24	P	LINA	0000015623	34,525.69
		Line Description:	NYL Admin Fees Sept 24 LTD Ins Prem Oct 24 Retiree Life Oct 24 Active Life/AD&D Ins Prem Oct Voluntary Life Ins Prem Oct 24		
0250615	10/25/24	P	Orange County Treasurer Tax Collector	0000003489	23,020.53
		Line Description:	Prkng Citation-Aug 2024		
0250616	10/25/24	P	Pinnacle Petroleum, Inc	0000029315	23,893.79
		Line Description:	Unleaded Fuel Corp Yard		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250617	10/25/24	P	Place Works Inc	0000023119	163,211.16
			Line Description: Bi-Weekly Project Managers Bi-Weekly Project Meetings		
0250618	10/25/24	P	Third Wave Corporation	0000025874	16,570.00
			Line Description: Procurement ERP Systems Procurement ERP Systems		
0250619	10/25/24	P	Tyler Technologies Inc	0000027279	97,000.00
			Line Description: Community Development Suite LGD Implementation Data Conversion Svc		
0250620	10/25/24	P	Ware Disposal Inc	0000000255	43,332.93
			Line Description: Bulk Item July 2024 Bulky Item Sept 2024 Bulky Item Oct 2024 Bulky Item August 2024 Oct 24 City Facilities		
0250621	10/25/24	P	Wittman Enterprises LLC	0000026639	19,734.00
			Line Description: September 2024		
0250622	10/25/24	P	Yunex LLC	0000029573	25,570.85
			Line Description: Traffic Signal Call Out-Aug 24		
0250623	10/25/24	P	ABC Bus, Inc	0000030250	3,500.00
			Line Description: DUI Trailer Paint/Graphics		
0250624	10/25/24	P	ARC	0000022726	41.34

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Fairview Park		
0250625	10/25/24	P	Advantage Color Graphics	0000025397	4,567.35
			Line Description: Sales Tax (7.75%) Citywide Mailer Postcard		
0250626	10/25/24	P	Angel Auto Spa LLC	0000027465	3,801.42
			Line Description: CMPD Car Wash-Sep 2024 Cty Car Wash-Sep 2024		
0250627	10/25/24	P	Anish Bhaumik	0000031017	210.00
			Line Description: Basketball Referee-10/21/24 Basketball Referee-10/14/24		
0250628	10/25/24	P	Beau Hossler	0000029714	105.00
			Line Description: Basketball Referee-10/16/24		
0250629	10/25/24	P	Blue Cosmo	0000026920	684.92
			Line Description: Satellite Phone Svcs-Oct 2024		
0250630	10/25/24	P	Bound Tree Medical LLC	0000011695	8,213.32
			Line Description: EMS Supplies		
0250631	10/25/24	P	CBE	0000015149	541.28
			Line Description: Copier Maint 9/5-10/4/24 Copier Maint 9/20-10/19/24		
0250632	10/25/24	P	CR & R Inc	0000000023	474.40
			Line Description: Clean Up-2228 Maple Ave Clean Up-916 Tanana Pl		

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City of Costa Mesa Accounts Payable

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SUMMARY CHECK REGISTER

Run Date Oct 24,2024

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Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250633	10/25/24	P	CSG Consultants Inc	0000001887	10,799.73
			Line Description: Bldg Plan Review-Sep 2024		
0250634	10/25/24	P	Cabco Yellow Inc	0000028576	151.90
			Line Description: CMBS Client Transport-Jun 24		
			CMBS Client Transport-Jul 24		
			CMBS Client Transport-Mar 24		
			CMBS Client Transport-Apr 24		
0250635	10/25/24	P	California Forensic Phlebotomy Inc	0000001500	2,654.00
			Line Description: Blood Draw Svc-Sep 2024		
0250636	10/25/24	P	Canon Financial Services Inc	0000023241	965.36
			Line Description: Copier Lease-Oct 2024		
			Copier Lease-Aug 2024		
			Copier Lease-Sep 2024		
			Copier Lease-Oct 2024		
0250637	10/25/24	P	Careers In Government Inc	0000009382	5,725.00
			Line Description: Annual Membership		
0250638	10/25/24	P	Connell Chevrolet	0000001763	2,658.25
			Line Description: AC Compressor/Heater Repair		
			Parts-Unit #511		
0250639	10/25/24	P	Continental Interpreting Services Inc	0000024355	2,600.00
			Line Description: City Council Interpreter Svc		
			City Council Interpreter Svc		
			City Council Interpreter Svc		
			City Council Interpreter Svc		

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City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Oct 24, 2024

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Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250640	10/25/24	P	CoreLogic Information Solutions Inc	0000004774	12.72
			Line Description: Property Data & Report-Sep 24		
0250641	10/25/24	P	Costa Mesa Lock & Key	0000001817	475.76
			Line Description: IC Cyclinder Replace @ DRC		
0250642	10/25/24	P	County of Orange	0000003486	4,454.32
			Line Description: Teletype Svc-Sep 2024		
			AFIS Fee-Sep 2024		
0250643	10/25/24	P	Daniels Tire Service	0000001922	7,635.90
			Line Description: Warehouse Stock		
			Warehouse Stock		
			Recycle Tire Pick Up		
			Warehouse Stock		
			Recycle Tire Pick Up		
0250644	10/25/24	P	David Etnire	0000030919	105.00
			Line Description: Basketball Referee-10/16/24		
0250645	10/25/24	P	Dixon Resources Unlimited	0000027441	180.00
			Line Description: On Call Support Svc-Sep 24		
0250646	10/25/24	P	EEC Environmental	0000030666	2,003.00
			Line Description: Fuel Tank Consulting-FS #3		
0250647	10/25/24	P	Ecolab Pest Elimination	0000024420	250.00
			Line Description: Service Call 4 Wasps@PD		

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City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Oct 24, 2024

Run Time 2:12:50 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250648	10/25/24	P	Embed Digital	0000030082	280.00
			Line Description: Digital Graphic-June 2023		
0250649	10/25/24	P	Entrust Janitorial LLC	0000030309	1,025.00
			Line Description: Janitorial Svcs @ 3190 Airport		
0250650	10/25/24	P	Environmental Systems Research Institute	0000008184	1,450.00
			Line Description: Developer Tech Summit 2025		
0250651	10/25/24	P	Farhan Chowdhury	0000030269	70.00
			Line Description: Basketball Referee-10/9/24		
0250652	10/25/24	P	Fed Ex	0000002190	48.15
			Line Description: Ground Shipping		
0250653	10/25/24	P	FleetPride Heavy Duty Parts & Service	0000030911	807.37
			Line Description: 6 Hole Hubcap Brake Drumk, Brake Kit-#523		
0250654	10/25/24	P	Forensic Nurse Specialists Inc	0000014039	1,200.00
			Line Description: Victim Physical		
0250655	10/25/24	P	Galls LLC	0000002297	5,314.45
			Line Description: Uniform-Graham Uniform-Tripp Credit Uniform-Moore Uniform-Donoghue Uniform-Ocampo Uniform-Moore Uniform-Barajas Uniform-Bowman		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Uniform-Lee Uniform-South Uniform-Rosado Uniform-Velazquez Uniform-Quijivix Uniform-Edwards		
0250656	10/25/24	P	GameTime	0000009097	626.66
			<i>Line Description:</i> Playground Parts		
0250657	10/25/24	P	Grafix Systems	0000031016	279.47
			<i>Line Description:</i> Graphics		
0250658	10/25/24	P	Grainger	0000002393	337.57
			<i>Line Description:</i> Control Handset #523		
0250659	10/25/24	P	Healthy U	0000012092	533.00
			<i>Line Description:</i> Instructor Pymnt-Fall 2024 Instructor Pymnt-Fall 2024		
0250660	10/25/24	P	Hirsch Pipe & Supply Company Inc	0000026475	16.67
			<i>Line Description:</i> Plumbing Supplies		
0250661	10/25/24	P	Hoag Executive Health	0000030617	3,300.00
			<i>Line Description:</i> HOAG Wellness Exam		
0250662	10/25/24	P	IDS Group Inc	0000022643	1,896.50
			<i>Line Description:</i> IT Training Room		
0250663	10/25/24	P	Integrated Impressions	0000003403	1,687.62
			<i>Line Description:</i> Health Fair Items		

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City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Oct 24,2024

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Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250664	10/25/24	P	International Council of Shopping Center	0000002686	9,900.00
			Line Description: ICSC 2025 Both Rental Reg		
0250665	10/25/24	P	Irvine Printing	0000023281	3,505.64
			Line Description: 10% Discount		
			Sales Tax 7.75%		
			20x8 Back Drops for Community		
0250666	10/25/24	P	Kustom Signal Inc	0000008893	3,218.75
			Line Description: Product Code 5200-StealthStat		
0250667	10/25/24	P	LSA Associates Inc	0000003007	2,868.75
			Line Description: Sr Cntr Prkng Proj-9/30/24		
0250668	10/25/24	P	Langlois Fancy Frozen Foods	0000030651	259.20
			Line Description: Jail Food Services Sept 24		
0250669	10/25/24	P	Lexipol LLC	0000017141	10,057.20
			Line Description: Master Service Agreement		
0250670	10/25/24	P	Manufactured Home Inspection, INC.	0000030219	6,225.00
			Line Description: Rehab Grant-1750Whittier #9		
0250671	10/25/24	P	MetLife Legal Plans Inc	0000014707	4,479.00
			Line Description: MetLife Legal Oct 2024		
0250672	10/25/24	P	Michael E Raneses	0000027496	520.00
			Line Description: Hearing for Animal Services		

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0250673	10/25/24	P	Mike Raahauges Shooting Enterprises	0000006853	175.00
			<i>Line Description:</i> Range Fees for SWAT		
0250674	10/25/24	P	Mobile Home Improvement	0000015213	5,290.00
			<i>Line Description:</i> Rehab Grant-903 W 17th #144		
0250675	10/25/24	P	NeWave Construction Inc	0000024108	3,500.00
			<i>Line Description:</i> Aquatic Center Break Room Tile		
0250676	10/25/24	P	Pacific Medical Waste	0000029793	191.55
			<i>Line Description:</i> Biohazard Disposal-Sep 2024		
0250677	10/25/24	P	Prudential Overall Supply	0000025480	317.12
			<i>Line Description:</i> PD Towel Svc-Sep 2024		
0250678	10/25/24	P	Rafael Rodriguez	0000031018	105.00
			<i>Line Description:</i> Basketball Referee-10/14/24		
0250679	10/25/24	P	Resource Building Materials	0000024350	419.26
			<i>Line Description:</i> Sand Graffiti Removal		
0250680	10/25/24	P	Rincon Truck Center Inc	0000013236	910.11
			<i>Line Description:</i> 523- 5" Tailpipe Adaptor Supplies-Unit #523		
0250681	10/25/24	P	SCA of CA, LLC	0000029971	2,905.00
			<i>Line Description:</i> Quartley Pressure Wash Bus She		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250682	10/25/24	P	Sean Simon	0000029869	70.00
			Line Description: Basketball Referee-10/9/24		
0250683	10/25/24	P	Sims Orange Welding Supply Inc	0000004030	82.57
			Line Description: Shop Welding Supplies		
			Shop Welding Supplies		
0250684	10/25/24	P	State of California Dept of Justice	0000001534	3,422.00
			Line Description: Fingerprint App Fee-Aug 2024		
			Fingerprint App Fee-Sep 2024		
0250685	10/25/24	P	Terrell Thorogood	0000030424	105.00
			Line Description: Basketball Referee-10/16/24		
0250686	10/25/24	P	The Code Group Inc	0000025073	4,470.00
			Line Description: Consulting Staffing Svcs		
0250687	10/25/24	P	The Intersect Group, LLC	0000030170	4,489.92
			Line Description: Temp Alexis L Week End 9/26		
			Temp Dustin C Week End 9/26		
			Temp Alexis L Week End 10/10		
			Temp Dustin C Week End 10/10		
0250688	10/25/24	P	Townsend Public Affairs Inc	0000021510	6,500.00
			Line Description: Grant Writing Lef Svcs Oct 24		
0250689	10/25/24	P	Transtech Engineers Inc	0000026910	3,800.00
			Line Description: On-Call Staff Support Reviews		
0250690	10/25/24	P	USI Inc	0000005890	722.46

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: LAMINATING MATERIALS		
0250691	10/25/24	P	UniFirst Holdings Inc	0000030616	918.44
			Line Description: CMBS Mats		
			CMBS Mats		
			CMBS Walk off Mats		
			CMBS Walk-Off Mats		
			CMBS Mats		
			CMBS Mats		
			CMBS Mats		
			CMBS Walk Off Mats		
			CMBS Mats		
			CMBS Mats		
			CMBS Mats		
			CMBS Mats		
			CLEANING SERVICE		
0250692	10/25/24	P	Vortex Industries Inc	0000004437	4,631.05
			Line Description: Rolling Door @ FS #6		
0250693	10/25/24	P	Vulcan Materials Company	0000007403	685.22
			Line Description: Asphalt Potholes Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
0250694	10/25/24	P	Waterline Technologies Inc	0000014520	512.81
			Line Description: DRC Pool Treatment		
			Price Agreement		
0250695	10/25/24	P	Waxie Sanitary Supply	0000004480	2,609.90
			Line Description: Sanitary Supply		
0250696	10/25/24	P	Wetlands and Wildlife Care Center	0000030237	12,875.00

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
<i>Line Description:</i> Wildlife Care 7/1-9/30/24					
0250697	10/25/24	P	Wex Bank	0000014258	1,506.39
<i>Line Description:</i> Fuel 9/7-10/6/24					
TOTAL					\$759,099.40

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018772	10/25/24	P	Amanda Kim	0000030668	553.85
			Line Description: Payroll Deduction 24-22		
018773	10/25/24	P	Anthony Melendez	0000026153	40.00
			Line Description: California Gang Conf		
018774	10/25/24	P	Ariana Pacheco	0000030997	199.45
			Line Description: Scientific Analysis		
018775	10/25/24	P	CHC: Creating Healthier Communities	0000008015	10.00
			Line Description: Payroll Deduction 24-22		
018776	10/25/24	P	Costa Mesa Employees Association	0000006284	4,317.01
			Line Description: Payroll Deduction 24-22		
018777	10/25/24	P	Costa Mesa Executive Club	0000006286	165.00
			Line Description: Payroll Deduction 24-22		
018778	10/25/24	P	Costa Mesa Firefighters Association	0000001812	8,227.39
			Line Description: Payroll Deduction 24-22		
018779	10/25/24	P	Costa Mesa Police Association	0000001819	6,600.00
			Line Description: Payroll Deduction 24-22		
018780	10/25/24	P	Costa Mesa Police Management Assn	0000005082	315.00
			Line Description: Payroll Deduction 24-22		
018781	10/25/24	P	Eric Molina	0000027834	40.00
			Line Description: California Gang Conf		

Report ID: CCM2001

City of Costa Mesa Accounts Payable

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SUMMARY CHECK REGISTER

Run Date Oct 24, 2024

Bank: DDP1

Run Time 10:33:12 AM

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018782	10/25/24	P	Erik Rosado	0000018722	24.00
			Line Description: Crash Data/Hyundai EDR Tool		
018783	10/25/24	P	Jacob Schulze	0000026462	765.56
			Line Description: CA Assoc of Hostage Nego		
018784	10/25/24	P	Jake Jacobi	0000023514	1,531.12
			Line Description: CA Assoc of Hostage Nego		
018785	10/25/24	P	Jose Soto	0000029602	40.00
			Line Description: California Gang Conf		
018786	10/25/24	P	Lindsey Olson	0000027343	988.26
			Line Description: SoCal Assoc Fingerprint Offcr		
018787	10/25/24	P	Luis Gomez	0000004237	40.00
			Line Description: Human Factors in Traffic Crash		
018788	10/25/24	P	Michael Luu	0000026362	473.00
			Line Description: ICI Arson & Explosive Inv		
018789	10/25/24	P	Natalie Sanchez	0000029997	43.07
			Line Description: Civilian Leadership #3		
018790	10/25/24	P	Scott Drapkin	0000029663	161.21
			Line Description: Retirement Refreshment		
TOTAL					\$24,533.92

Report ID: CCM2001V

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTING

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Run Date

Oct 31, 2024

Run Time

2:23:38 PM

Bank: CITY

Cycle: AWKLY

<u>Payment Ref</u>	<u>Cancel Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Date</u>	<u>Payment Amt</u>
0249784	10/30/2024	V	Enercalc Inc	0000029320	08/23/24	(1,545.00)
<i>Line Description:</i> Did not received payment						
TOTAL						(\$1,545.00)

262,870.31

0.00

195,627.45

982,709.76

0.00

(16.00)

(1,545.00)

\$ 1,439,646.52

End of Report

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Cancel Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Date</u>	<u>Payment Amt</u>
018770	10/30/2024	V	Tuivasa Maloata	0000029862	10/18/24	(16.00)
<i>Line Description:</i> Bank account changed.						
TOTAL						(\$16.00)

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018792	10/30/24	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
018793	10/30/24	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
018794	10/30/24	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
018795	10/30/24	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
TOTAL					0.00

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250709	11/01/24	O	Orange County Treasurer-Tax Collector <i>Line Description: Overflow</i>	0000003489	0.00
0250710	11/01/24	O	Orange County Treasurer-Tax Collector <i>Line Description: Overflow</i>	0000003489	0.00
TOTAL					0.00

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018791	10/30/24	P	US Bank	0000002228	262,870.31
<i>Line Description:</i> 2 Laptop Hard Cases					
FDC Community Event					
Cannabis Software App					
Laptop Stand Planning Mng					
Cannabis Cloud Base Storage					
Parking Receipt Plnning Mng					
Laptop Case for Planning Mng					
Cali Assoc Local Economic Dev					
Credit-Cover for Microsoft Sur					
2 Laptop Stands MA					
ID Card Printer Ribbons					
3 Door Signs Plnning Mng					
1 Contractor Pricing Guide					
OCBC/CSUF 30th Annual Econ					
Econ Forecast 2025 Event Reg					
2 Orders of Dry Erase Markers					
Code Book for Chief of Inspect					
Food-Cellebrite Training					
Food/Water-Hosted Training					
Food-PD OFC Interview Panel					
Online Subs					
Land Use Virtual Classes					
Candidate Business Meeting					
Planning Commission Business M					
Replace-City Radios					
Replace-Telephone Sets/Parts					
Halloween Decor, Supplies					
Building Business Meeting					
International Code Council					
Retractable Highlighters Assor					
Credit-Nat'l Night Out-Supp					
Assistance-Supplies,Rental App					
Boarding					
Dog Food					
Fuel (Training)					
K9 Conf Hotel-Chartier,McMorri					
Fuel-Work Trip-NV					

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 2

Run Date Oct 31,2024

Run Time 10:39:35 AM

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description:

- Gate Remote Receiver
- Exercise Bicycles-ACT Room
- Electronic Earuffs-Firing Ran
- Disinfectant Wipes-Gym
- CPCA-Membership Dues
- Parking Beverly Hills-PD
- Travel Fees-IACP Conf
- ReMarkable Monthly Fee
- Food-Patrol Sergeants Meeting
- Supp-Event
- Ice Chest, Speaker
- Drinks/Bags-Heat Wave
- Return Credit-Poor Quality
- Generator Rental-Inflatable
- Employee Recog Frames/Pens
- Team Bldg Wkshp Mtg-Snacks
- Conference Travel
- Oral Board Refreshments
- Credit from Mischarge
- Mischarged from Amazon
- Leadership Development Books
- Meet&Greet
- Oral Board Refreshments
- Open Enrollement Supplies
- Bike Lock-Bait Bike Ops
- Drinks/Ice-Fld Ops-Heat Wave
- Battery Timers-PD Bike Charger
- Drinks/Food-Exec Tm Bldg Wkshp
- Mail
- Job Fair
- Oral Board
- Rater Meal
- Badge Supplies
- Oral Board Meal
- Health Fair Item
- Registration for Brenda&Stacy
- Monthly Charge
- Meeting W/Finance&PD
- Conference Registration

Report ID: CCM2001

City of Costa Mesa Accounts Payable

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SUMMARY CHECK REGISTER

Run Date Oct 31,2024

Bank: DDP1

Run Time 10:39:35 AM

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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<i>Line Description:</i>					
			Fiance Department Meeting		
			Finance Officer Door Plates		
			Door Hangers-Meeting in Prog		
			Annual Conference Registration		
			Mesa Water		
			P365 Holster		
			Tuition-Gangs 101-Dean		
			Credit Card Service Fee		
			Pepperball Replacement Part		
			Lodging-EVOC in Academy-Beck		
			Airfare-IACP Conf-LaPointe,Wad		
			Airfare-Missing/Unidentified-F		
			Clothing-Arrest/Control Instru		
			Lodging-Auto Theft Conf-Harber		
			Lodging-Sherman Block-Luczkiev		
			Lodging-Women in Leaders in La		
			Paragon WLC Weapon Light Clean		
			Tuition-Dispatch Class-Hembree		
			Tuition-Dispatch Wellness-Pitt		
			Tuition-IACP Conf-Chief,DC,Cpt		
			Tuition-Internal Affairs-Tripp		
			Tuition-Interpersonal Skills-P		
			Tuition-Tactical Rifle Instruc		
			Tuition-Title 15-Maridakis,Geo		
			Tuition-UAS Nighttime-Davis,Ro		
			Tuition-Understanding Exclusio		
			Airfare-IACP Conf-Wadkins		
			Tuition-SWAT-Haney,Melendez		
			Tuition-Asset Forfeiture-4 SIU		
			SWAT Equipment		
			EOC Position Binders		
			Misc Cables for Stock in Ops		
			Video Call Hanger Accessories		
			Dell 4.5 mm Barrel 130 W AC Ad		
			Monthly Fee On-Line Queuing Sy		
			Employee Recognition-Food		
			Employee Recognition-Supp		
			Coffee Supplies		
			Refreshments for Gatekeeper RT		

Report ID: CCM2001

City of Costa Mesa Accounts Payable

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SUMMARY CHECK REGISTER

Run Date Oct 31,2024

Bank: DDP1

Run Time 10:39:35 AM

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
		<i>Line Description:</i>	SolarWinds DameWare Mini Remot		
			Coffee Supplies		
			Laptop Case&Keyboards		
			Logitech Wireless Mouse		
			Meegoogo Laptop Hard Shell		
			OtterBox iPhone Case for Jim		
			Syntech USB C to USB Adapters		
			Laptop Screen Protector Keyboa		
			Transportation-ICMA Conference		
			App Renewal-CM 311		
			Domain Renewal-CMPD,ArtV,C New		
			NYT,LAT,OCR,CC,SFC-Monthly Fee		
			Registration-Mayor		
			Registration-CM Marr		
			Council Mtg Dinner 9/3,10/1		
			Business Meeting-Mayor (Zoom)		
			Reg-Placentia State of City-3		
			Dais Snacks		
			Returned Items		
			Coffee Supp-CMO		
			Supp-Central Svs		
			ReMarkable Monthly Fee		
			City Council Meal 9/18/24		
			Early Bird Reg Refund-DCM		
			Flight-Comm Relations Mgr		
			Business Meeting Refreshments		
			Refreshment-Back to SOY Night		
			Conf Reg-Comm Relations Managr		
			Hispanic Heritage Breakfast Re		
			Refreshment-Hispanic Celeb Day		
			Refreshment-Shalimar Bk2School		
			Refreshment-Training Tower FS4		
			Prime Membership		
			(Office) Supplies		
			iCloud Monthly Fee		
			BHBH Grant-Supplies		
			Client Transportation		
			Everlance Subscription		
			Certificate Frames		

Report ID: CCM2001

City of Costa Mesa Accounts Payable

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SUMMARY CHECK REGISTER

Run Date Oct 31,2024

Bank: DDP1

Run Time 10:39:35 AM

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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<i>Line Description:</i>	ReMarkable Monthly Fee				
	OCCMA Monthly Mtg-Dev Svs				
	OC Div Recept Conf-CM,ACM,DCM				
	Business Mtg-Econ Dev PQ, Fina				
	Hispanic Heritage Breakfast Re				
	Parking Fee 8/29, 9/5				
	Transportation-ICMA Conf				
	CMTV Star Awards Reg				
	Refreshment-FS#2 Comm Mtg CIP				
	Refreshment-CalOptima St Med L				
	Refreshment-Energy Bill Saving				
	Office Supp-ACM				
	CCMP Membership-ACM				
	Travel-ICMA Conf-DCM				
	Business Meeting-NHS Monthly				
	Office Supp-Fields				
	Food/Refreshment-Staff				
	Recreation Supp-Fields				
	Name Plate-Summer 24 Champs				
	Scarecrow Festival Event Supp				
	Airport Fire Meal				
	Airport fire Hotel Rooms				
	Custon Jr Firefighter Stick-On				
	Peer Support Training (3ppl)				
	Annual Renew for Training Vide				
	Coffee Travelers for Multi-Age				
	Snacks for Multi Agency Meetin				
	Snacks for Multi-Agency Meetin				
	Open House Banner Project				
	Drop Line for Arborist Rescue				
	Lodging CPSE				
	Parking CPSE				
	Coffee; BC Test				
	Rental Car CPSE				
	Breakfast Burritos BC Test				
	Flight CPSE Accreditation Semi				
	Hotel; CPSE Accreditation Semi				
	Accreditation Training CPSE				
	Travel Accreditation Training				

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City of Costa Mesa Accounts Payable

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SUMMARY CHECK REGISTER

Run Date Oct 31,2024

Bank: DDP1

Run Time 10:39:35 AM

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
		<i>Line Description:</i>	CalChiefs Conference Registrat		
			Hotel Stay Accreditation Train		
			Subscription		
			Membership Renewal		
			Water & Gatorade Sta 6		
			Stae of the Schools Breakfast		
			Seat Upgrade for Flight		
			Conference in Costa Mesa		
			Flight to Renton CPSE Course		
			Lodging in Renton Washington		
			Animal Svs Supp-Kennel		
			OTS Luncheon-Qtrly Host		
			Traffic Shadow Box-Repair		
			Motor Training/Rodeo-Drinks		
			Gas for FC Vehicle		
			Coffee Command Staff Meeting		
			Advertising/Promo Annual OC Fi		
			Registration for Fire Chiefs L		
			Decals		
			File Sharing		
			Broom/Mop Wall Mount		
			Kitchen Supply Station 5		
			Prime(Annual Membership)		
			Smoke Detector Pole Tester		
			Chargers for BK Radio Stations		
			Framing Department Core Values		
			National Fire Code Subscriptio		
			Registration for Cap Harris To		
			ARTventure-Food		
			Snoopy House Supp		
			Special Event Supp		
			Community Garden Supp		
			Coffee Svc Supp-NHCC		
			Craft Supp-Teens Scarecrow		
			Line Adapter-NHCC AV System		
			Tombstone Crafting Supp-Teens		
			NHCC-Ant Traps,2Hole Strap,Bol		
			Adobe Suite/Canva Subscription		
			One Password/iCloud Subscripti		

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City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 7

Run Date Oct 31, 2024

Run Time 10:39:35 AM

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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Line Description: PNY RTX A2000 NVIDIA 12 GB
16K Mini Display Port Cables
SanDisk 32GB Ultra Dual Drive
VIVO Stand-V002F duak KED LCD
Omnikey HID 5022 CL USB Reader
Laptop Case for R. Burman
Registration R. Burman MISAC
Monthly Fee On-Line Meeting
Screen Protector Pixel 9 Case
Ext Hard Drive-Child Porn Inv
SD Cards-Cell Phone Extraction
Office Supp
Credit-Office Supp
Chainsaw and Chains
Truncated Domes Pad
Promotional Items
CEAOC October Meeting
Purchase Second Floor Air Hand
WiLS Membership Dues
Scarecrow Festival Supp/Prizes
Voicemail Logs-Engineering
CEAOC Monthly Meeting Luncheon
Names Plates- Engineering Divi
Office Supp
Personal Charge
Name Tag-Commissioner
All Dept Staff Meeting
Public Meeting Catering
PACS Commission Mtg Dinner
Drinks/Snacks-Public Meeting
SurveyMonkey Year Subscription
HVAC Supplies
Smoke Detector for BS
Smoke Detector Fire Sta 1
Automatic Gas Shut Off Time Va
FVP Small Tools
FVP Signage
FVP Restoration Tools/Material
Rec Equip-ROCKS

SUMMARY CHECK REGISTER

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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Line Description: Office Supp-ROCKS
Drawing Supp-ROCKS
Arts/Craft Supp-ROCKS
Food-Veterans Social Group Mtg
Rec Equip-Teen Event
Excursion Fee-Teen Camp
Office Supp-Teen Center
Credit-Teen Event/Entertainmen
Supp-Teen Ctr-Events/Entertain
CAMS Reg Fee
Rec Equip-DAC
Safety Item-DAC
Refund-Safety Items-DAC
Supp-Teen Special Event
Supp-Scarecrow Festival
Supp-Senior Grocery Program
Maint Equip
Supp-Art Classes
Supp-Health Fair
Supp-The Exhibition
Rec Equip-Halth Fair
Supp-LEAP Trick Or Treat
Supp-The Exhibition Reception
Refund 7/17/24
Lunch Mtg-Chief Leadership
Teen Excursion
Toll Road Violation
Rec Equip-Teen Center
Event Supp-October Events
Event Supp-Teen Pool Party
Maint Supp
Storage Supp
ArtVenture Supp
Office Furniture
Supp-Art Classes
Supp-Billiards Tables
Office Supp-Basketball
Refreshment-The Exhibit
Supp-LEAP Trick Or Treat

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City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Oct 31,2024

Run Time 10:39:35 AM

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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<i>Line Description:</i>					
Spotify Prem Subscription					
Cricut Design Subscription					
Prime Video Subscription Rental					
Supp-Knowledge/Health Fair Exp					
Event Supp					
Plaza Tower Event-Subscription					
Comp Equip-BCC					
Office Supp-BCC					
Rec Equip-ROCKS					
General Supp-BCC					
General Training-PT Staff					
514-Hoses					
Stock-Handle					
Shop Supplies					
Stock-Cim-Tek					
515-Parking Brake Cable					
New Phones for Fleet Offices					
Tools-LEAP					
Rec Equip-LEAP					
Health Items-LEAP					
Prime Video Recharge					
Prime Video Fraud ChrgCredit					
515-Hoses					
Stock-Washers					
Stock-Fuel Pump					
524-Whelen LED Red Light					
New Phones for Warehouse					
Stock-Painters Touch Satin Red					
Office Supplies					
Business Meeting					
Registrations (4)					
CEAOC Registration					
Office Supp-ROCKS					
Food/Supp-Day Camp					
Office Equip-ROCKS					
Rec Equip-Day Camp					
Food/Supp-Mobile Rec					
Office Supp-Day Camp					
Office Supp-Mobile Rec					

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 10

Run Date Oct 31, 2024

Run Time 10:39:35 AM

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
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Line Description: Rec Equip-Youth Sports
Arts/Craft Supp-Day Camp
Office Supp-Youth Sports

TOTAL	\$262,870.31
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Report ID: CCM2001

City of Costa Mesa Accounts Payable

Page No. 1

SUMMARY CHECK REGISTER

Run Date Oct 31, 2024

Bank: DDP1

Run Time 10:37:52 AM

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018796	11/01/24	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplemental Pay Nov 24		
018797	11/01/24	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Supplemental Pay Nov 24		
018798	11/01/24	P	Celia Quijivix	0000025298	350.00
			Line Description: Basoc Elements of Criminal Int		
018799	11/01/24	P	Chris Morris	0000007439	2,500.00
			Line Description: Monthly LTD Payment-Nov 24		
018800	11/01/24	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Supplemental Pay Nov 24		
018801	11/01/24	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Supplemental Pay Nov 24		
018802	11/01/24	P	David A Dye	0000002065	260.90
			Line Description: 1% Supplemental Pay Nov 24		
018803	11/01/24	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Supplemental Pay Nov 24		
018804	11/01/24	P	Gale Tusio	0000017460	233.08
			Line Description: 1% Supplemental Pay Nov 24		
018805	11/01/24	P	George J Yezbick Jr	0000005045	1,164.00
			Line Description: 1% Supplemental Pay Nov 24		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018806	11/01/24	P	Granicus LLC	0000015382	11,969.54
			Line Description: Annual Subscription Oct-Dec 24		
018807	11/01/24	P	Harlan Pauley	0000003569	232.12
			Line Description: 1% Supplemental Pay Nov 24		
018808	11/01/24	P	Jack R. Sweeney	0000030173	4,170.69
			Line Description: 3190 E Airport Loop-Nov 24		
018809	11/01/24	P	James M Miller	0000007440	2,500.00
			Line Description: Monthly LTD Payment-Nov 24		
018810	11/01/24	P	Jones Mayer	0000014653	155,982.08
			Line Description: #125461-IT		
			#125452-FDC		
			#125464-Leik		
			#125466-Moyer		
			#125467-Munoz		
			#125472-Peper		
			#125543-Niles		
			#125465-Milton		
			#125469-Nasiri		
			#125470-Oshiro		
			#125477-Query		
			#125479-Rivera		
			#125544-Opioid		
			#125439-Beckner		
			#125441-Carrera		
			#125453-Finance		
			#125455-Holland		
			#125457-Housing		
			#125459-Hurtado		
			#1254838-Atalla		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 3

Run Date Oct 31,2024

Run Time 10:37:52 AM

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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<i>Line Description:</i>			#125462-Jahanbin		
			#125468-Murtaugh		
			#125473-Percival		
			#125481-Schaefer		
			#125442-Cervantes		
			#125454-Fire Dept		
			#125478-Risk Mgmt		
			#125480-Salehpour		
			#125444-City Clerk		
			#125476-Public Svc		
			#125475-Police Dept		
			#125482-Veramancini		
			#125430-1963 Wallace		
			#125434-599 W Wilson		
			#125446-City Manager		
			#125448-City Council		
			#125431-2162 Maple St		
			#125436-AAA Marindale		
			#125443-City Attorney		
			#125450-DBO Invest CM		
			#125474-Planning Comm		
			#125433-544 Bernard St		
			#125437-Animal Control		
			#125445-City Clerk PRR		
			#125458-Human Resource		
			#125471-Park& Comm Svc		
			#125428-153 Del Mar Ave		
			#125435-786 Shalimar Dr		
			#125451-Development Svc		
			#125432-374 Woodland Ave		
			#125447-Code Enforcement		
			#125463-Jamboree Housing		
			#125425-1095 Sea Bluff Dr		
			#125426-113 Clearbrook Ln		
			#125427-1269 & 1273 Baker		
			#125429-1858 Newport Blvd		
			#125440-Bernard/Charles St		
			#125460-Insight Psychology		
			#125456-Homeless Task Force		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i> #125542-DAlessio Investment					
018811	11/01/24	P	Kathleen Zuorski	0000025225	504.52
<i>Line Description:</i> 1% Supplemental Pay Nov 24					
018812	11/01/24	P	Linda Boylan	0000023340	57.98
<i>Line Description:</i> 1% Supplemental Pay Nov 24					
018813	11/01/24	P	Matthew J Collett	0000001720	856.58
<i>Line Description:</i> 1% Supplemental Pay Nov 24					
018814	11/01/24	P	Paul A Cappuccilli	0000007705	1,214.50
<i>Line Description:</i> 1% Supplemental Pay Nov 24					
018815	11/01/24	P	Peter Diminich	0000030543	625.35
<i>Line Description:</i> CMTA Conf Exp Reimb					
018816	11/01/24	P	Phil Dickens	0000005801	511.76
<i>Line Description:</i> 1% Supplemental Pay Nov 24					
018817	11/01/24	P	Reena Leffingwell	0000021326	1,431.14
<i>Line Description:</i> NRTCCA Conf					
018818	11/01/24	P	Richard J Johnson	0000005620	1,255.66
<i>Line Description:</i> 1% Supplemental Pay Nov 24					
018819	11/01/24	P	Thomas J Lazar	0000002925	1,703.25
<i>Line Description:</i> 1% Supplemental Pay Nov 24					

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
018820	11/01/24	P	Tuivasa Maloata	0000029862		16.00
		Line Description: Adv Roadside imparied Driving				
		Adv Roadside imparied Driving				
018821	11/01/24	P	William H Bechtel	0000001224		1,622.58
		Line Description: 1% Supplemental Pay Nov 24				
018822	11/01/24	P	Zachary Finkelstein	0000029123		250.00
		Line Description: Paramedic Recert 9/2/24				
TOTAL						\$195,627.45

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250700	11/01/24	P	BCS Consultants	0000029856	24,597.16
			Line Description: Cameras Poles-Joann Bike Trail		
0250701	11/01/24	P	CDW Government Inc	0000005402	41,064.02
			Line Description: Computer Equipment		
			VEEAM DATA PLATFORM		
			VEEAM ADDL PROD		
			ELECTRONIC EQUIPMENT		
			Computer Equipment		
			RECYCLE FEE		
			BELKIN USB-C		
			SURFACE LAPTOP		
			SALES TAX (7.75%)		
			SURFACE THUNDERBOLT 4 DOCK		
			BARRACUDA ENERGIZE UPDATES		
			BARRACUDA INSTANT REPLACEMENT		
			COMPUTER EQUIPMENT		
0250702	11/01/24	P	ISO Aire	0000030912	25,617.57
			Line Description: AIR PURIFIER		
			PRE-FILTER		
			SHIPPING		
			SALES TAX (7.75%)		
0250703	11/01/24	P	Manufactured Home Inspection, INC.	0000030219	25,750.00
			Line Description: Rehab Grant 1973 Newport Blvd		
			Rehab-Grant 1973 Newport Blvd		
			Rehab Grant 1973 Newport Blvd		
0250704	11/01/24	P	Merrimac Energy Group	0000021566	31,261.80
			Line Description: Diesel Fuel Corp Yard		
			Diesel Fuel FS#3		
			FS#1 Diesel Fuel		
			CY Diesel Fuel		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> FS#2 Diesel Fuel FS#6 Diesel Fuel FS#5 Diesel Fuel Rent Temporary Fuel Tank @ FS# Rent Temporary Fuel Tank @ FS# Communications Generator Diese FS#3 Diesel Fuel Temp Tank		
0250705	11/01/24	P	Moore Iacofano Goltsman Inc	0000016407	25,956.07
			<i>Line Description:</i> Fairview Prk Master Plan Sep24 Fairview Prk Master Plan Aug24 FVP Mesa Restoration Sep 24		
0250706	11/01/24	P	Nex Tech Systems Inc	0000020700	26,942.54
			<i>Line Description:</i> Solar Rectangular Rapid Flashi Solar Rectangular Rapid Flashi		
0250707	11/01/24	P	Orange County Treasurer Tax Collector	0000003489	175,375.98
			<i>Line Description:</i> FY 24-25 NPDES Cost Share		
0250708	11/01/24	P	Orange County Treasurer-Tax Collector	0000003489	274,220.22
			<i>Line Description:</i> 24-25 Property Tax 734 James 24-25 Property Tax 740 James 24-25 Property Tax Corsica Pla 24-25 Property Tax Gisler Park 24-25 Property Tax Tanager Par 24-25 Property Tax TR 6693 Lot 24-25 Property Tax Suburbia Pa 24-25 Property Tax Estancia Pa 24-25 Property Tax 2803 Royal 24-25 Property Tax Fire Sta1 24-25 Property Tax 744 James 24-25 Property Tax 721 James 24-25 Property Tax 717 James 24-25 Property Tax Senior Cent		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
Line Description:					
			24-25 Property Tax Fire Sta3		
			24-25 Property Tax Donald Duga		
			24-25 Property Tax DRC		
			24-25 Property Tax WSS		
			24-25 Property Tax Marina View		
			24-25 Property Tax Heller Park		
			24-25 Property Tax Pinkley Par		
			24-25 Property Tax Heller Park		
			24-25 Property Tax Boys Club		
			24-25 Property Tax Shelter		
			24-25 Property Tax CM Historic		
			24-25 Property Tax		
			24-25 Property Tax		
			24-25 Property Tax TeWinkle Pa		
			24-25 Property Tax Skating Par		
			24-25 Property Tax JHSC		
			24-25 Property Tax Paularino P		
			24-25 Property Tax Fire Sta6		
			24-25 Property Tax Wakeham Par		
			24-25 Property Tax Del Mes Par		
			24-25 Property Tax Shiffer Par		
			24-25 Property Tax Shiffer Par		
			24-25 Property Tax Fire Sta 2		
			24-25 Property Tax Wilson Park		
			24-25 Property Tax		
			24-25 Property Tax CH,PD, Fire		
			24-25 Property Tax Golf Course		
			24-25 Property Tax Fairview Pa		
			24-25 Property Tax 2480 Placen		
			24-25 Property Tax Corp Yard		
			24-25 Property Tax Fire Sta4		
			24-25 Property Tax Golf Course		
			24-25 Property Tax Hamilton Co		
			24-25 Property Tax Banning Tra		
			24-25 Property Tax Fairview Fa		
			24-25 Property Tax Shalimar Pa		
			24-25 Property Tax 745 W 18th		
			24-25 Property Tax 711 W 18th		
			24-25 Property Tax 707 W 18th		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: 24-25 Property Tax Mesa Verde		
0250711	11/01/24	P	Planview, Inc.	0000030808	21,160.00
			Line Description: WORK MANAGEMENT SOFTWARE SUBSC		
0250712	11/01/24	P	Professional Turf Specialties Inc	0000023768	25,350.00
			Line Description: Infield Renovation @ Davis Fie		
0250713	11/01/24	P	Triton Technology Solutions Inc	0000021687	17,650.00
			Line Description: CRESTON REPLACEMENT		
0250714	11/01/24	P	Yunex LLC	0000029573	20,614.00
			Line Description: Routine Maintenance Sep 24 Bristol/Town Center Placentia Wilson		
0250715	11/01/24	P	911MEDIA	0000030992	1,763.00
			Line Description: Advertise in Proac Law Enforce		
0250716	11/01/24	P	ACSA Region 17	0000030758	500.00
			Line Description: Refund Rec Dep 2008588.002		
0250717	11/01/24	P	AP Triton LLC	0000023546	3,549.80
			Line Description: ECC Dispatch Assessment		
0250718	11/01/24	P	AT & T	0000001107	117.70
			Line Description: Internet-Fleet Svs 10/15-11/14		
0250719	11/01/24	P	AT & T	0000001107	5,226.51

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: PD Emergency Line
DID Trunk Line
Outgoing Trunk Line
Estancia Park
Wakeham Park
Smallwood Park
2310 Placentia Irrigation
Fire Sta#1 Fire Alarm System
Lions Park
Senior Center Elevator
Sr Ctr Fire Alarm incl 8/15-9/
Balearic Center Fax
Local Usage
800 Mhz Radio Link
IT Computer Room
DRC Alarm
TeWinkle Park
Cool Line for PD

0250720	11/01/24	P	AT & T	0000001107	166.15
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Line Description: 911 Cama Trunk 10/14-11/13/24

0250721	11/01/24	P	Adamson Police Products	0000014519	4,493.10
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Line Description: Sales Tax 7.75%
Def-Tec Distribution Device Tr
1000 Spool of Shock Tube
Flameless Smoke Inert Tri-Cham
Def-Tec Training Body
Def-Tec 4-gram Command Initiat
Def-Tec #25 Distraction Device
Command Initiated 12-gram Reloa

0250722	11/01/24	P	Air Exchange Inc	0000024177	1,589.75
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Line Description: Supplies
Supplies

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250723	11/01/24	P	Anish Bhaumik	0000031017	105.00
			Line Description: Basketball Referee-10/28/24		
0250724	11/01/24	P	Barr & Clark Environmental	0000009300	565.00
			Line Description: LBPIInspn-Ainley/903 W 17th#97		
0250725	11/01/24	P	BrightView Landscape Services Inc	0000026055	9,955.08
			Line Description: Irrigation Repair-Sep 2024		
0250726	11/01/24	P	Cabco Yellow Inc	0000028576	12,298.25
			Line Description: Sr Mobility Prog-Sep 2024		
0250727	11/01/24	P	Callyo 2009 Corp	0000022018	5,328.00
			Line Description: Callyo Plus 9/1/24-8/31/25		
0250728	11/01/24	P	Charter Communications	0000011202	785.95
			Line Description: BCC Internet Recurring Charge BCC Internet Prorated/One Time CE Internet Prorated/One Time		
0250729	11/01/24	P	Community Catalyst	0000030590	14,500.00
			Line Description: Consulting-Affordable Housing Consulting-Affordable Housing Consulting-Affordable Housing		
0250730	11/01/24	P	Community SeniorServ	0000018540	14,250.00
			Line Description: Meals on Wheels Prog Lunch Cafe/Grab N Go		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250731	11/01/24	P	CoreLogic Information Solutions Inc	0000004774	4,588.68
			Line Description: RealQuest Online Svc		
0250732	11/01/24	P	Craft Woodworks Inc	0000031026	185.43
			Line Description: Refund Permit BPCR-24-0303		
0250733	11/01/24	P	Daniels Tire Service	0000001922	768.39
			Line Description: Warehouse Stock		
0250734	11/01/24	P	David Joseph Pisarski	0000031023	100.00
			Line Description: Refund Rec Dep 2008591.002		
0250735	11/01/24	P	Dell Computer Corp	0000001962	5,804.36
			Line Description: 24" MONITOR		
			OPTIPLEX 7020		
			ENVIRONMENTAL FEE		
			SALES TAX (7.75%)		
			WALL MOUNTABLE UPS		
0250736	11/01/24	P	Dirk Glaser	0000031024	100.00
			Line Description: Refund Rec Dep 2008571.002		
0250737	11/01/24	P	Doreen Nicosia	0000031021	40.07
			Line Description: Refund Permit PSGN-24-0077		
0250738	11/01/24	P	Enercalc Inc	0000029320	1,545.00
			Line Description: SEL Annual Subscription		
			SEL Annual Subscription		
0250739	11/01/24	P	Entrust Janitorial LLC	0000030309	1,025.00

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Janitorial Svcs @ 3190 Airport		
0250740	11/01/24	P	Everett Dorey LLP	0000026882	2,819.50
			Line Description: Pacific Shores/Insight Psych		
0250741	11/01/24	P	Expo Propane Inc	0000017819	2,430.25
			Line Description: Propane @ Corp Yard		
0250742	11/01/24	P	Fair Housing Foundation	0000019956	4,695.23
			Line Description: Fair Housing Prog		
0250743	11/01/24	P	Families Forward Inc	0000024105	7,013.24
			Line Description: Affordable Housing Support		
0250744	11/01/24	P	FireStats LLC	0000026188	2,500.00
			Line Description: Firestats Data Analysis-Aug 24 Firestats Data Analysis-Jul 24		
0250745	11/01/24	P	FleetPride Heavy Duty Parts & Service	0000030911	275.94
			Line Description: DC Control Valve		
0250746	11/01/24	P	Freedom Committee of Orange County	0000030398	100.00
			Line Description: Refund Rec Dep 2008573.002		
0250747	11/01/24	P	Frontiers Academy Parent Association	0000031022	100.00
			Line Description: Refund Rec Dep 2008617.002		
0250748	11/01/24	P	Fuel Pros Inc	0000026476	750.00
			Line Description: DO Inspn-FS #6		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> DO Inspection-FS #2 DO Inspection-CY		
0250749	11/01/24	P	Galls LLC	0000002297	1,979.31
			<i>Line Description:</i> Uniform-Lawrence Uniform-Pacis Uniform-Chartier		
0250750	11/01/24	P	Grainger	0000002393	197.65
			<i>Line Description:</i> Hardware Hardware		
0250751	11/01/24	P	Integrated Impressions	0000003403	3,925.38
			<i>Line Description:</i> Promotional Items-EmployeeNight		
0250752	11/01/24	P	Interwest Consulting Group Inc	0000021505	884.88
			<i>Line Description:</i> Bldg & Safety Plan Review-Aug Bldg&Safety Plan Review-Aug 24		
0250753	11/01/24	P	James Snordan	0000029974	105.00
			<i>Line Description:</i> Basketball Referee-10/23/24		
0250754	11/01/24	P	Jams Inc	0000027198	8,000.00
			<i>Line Description:</i> Retainer-Insight Psychology		
0250755	11/01/24	P	Joe Mar Polygraph & Investigation	0000027462	1,750.00
			<i>Line Description:</i> Pre Emplmnt Polygraph Exams Pre Emplmnt Polygraph Exams		
0250756	11/01/24	P	Kimball Midwest	0000006819	1,542.61
			<i>Line Description:</i> Shop Supplies		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Shop Supplies		
0250757	11/01/24	P	Learning Tree International	0000009019	2,659.00
			Line Description: TRAINING COURSES		
0250758	11/01/24	P	Linscott Law & Greenspan Engineers Inc	0000010877	2,960.00
			Line Description: On-Call Srvs On-Call Srvs		
0250759	11/01/24	P	Los Angeles Times	0000003000	462.00
			Line Description: Legal Advertising		
0250760	11/01/24	P	Miwall Corporation	0000022454	2,911.84
			Line Description: Ammo for SWAT		
0250761	11/01/24	P	National Data & Surveying Services	0000021249	2,790.00
			Line Description: ADT/Speed Counts Avocado St ADT/Speed Counts ADT/Speed Counts-Junipero Dr ADT/Speed Counts 10 Locations Turning Movement Counts ADT Speed Counts Pedestrian Count-18th Westmins ADT/Speed Counts Hamilton St ADT/Speed Counts-Mission Dr ADT/Speed Counts Turning Movement Counts ADT/Speed Counts Multiple Loca		
0250762	11/01/24	P	Neogov	0000018828	12,588.56
			Line Description: Automated text message/text su		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250763	11/01/24	P	Norwood Management LLC	0000029243	13,659.00
			Line Description: Rent November 24		
0250764	11/01/24	P	Oracle America Inc	0000003419	2,793.03
			Line Description: MICROFOCUS VISUAL COBOL		
0250765	11/01/24	P	Orange County Dept of Education	0000000442	2,625.00
			Line Description: Refund Rec Dep 2008587.002		
			Refund Rec Dep 2008590.002		
			Refund Rec Dep 2008575.002		
			Refund Rec Dep 2008616.002		
			Refund Rec Dep 2008615.002		
			Refund Rec Dep 2008589.002		
0250766	11/01/24	P	Orange County Health Care Agency	0000000492	603.00
			Line Description: Anniversary Inspection UST CY		
0250767	11/01/24	P	Orange County Mosquito & Vector Control	0000021750	312.90
			Line Description: Inspection&Treatment Pests FVP		
0250768	11/01/24	P	Priority Landscape Services LLC	0000026592	12,896.00
			Line Description: Fairview Park Landscape Aug24		
			Fairview Park Landscape Sep 24		
			Fairview Park Landscape Jul24		
0250769	11/01/24	P	Proactive Engineering Consultants Inc	0000028916	1,210.00
			Line Description: Westside Storm Drain Improv		
			Consulting Westside Storm Drain		
0250770	11/01/24	P	Project 529 Inc	0000029911	2,100.00
			Line Description: 529 Garage for Police - Annual		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250771	11/01/24	P	Rafael Rodriguez	0000031018	105.00
			Line Description: Basketball Referee-10/28/24		
0250772	11/01/24	P	Rapco Industries Inc	0000019620	1,373.04
			Line Description: SHIPPING CHAINS REPAIRS		
0250773	11/01/24	P	Red Wing Business Advantage Account	0000003772	225.00
			Line Description: Safety Boots James Blum		
0250774	11/01/24	P	Roadline Products Inc USA	0000003830	310.32
			Line Description: Spray Tips for Red Carb Track		
0250775	11/01/24	P	SHI International Corp	0000016007	864.38
			Line Description: SOFTWARE ACQUISITION SOFTWARE ACQUISITION		
0250776	11/01/24	P	Samuel Ghaly	0000030964	1,570.40
			Line Description: Refund Permit #BBRA-24-0126		
0250777	11/01/24	P	Santa Ana College	0000003752	2,944.00
			Line Description: Post Training Post Training		
0250778	11/01/24	P	Sean Simon	0000029869	105.00
			Line Description: Basketball Referee-10/23/24		
0250779	11/01/24	P	Shaw HR Consulting Inc	0000021706	1,540.00

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Reasonable Accomodations Reasonable Accomodation Reasonable Accomodation Reasonable Accomodation		
0250780	11/01/24	P	Signature Party Rentals	0000026916	270.00
			Line Description: Refund Operational Permit		
0250781	11/01/24	P	SiteOne Landscape Supply LLC	0000024133	1,035.62
			Line Description: Equipment Ballfields		
0250782	11/01/24	P	Smith Manufacturing Co Inc	0000004048	2,856.90
			Line Description: Grounding Drums		
0250783	11/01/24	P	SoCal Hoods	0000030490	600.00
			Line Description: KITCHEN EXHAUST SYSTEM		
0250784	11/01/24	P	Soila Mendez	0000012806	600.00
			Line Description: Refund Rec Dep 2008574.002		
0250785	11/01/24	P	Southern California Edison Company	0000004088	11,320.04
			Line Description: St Light Install-Adams/Pinecre		
0250786	11/01/24	P	Southern California Edison Company	0000004088	2,888.77
			Line Description: 3190 1/2 Red Hill 8/9-9/9/24 3190 1/2 Red Hill 7/12-8/8/24 3190 1/2 Red Hill 9/10-10/8/24 2944 Bristol 9/16-10/14/24 3351 Sakioka 9/25-10/23/24 555 1/2 Paularino 9/23-10/21/2 735 Baker 9/20-10/20/24 FS#1 9/20-10/20/24		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: 3349 Sakioka 9/25-10/23/24		
0250787	11/01/24	P	Southern California Gas Company	0000004092	4,306.35
			Line Description: Comm 9/20-10/22/24		
			2310 Placentia 9/20-10/22/24		
			2300 Placentia 2 9/20-10/22/24		
			PD 9/20-10/22/24		
			FS#4 9/20-10/22/24		
			FS#3 9/19-10/21/24		
			567 W 18th 9/19-10/21/24		
			FS#5 9/20-10/22/24		
			FS#1 9/24-10/24/24		
			FS#2 9/23-10/23/24		
			3175 Airway 9/10-10/9/24		
			717 James 9/19-10/21/24		
			721 James 9/19-10/21/24		
			DRC 9/19-10/21/24		
			Sr Ctr 9/19-10/21/24		
			BCC 9/24-10/24/24		
			Pool 9/19-10/21/24		
			NHCC 9/19-10/21/24		
0250788	11/01/24	P	Sparkletts	0000015725	98.47
			Line Description: Water Delivery Svcs - IT		
0250789	11/01/24	P	Sutton & Murphy	0000030939	199.59
			Line Description: Rfnd Subpoena Dep 001-00377250		
0250790	11/01/24	P	Switzer Assoc Leadership Solutions	0000029731	2,375.00
			Line Description: Coaching		
0250791	11/01/24	P	Tight Line Tile	0000031020	200.00
			Line Description: Refund Permit BBRA-24-0244		

City of Costa Mesa Accounts Payable
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0250792	11/01/24	P	Time Warner Cable	0000011202	31.74
			Line Description: Cable Services-City Hall		
0250793	11/01/24	P	Toan Nguyen	0000031025	566.01
			Line Description: Refund Permit BROG-24-0482		
0250794	11/01/24	P	Torelli Realty	0000007012	425.00
			Line Description: Refund Permit SEVT-24-0052		
0250795	11/01/24	P	Trang Nguyen	0000028723	51.00
			Line Description: Refund Rec Dep 2008570.002		
0250796	11/01/24	P	Trauma Intervention Programs Inc	0000005670	13,967.00
			Line Description: Trauma Intervention Program Se		
0250797	11/01/24	P	US Bank	0000002228	6,970.34
			Line Description: Payroll 24-21		
0250798	11/01/24	P	UniFirst Holdings Inc	0000030616	76.52
			Line Description: CMBS Walk-Off Mats		
0250799	11/01/24	P	Vulcan Materials Company	0000007403	285.37
			Line Description: Asphalt Sidewalk Pothole Ramp		
			Asphalt Potholes Sidewalk Ramp		
TOTAL					\$982,709.76



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-386

Meeting Date: 11/19/2024

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meeting of October 15, 2024.



REGULAR CITY COUNCIL AND HOUSING AUTHORITY TUESDAY, OCTOBER 15, 2024 - MINUTES

CALL TO ORDER – The Closed Session meeting was called to order by Mayor Stephens at 4:01 p.m.

ROLL CALL

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

Absent: Council Member Marr.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to California Government Code Section 54957.6,(a)

Agency Designated Representative: Lori Ann Farrell Harrison, City Manager

Name of Employee Organization: Costa Mesa Division Managers Association

2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to California Government Code Section 54957.6,(a)

Agency Designated Representative: Lori Ann Farrell Harrison, City Manager

Name of Employee Organization: Costa Mesa Confidential Management Unit

3. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to California Government Code Section 54957.6, (a)

Agency Designated Representative: Lori Ann Farrell Harrison, City Manager

Name of Employee Organization: Costa Mesa City Executive Confidential Unit

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

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

Name of Case: Insight Psychology and Addiction, Inc. v. City of Costa Mesa

United States District Court, Central District of California, Case No. 8:20 cv 00504 JVS
JDE

5. 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

6. 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

7. 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; 1963 Wallace Ave.

Orange County Superior Court Case No. 30 2020 01133479

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

Closed Session adjourned at 5:48 p.m.

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:04 p.m.

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

MOMENT OF SOLEMN EXPRESSION – Led by Rabbi Stephen Einstein, Congregation B’Nai Tzedek, Fountain Valley.

ROLL CALL

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

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS:

The City Council recognized October as Breast Cancer Awareness Month 2024 and presented the proclamation to the Susan G. Komen Foundation.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Speaker, spoke against W. 19th Street traffic improvements and on witnessing a crash, spoke against Measure K, spoke on voting, and spoke on a planning commissioner's views on parking.

Constance Esposito, United Sovereign Americans, spoke on a resolution submitted by United Sovereign Americans.

Speaker, read wording from the resolution submitted by the United Sovereign Americans.

Speaker, read wording from the resolution submitted by the United Sovereign Americans.

Speaker, read wording from the resolution submitted by the United Sovereign Americans.

Ursin Russell, Costa Mesa, spoke in support of the resolution read by previous speakers regarding elections, and requested the item be placed on the next City Council agenda.

Speaker, requested safety measures at Fair Drive and Loyola Road.

Dolores Ellis, President of Bean's Beagles Dog Rescue, spoke on dog shelters and dog rescues, spoke on adoptions being down, and spoke on the need for help in shelters.

Jay Humphrey, Costa Mesa, spoke on disability accommodations and ADA compliance, spoke on the need for hearing accommodations at other city facilities, and offered to help find solutions.

Yolanda Macias, Founder of Bean's Beagles Dog Rescue, thanked Council Member Harper for his donation, spoke on the non-profit, and spoke on the rescue of dogs.

Tyler Wayman, Costa Mesa, spoke against the bike lanes on Santa Ana Avenue, and spoke on parking problems in the area.

Benny Hallock, spoke against the bike lanes on Santa Ana Avenue, submitted a petition regarding the project, spoke on parking issues related to the project, spoke on problems dropping off and picking up children at the school, and expressed safety concerns.

Speaker, spoke against the bike lanes on Santa Ana Avenue, expressed concern on the expansion of the CIP budget and the appearance of "shaking down" businesses for Traffic Impact Fees, and spoke on safety in the city.

Speaker, spoke on Bean's Beagles Dog Rescue and rescuing dogs, thanked Council Member Harper for his donations to various charities in the city, and spoke on supporting animal shelters and rescues.

Speaker, spoke on public transit, improving bus stops and beautifying the city, spoke on collaboration with Orange County Transportation Authority, spoke on a transit signal priority project, and spoke on increasing bus services on arterial streets.

Speaker, Resilience Orange County, spoke on hosting an Affordable Housing/Tenants Rights meeting, spoke on National Hunger and Homelessness Awareness Week in November, spoke on the Tenants Know Your Rights Workshop on October 21st, and spoke on working with Council Member Chavez on the alleyway improvements.

Juano Trejo, thanked Sergio Escobar for his assistance with housing services, spoke in support of the Tenant Protection Ordinance, thanked Council Member Chavez for attending an affordable housing event, spoke on safety concerns, and requested additional police patrols.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Gameros spoke on celebrating Halloween and participating in the Barktoberfest Event.

Council Member Harper spoke on voter integrity, expressed concern regarding the Santa Ana Avenue bike lane project, and spoke on bike safety.

Council Member Marr reported that no city staff engage in anything that resembles “shaking down” businesses, in response to a public comment.

Council Member Reynolds spoke on safe streets, routes to schools, spoke on speed reductions on Costa Mesa streets, thanked staff for handling the bus maintenance issues, spoke on maintenance practices and upgrading the bus stop facilities, spoke on Orange County Transportation Authority hosting a walk audit on Monday, October 28th, and on October 29th at the Norma Hertzog Community Center the County of Orange will host a Talbert Park Master Plan Process community meeting, and spoke in support of ADA equipment upgrades at the Senior Center and in all community rooms.

Council Member Chavez spoke on attending the Orange County Pride Festival, spoke on attending the Fire Department open house, spoke on attending the 1 Million Homes event, spoke on alleyway improvements and trash can enclosers, spoke on Think Together leaving the City and working on other resources to support the community with their absence, spoke on free bus rides on election day, spoke on elections and democracy, and spoke in support of ADA equipment upgrades.

Mayor Pro Tem Harlan spoke on attending the State of the Schools event by Newport Mesa Unified School District, participated in the Walk to School event at Kaiser Elementary, and spoke on Newport Harbor High School winning the Battle of the Bay.

Mayor Stephens spoke on attending the Orange County Pride event, the 75th anniversary of Lighthouse Church, the Newport Rib Company 40th anniversary, spoke on the Halloween Boutique at Triangle Square, spoke in support of ADA upgrades at City facilities, spoke on the Project Hope Alliance open house on October 16th, spoke on Human Options candlelight vigil on October 16th, and the Veteran of the Year event on November 1st and the Mayor nominated Vic Bakkila for the award.

REPORT – CITY MANAGER – Ms. Farrell Harrison spoke on the accomplishments and successes of the Network for Homeless Solutions, spoke on the Great Shake Out and emergency preparedness on October 17th, and will look into the ADA upgrades.

REPORT – CITY ATTORNEY – NONE.

CONSENT CALENDAR

MOVED/SECOND: Council Member Reynolds/Council Member Chavez

MOTION: Approve the Consent Calendar except for item no. 6.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

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

ACTION:

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

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Edwin Ramos Madrid, Ashley Ned.

3. MINUTES

ACTION:

City Council approved the minutes of the regular meeting of October 1, 2024.

4. COMPUTER SYSTEM REPLACEMENT PROGRAM

ACTION:

1. City Council approved the purchase of 60 desktop and 32 laptop computer systems in phase 1-of-3 to replace end-of-life computers.
2. Authorized the City Manager or designee to execute purchase orders with Dell and CDW-G in the amount of \$248,250.
3. Authorized the City Manager or designee to approve cost increases of up to 10% for each phase of the project in the event of rising equipment prices.

5. SPECTRUM ENTERPRISE SERVICE AGREEMENT

ACTION:

1. City Council approved the 5-year Spectrum Enterprise Service Agreement between the City of Costa Mesa and Charter Communications Operating LLC, on behalf of subsidiary Spectrum Enterprise, for the continued network connections between City Hall and all of the remote sites throughout the City, commencing on November 1 2024, through October 31, 2029.
2. Approved the Service Order in the annual amount of \$209,889 (paid in monthly installments of \$17,490.68).
3. Authorized the City Manager and the City Clerk to execute the agreement.
4. Authorized the City Manager or designee to accept and execute future amendments including any potential increase in services and equipment as long as the amendments are within the appropriated budget.

ITEMS PULLED FROM THE CONSENT CALENDAR

6. ON-CALL ENGINEERING STAFF SUPPORT AND PROGRAM MANAGEMENT SERVICES

Public Comments:

Jay Humphrey, Costa Mesa, requested clarification on why this item was placed on Consent Calendar.

Speaker, spoke in support of the item and the completion of projects faster.

MOVED/SECOND: Council Member Reynolds/Council Member Chavez

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council approved and authorized the City Manager and the City Clerk to execute the Professional Services Agreements (PSA) with each consulting firm listed below from October 15, 2024 - June 30, 2029, in substantially the form as attached and in such final form as approved by the City Attorney for on-call engineering staff support and program management services for various Public Works projects.

- Ardurra Group, Inc.
- TKE Engineering, Inc.
- Transtech Engineers, Inc.
- Iteris, Inc.

2. Authorized the City Manager and the City Clerk to execute future amendments with the above-listed firms including any potential increases in compensation as long as the amendments are within the approved allocated aggregate amount of \$400,000 annually amongst all firms.

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

PUBLIC HEARINGS: NONE.

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

OLD BUSINESS: NONE.

NEW BUSINESS:

1. RECEIVE AND FILE CONCEPTUAL DESIGN OF THE FIRE STATION NO. 2 RECONSTRUCTION PROJECT

Presentation by Mr. Bauer, Deputy Public Works Director.

Public Comments:

Speaker, spoke on the \$10 million appropriated for the project and \$2 million earmarked from the fund balance, and spoke in support of borrowing less money.

Kyle Bishop, Costa Mesa, spoke in support of the project.

MOVED/SECOND: Mayor Stephens/Council Member Gameros

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council received and filed the conceptual plans for the design of the Fire Station No. 2 Reconstruction Project.

2. PROFESSIONAL SERVICES AGREEMENT (PSA) WITH DUDEK FOR CLIMATE ACTION AND ADAPTATION PLAN CONSULTING SERVICES

Presentation by Ms. Gregg, Contract Planner.

Public Comments:

Phil Chipman, Costa Mesa, spoke in support of the item.

Speaker, spoke on if the item is necessary, spoke on city resources, spoke on city processes, and spoke on utilizing city finances for CIP projects.

Craig Preston, spoke in support of the item.

Speaker, Resilience Orange County, spoke in support of the item and encouraged engagement with the Latino community.

MOVED/SECOND: Council Member Reynolds/Council Member Marr

MOTION: Approve staff recommendation with the following changes:

- Conduct individual meetings with Councilmembers during the visioning phase to get input on potential and priority measures.
- Provide mid-project update to City Council (Council Meeting or Study Session) at Completion of the following milestones:
 - GHG Inventory & Wedge Analysis
 - Vulnerability Assessment
 - Selection of Emissions Reduction Measures
 - Selection of Adaptation Measures
- Initiate public engagement no later than April 2025 (Earth Month).
- Require any marketing materials to adhere to sustainability principles (e.g., re-usable, biodegradable) and be sourced through Costa Mesa businesses.
- Work with consultant to determine whether and Interim Deliverable(s) is needed to leverage key grant funding opportunities.
- Examine how to expedite project schedule.

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: Council Member Harper.

Absent: None.

Abstain: None.

Motion carried: 6-1

ACTION:

1. City Council approved the Professional Services Agreement (PSA) for two years with two one-year renewals in the amount of \$418,625 to Dudek (Environmental, Planning and Engineering Firm) for consulting services.

2. Authorized a ten percent (10%) contingency in the amount of \$41,862 for unforeseen costs related to the project.
3. Authorized a budget adjustment of \$300,000 from the Capital Improvement Fund (401) fund balance and \$50,000 from the SoCal Gas Climate Adaptation and Resiliency Grant.
4. Authorized the City Manager, or designee, and City Clerk to execute the PSA and any future amendments to the agreement.

3. HOUSING ELEMENT IMPLEMENTATION UPDATE & DEVELOPMENT SERVICES PROCESS IMPROVEMENTS TO FACILITATE HOUSING DEVELOPMENT

Presentation by Ms. McGill, Planning and Sustainability Development Manager.

Public Comments:

Speaker, spoke on expediting housing implementation and goals.

Christian Lopez, Resilience Orange County, spoke on housing for lower income individuals and families, spoke in support of very low-income units and that the City should prioritize the production of very low-income units.

Speaker, Resilience Orange County, spoke in support of very low and low-income production.

MOVED/SECOND: Mayor Stephens/Council Member Chavez

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council received the staff presentation regarding Housing Element implementation progress and development services resource enhancements and provided feedback.

4. ACCEPTANCE OF PART 1 OF THE STORM DRAIN MASTER DRAINAGE PLAN (SDMDP) UPDATE

Presentation by Mr. Yang, City Engineer, Mr. Fouladi, Senior Engineer, and Mr. Ryan, Consulting Project Manager, Q3 Consulting.

Public Comments: None.

MOVED/SECOND: Council Member Reynolds/Council Member Chavez

MOTION: Approve staff recommendation with the following changes:

- When discharge to Santa Ana River is referenced, replace with “discharge to Talbert Regional Park, Randall Preserve, and the Santa Ana River Corridor, which contain environmental mitigation sides and sensitive habitat areas”.
- On page 21, “Environmental Restrictions” section, add “In addition, some downstream discharge areas include environmental mitigation sites and sensitive habitat areas”.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council accepted Part 1 of the Storm Drain Master Drainage Plan (SDMDP) update consisting of the Existing Conditions Assessment Report (ECAR) and the Drainage & Water Quality Improvements.

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

ADJOURNMENT – Mayor Stephens adjourned the meeting at 11:04 p.m.

Minutes adopted on this 19th day of November, 2024.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-383

Meeting Date: 11/19/2024

TITLE:

REVIEW AND APPROVE RECOMMENDED CITY COUNCIL MEETING CALENDAR FOR 2025

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 the proposed City Council Meeting Calendar for 2025.

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 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 regularly scheduled meeting on Tuesday, January 7, 2025, coincides with the time frame of the scheduled Council Chamber's technology upgrades project; hence the Chamber will not be available for a meeting as the vendor will be conducting work at that time. The project time frame provides the least amount of disruption to City meetings but does require work to be done on January 7th in order to ensure completion by January 21st due to the vendor's workload and schedule. Additionally, the 1st meeting in July of 2025 precedes the July 4th holiday and the City's July 3rd celebration event. This popular event continues to grow in attendance each year and has reached over 7,000 attendees. Preparation for this event requires assistance from all departments throughout City Hall. In addition, attendance for a City Council meeting during a holiday week tends to decline. Canceling the January 7th and the July 1st meetings in advance allows time for proper public noticing and placement of items on other City Council agendas. The proposed 2025 City Council meeting calendar is as follows:

- January 21, 2025
- February 4, 2025
- February 18, 2025

- March 4, 2025
- March 18, 2025
- April 1, 2025
- April 15, 2025
- May 6, 2025
- May 20, 2025
- June 3, 2025
- June 17, 2025
- July 15, 2025
- August 5, 2025
- September 2, 2025
- September 16, 2025
- October 7, 2025
- October 21, 2025
- November 4, 2025
- November 18, 2025
- December 2, 2025

ALTERNATIVES:

The City Council may choose to add meetings on January 7th and July 1st; however, this action is not recommended as it would delay the City Council Chamber technology upgrades and staff would have to find an alternative time frame for the necessary technology upgrades that could impact the use of the Council's Chambers beyond January 2025. Furthermore, staffing levels are impacted by the City's July 3rd event which requires assistance of City staff from various departments due to the large scale of the event and coordination with the OC Fair and Event Center.

FISCAL REVIEW:

There is no fiscal impact to this agenda item.

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.

CONCLUSION:

Review and approve the recommended City Council Meeting Calendar for 2025.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-396

Meeting Date: 11/19/2024

TITLE:

AMENDMENT OF THE MICROSOFT ENTERPRISE AGREEMENT RENEWAL

DEPARTMENT: INFORMATION TECHNOLOGY

PRESENTED BY: STEVE ELY, DIRECTOR

CONTACT INFORMATION: STEVE ELY (714) 754-4891

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the purchase of additional Microsoft Enterprise subscription licenses through Dell Technologies in the amount of \$36,383.
2. Authorize the City Manager to approve and execute future purchases of additional licenses for staff hires, not to exceed a total amount of \$94,248.

BACKGROUND:

As part of its information technology practices, the City typically upgrades and deploys core software in a timeframe that keeps software versions at or near current commercial release versions. This practice helps to ensure critical City software is current with security-related improvements and product enhancements.

In August 2024, the City Council approved and renewed the three-year Microsoft Enterprise Agreement. This agreement expires on August 31, 2027.

During the life of the Microsoft Enterprise Agreement, the City has saved money through volume purchasing and greatly simplified licensing that required only a few annual transactions. Software pricing is obtained through the County of Riverside's Master Microsoft Enterprise Agreement Number 8084445, Select Plus Agreement Number 7756479, Microsoft Premier, Unified, and MCSD Support Services (Licensing Solution Provider Agreement Number PSA-0001530) to achieve the most competitive pricing.

ANALYSIS:

Microsoft's Enterprise Agreement is a volume subscription licensing program that enables organizations with a minimum of 250 qualified users or devices the flexibility to purchase cloud services, and software licenses and updates under one agreement at a lower price than when purchased individually. This program includes Software Assurance, Microsoft's enhanced software maintenance package. The City's current Enterprise Agreement is through Dell Technologies.

Subscription licensing program pricing is as follows:

<u>Vendor</u>	<u>Recommendation #</u>	<u>Additional Quantity of M365 Licenses</u>	<u>Annual Total</u>
Dell	#1 to add licenses	35	\$36,383
Dell	#2 to not exceed	88	\$94,248

Considering the City's current dynamic staffing needs, the I.T. Department requests additional funding for the purchase of additional licenses. This will ensure all staff have access to necessary Microsoft accounts and tools, supporting effective operations.

ALTERNATIVES:

Should the Council choose not to approve the purchase of additional licenses, certain staff will lack Microsoft accounts and access to essential programs, potentially hindering productivity.

FISCAL REVIEW:

Funding for the Microsoft's Enterprise Agreement is included in the Information Technology Replacement Fund (Fund 603) for the Fiscal Year 2024-25 Adopted Budget, under Computer Operations (account string 590800-603-14600-50710-250004).

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports City Council Goal:

- Maintain and enhance the City's infrastructure, facilities, and equipment.

CONCLUSION:

Staff recommends the City Council:

1. Approve the purchase of additional Microsoft Enterprise subscription licenses through Dell Technologies in the amount of \$36,383.
2. Authorize the City Manager to approve and execute future purchases of additional licenses for staff hires, not to exceed a total amount of \$94,248.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-391

Meeting Date: 11/19/2024

TITLE:

AUTHORIZE THE PURCHASE OF VEHICLES FROM SELMAN CHEVROLET

DEPARTMENT: PUBLIC WORKS DEPARTMENT/MAINTENANCE SERVICES
DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: ROBERT RYAN, MAINTENANCE SERVICES MANAGER (714)
754-5123

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the purchase of two (2) Chevrolet Equinox EV and one (1) Chevrolet Silverado Trail Boss for a total of \$157,970.05 from Selman Chevrolet located at 1800 E. Chapman Avenue, Orange, CA, 92867.
2. Authorize the City Manager or designee to execute the necessary documents for the purchase.

BACKGROUND:

Consistent with past practices, new and/or replacement vehicle and equipment requests are evaluated during the annual budget process along with Equipment Maintenance staff recommendations.

The City's adopted Fiscal Year 2024-2025 Operating Budget includes the addition of several new vehicles including: one (1) Chevy Bolt EV or equal electric vehicle assigned to Development Services, one (1) Chevy Bolt EV or equal assigned as a pool vehicle, and one (1) Chevy Silverado Trail Boss assigned to Costa Mesa Fire Department staff. The purchase of new vehicles is necessary in order to upgrade the City's fleet of operable vehicles to serve the community and its stakeholders. The purchases will also provide vehicles to newly added staff that serve the community.

ANALYSIS:

The City issued an Invitation for Bid (IFB) No. 25-07 for the purchase of two Chevy Equinox 1LT and one Chevy Silverado 1500 Trail Boss on August 29, 2024, through PlanetBids.

In response to the IFB, four (4) bids were received. Of the four (4) bids, two (2) were deemed non-responsive as they were not authorized Chevrolet dealerships as required in the IFB. Of the remaining bids, only one was able to provide a quote on all three (3) vehicles. The 2024 Chevrolet

Equinox EV was an approved alternative as the Bolts are no longer manufactured after 2023. Selman Chevrolet was identified as the lowest, responsive bidder at \$157,970.05.

ALTERNATIVES:

The City Council could choose not to authorize the purchase of the new vehicles from Selman Chevrolet. This is not recommended as this would result in further delays in the procurement of approved vehicles and leave field staff without transportation to perform essential functions in the field. This could potentially result in safety issues, as well as delayed services to the public.

FISCAL REVIEW:

Funds for the proposed City vehicles are available in the Equipment Replacement Fund (Fund 601), approved in Fiscal Year 2024-25 Adopted Budget.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item works toward achieving the following City Council goals:

- Strengthen the public's safety and improve quality of life.
- Advance environmental sustainability and climate resiliency.

CONCLUSION:

Staff recommends the City Council:

1. Approve the purchase of two (2) Chevrolet Equinox EV and one (1) Chevrolet Silverado Trail Boss for a total of \$157,970.05 from Selman Chevrolet located at 1800 E. Chapman Avenue, Orange, CA, 92867.
2. Authorize the City Manager or designee to execute the necessary documents for the purchase.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-393

Meeting Date: 11/19/2024

TITLE:

MEASURE M2 EXPENDITURE REPORT

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ADMINISTRATION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: CHRISTINE TSAO, SENIOR MANAGEMENT ANALYST (714) 754-5024

RECOMMENDATION:

Staff recommends the City Council adopt the proposed Resolution No. 2024-xx, (Attachment 1) approving the Measure M2 Expenditure Report and authorizing staff to submit the report to the Orange County Transportation Authority (OCTA).

BACKGROUND:

The approved guidelines for Renewed Measure "M" (M2) eligibility requires that local agencies prepare and adopt an annual expenditure report on Measure M2 funds. The expenditure report is a detailed financial report, which tracks financial activity related to Measure M2 and other improvement funds. The report should account for the receipt, interest earned, and use of Measure M2 and other funds as outlined in the Ordinance approved by the OCTA Board and the Orange County voters. OCTA requires the annual report to be provided within six (6) months from the end of the jurisdiction's fiscal year.

ANALYSIS:

In order to qualify for Measure M2 funding, all agencies must meet certain eligibility criteria established by the Ordinance approving the "M2" Program. Preparation of the expenditure report is one such requirement that each jurisdiction has to meet on an annual basis.

The guidelines require each city to prepare and adopt an annual expenditure report to account for Measure M2 funds, developer/traffic impact fees, and funds expended by the City to satisfy Maintenance of Effort requirements. The following are the requirements of the expenditure report:

- Submit report within six (6) months of the jurisdiction's end of fiscal year;
- Include all Measure M2 revenue, fund balances, and interest earned;
- Identify expenditures by activity type (capital, operations, administration, etc.) and the funding source for each program/project; and

- Submit the expenditure report signed by the Finance Director accompanied by a resolution from the City Council.

The City of Costa Mesa's report for Fiscal Year 2023-24 is due by December 31, 2024. Staff prepared the attached expenditure report (Attachment 2) in accordance with OCTA guidelines. The report was reviewed in draft form by OCTA staff, and the information provided was determined to be acceptable.

Staff recommends the City Council's approval of the proposed resolution, approving the expenditure report, and authorizing staff to submit the report to OCTA.

ALTERNATIVES:

The City Council may choose not to approve the proposed resolution. This alternative would make the City ineligible to receive Measure M2 funds from the Orange County Transportation Authority. Staff does not recommend this alternative.

FISCAL REVIEW:

The expenditure report took into account the final review of revenues and expenses for Fiscal Year 2023-24. The information contained in the M2 Expenditure Report was also reviewed by OCTA staff and determined to be acceptable. For Fiscal Year 2023-24, total revenues amounted to \$4.3 million of which \$3.5 million reflected annual ongoing Local Fair Share funds, and \$0.8 came from specialized grants. Total expenses amounted to \$2.4 million, resulting in a fund balance of \$1.9 million related to Fiscal Year 2023-24. All Measure M2 funding is to be used for restricted purposes, including street rehabilitation and traffic signal synchronization, to name a few.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Achieve Long-Term Fiscal Sustainability

CONCLUSION:

The voter-approved Measure M2 requires local agencies to meet certain eligibility requirements for receipt of Measure M2 funds, including approval of the M2 Expenditure Report. Staff recommends that the City Council adopt the proposed resolution approving the M2 Expenditure Report for Fiscal Year 2023-24, for submittal to OCTA.

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADOPTING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF COSTA MESA FOR THE FISCAL YEAR ENDING JUNE 30, 2024

THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

WHEREAS, local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by the local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

WHEREAS, the M2 Expenditure Report must include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the M2 Expenditure Report must be adopted and submitted to the OCTA each year within six (6) months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COSTA MESA AS FOLLOWS:

Section 1. The City Council of the City of Costa Mesa does hereby inform the OCTA that:

- (a) The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year, and balances at the end of the fiscal year.
- (b) The M2 Expenditure Report is hereby adopted by the City of Costa Mesa.

- (c) The Costa Mesa Finance Director is hereby authorized to sign and submit the Measure M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2024.

Section 2. The City Clerk shall certify to the passage and adoption of this Resolution and shall enter it into the book of original resolutions.

PASSED AND ADOPTED this 19th day of November, 2024.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

THIS PAGE IS RESERVED FOR CITY CLERK'S OFFICE

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 19th day of November, 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 19th day of November, 2024.

Brenda Green, City Clerk

M2 Expenditure Report
Fiscal Year Ended June 30, 2024
Beginning and Ending Balances

ATTACHMENT 2

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M Freeway Projects	1	\$ (36,889.00)	\$ -
O Regional Capacity Program (RCP)	2	\$ 188,416.90	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)**	3	\$ (890,135.13)	\$ -
Q Local Fair Share	4	\$ 6,457,271.26	\$ -
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program***	8	\$ 83,634.40	\$ -
V Community Based Transit/Circulators	9	\$ (11,401.00)	\$ -
W Safe Transit Stops	10	\$ (73,922.09)	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ 3,933.46	\$ -
Other*	12	\$ 87,099.32	\$ -
Balances at Beginning of Fiscal Year	13	\$ 5,808,008.12	\$ -
Monies Made Available During Fiscal Year	14	\$ 4,315,230.64	\$ 331,219
Total Monies Available (Sum Lines 13 & 14)	15	\$ 10,123,238.76	\$ 331,219
Expenditures During Fiscal Year	16	\$ 2,426,187.29	\$ 331,219
Balances at End of Fiscal Year			
A-M Freeway Projects	17	\$ (36,889.00)	\$ -
O Regional Capacity Program (RCP)	18	\$ 221,547.98	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ (810,904.29)	\$ -
Q Local Fair Share	20	\$ 8,413,292.26	\$ -
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ (61,520.73)	\$ -
V Community Based Transit/Circulators	25	\$ (11,401.00)	\$ -
W Safe Transit Stops	26	\$ 577.91	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ (110,222.54)	\$ -
Other*	28	\$ 92,570.88	\$ -

* Other - City billed City of Santa Ana in amount of \$5,471.56 in FY23-24 for Bear Street SSP.

** City received \$164,037 reimbursement from OCTA for Bear Street SSP on 8/30/24. City had recorded partial amount of \$132,463 as revenue in FY22-23. OCTA suggested to adjust and reduce beginning balance by \$132,463 and record the full reimbursement amount as FY23-24 revenue.

*** Combined the interest on SMP balance.

M2 Expenditure Report
Fiscal Year Ended June 30, 2024
Sources and Uses

Description	Line No.	Amount	Interest
Revenues:			
A-M: Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)*	2	\$ 33,131	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)**	3	\$ 585,964	\$ -
Q Local Fair Share	4	\$ 3,489,746	\$ 330,259
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 126,418	\$ 959
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ 74,500	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other***	12	\$ 5,472	\$ -
TOTAL REVENUES (Sum lines 1 to 12)	13	\$ 4,315,231	\$ 331,219
Expenditures:			
A-M: Freeway Projects	14	\$ -	\$ -
O Regional Capacity Program (RCP)	15	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ 506,733	\$ -
Q Local Fair Share	17	\$ 1,533,725	\$ 330,259
R High Frequency Metrolink Service	18	\$ -	\$ -
S Transit Extensions to Metrolink	19	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 271,573	\$ 959
V Community Based Transit/Circulators	22	\$ -	\$ -
W Safe Transit Stops	23	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	24	\$ 114,156	\$ -
Other	25	\$ -	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)	26	\$ 2,426,187	\$ 331,219
TOTAL BALANCE (Subtract line 26 from 13)	27	\$ 1,889,043	\$ -


* Other - City billed City of Santa Ana in amount of \$5,471.56 in FY23-24 for Bear Street SSP.

City recorded following revenues on the accrual basis:

** \$33,131 for Newport Blvd Widening Project (RCP) reimbursed by OCTA on 8/28/24

*** \$164,037 for Bear Street RTSSP reimbursed by OCTA on 8/30/24

M2 Expenditure Report
Fiscal Year Ended June 30, 2024
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees ¹	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead Construction & Right-of-Way	1	\$ 1,493,551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,493,551
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ 625,258	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,136	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 706,394
Signals, Safety Devices, & Street Lights	4	\$ 408,217	\$ 249,967	\$ -	\$ -	\$ 506,733	\$ -	\$ 166,198	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,331,115
Pedestrian Ways & Bikepaths	5	\$ 518,537	\$ 1,240,357	\$ -	\$ -	\$ -	\$ -	\$ 93,248	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,852,142
Storm Drains	6	\$ 133,772	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 133,772
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction ¹	8	\$ 1,685,783.41	\$ 1,490,324	\$ -	\$ -	\$ 506,733	\$ -	\$ 340,581	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,023,422
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction & Right-of-Way	10	\$ 1,685,783.41	\$ 1,490,324	\$ -	\$ -	\$ 506,733	\$ -	\$ 340,581	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,023,422
Maintenance															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ 821,983	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,193,144	\$ 330,259	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,345,386
Street Lights & Traffic Signals	13	\$ 2,381,987	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,381,987
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 5,554,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,554,840
Total Maintenance ¹	16	\$ 8,758,810	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,193,144	\$ 330,259	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,282,214
Other	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114,156	\$ -	\$ 271,573	\$ 959	\$ -	\$ 386,688
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 11,938,145	\$ 1,490,324	\$ -	\$ -	\$ 506,733	\$ -	\$ 1,533,725	\$ 330,259	\$ 114,156	\$ -	\$ 271,573	\$ 959	\$ -	\$ 16,185,875
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdiction's discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Finance Director initial: 													

¹ Includes direct charges for staff time
² Other M2 includes A-M, R,S,T,U,V, and W
 + Transportation related only
 * Please provide a specific description

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

M2 Expenditure Report
Fiscal Year Ended June 30, 2024
Local Fair Share Project List

[illegible]

M2 Expenditure Report
Fiscal Year Ended June 30, 2024

I hereby certify that:

- ☒ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- ☒ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- ☒ The City of Costa Mesa is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- ☒ The City of Costa Mesa's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- ☒ The City of Costa Mesa has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to or exceeding the FY 2023-24 MOE benchmark dollar amount¹¹.

Carol Molina

Director of Finance (Print Name)

November 7, 2024
Date



Signature

¹¹ Jurisdictions are encouraged to submit MOE eligible expenditures higher than their MOE benchmark, so that should certain expenses be ruled ineligible during an MOE audit, the local jurisdiction still has sufficient MOE expenditures to demonstrate continued achievement of the MOE benchmark.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-394

Meeting Date: 11/19/2024

TITLE:

RESOLUTION FOR SUBMITTAL OF A GRANT APPLICATION FOR THE REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM (PROJECT P) FUNDING

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ TRANSPORTATION
SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: RAMIN NIKOUI, SENIOR ENGINEER, (714) 754-5184

RECOMMENDATION:

Staff recommends the City Council adopt the proposed Resolution No. 2024-xx, approving the submittal of a grant application for the Regional Traffic Signal Synchronization Program (Project P) under the Orange County Transportation Authority's (OCTA's) Comprehensive Transportation Funding Program (CTFP) for Fiscal Years 2025-2026 to 2027-2028.

BACKGROUND:

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. In September 2011, the OCTA Board of Directors approved guidelines for the CTFP and subsequently authorized the annual "Call for Projects" under the "M2" Program.

The "2025 Call for Projects" was issued by OCTA for the Regional Traffic Signal Synchronization Program (RTSSP) or Project "P". The City is proposing to upgrade traffic signal infrastructure along the Bristol Street corridor using this program funding. The proposed improvements will benefit all modes of transportation, including pedestrians and bicyclists. Some of the proposed improvements include Accessible Pedestrian Signals (APS) and video detection cameras that can detect bicyclists at signalized intersections.

ANALYSIS:

OCTA has developed several regional competitive programs under the CTFP. While the City did not participate in last year's "2024 Call for Projects," approximately \$13 million was awarded countywide within the RTSSP (Project "P"). The RTSSP funds up to 80 percent of project costs with the remaining 20% covered by the City's matching funds.

The City of Costa Mesa, partnering with the Cities of Santa Ana and Newport Beach, submitted a joint Project “P” grant application for the Bristol Street Corridor project to OCTA by the application deadline of October 24, 2024. The City of Santa Ana assumed the role of “Lead Agency” for the submittal of the application.

The 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 prior to any consideration of City applications. The submittal of applications in response to this “2025 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, to provide matching funds for the project, and to execute any agreements, assurances, or other documents required in connection with the acceptance of such funds.

ALTERNATIVES:

City Council may consider not to adopt the resolution. However, this alternative is not recommended as it would result in the City being deemed ineligible to compete for available Project “P” grant funding.

FISCAL REVIEW:

If staff is successful in capturing grant dollars under the CTFP, the City will need to participate by providing a local match, which will be 20 percent. Available sources to fund this local match include Traffic Impact Fee funds, Air Quality Management District (AQMD) AB2766 funds, and Capital Improvement Funds. If the City is successful in capturing CTFP grant funding, the project will be implemented within a two-to-three-year period. This would allow for the City to adequately budget any required matching funds.

If the grant is awarded from OCTA, the City of Costa Mesa would receive a maximum reimbursement in the amount of approximately \$1,150,000 with a required local match of approximately \$290,000 for the traffic signal system related improvements. Subject to City Council approval, staff would either return to City Council for approval of a budget adjustment recognizing and appropriating the grant funding and required match to the appropriate project account or complete those steps through the annual budget development process.

LEGAL REVIEW:

The City Attorney’s Office has reviewed this staff report, prepared the proposed resolution and approved them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

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

CONCLUSION:

Staff recommends the City Council adopt the proposed Resolution No 2024-xx (Attachment 1), approving the submittal of a grant application for the Regional Traffic Signal Synchronization Program (Project P) under the Orange County Transportation Authority's (OCTA's) Comprehensive Transportation Funding Program (CTFP) for Fiscal Years 2025-2026 to 2027-2028.

ATTACHMENT 1

RESOLUTION NO. 2024-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING THE SUBMITTAL OF A FUNDING APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPETITIVE MEASURE M2 REGIONAL TRAFFIC SYNCHRONIZATION PROGRAM (RTSSP)

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

WHEREAS, the Measure M2 Regional Traffic Signal Synchronization Program targets over 2,000 signalized intersections across Orange County to maintain traffic signal synchronization, improve traffic flow, and reduce congestion across jurisdictions; and

WHEREAS, the City of Costa Mesa has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive revenues as part of Measure M2; and

WHEREAS, the CITY must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

WHEREAS, the CITY authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors, if necessary; and

WHEREAS, the City of Costa Mesa has currently adopted a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local agencies' efforts to synchronizing traffic signals across local agencies' boundaries; and

WHEREAS, the City of Costa Mesa will provide matching funds for each project as required by the Comprehensive Transportation Funding Programs Procedures Manual; and

WHEREAS, the City of Costa Mesa will not use Renewed Measure M funds to supplant Developer Fees or other commitments; and

WHEREAS, the City of Costa Mesa desires to implement multi-jurisdictional signal synchronization listed below.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City Council of the City of Costa Mesa hereby requests the Orange County Transportation Authority allocate funds in the amounts specified in the City's application to said City from the Regional Traffic Signal Synchronization Program. Said funds, if approved, shall be matched by funds from said City as required and shall be used as

ATTACHMENT 1

supplemental funding to aid the City in signal synchronization along the following street(s):

PROJECT	PROGRAM	FY
Bristol Street Traffic Signal Synchronization	RTSSP	25/26

PASSED AND ADOPTED this 19th day of November, 2024.

John Stephens, Mayor

ATTACHMENT 1

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 19th day of November, 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 19th day of November 2024.

BRENDA GREEN, CITY CLERK

(SEAL)



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-395

Meeting Date: 11/19/2024

TITLE:

SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ TRANSPORTATION
SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: RAMIN NIKOUI, SENIOR ENGINEER, (714) 754-5184

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Kimley-Horn and Associates, Inc. for professional engineering design services for the Signal Modernization for Systemic Safety Improvements project (Federal Project No. HSIPL-5312(107)) in the amount of \$300,729.75 (Attachment 1), in substantially the form as attached and in such final form as approved by the City Attorney.
2. Authorize a ten percent (10%) contingency in the amount of \$30,073 for any additional services that may be required by the project.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

BACKGROUND:

In 2022, the City of Costa Mesa completed a Local Road Safety Plan (LRSP), which identified a framework to identify, analyze and develop traffic safety enhancements on the City's roadway network. The LRSP identified systemic traffic signal-related infrastructure improvements that can be implemented throughout the City to enhance safety for all modes of travel. In late 2022, using data and recommendations from the LRSP, the City applied for grant funds for the 11th cycle of the Highway Safety Improvement Program (HSIP). In 2023, the City was awarded federal grant funds to design and implement systemic safety improvements to 129 of the City's 131 signalized intersections.

The Signal Modernization for Systemic Safety Improvements project (Project) will design and implement proven safety countermeasures for all users including implementing Leading Pedestrian Intervals (LPI) for up to 49 intersections, installing countdown pedestrian signal heads at 43 intersections, installing new yellow retroreflective border signal backplates at 129 signalized intersections to enhance signal visibility and compliance, upgrading all remaining 8" signal heads in

the City to standard 12" signal heads, installing battery backup systems at major intersections to keep signals and pedestrian crossings active during unexpected power outages, and installing emergency vehicle preemption devices at the remaining 30 intersections to complete the preemption network for the City's emergency services.

ANALYSIS:

On August 28, 2024, the City issued a Request for Proposals (RFP) for professional engineering design services for the Signal Modernization for Systemic Safety Improvements project (Federal Project No. HSIPL-5312(107)). Six (6) proposals were received to provide the professional engineering design services. Proposals were reviewed for compliance with the City's RFP, and consultants were evaluated based on project understanding, depth of experience, technical expertise, and associated evaluation criteria.

After a thorough evaluation of the proposals and consultant interviews with the highest ranked firms, staff finds Kimley-Horn and Associates, Inc. (Kimley-Horn) to be well qualified to perform the requested engineering design services for the Project. The proposal submitted by Kimley-Horn represents a thorough understanding of the Project, complies with City requirements, and documents Kimley-Horn's technical ability and experience with similar projects. The design fees proposed by Kimley-Horn were determined to be competitive and commensurate with the requested services.

ALTERNATIVES:

One alternative would be to not approve the PSA and conduct the project using in-house resources. However, the technical expertise and volume of the work associated with the project exceeds staff's available resources and time. This would result in delays in the completion of the design within the timelines indicated in the grant.

FISCAL REVIEW:

Funding for the proposed PSA with Kimley-Horn is available in the existing Capital Improvement Project (Fund 401) approved in the Fiscal Year 2024-25 budget.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

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

CONCLUSION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Kimley-Horn and Associates, Inc. for professional engineering design services for the Signal Modernization for Systemic Safety Improvements project (Federal Project No. HSIPL-5312(107)) in the amount of \$300,729.75 (Attachment 1), in substantially the form as attached and in such final form as approved by the City Attorney.
2. Authorize a ten percent (10%) contingency in the amount of \$30,073 for any additional services that may be required by the project.
3. Authorize the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH KIMLEY-HORN AND ASSOCIATES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of November, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and KIMLEY-HORN AND ASSOCIATES, a North Carolina corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to provide engineering design services for signal modernization for systemic safety improvements, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals No. 25-04, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

- (a) Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- (b) Contractor shall, if requested to so do by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- (c) If requested to do so by the City, Contractor shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- (d) Contractor shall recruit vigorously and encourage minority - and women-

owned businesses to bid its subcontracts.

- (e) Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- (f) The Contractor shall include the provisions set forth in subparagraphs (a) through (e) (above) in each of its subcontracts.
- (g) The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the State of California that the Consultant has, unless exempt, complied with the nondiscrimination requirements of Government Code § 12990 and 2 CCR § 8103.

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.9. Workplace Safety. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold City harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

- (a) Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Costa Mesa City Risk Manager's Office by telephone. Contractor shall promptly submit to City a written report, in such form as may be required by City of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed

description of the accident and whether any of City's equipment, tools, material, or staff were involved.

- (b) Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the City the opportunity to review and inspect such evidence, including the scene of the accident.

1.10. State Prevailing Wage Rates.

- (a) No Consultant or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code § 1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.
- (b) The Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer.
- (c) General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- (d) Payroll Records: 1) Each Consultant and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code § 1776 and as defined in 8 CCR § 16000 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 worker or other employees by the Consultant or Subconsultant; 2) The payroll records enumerated under paragraph 1) above shall be certified as correct by the Consultant under penalty of perjury. Each Consultant shall submit a certified copy of the records to the entity that requested the records within ten (10) calendar days after receipt of the written request.
- (e) When prevailing wage rates apply, the Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City's Contract Administrator.
- (f) Penalty. The Consultant and any of its Subconsultants shall comply with Labor Code § 1774 and § 1775. Pursuant to § 1775, the Consultant and any Subconsultants shall forfeit to the City a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public

work done under the Agreement by Consultant or by its Subconsultants in violation of the requirements of the Labor Code and in particular, Labor Code §§ 1770 to 1780, inclusive.

- (g) Pursuant to Labor Code § 1775, the City shall notify the Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

2.0. COMPENSATION AND BILLING

2.1. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “C,” (Consultant’s Cost Proposal) attached hereto and made a part of this Agreement. Consultant’s total compensation, based upon lump sum, shall not exceed Three Hundred Thousand Seven Hundred Twenty-Nine Dollars and Seventy-Five Cents (\$300,729.75).

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. Prompt Payment of Withheld Funds to Subconsultants. The City may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to Consultant based on these acceptances. The City shall designate that no retainage will be held by the City from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the City’s prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

2.5. Records and Audits. Records of Consultant’s services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement and completion of work shall be no later than November 18, 2027. 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. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a “Force Majeure Event”). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of thirty-six (36) months, ending on November 18, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by one (1) one (1) year period upon mutual written agreement of both parties.

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

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

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

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the

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

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

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

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

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

6.4. Debarment and Suspension Certification: Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000.

- (a) By signing this agreement and Exhibit “K,” Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- (b) By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

6.5. Additional Contract Provisions – Federal. Contractor shall comply with all of the terms and conditions of Exhibit “F,” Article XXXII Title VI Assurances, Appendix A, which is attached hereto and incorporated herein by this reference as though set forth in full. Contractor shall execute and be bound by the provisions of Exhibit “G,” Article XXXII Title VI Assurances, Appendix B; Exhibit “H,” Article XXXII Title VI Assurances, Appendix C, Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program; Exhibit “I,” Article

XXXII Title VI Assurances, Appendix D, Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility, or Program; Exhibit "J," Article XXXII Title VI Assurances, Appendix E; Exhibit "K," Debarment and Suspension Certification; Exhibit "L," Additional Contract Provisions – Federal Provision; Exhibit "M," Disadvantaged Business Enterprises (DBE) Participation; Exhibit "N," Certification for Contracts, Grants, Loans, and Cooperative Agreements – Certification Regarding Lobbying (Appendix A, 44 C.F.R. Part 18); Exhibit "O," The Iran Contracting Act (ICA) of 2010; Exhibit "P," Consultant Contract DBE Commitment; Exhibit "Q," Prohibition on Expending Local Agency, State, or Federal Funds for Lobbying ; Exhibit "R," Cost Principles and Administrative Requirements; Exhibit "S," Retention of Records/Audits; Exhibit "T," Audit Review Procedures; and Exhibit "U," Subcontracting.

6.6. Notices. Any notices, documents, correspondence or other communications regarding interpretation of the terms of this Agreement, changes thereto, 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:

Kimley-Horn & Associates
1100 West Town & Country Road
Suite 700
Orange, CA 92868

Tel: (714) 939-1030
Attn: Jean Fares, P.E.

IF TO CITY:

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

Tel: (714) 754-5184
Attn: Ramin Nikoui

Courtesy copy to:

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

6.7. 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 "E" 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.

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

6.9. Governing Law. This Agreement shall be governed by and construed under the

laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

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

6.11. 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.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000, *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Rebates, Kickbacks or Other Unlawful Consideration. The Consultant warrants this this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to terminate this Agreement without liability, to

pay only for the value of the work actually performed, or to deduct from this Agreement prices or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

6.18. Prohibition of Expending City, State, or Federal Funds for Lobbying.

- (a) The Consultant certifies, to the best of his or her knowledge and belief, that
1) No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress, in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite form making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- (d) The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

6.19. 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.

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

6.21. 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.

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

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

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

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

6.26. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.28. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

constitute one agreement.

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

[Signatures appear on following page.]

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

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Ramin Nikoui
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



CITY OF COSTA MESA

P.O. BOX 12000 77 FAIR DRIVE CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC WORKS/ TRANSPORTATION SERVICES DIVISION

DATE: SEPTEMBER 11, 2024

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 – REQUEST FOR PROPOSALS FOR SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS (FEDERAL PROJECT NO. HSIPL-5312(107))

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 Ramin.Nikoui@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.

CLARIFICATIONS TO REQUEST FOR PROPOSALS:

The following questions were received through Planetbids prior to the deadline for written questions including subsequent answers and clarifications. Please note that all duplicate questions have been omitted.

1. Can we include multiple intersections on one sheet.
A. Yes, multiple intersections can be used on one sheet.
2. We recently won the Staff Augmentation Contract, would Iteris be eligible to submit the 2nd proposal (Signal Modernization RFP) without causing any conflict case?
A. Yes, any consulting firms that have on-call contracts with the City can still propose on City projects. If one of the City's on-call consultants is awarded the project, none of the on-call staff will be able to work on any aspect of the project to avoid conflicts of interest.
3. The Proposal Format Guidelines state that proposals "should contain no more than 12 typed pages". We request that the page limit be increased to 30 or 40 pages in order to effectively address the scope and other requirements listed in the RFP.

- A. *City staff has determined that the 12-page limit called out in the RFP is adequate for this type of project. Please note that resumes of key staff, federal forms, financial docs, pricing forms, and City required forms are not counted against the 12-page limit.*
4. Could the PDF HSIP (non-scanned & clickable) application be provided? At a minimum, could the HSIP Analyzer / Detailed Engineer's Estimate be provided? Will any as-builts / CAD files be provided?
- A. *The HSIP grant application will be provided to the selected consultant upon award. The City does not have as-builts or CAD files.*
5. What is the City's design budget for this project? What is the City's anticipated design schedule for this project? Are there any HSIP funding deadlines the consultant will be required to meet? Can the City provide the itemized construction cost estimate from the HSIP grant application?
- A. *The City has a design budget of \$300k for the project. Per the RFP, the City is anticipating 120 calendar days to complete the project. The HSIP grant application will be provided to the selected consultant upon award.*
6. Under Qualifications & Experience of the Firm; Item 8 states "Provide a sample of each background investigation for each contract". – What does this mean
- A. *Per the City's Finance Department, "If there was an issue between the Consultant and whomever they had a contract with, then [...] the city would like to know the background/history of the issues"*
7. In Qualifications & Experience of the Firm it states, "Provide a sample of each background investigation for each contract". If this is for sample plans please confirm this can be placed in the Appendix due to the page count.
- A. *If applicable, please include in the Appendix.*
8. Do we need to include a 10-H Form?
- A. *The 10-H form has been removed from Caltrans Local Assistance Manual and renamed as the sample cost proposal. Please refer to the RFP for specific instructions regarding preparation and submission of the cost proposal.*
9. Does a Cover Page count towards the 12-page count?
- A. *Yes, the cover page is included in the page count.*

10. Has any technical reports have been prepared for the proposed project, and if so, can those technical reports be provided with the RFP?

A. Staff does not understand what is meant by technical report. If this is referring to the application, please note that the HSIP application will be provided to the selected consultant upon award.

11. In 3. Proposer's Minimum Requirements it states, "d. 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". Does a home office satisfy the requirements outlined under item D above?

A. The office must be an official local office of the consulting firm and would need to be listed on the consultant's website as a satellite office to be eligible.

12. In Financial Capacity: it states, "The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities". This information is confidential. Please confirm it will be separate confidential upload or that it can be placed with the Cost information?

A. This information is required by the City's Finance Department. If possible, please include this information with the main proposal as a separate file when uploading to Planetbids. It should not be submitted with the cost proposal. After the highest ranked consultant is determined and awarded, consultant firms may reach out and request this information to be deleted.

13. Qualifications & Experience of the Firm: #2, 3, and 4 are asking for information that is also requested in Key Personnel. In which section should this information be placed?

A. Aligned with the evaluation criteria in the RFP, information regarding staffing should be placed in key personnel section and the qualifications & experience section should focus on the consulting firm.

14. Can the text for Disclosure and Sample Professional Service Agreement be included in the letter instead of a section in the Proposal?

A. No, please include as part of the proposal.

15. In 18. Federal-Aid Provisions you are requesting a Exhibit 10-O2 Consultant Contract DBE Commitment. Please confirm that this will be placed in the cost file?

A. The highest ranked consultant will submit the Exhibit 10-O2 form to the City after notice of intent to award but prior to the actual award so that it can be

included in the Contract. The Exhibit 10-O1 form should be included in the proposal (not the cost proposal)

16. In the RFP it states, "18. Federal-Aid Provisions: Exhibit 10-O2 Consultant Contract DBE Commitment – prior to execution of contract". Do you want this form now or at the time of award?

A. Please see answer to question 15.

17. Should "Exhibit 10-01 Consultant Proposal DBE Commitment" be included in appendix with other forms (RFP Appendix C)?

A. Please include this form within the Appendices of your proposal.

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 Ramin.Nikoui@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 Ramin.Nikoui@costamesaca.gov.

Sincerely,



Ramin Nikoui, PE, TE, PTOE
Senior Engineer



REQUEST FOR PROPOSAL

FOR

**SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS
(FEDERAL PROJECT NO. HSIPL-5312(107))**

RFP NO. 25-04



PUBLIC WORKS

CITY OF COSTA MESA

Released on

August 28, 2024

**REQUEST FOR PROPOSAL
FOR
SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS
(FEDERAL PROJECT NO. HSIPL-5312(107))**

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants to provide professional engineering design services for the development and construction bid documents of the City’s federally-funded Signal Modernization for Systemic Safety Improvements (Federal Project No. HSIPL-5312(107)). 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 four (4) months; however the term is expected to be for 3 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 with an annual General Fund budget of over \$189.9 million and a total budget of \$240.10 million for fiscal year 2024-2025.

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 the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference 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 Public Works 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.

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:

Release of RFP	August 28, 2024
Deadline for Written Questions	September 10, 2023 at 11:00 a.m.
Responses to Questions Posted	September 12, 2024
Proposals are Due	September 19, 2024 at 2:00 p.m.
Approval of Contract	TBD

**All dates are subject to change at the discretion of the City.

3. **Proposer’s Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in **Appendix A– Scope of Work**, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- a. The consultant must provide five references for municipal projects of similar size and scope that have been completed within the last five years in California.
- b. Projects considered similar in scope include traffic signal design projects with construction bid documents for other municipalities and agencies.
- c. The proposer shall have five (5) years of current experience in providing traffic signal modification design services for cities and other government agencies.
- d. 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.
- e. 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.

- f. The proposer shall have experience managing federally funded projects administered by Caltrans. The proposer shall have experience working with the Local Assistance Procedures Manual (LAPM) and all the required federal procedures and forms.

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 12 typed pages using a 12-point font size, including cover letter, Index/Table of Contents, tables, charts, and graphic exhibits, but excluding resumes of key people and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer’s response:

- **Cover Letter:** A cover letter, not to exceed two pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Project Approach and Methodology:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. Describes familiarity of project and demonstrates understanding of work and project objectives moving forward.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Identifies the project’s potential issues and response to them.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are

similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to provide design services.
 2. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 3. Overall organization of the team is relevant to City of Costa Mesa needs.
 4. Team is managed by an individual with appropriate experience in similar project. This person's time is appropriately committed to this project.
 5. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 6. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
 7. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
 8. Provide a list of current and previous contracts similar to the requirements for this project in Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
 9. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, is requesting copies of audited financials from the past three years to allow an evaluation of firm's financial capabilities.

Per federal requirements, a contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31, as noted in LAPM Ch. 10, at <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>.

- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.

- Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
- Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience. Describe for each such person, the relevant role and functions for each project.
- **Cost Proposal:** Provide a cost proposal for the project. Please provide a cover letter stating the not-to-exceed total fee for the project. The method of payment for this project shall be **lump sum**. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Proposals shall be valid for a minimum of 180 days following submission.

The following applies to all consultant **AND** subconsultants:

- The cost proposal must be in the same or similar format as the sample cost proposal form provided in the Local Assistance Procedures Manual (LAPM) and must also be provided by all subconsultants as supplement to the prime consultant's cost proposal package. The sample cost proposal can be accessed online at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/ae/files/sample-cost-proposal-1-for-contracts-with-cost-plus-fixed-fee-or-lump-sum.pdf>. The proposal must identify the specific assigned personnel, their direct labor rates and their number of hours. All indirect cost rates must be developed in compliance with Federal cost principles 48 CFR 31 and shall be fixed for the duration of the contract.
 - To help alleviate and remove potential barriers with developing Indirect Cost Rates for federal projects, the Division of Local Assistance (DLA) has adopted Caltrans Division of Procurement and Contract's (DPAC) Safe Harbor Rate (SHR) process and rates. The SHR information and rates can be found at the DLA Consultant Selection and Procurement website: <https://dot.ca.gov/programs/local-assistance/guidance-and-oversight/consultant-selectionprocurement>.
 - Use of the SHR is voluntary on behalf of the A&E consulting firm. The City has the discretion to determine certification of eligibility based on requirements shown on the SHR certification form which can be accessed online at: <https://dot.ca.gov/-/media/dot-media/programs/procurement-contracts/documents/ca-safe-harbor-rate-form.pdf>
 - If the A&E consulting firm would like to use their own indirect cost rates, please attach the Certification of Indirect Costs and Financial Management System. This form can be accessed online at: https://ig.dot.ca.gov/-/media/ig-media/documents/fdr/ig_certification_indirect_costs_financial_management_system_v2.pdf
- Proposers are to also provide a separate table breakdown of the lump sum proposal based on milestones/deliverables. The contract will be paid based upon percentage of

work complete of the defined milestones. If work tasks or deliverables are proposed that are not specifically listed in the City's Scope of Work, please identify those costs as separate and optional. Please make sure that the costs match with the aforementioned sample cost proposal.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**. Because this project is federally funded, the Agreement will be modified to include federal requirements including language provided in the LAPM Exhibit 10-R form. The Exhibit 10-R form can be accessed online at: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/c10/10r.pdf>.

The City will prepare the Agreement when a consultant is selected to perform the work. If a Proposer has any exceptions or conditions to the example Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Cost proposal shall be submitted in a **separate** file. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Proposals shall be valid for a minimum of 180 days following submission.

- **Forms to Accompany Proposal:** **Appendix C** forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on September 19, 2024**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer to see that the proposal is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **September 10, 2024 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 the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed 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 Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: In accordance with federal requirements, the responsive responsible proposer shall be determined based on evaluation of qualitative factors. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. **Project Approach & Methodology ----- 30%**
2. **Qualifications & Experience of Firm ----- 20%**
3. **Experience and Record of Success on Similar Projects ---- 20%**
4. **Key Personnel ---- 20%**
5. **Familiarity with Federal Procedures ---- 10%**

4. Evaluation of Proposals and Selection Process: The professional services contract will not be awarded based on competitive bidding. The City's evaluation and selection process will be conducted in accordance with The Brooks Act (40 USC, Section 1104) and Caltrans LPM, Chapter 10. The consultant shall be selected based on fair and open competitive negotiations, demonstrated competence, and professional qualifications, at a fair and reasonable price. All proposals will be evaluated by a committee assembled by the City of Costa Mesa. Proposals will first be screened to ensure responsiveness to the RFP. An incomplete proposal, a Proposal that does not include all the documents required to be submitted by this RFP will be deemed nonresponsive and rejected. 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. The Committee will then rank the proposals. The committee will evaluate each proposal that meets the qualification requirements set forth in this RFP. The Committee may also contact the Proposer's references.

- A. **Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach or qualifications are not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the highest ranked consultant or proceed to interview the highest ranked consultants.

C. Interviews, 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 1st** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 or virtually at the discretion of the City. The dates are subject to change. The individual(s) from 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. Once the highest ranked consultant is identified, the City will open the Cost Proposal and enter negotiations.

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: The consultant shall follow the protest procedures and dispute resolution process per the Code of Federal Regulations 2 CFR Part 200.318(k) and 2CFR 172.5(c)(18).

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.

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 C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its sub-consultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance and Quality Control (QA/QC) services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task Order involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the City of Costa Mesa on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

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 C**.

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 B** to this RFP, which will be modified by the City to include federal requirements.

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 C**.

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

15. Schedule: Due to federal funding deadlines, the City needs to expedite this project and anticipates a schedule of 120 calendar days to complete the scope of work in **Appendix A**.

16. Disadvantaged Business Enterprise (DBE) Requirements: Since the Project is federally-funded, Disadvantaged Business Enterprise (DBE) requirements are federally mandated. The City of Costa Mesa has established a **DBE goal for this Contract of 20%**. Consultants must satisfy DBE requirements in conformance with the California Department of Transportation (Caltrans) Local Assistance Procedures Manual (LAPM) Chapter 9. The Notice to Proposers DBE Information LAPM Exhibit 10-I is included for reference in **Appendix D**.

17. Title VI Assurances: Title VI Assurances Appendices A and E will be included in each consultant contract. Title VI Assurances Appendices B, C, and D will be included, if applicable. The consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract and include Title VI Assurances Appendices B, C, and D if applicable. Refer to LAPM Exhibit 10-R: A&E Boilerplate Agreement Language, Article XXXII Title VI Assurances. Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

18. Federal-Aid Provisions: the consultant's services for the Project are federally funded, which necessitates compliance with additional requirements. **The consultant shall complete and submit the following forms/exhibits from the Local Assistance Procedures Manual (LAPM) with the proposal to be considered responsive.** These forms and instructions can be found online at:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

- Exhibit 10-O1 Consultant Proposal DBE Commitment - The City's current DBE goal for this contract is **20%**.
- Exhibit 10-O2 Consultant Contract DBE Commitment – prior to execution of contract
- Exhibit 10-Q Disclosure of Lobbying Activities
- Exhibit 15-H Proposer/Contractor Good Faith Efforts (if applicable) – Required only if the DBE goal is not achieved to show that the proposer made a good faith effort.

Upon award and through completion of the project, the successful proposing consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Exhibit 9-P Prompt Payment Certification – the consultant is required to submit this form to the City by the 15th of the month following the month of any payment(s) to a subconsultant, whether DBE or not. If the prime consultant does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.
- Exhibit 10-G Individual A&E Task Order DBE Tracking Sheet
- Any other relevant forms required during the project as determined by the Caltrans LAPM.

Upon completion of the contract, the selected consultant shall complete and submit the following forms:

- Exhibit 9-P Prompt Payment Certification – final version
- Exhibit 17-F Final Report – Utilization of DBE
- Exhibit 17-O DBE Certification Status Change
- Any other relevant forms required for project completion/close-out.

The consultant shall demonstrate familiarity and have experience with providing services for federally funded projects, and a clear understanding of the requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual, which can be accessed on: <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>.

APPENDIX A

SCOPE OF SERVICES FOR SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS (FEDERAL PROJECT NO. HSIPL-5312(107))

Introduction: The Public Works Department of the City of Costa Mesa (City) is requesting proposals for professional engineering services for the design of the City's Signal Modernization for Systemic Safety Improvements project (Federal Project No. HSIPL-5312(107)).

SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS FEDERAL PROJECT NO. HSIPL-5312(107)

BACKGROUND

In 2022, the City of Costa Mesa completed a Local Road Safety Plan (LRSP) which identified a framework to identify, analyze and develop traffic safety enhancements on the City's roadway network. The LRSP was developed in response to local issues and needs. The LRSP identified systemic infrastructure improvements that can be implemented throughout the City to enhance safety for all modes of travel. In late 2022, using data and recommendations from the LRSP, the City applied for grant funds for the 11th cycle of the Highway Safety Improvement Program (HSIP). In 2023, the City was awarded federal grant funds to design and implement systemic safety improvements to 129 of the City's 131 signalized intersections, shown in **Exhibit A**.

The Signal Modernization for Systemic Safety Improvements project (Project) will design and implement proven safety countermeasures for all users including implementing Leading Pedestrian Intervals at 49 intersections, installing countdown pedestrian signal heads at 43 intersections, installing new retroreflective border signal backplates at 129 signalized intersections to enhance visibility and compliance, upgrading all remaining 8" signal heads in the City to 12" signal heads, installing battery backup systems at major intersections to keep signals and pedestrian crossings active during unexpected power outages, and installing emergency vehicle preemption devices at 30 intersections to complete the preemption network for the City's emergency services. Maps and a location list showing the various improvements at each intersection can be found in **Exhibit B**.

The following description of work defines the general project requirements. Associated tasks and provisions necessary for a complete project, but not specifically defined herein are requested to be addressed in the proposal and undertaken within the proposed "Not to Exceed" contract fee.

The scope of services generally consists of the following:

- **Phase 1:** Detailed Citywide Traffic Signal Inventory
- **Phase 2:** Preliminary Design
- **Phase 3:** Environmental Approval

- **Phase 4:** Final design plans, specifications, and estimates (PS&E)

Final PS&E shall be developed as a turnkey project for advertisement and construction. The project shall not be advanced until preliminary requirements are addressed and clear direction is established. The consultant shall have total responsibility for the accuracy and completeness of all work and services.

PHASE I – Detailed Citywide Signal Inventory

The project area is defined as 129 of the City's 131 signalized intersections in the City. This phase generally consists of the following tasks:

1. Meet with City staff to define and clarify the work plan and project elements. The City will provide the consultant with the grant application with the approved list of locations and the improvements for each location.
2. Conduct a detailed signal inventory at 129 of the City's 131 signalized intersections. The consultant will conduct a thorough in-person field review of existing conditions at each signalized intersection which includes but is not limited to the inventory of the number of pedestrian signal heads without countdown capabilities and where they are located, the number of 8" signal heads at the intersection and what poles they are located on, the brand/manufacturer of each traffic signal head, the type of each signal head (3-section, 4-section, etc.) and the condition of each signal head and whether or not it needs maintenance (needs to be repaired, replaced or repainted). The consultant shall also check the conduit fill at the locations where there is proposed Emergency Vehicle Preemption (EVP) systems to make sure that the existing underground traffic signal conduits have adequate space for the additional EVP cable. Photos should be taken of every approach to an intersection that shows all signal heads in a given direction for reference. Photos of the inside and outside of the signal cabinets should also be taken.
3. Compile the field review notes and data obtained from the signal inventory into a detailed table. Meet with City staff to discuss preliminary design approach.

PHASE II – Preliminary Design

This Preliminary Design phase consists of the preparation of a detailed table of all proposed improvements consistent with the City's grant application and the consultant's signal inventory. The Preliminary Design phase shall include typical drawings and typical details for the installation of the various improvements and intersection-level drawings if necessary. The preliminary design shall conform to the latest editions of the California Manual on Uniform Traffic Control Devices (CA MUTCD), state and federal standards, and City of Costa Mesa standards.

PHASE III – Environmental Approval

This phase includes the necessary environmental analysis to assess the design improvements and prepare environmental analysis documents to satisfy CEQA/NEPA requirements for a federally funded construction project administered by Caltrans.

The consultant shall prepare a Preliminary Environmental Study (PES) document, suitable for a federally funded construction project, analyzing and describing any environmental impacts and mitigations for the Project. The consultant shall meet California Environmental Quality Act

(CEQA) and National Environmental Policy Act (NEPA) requirements and follow all procedures per the Caltrans LAPM Chapter 6 and Chapter 7. All associated work required to receive state and federal environmental compliance shall be included within the subject scope of services, and other environmental studies as required, in addition to copying, distribution/mailing of notices, and providing all materials and services as necessary. The consultant shall submit copies of the environmental document, associated technical reports, and other materials for City and Caltrans review, and address all elements to achieve state and federal environmental clearance. The City believes this project meets the criteria for a categorical exemption and categorical exclusion.

PHASE IV – Final Design Plans, Specifications & Estimates (PS&E)

****For federally funded projects, final design shall not begin until environmental approval has been received and verified.****

This phase consists of the preparation of final design plans, specifications and estimates (PS&E). PS&E and utility coordination shall conform to the latest editions (including errata) of: California Manual of Uniform Traffic Control Devices (CA MUTCD), state and federal standards, and City of Costa Mesa standards. Plans shall be 1" = 20' or 1" = 40' scale horizontally, depending on the type of the plan, on standard 24" x 36" sheets. The latest version of AutoCAD shall be utilized. Plans are to be fully detailed to advertise and construct the project, including, but not limited to:

- Detailed Traffic Signal Inventory Table of Proposed Improvements
- Typical Drawings and Details
- Intersection-level drawings (if necessary)
- Contract documents including Specifications
- Special and technical provisions
- Cost Estimates
- Processing and approvals

Plans, specifications, and estimates shall be submitted at 60%, 90%, and 100% milestones. All PS&E submittals shall be submitted electronically (.docx, .xlsx, .pdf, .dwg etc.). The City will provide comments at each milestone for consultant revision of the PS&E. The plans will be prepared such that a Contractor can identify what needs to be installed at each subject intersection using the proposed table of improvements and any details, photos or intersection level drawings.

1. Utilities (if necessary) - Perform all necessary research to establish precise location of all utilities and utility easements. Coordinate with all utility companies and underground service alert (USA) to determine the nature and location of all possible relocations and associated costs. Comply with the City adopted "Utility Coordination Procedures" attached. Determine where interfaces with existing facilities will occur as a result of the construction of this project. Consult with affected utility companies requiring relocations, and resolve any conflicts, keeping City staff informed in writing, including the possibility of undergrounding utilities presently on poles along the project area. Compile information in "Utility File" and submit to City. Utility research would only be necessary for intersections that need new conduit installed.

2. Complete project contract documents and special provisions in a format consistent with current City projects and guidelines. A sample of the construction contract agreement will be furnished to the Consultant by the City.
3. For construction budgeting purposes, submit to the City preliminary construction estimates with PS&E submittals at 60% and 90% completion, and any significant updates of the estimates as design work progresses. Prepare the final (100%) detailed construction quantity and cost estimate. 100% Plans and specifications shall be signed and stamped by the Consultant.
4. Prepare and submit a Resident Engineer's file containing, at a minimum, final construction quantities and cost estimates with background calculation work sheets; survey data; Utility File; Right-of-Way File, CAD files, and all relative project information.
5. The selected Consultant shall include items not specified as necessary to achieve completion and approval of the final design plans, specifications and estimates.
6. The consultant shall efficiently address all project components as required to obtain State and Federal right-of-way certification and E-76 Construction Authorization. The consultant will be responsible for preparing all required Federal forms/submittals including calculation of the DBE goal for construction, PS&E Certification, addressing all requirements to obtain Right-of-Way Certification, preparation of the Request for Authorization to Proceed with Construction to Caltrans Local Programs.

QUALITY ASSURANCE/QUALITY CONTROL - Quality Control shall be consistently and thoroughly applied throughout project development. Assigned QA/QC staff shall be technically well qualified to conduct the appropriate level of oversight, and demonstrate a concerted and sustained commitment to provide a high quality product. Concise written records shall be maintained by the Consultant on all activities. Firms considering proposal submittals are requested to have an in-house technical level of expertise to professionally address all aspects of the project.

The City highly emphasizes the importance of QA/QC on all its project. The consultant shall thoroughly QA/QC PS&E submittals to ensure minimal errors and omissions and that all standards (e.g. CA MUTCD, Federal, State and City Standards, etc.) are met and followed. Submittals found to not have properly undergone QA/QC will not be reviewed by staff and will be sent back to the consultant to undergo QA/QC.

Project Design meetings shall be held twice a month. The consultant shall be responsible for preparing meeting agendas, minutes, and presentation materials. A Critical Path Method (CPM) network, based on activities to support all project milestones and subtasks shall be prepared. The information will be in the form of a bar chart and show a deliverables schedule and other relevant data needed for the control of work, for City review of the work status and accomplishments occurring each month. The schedule will be regularly updated and provided to the Project Manager prior to the project design meeting each month.

Attachments:

1. Exhibit A – HSIP Cycle 12 Location Map
2. Exhibit B – HSIP Cycle 12 Application Maps and Location List

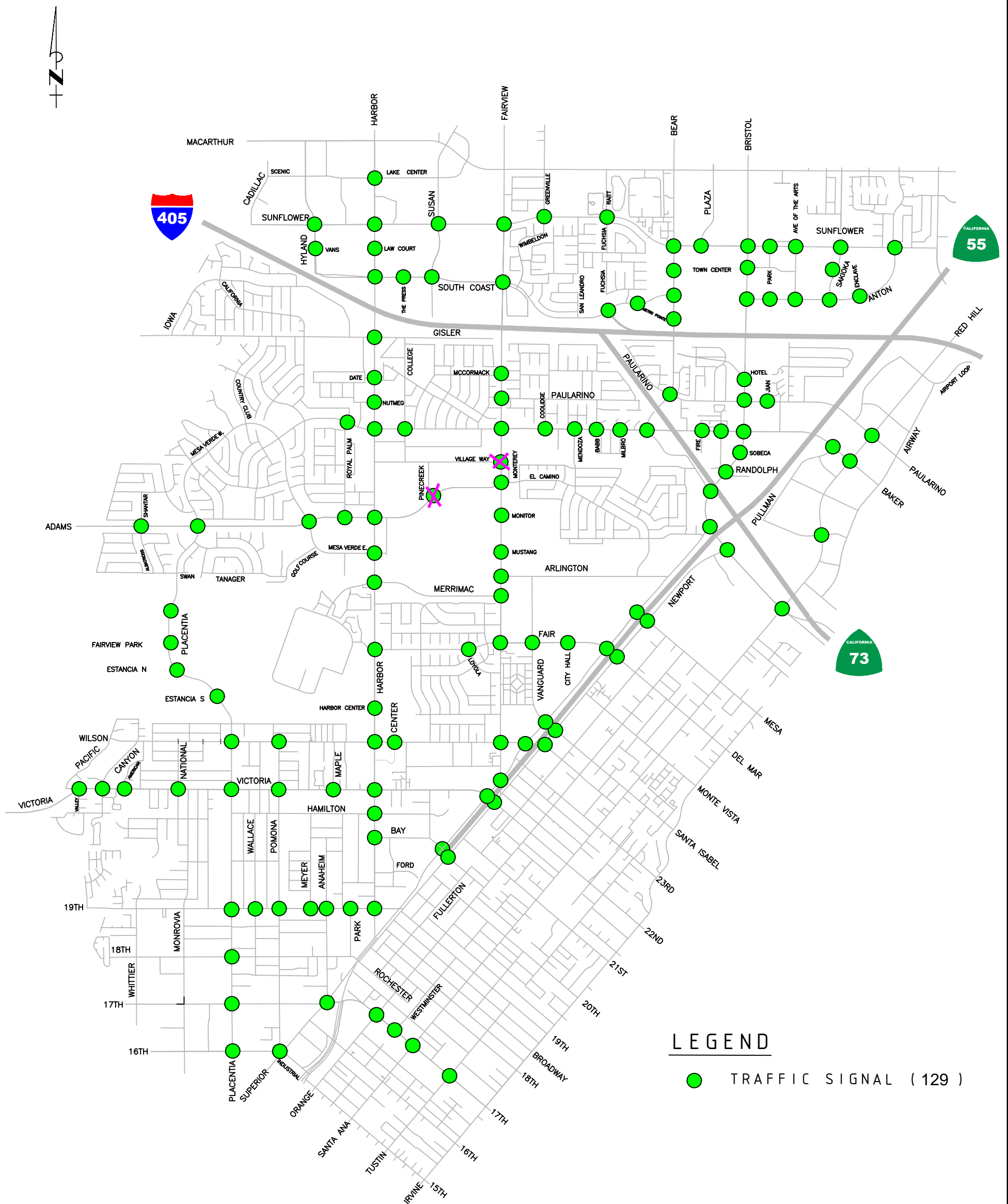
APPENDIX A

Exhibit A

HSIP Cycle 12 Location Map

HSIP Cycle 11

Project Locations



APPENDIX A

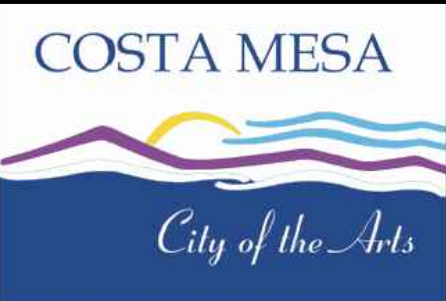
Exhibit B

HSIP Cycle 12 Application Maps and Location List

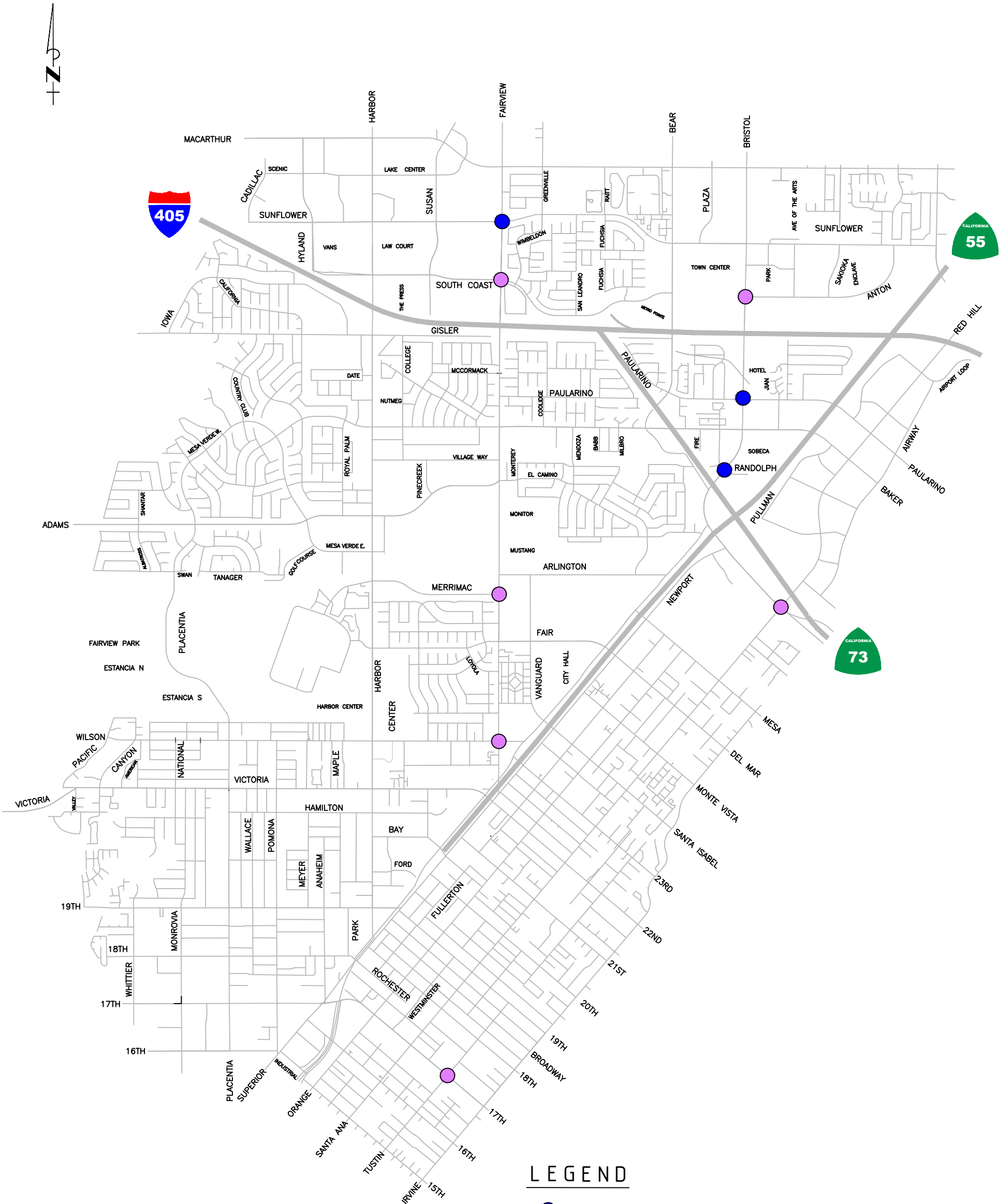
HSIP Cycle 11



*All improvements will be implemented in City R/W



HSIP Cycle 11
Location 1 Signals: Retroreflective Border
Backplates & 12" Signal Head Upgrade (S02),
Leading Pedestrian Interval (S21PB), and
Countdown Pedestrian Signals (S17PB)



LEGEND

- INSTALL RETROREFLECTIVE BORDER BACKPLATES (S02), INSTALL COUNTDOWN PEDESTRIAN SIGNAL HEADS (S17PB), AND IMPLEMENT LEADING PEDESTRIAN INTERVAL (S21PB) (3)
- INSTALL RETROREFLECTIVE BORDER BACKPLATES, UPGRADE 8" SIGNAL HEADS TO 12" SIGNAL HEADS (S02), INSTALL COUNTDOWN PEDESTRIAN SIGNAL HEADS (S17PB), AND IMPLEMENT LEADING PEDESTRIAN INTERVAL (S21PB) (6)

*ALL IMPROVEMENTS WILL BE IMPLEMENTED IN CITY R/W

Location 1 Example Intersection Plan (Bristol Street & Randolph Avenue)



1

Install retroreflective border backplates on all existing signal heads (S02).

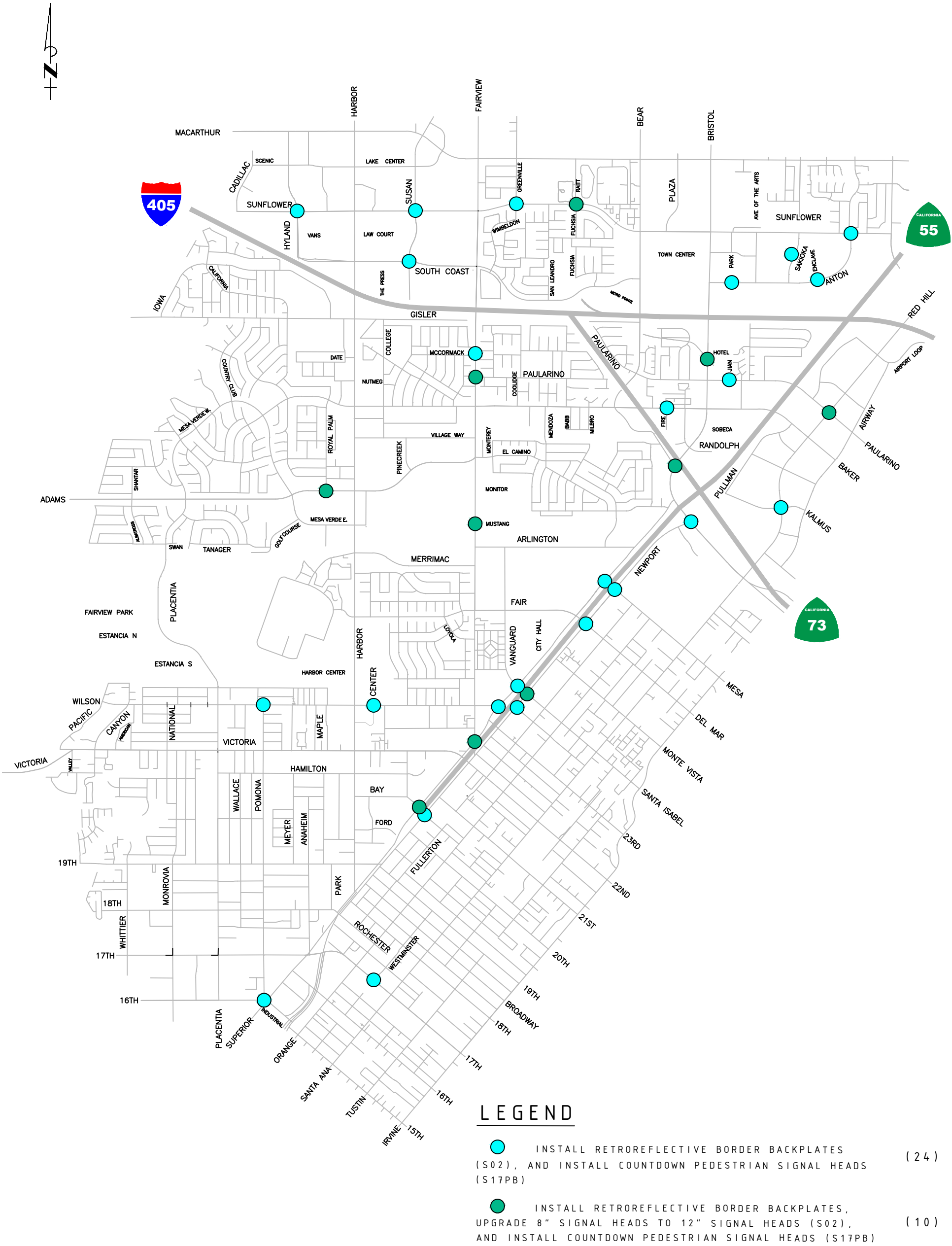
2

Install countdown pedestrian signal heads (S17PB) and implement a leading pedestrian interval (S21PB).



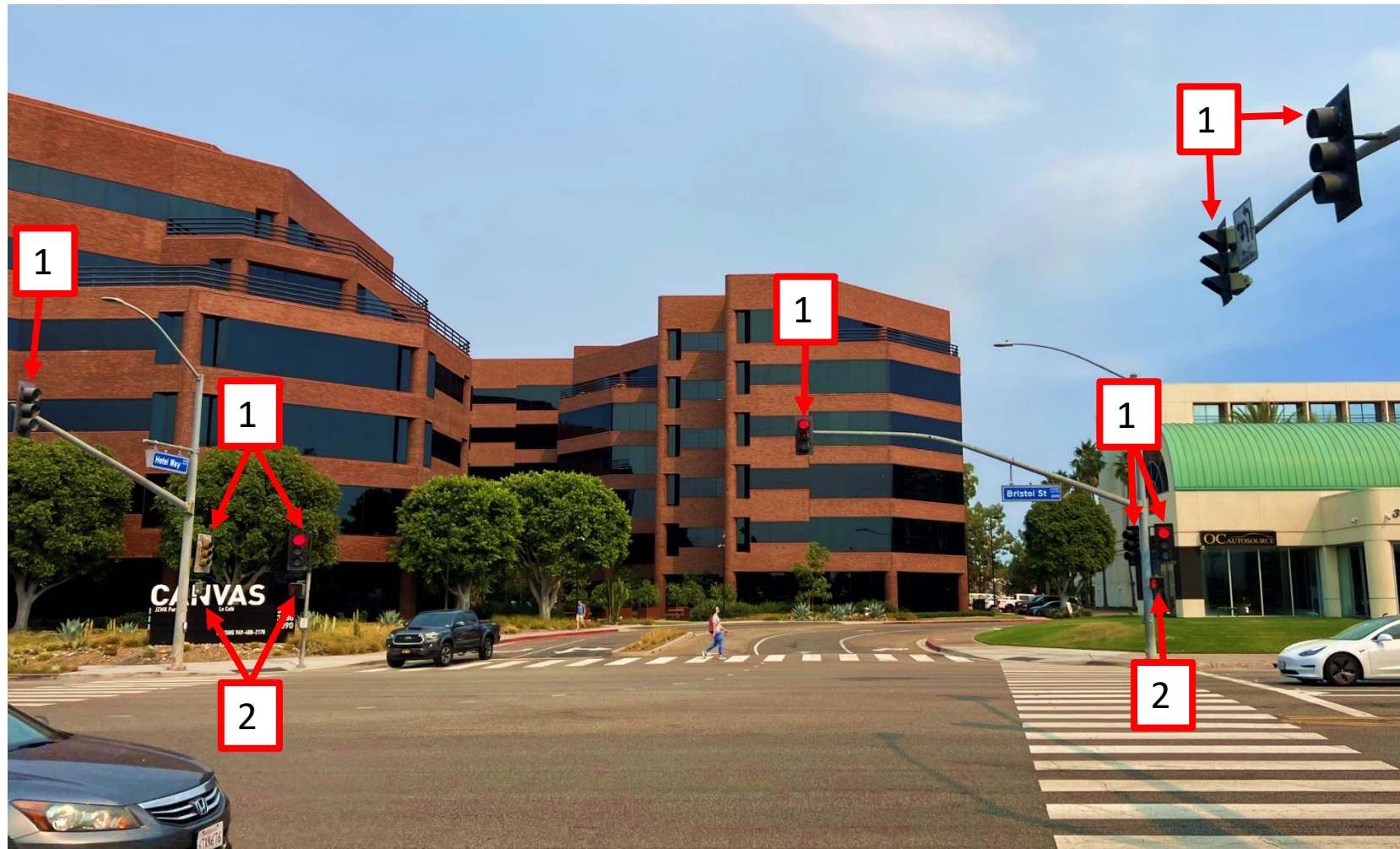
HSIP Cycle 11

Location 2 Signals: Retroreflective
Border Backplates & 12" Signal Head
Upgrade (S02) and Countdown
Pedestrian Signals (S17PB)



*ALL IMPROVEMENTS WILL BE IMPLEMENTED IN CITY R/W

Location 2 Example Intersection Plan (Bristol Street & Hotel Way)



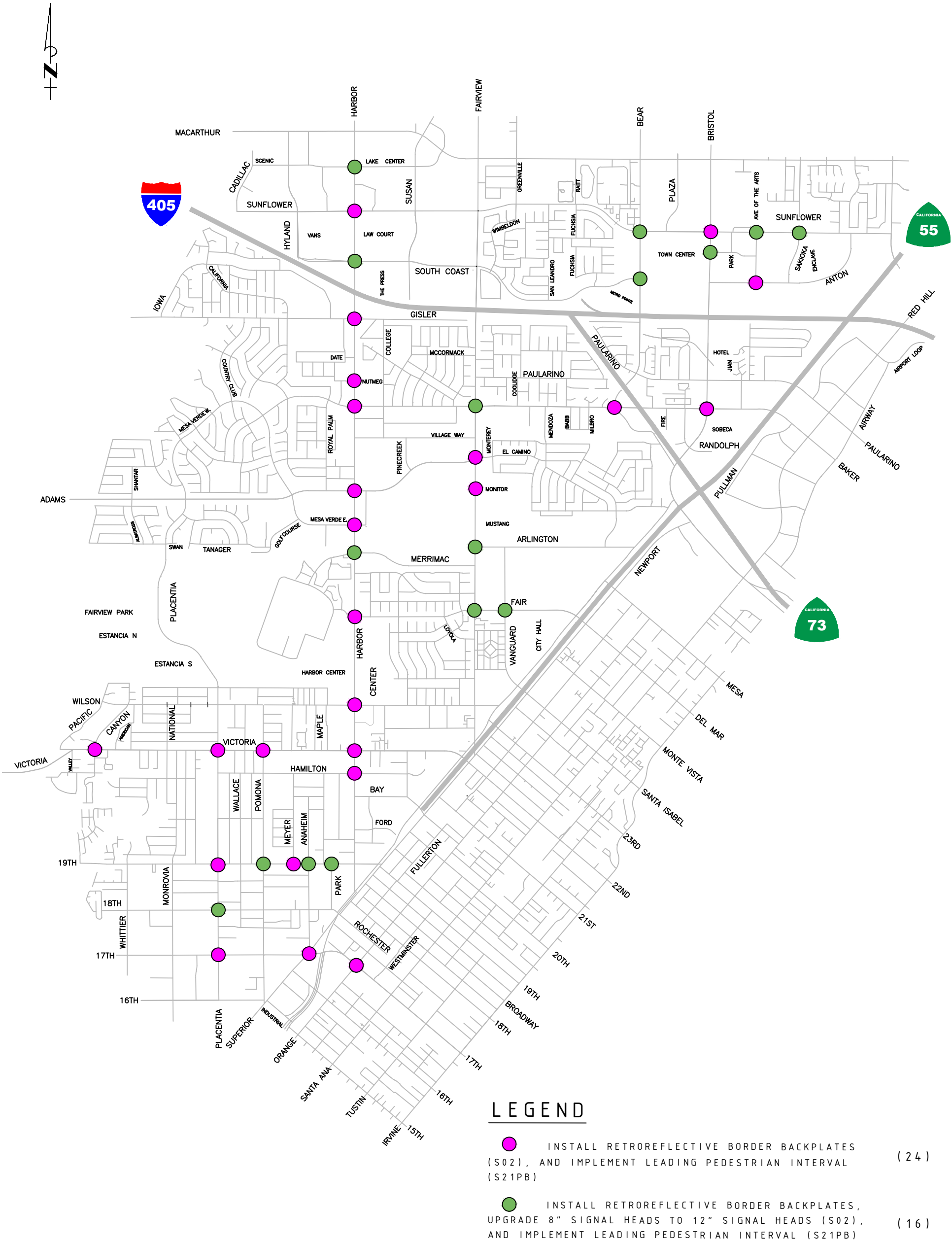
- 1 Install retroreflective border backplates on all existing signal heads (S02).

- 2 Install countdown pedestrian signal heads (S17PB).



HSIP Cycle 11

Location 3 Signals: Retroreflective Border Backplates & 12" Signal Head Upgrade (S02) and Leading Pedestrian Interval (S21PB)



*ALL IMPROVEMENTS WILL BE IMPLEMENTED IN CITY R/W

Location 3 Example Intersection Plan (Bristol Street & Baker Street)



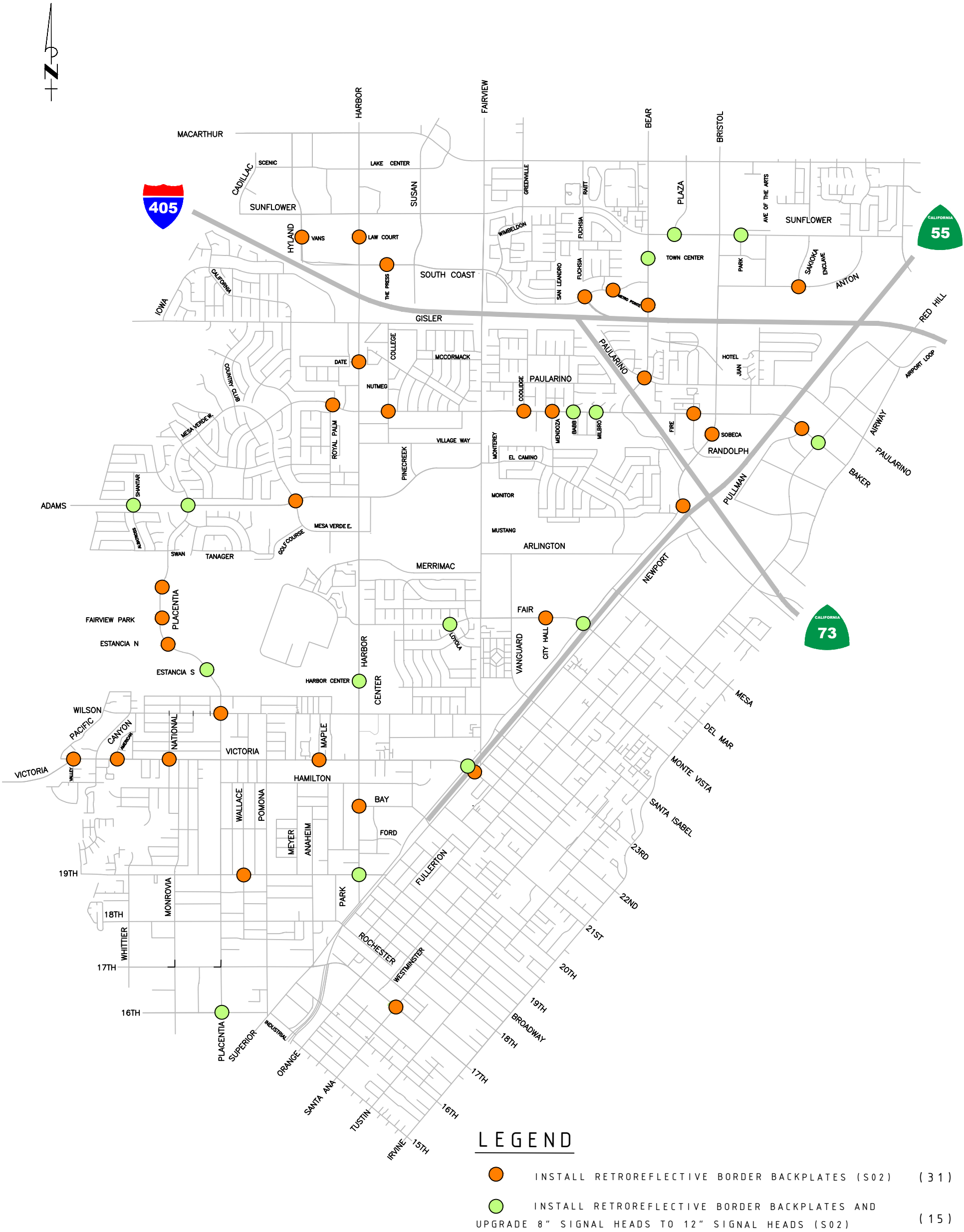
- 1 Install retroreflective border backplates on all existing signal heads (S02).

- 2 Implement a leading pedestrian interval (S21PB).



HSIP Cycle 11

Location 4 Signals: Retroreflective
Border Backplates & 12" Signal Head
Upgrade (S02)



*ALL IMPROVEMENTS WILL BE IMPLEMENTED IN CITY R/W

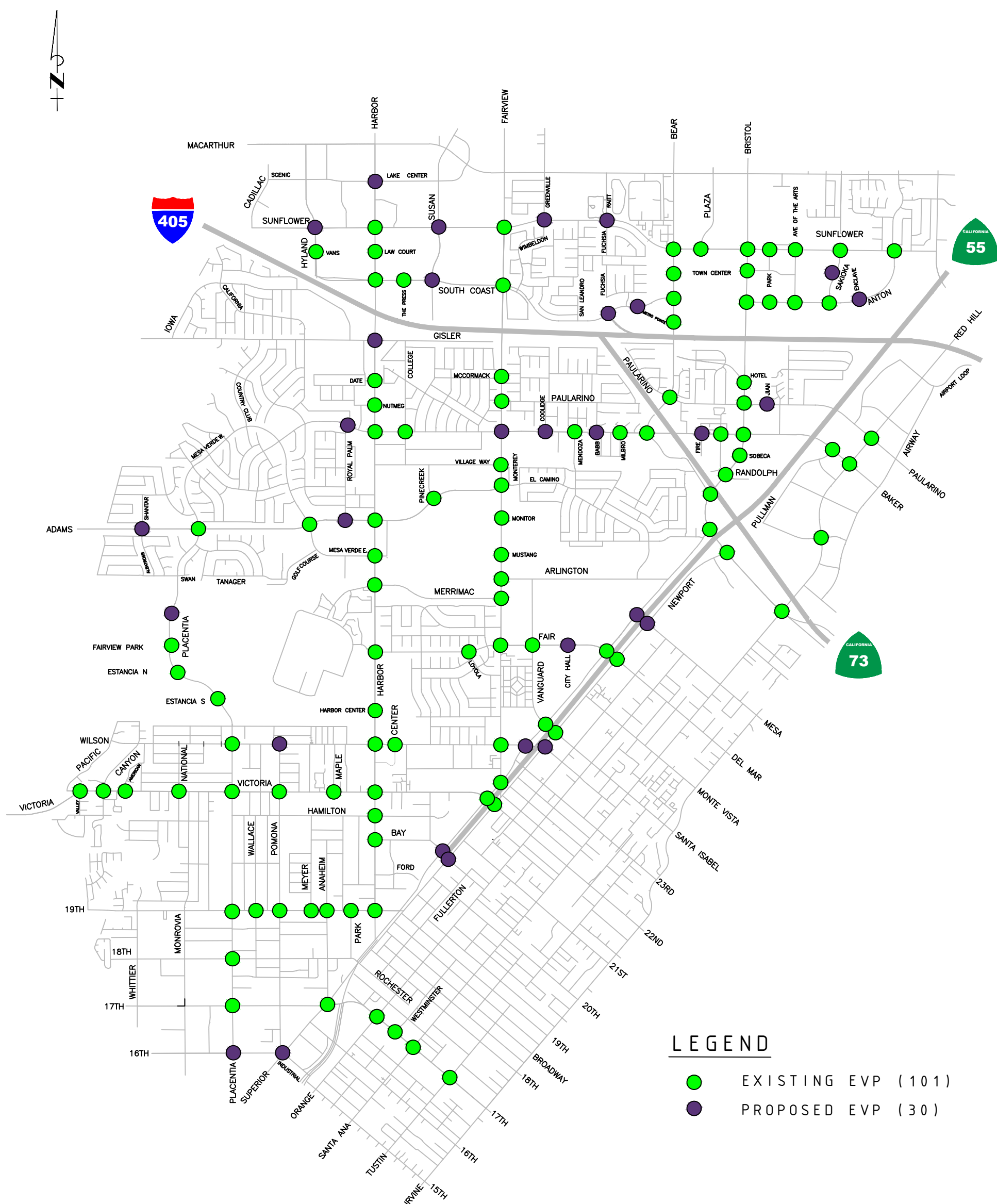
Location 4 Example Intersection Plan (Bristol Street & Sobeca Way)



1

Install retroreflective border backplates on all existing signal heads (S02).

HSIP Cycle 11 Proposed Emergency Vehicle Preemption (EVP) Locations



*All improvements will be implemented in City R/W

Location 4 Example Intersection Plan with Supplemental EVP (Baker Street & Babb Street)



- 1 Install retroreflective border backplates on all existing signal heads (S02).

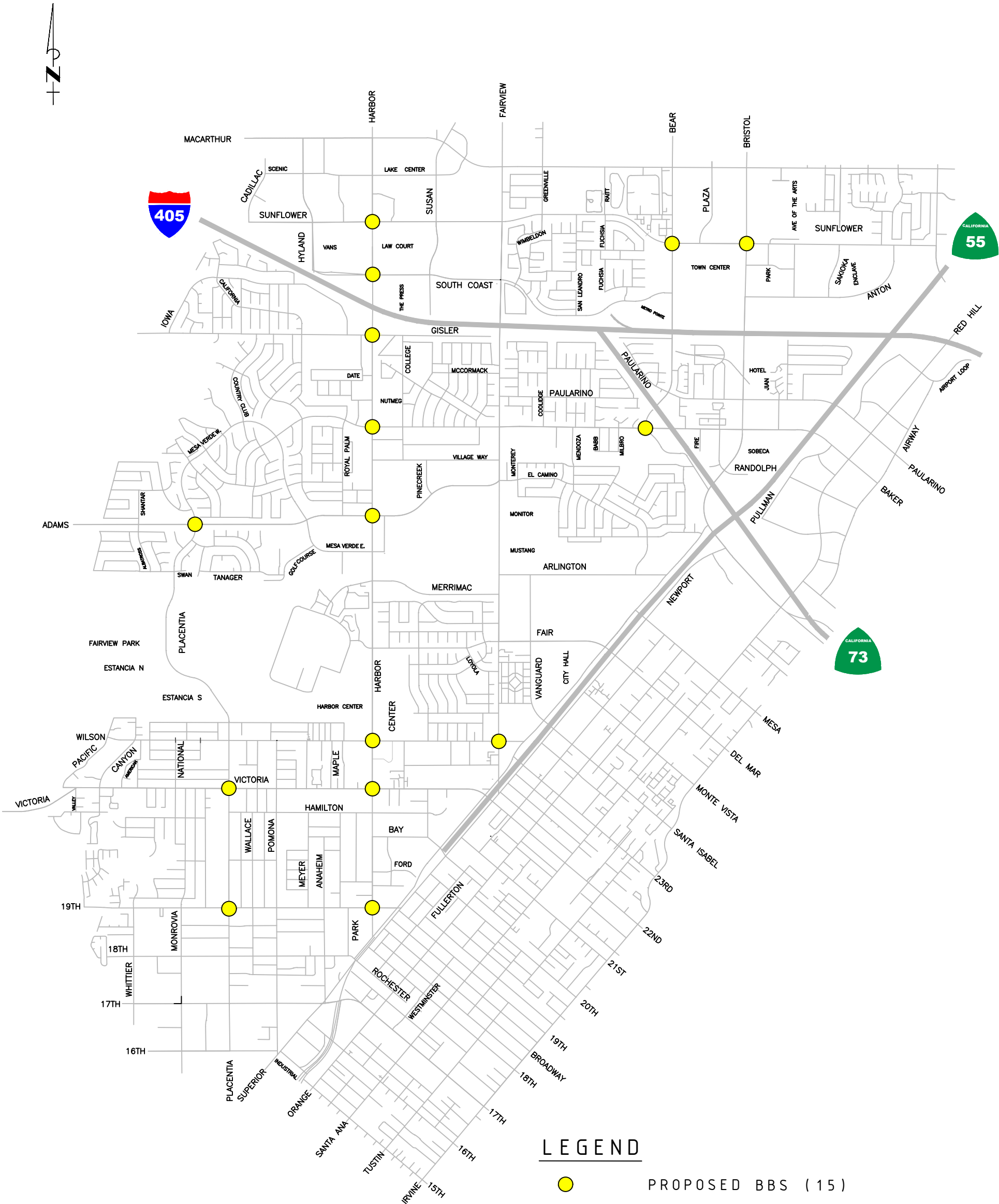
- 2 Install emergency vehicle preemption system.



HSIP Cycle 11

Proposed Battery Back-Up

System (BBS) Locations



*All improvements will be implemented in City R/W

Location 3 Example Intersection Plan with Supplemental BBS (Baker Street & Bear Street)



- 1 Install retroreflective border backplates on all existing signal heads (S02).

- 2 Implement a leading pedestrian interval (S21PB).



- 3 Install battery backup system.

No	Location Name		S02	S17PB	S21PB	Location Number
1	Tustin Ave	E 17th St	Y	Y	Y	1
2	Fairview Rd	W Wilson St	Y	Y	Y	1
3	Red Hill Ave	Bristol St N	Y	Y	Y	1
4	Merrimac Way	Fairview Rd	Y	Y	Y	1
5	Bristol St	Randolph Ave	Y	Y	Y	1
6	Bristol St	Paularino Ave	Y	Y	Y	1
7	Bristol St	Anton Blvd	Y	Y	Y	1
8	Fairview Rd	S Coast Dr	Y	Y	Y	1
9	S Fairview St	Sunflower Ave	Y	Y	Y	1
10	Superior Ave	W 16th St	Y	Y	N	2
11	Westminster Ave	E 17th St	Y	Y	N	2
12	Newport Blvd NB	E Bay St	Y	Y	N	2
13	Newport Blvd SB	W Bay St	Y	Y	N	2
14	Fairview Rd	Newport Blvd	Y	Y	N	2
15	Pomona Ave	W Wilson St	Y	Y	N	2
16	Newport Blvd SB	W Wilson St	Y	Y	N	2
17	Newport Blvd SB	Vanguard Way	Y	Y	N	2
18	Newport Blvd NB	Del Mar Ave	Y	Y	N	2
19	Newport Blvd NB	Mesa Dr S	Y	Y	N	2
20	Newport Blvd SB	Mesa Dr N	Y	Y	N	2
21	Fairview Rd	Mustang Way	Y	Y	N	2
22	Kalmus Dr	Red Hill Ave	Y	Y	N	2
23	Royal Palm Dr	Adams Ave	Y	Y	N	2
24	Bristol St	Bear St (flood control access)	Y	Y	N	2
25	Red Hill Ave	Paularino Ave	Y	Y	N	2
26	Fairview Rd	Paularino Ave	Y	Y	N	2
27	Bristol St	Hotel way	Y	Y	N	2
28	Fairview Rd	McCormack Ln	Y	Y	N	2
29	Park Center Dr	Anton Blvd	Y	Y	N	2
30	Susan St	S Coast Dr	Y	Y	N	2
31	Sakioka Dr	Vista Way	Y	Y	N	2
32	Anton blvd	Sunflower st	Y	Y	N	2
33	Hyland Ave	Sunflower Ave	Y	Y	N	2
34	S Susan St	Sunflower Ave	Y	Y	N	2
35	S Greenville St	Sunflower Ave	Y	Y	N	2
36	S Raitt St	Sunflower Ave	Y	Y	N	2
37	Center way	Wilson St	Y	Y	N	2
38	Newport Blvd SB	Wilson St	Y	Y	N	2
39	Newport Blvd NB	Santa Isabel Ave	Y	Y	N	2
40	Newport Blvd	SE Bristol St	Y	Y	N	2
41	Baker Fire Station 2	Baker St	Y	Y	N	2
42	Jian Way	Paularino Ave	Y	Y	N	2
43	Enclave Way	Anton Blvd	Y	Y	N	2
44	Orange Ave	E 17th St	Y	N	Y	3
45	Placentia Ave	W 17th St	Y	N	Y	3
46	Placentia Ave	W 18th St	Y	N	Y	3
47	Placentia Ave	W 19th St	Y	N	Y	3
48	Pomona Ave	W 19th St	Y	N	Y	3
49	Meyer Pl	W 19th St	Y	N	Y	3
50	Anaheim Ave	W 19th St	Y	N	Y	3
51	Park Ave	W 19th St	Y	N	Y	3
52	Harbor Blvd	Hamilton St	Y	N	Y	3
53	Canyon Dr	Victoria St	Y	N	Y	3
54	Placentia Ave	Victoria St	Y	N	Y	3

No	Location Name		S02	S17PB	S21PB	Location Number
55	Pomona Ave	Victoria St	Y	N	Y	3
56	Harbor Blvd	Victoria St	Y	N	Y	3
57	Harbor Blvd	W Wilson St	Y	N	Y	3
58	Harbor Blvd	Fair Dr	Y	N	Y	3
59	Fairview Rd	Fair Dr	Y	N	Y	3
60	Vanguard Way	Fair Dr	Y	N	Y	3
61	Harbor Blvd	Merrimac Way	Y	N	Y	3
62	Fairview Rd	Arlington Dr	Y	N	Y	3
63	Harbor Blvd	Mesa Verde Dr E	Y	N	Y	3
64	Harbor Blvd	Adams Ave	Y	N	Y	3
65	Fairview Rd	Monitor Way	Y	N	Y	3
66	Fairview Rd	el Camino Dr	Y	N	Y	3
67	Harbor Bl	Baker St	Y	N	Y	3
68	Fairview Rd	Baker St	Y	N	Y	3
69	Bear St	Baker St	Y	N	Y	3
70	Bristol St	Baker St	Y	N	Y	3
71	Nutmeg Pl	Harbor Blvd	Y	N	Y	3
72	Harbor Blvd	Gisler Ave	Y	N	Y	3
73	Bear St	South Coast Dr	Y	N	Y	3
74	Ave of the Arts	Anton Blvd	Y	N	Y	3
75	Harbor Blvd	S Coast Dr	Y	N	Y	3
76	Bristol St	Town Center Dr	Y	N	Y	3
77	Bristol St	Sunflower Ave	Y	N	Y	3
78	Ave of the Arts	Sunflower Ave	Y	N	Y	3
79	S Bear St	Sunflower Ave	Y	N	Y	3
80	Sakioka Dr	Sunflower Ave	Y	N	Y	3
81	Harbor Blvd	Sunflower Ave	Y	N	Y	3
82	Harbor Blvd	W Lake Center Dr	Y	N	Y	3
83	Superior Ave	17th St	Y	N	Y	3
84	Placentia Ave	16th St	Y	N	N	4
85	Santa Ana Ave	E 17th St	Y	N	N	4
86	Wallace Ave	W 19th St	Y	N	N	4
87	Harbor Blvd	W Bay St	Y	N	N	4
88	Valley Rd	Victoria Pl	Y	N	N	4
89	Newport Blvd NB	22nd st	Y	N	N	4
90	American Ave	Victoria St	Y	N	N	4
91	Newport Blvd SB	Victoria St	Y	N	N	4
92	National Ave	Victoria St	Y	N	N	4
93	Maple St	Victoria St	Y	N	N	4
94	Placentia Ave	W Wilson St	Y	N	N	4
95	Placentia Ave	Estancia S	Y	N	N	4
96	Placentia Ave	Fairview Park	Y	N	N	4
97	Loyola Rd	Fair Dr	Y	N	N	4
98	Newport Blvd SB	Del Mar Ave N	Y	N	N	4
99	Shantar Dr	Adams Ave	Y	N	N	4
100	Mesa Verde Dr W	Adams Ave	Y	N	N	4
101	Mesa Verde Dr E	Adams Ave	Y	N	N	4
102	Red Hill Ave	Baker St E	Y	N	N	4
103	Pullman St	Baker St E	Y	N	N	4
104	College Ave	Baker St	Y	N	N	4
105	Mendoza Dr	Baker St	Y	N	N	4
106	Royal Palm Dr	Baker St	Y	N	N	4
107	Lombard Ct	Baker St	Y	N	N	4
108	Bear St	Yukon Ave	Y	N	N	4

No	Location Name		S02	S17PB	S21PB	Location Number
109	Date Pl	Harbor Blvd	Y	N	N	4
110	Bear St	Metro Pointe E	Y	N	N	4
111	Metro Point Centre	South Coast Dr	Y	N	N	4
112	Sakioka Dr	Anton Blvd	Y	N	N	4
113	Bear St	Town Center Dr	Y	N	N	4
114	Law Court	Harbor Blvd	Y	N	N	4
115	Sunflower Ave	Plaza Dr	Y	N	N	4
116	W Stevens Ave	Sunflower Ave	Y	N	N	4
117	Babb St	Baker St	Y	N	N	4
118	Placentia Ave	Bicycle Crossing	Y	N	N	4
119	Harbor Blvd	Harbor Center	Y	N	N	4
120	Estancia N	Placentia Ave	Y	N	N	4
121	City Hall	Fair Dr	Y	N	N	4
122	Bristol St	Newport Blvd	Y	N	N	4
123	Bristol St	Sobeca Way	Y	N	N	4
124	Randolph Ave	Baker St	Y	N	N	4
125	Coolidge Ave	Baker St	Y	N	N	4
126	Hyland Ave	Vans	Y	N	N	4
127	Coast Dr	Press	Y	N	N	4
128	Metro Pointe	South Coast Dr	Y	N	N	4
129	Harbor Bl	19th St	Y	N	N	4

APPENDIX B

This Agreement template is for informational purposes only and is only intended for use as an example to consultants. For federal projects, the Agreement will be updated to reflect federal requirements. The City will prepare the actual PSA when a consultant is selected to perform the work.

CITY OF COSTA MESA PROFESSIONAL SERVICES AGREEMENT WITH

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20__ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a [state] [type of entity] ("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. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee

Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City Manager or designee, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. [Optional extension language: This Agreement may be extended by [] additional [] year periods upon mutual written agreement of both parties.]

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

termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

- (a) Additional insureds: “The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.”
- (b) Notice: “Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.”
- (c) Other insurance: “The Consultant’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be

held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Tel: _____
Attn: _____

IF TO CITY:

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

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 "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the 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. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to

Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

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

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation

and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

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

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

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

6.23. 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.

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

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

6.27. Counterparts and Electronic Signatures. 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. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.28. 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.]

SAMPLE

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

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

[Name]
[Mayor or City Manager]

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

[Name]
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

[Name]
[Title]

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

SAMPLE

EXHIBIT A
REQUEST FOR PROPOSALS

SAMPLE

EXHIBIT B
CONSULTANT'S PROPOSAL

SAMPLE

EXHIBIT C
FEE SCHEDULE

SAMPLE

EXHIBIT D
PROJECT SCHEDULE

SAMPLE

EXHIBIT E

CITY COUNCIL POLICY 100-5

SAMPLE

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:

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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
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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.

INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days

after written notice is given to City.”

- (c) Other insurance: “The Consultant’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 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.
	AUTHORIZED REPRESENTATIVE

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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 shown 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".

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 shown 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:

1. 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.

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.

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

ANY PERSON OR ORGANIZATION FOR WHOM THE
NAMED INSURED HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS WAIVER

JOB DESCRIPTION

BLANKET WAIVER OF SUBROGATION

SAMPLE

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: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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)
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.

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.
5. 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 alien 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.

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 1099-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—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—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

¹ See 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.

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:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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
5. 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 ⁴
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 entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. 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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

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.

⁴ 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 Assistance.

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.

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

[Note: italic text within brackets throughout the Articles is intended for instructional purposes only]

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ARTICLE I INTRODUCTION

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)

The Project Manager for the "CONSULTANT" will be (NAME)

The name of the "LOCAL AGENCY" is as follows:

(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

[Choose either Option 1 or Option 2]

[Option 1 - Use paragraphs A & B below for standard AGREEMENTs]

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

[Option 2 - Use paragraphs A & B below for on-call AGREEMENTs]

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

[Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."]

- A. CONSULTANT Services
[Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent

uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see [LAPM Chapter 6: Environmental Procedures](#), and the Standard Environmental Reference).]

B. Right of Way

[State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.]

C. Surveys

[State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.]

D. Subsurface Investigations

[State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.]

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

[For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.]

H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys, etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

[A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.]

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

[Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.]

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

[Choose either Option 1, 2, 3, or 4]

[Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTs]

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY'S approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(Amount).
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

[Option 2 - For Cost per Unit of Work AGREEMENTs, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project].

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in

Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

- C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

[Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements (such as on-call Agreements). This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection.]

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. *[Local Agency to include either (a) or (b) below; delete the other one]*

- (a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
- (b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

[Option 4 - Use paragraphs A through E below for lump sum agreements.]

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

- E. The total amount payable by LOCAL AGENCY shall not exceed \$ (Amount).

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

[Choose either Method 1, Method 2, or Method 3 below and delete the other two.]

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
 - 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 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 the CONSULTANT or Subconsultant in connection with the public work. 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:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

- c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

[Include this article in all AGREEMENTs where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.]

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of 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 and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of 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 and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2

CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT 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 the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and [Replacement](#) of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or [replace](#) a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

[Termination of DBE Subconsultants](#)

[After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:](#)

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal

- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

[Choose either Option 1 or Option 2]

[Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations.]

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

[Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations.]

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

[Choose either Option 1 or Option 2]

[Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal]

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

[Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E]

- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

[Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper]

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

[For PS&E contracts add paragraph F, below, to paragraphs A through E, above]

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT**A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT**

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- (2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES**APPENDICES A - E of the TITLE VI ASSURANCES**

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.]

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.

- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

(CONSULTANT)

(NAME) _____, Project Manager

(ADDRESS)

LOCAL AGENCY:

(LOCAL AGENCY)

(NAME) _____, Contract Administrator

(ADDRESS)

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

(Name of LOCAL AGENCY)

(Name of CONSULTANT)

(Signature)
(Name of Signer)

(Signature)
(Name of Signer)

Date: _____

Date: _____

APPENDIX C FORMS

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



**VENDOR APPLICATION FORM
FOR
RFP No. 25-04 SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS
(FEDERAL PROJECT NO. HSIPL-5312(107))**

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

<input type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

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

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 25-04 SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS (FEDERAL PROJECT NO. HSIPL-5312(107))** at any time after August 27, 2024.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after August 27, 2024 with a City Councilmember concerning informal **RFP No. 25-04 SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS (FEDERAL PROJECT NO. HSIPL-5312(107))**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ **No** _____

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

COMPANY PROFILE & REFERENCES

Company Legal Name:

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

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

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: ___Yes ___No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

Contact person in reference to this solicitation:

Telephone Number:

Facsimile Number:

Email Address:

Contact person for accounts payable:

Telephone Number:

Facsimile Number:

Email Address:

Name of Project Manager:

Telephone Number:

Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder/Applicant/Proposer

Date

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 20.00%**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards **meeting** the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in **best qualified consultant’s executed consultant contract**. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT B
CONSULTANT'S PROPOSAL

1. COVER LETTER

September 19, 2024
Costa Mesa City Hall
77 Fair Drive
Costa Mesa, CA 92626

» 1100 W Town & Country Road
Suite 700
Orange, CA 92868
TEL 714.939.1030

RE: PROPOSAL FOR SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS (FEDERAL PROJECT NO. HSIPL-5312(107)) – RFP No. 25-04

Dear Members of the Selection Committee:

The **City of Costa Mesa** (City) is seeking a trusted and knowledgeable consultant to prepare plans, specifications, and estimates (PS&E) for implementation of traffic safety enhancements at 129 intersections throughout the City. To successfully deliver this project, the City will benefit most from a consultant who is already familiar with the project, has a proven track record with similar initiatives, and offers a cohesive and skilled team. **Kimley-Horn is that consultant.** We have thoroughly reviewed and understand all aspects of this Request for Proposal (RFP) and are prepared to offer the following advantages:

Pre-Existing Knowledge. Kimley-Horn has a deep understanding of the project due to our previous work preparing the City's corresponding Highway Safety Improvement Program (HSIP) application and developing your Local Roadway Safety Plan (LRSP). As such, we are already well-acquainted with the City's vision for the anticipated signal improvements at each intersection. Our familiarity with the City's expectations and standards means there will be no learning curve. **With Kimley-Horn, you can expect us to hit the ground running, saving you valuable time.**

Extensive Caltrans and HSIP Experience. Kimley-Horn has completed numerous Caltrans HSIP projects, ranging from single intersections to multiple intersection corridors. We understand that familiarity with the coordination of the approval process is key to the timely completion of these projects. Additionally, Kimley-Horn has a successful track record of completing HSIP and traffic projects for clients in District 12, including the following:

- City of Maywood, Traffic Signal Improvements at 12 Intersections, HSIP Cycle 11
- City of Pico Rivera, Traffic Improvements at 47 intersections, HSIP Cycle 11
- City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System
- City of West Covina, Preliminary Engineering Phase Services, HSIP Cycle 10 Improvements
- City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement

- City of Norwalk, Final Design Services for Traffic Signal Improvements Along Studebaker Road
- City of Norwalk, Design Services for Traffic Signal Improvements Along Alondra Boulevard

A Tailor-Made Team. As project manager, **Jean Fares, PE** will lead our team and be responsible for providing the scope of services listed in the RFP. Jean brings over 35 years of experience in the transportation engineering field and has worked closely with numerous local municipalities on various traffic signal modification projects. Jean will be supported by a skilled team of engineers, planners, and analysts with experience in traffic signal plans, traffic signal timing, bidding/construction support, and more. We have supplemented our in-house team with trusted subconsultants **Avant-Garde** (Environmental and Caltrans LAPM), **LIN Consulting** (Traffic Signal support) and **AET** (Traffic Signal and Timing Sheet support). Our proposed project team regularly works together on similar HSIP projects, allowing us to collaborate with the City efficiently and effectively while completing all tasks under this contract on time and within budget. Our partners will bring the institutional knowledge necessary to seamlessly incorporate recent project improvements at the City to avoid duplicate and conflicting work. This coordination is necessary to maintain efficiency for the project timeline.

Thank you for considering our proposal. Kimley-Horn is confident that no other consultant matches our qualifications and the unique knowledge of the City that we bring. We look forward to the opportunity to work on this project. Should you have any questions related to our proposal, please contact project manager **Jean Fares, PE** directly at jean.fares@kimley-horn.com, 818.970.2048, or at the address listed above.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Jean Fares, PE*

Project Manager/Senior Vice President

*Jean Fares is authorized by Kimley-Horn to bind the firm to the terms of the proposal.

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2. BACKGROUND AND PROJECT SUMMARY SECTION

Understanding of the City, Project, and Objectives

The City of Costa Mesa (City) is looking to improve safety and operability through the installation of retroreflective signal heads, 12" vehicle heads, pedestrian countdown signal heads, and Leading Pedestrian Interval (LPI) timing at 129 existing signalized intersections in various locations throughout the City. The City is also looking to install high-visibility pedestrian crossings at certain intersections. Per the City's RFP, the project will be funded at 90%, with HSIP funding for 129 total intersections.

The City has compiled collision data history from 2015 to 2019; of the total 1,545 collisions, 149 included pedestrians and cyclists.

The Caltrans LRSM outlines a systemic approach of proven safety countermeasures to address systemwide safety issues. The LRSM provides steps to calculate Benefit to Cost ratios (BCR) to determine which low-cost countermeasures could be implemented to high crash locations. Based on the collision data history and BCRs, the City has determined three countermeasures to increase safety and reduce the number of collisions.

The first countermeasure, **S2: Improve Signal Hardware: Lenses, Back-Plates with Retroreflective Borders, Mounting Size, and Number of Signal Heads**, consists of improvements in safety for signalized intersections by installing new LED lighting, signal back plates, retro reflective tape outline on the back plates, or visors to increase signal visibility, larger signal heads, relocation of signal heads, or additional signal heads. The LRSM states that the S2 countermeasure provides better daytime and nighttime visibility and clarity of signals and also reduces rear-end and right-angle collisions associated with drivers who are unable to see traffic signals sufficiently in advance of an intersection. Upgrading all vehicle head lenses to 12" LED vehicle heads and all back-plates with retroreflective borders and mountings has the potential to reduce crashes by 15 percent, as documented in the LRSM and RFP.

The second countermeasure, **S17PB: Install Pedestrian Countdown Signal Heads**, focuses on improving safety for pedestrians by installing a timer display to let pedestrians know how much time they have left to safely cross a street. The implementation of pedestrian countdown signal heads will reduce crashes by 25 percent, as documented in the LRSM and RFP.

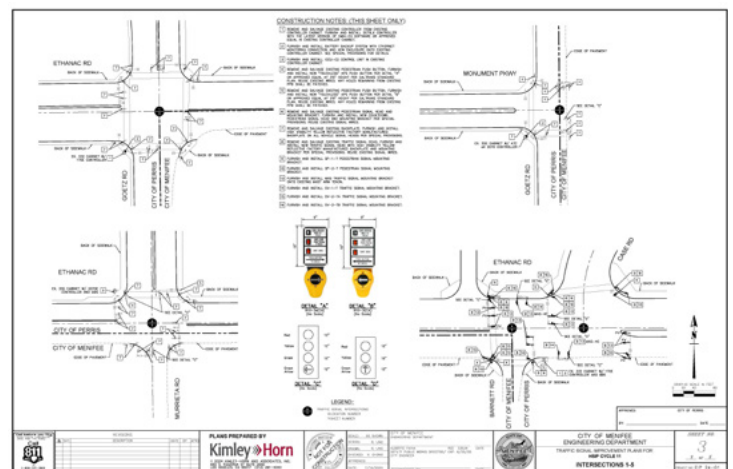
The third countermeasure, **S21PB: Modify Signal Phasing to Implement a LPI**, allows pedestrians a head start to cross the crosswalk, increases visibility for drivers completing a turning movement, allows pedestrians to have the right-of-way, and reduces conflict between pedestrians and vehicles. The LPI will reduce collisions by 59 percent, as documented in the LRSM.

Countermeasures S2, S17PB, and S21PB will have a combined BCR of 39.24. The implementation of these countermeasures is an effective method to improve overall intersection safety through enhancements to visibility. Specific improvements are further discussed in **Section 3.2**.

Grant administration is a key element to confirm that the City follows through with procurement. When agencies are appropriated funding, it is their responsibility to work with the administering agencies to submit required documents and reimbursements requests. Funding administration involves various steps, such as tracking eligible and non-eligible expenditures through a project's lifespan, providing guidance on programmatic changes and updates, and building relationships with each agency granting or administering the funding. Kimley-Horn is thoroughly familiar with the processes pursuant to Caltrans LAPM funding administration procedures.

In addition to the design and integration of this project, Kimley-Horn understands the importance of coordination with Caltrans District 12 for successful implementation. Our team will verify that our submittals are complete to meet Caltrans LAPM requirements for each submission. It is further understood that the project is funded by federal funds and is subject to the state's process for federally funded HSIPs.

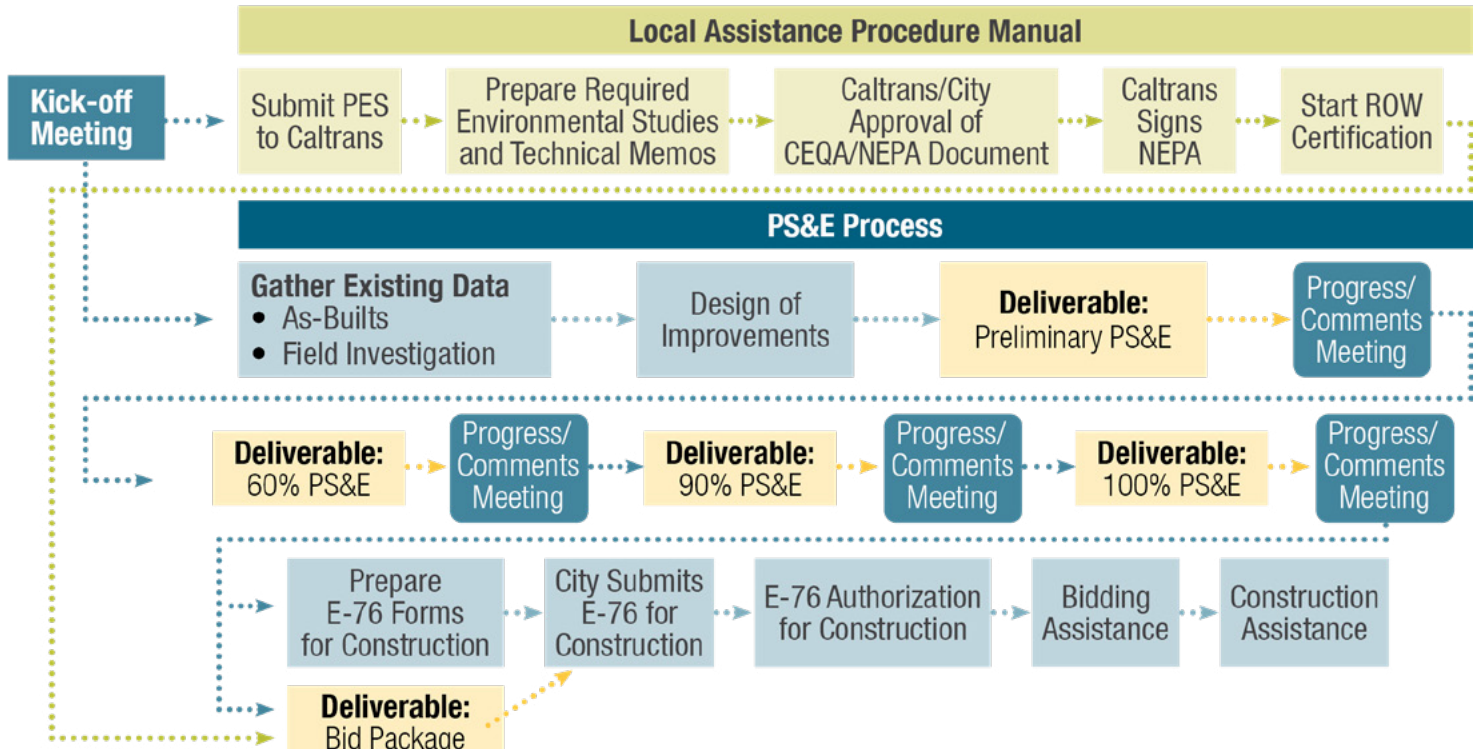
We have included one project sample for the City of Maywood on the right, which provided enough context for the design and conveyed the information to the contractors. We drew the existing right-of-way, curb, and centerlines as a base for the design and upgraded vehicle heads and installed retroreflective backplates, APS, controllers, BBS, and countdown pedestrian signals.



3. PROJECT APPROACH AND METHODOLOGY

3.1 Understanding of the Project

The scope of the project encompasses several key phases, beginning with a detailed inventory of the existing traffic signals. This inventory will inform the preliminary design, which will be followed by environmental approval to meet CEQA/NEPA requirements. The final phase involves developing comprehensive (PS&E) for construction. This modernization effort aims to improve visibility, compliance, and safety for all road users, aligning with both state and federal standards. The City has set a 120-day completion timeline for this project, which also includes specific requirements for Disadvantaged Business Enterprise (DBE) participation and adherence to federal-aid provisions.



3.2 Detailed Description of Efforts

Phase 1: Detailed Citywide Traffic Signal Inventory

The Kimley-Horn team will attend a pre-design (kick-off) meeting with City staff after the award of contract to conduct introductions, discuss scope of work, go over the HSIP application and other information needed from various City departments, overall schedule, and the implementation process.

Our team will conduct field investigations at each of the intersections to document locations of pedestrian signal heads without countdown capabilities, locations of 8" signal heads at the intersections, brand/manufacturer, type (3-section, 4-section, etc.) and condition of each signal head, including whether it needs maintenance. It is assumed that the brand/manufacturer is written clearly on existing vehicle heads. It is also assumed that the determination of vehicle head maintenance will be for vehicle heads that have extremely faded backplates, bent backplates, or dull bulbs.

Cabinet inventory will take place to determine existing controllers at each of the intersections and conduit sizes coming into each controller cabinet.



We will open the pull boxes at up to 30 intersections where proposed EVP equipment will be installed. Conduit fill calculations will be performed to verify if existing conduits have adequate space for the additional EVP cable. It is assumed that pull boxes only labeled “Traffic Signal” will be opened. Any inaccessible pull boxes (e.g., damaged or screwed shut lids, inaccessible on sidewalk or median, requiring unreasonable force to open, etc.) will be documented. Field data of the existing conditions of vehicle heads, pedestrian heads, signal controllers, and conduit fill will be compiled in a detailed table using Microsoft Excel.

For the City of Menifee, we conducted field investigations that showed locations of signal heads, pedestrian countdown/non-countdown, and signal equipment. The image on the previous page shows an example of these field notes and photos taken to show all signal heads in each direction for reference.

Phase 1 Deliverables:

- Attendance at project kick-off meeting
- Field Data Table in Excel format
- Field Notes in PDF format

Phase 2: Preliminary Design

Kimley-Horn will review base data documents, including as-built improvement plans, utility information, survey information, and other available record data. Kimley-Horn will refine the field data table created in Phase 1 to include proposed improvements such as BBS and EVP and remain consistent with the HSIP grant application to create the Traffic Signal Inventory Table of Proposed Improvements.

We will prepare preliminary engineering plans for the following four scenarios:

1. Location 1: Countermeasures S02, S17PB, and S21PB
2. Location 2: Countermeasures S02, S17PB
3. Location 3: Countermeasures S02, S21PB
4. Location 4: Countermeasure S02

The preliminary engineering plans for the scenarios above will include traffic signal upgrades necessary for the upgraded traffic signal operations, such as retroreflective backplates, replacing 8” vehicle heads, countdown pedestrian heads, LPI, BBS, and EVP. These plans will be an example for the 129 intersection plans that will be developed in Phase 4. The design will be in compliance with the latest editions of the California Manual on Uniform Traffic Control Devices (CA MUTCD), state and federal standards, and City of Costa Mesa standards.

It is assumed there will be one virtual meeting to discuss the preliminary design.

Phase 2 Deliverables:

- Attendance at one virtual meeting
- Traffic Signal Inventory Table of Proposed Improvements in .xlsx format
- Preliminary Design Plans (4 sheets) in PDF format

Phase 3: Environmental Approval

► Phase 3.1 CEQA Categorical Exemption

The project requires compliance with the California Environmental Quality Act (CEQA). The City is expected to act as the Lead Agency under CEQA. It is assumed that a Categorical Exemption (CE) would be the appropriate level of CEQA documentation.

Based on the information provided, the Kimley-Horn team assumes that the project will be covered under CEQA Guidelines Section 15301, which allows a CE for projects that have been determined not to have a significant effect on the environment. The Kimley-Horn team will prepare the State Clearinghouse (SCH) Notice of Exemption (NOE) Form, along with a memorandum which summarizes and documents how the City will meet its Lead Agency responsibilities under CEQA. The memorandum will include responses to topic areas specified in CEQA Guidelines Section 15300.2 that would negate the exemption by an exception. Once these documents have been approved by the City, the Kimley-Horn team will file the NOE Form with the County Clerk’s Office and the SCH. If it is ultimately determined that the project would be exempt under SB 922, the Kimley-Horn team will also file the NOE Form with the County Clerk and SCH as required.

► Phase 3.2 NEPA Categorical Exclusion

Environmental documentation pursuant to the National Environmental Policy Act (NEPA) is required and Caltrans would be the NEPA Lead Agency. The project would be processed through Caltrans’ Local Assistance Program. The Kimley-Horn team assumes that the project would be categorically excluded under the provisions of NEPA; technical studies would be required to support this determination.

► Phase 3.3 Technical Studies in Support of CEQA/NEPA Documentation: Preliminary Environmental Study (PES) and Caltrans Checklist

The Kimley-Horn team will initiate the Caltrans environmental review process through completion of the Preliminary Environmental Study (PES), a Caltrans checklist that helps with identifying the appropriate level of environmental review. The PES will also identify federal, state and local agencies from which discretionary approval actions or permits would be required, identify efforts to comply with NEPA, and identify the anticipated NEPA pathway and rationale. After approval of the PES by the City and Caltrans, the Kimley-Horn team will prepare the required technical studies. Based on preliminary research, technical studies related to cultural resources are anticipated, and are included in this scope of work. Technical studies required for NEPA approval would be completed in accordance with the Caltrans' Standard Environmental Reference (SER) guidelines and Local Assistance Procedures Manual (LAPM).

The PES Form will be completed pursuant to Caltrans' SER and LAPM. The Kimley-Horn team will submit the Draft PES to the City for review and approval. Once the Draft PES has been approved by the City, the Kimley-Horn team will finalize the revisions, submit the PES to Caltrans. Once comments are received, the Kimley-Horn team will revise the PES and resubmit the Final PES to Caltrans. The Kimley-Horn team will complete a desktop review and complete the PES Form.

The Kimley-Horn team will respond to one round of consolidated comments from the City and Caltrans for each form and technical report. It is assumed there will be one virtual meeting to discuss the environmental documentation.

Phase 3 Deliverables:

- Attendance at one virtual meeting
- One electronic copy of the Draft and Final NOE Form and CE Memorandum
- One electronic copy of the Draft and Final PES

Phase 4: Final Design Plans, Specifications, and Estimates (PS&E)

► Task 4.1: 60% Plans and Estimate Package

Based on receiving the Categorical Exemption/Categorical Exclusion, Kimley-Horn will advance the construction documents to a 60% level of design. Kimley-Horn will adjust the design plans based on City comments from the preliminary design and incorporate proposed elements from the field data table.

Additional annotation will be added to the traffic signal plans based on the comments received by the City.

An engineer's Opinion of Probable Construction Cost (OPCC) will be developed in Microsoft Excel. A project contingency will be added the OPCC to provide for cost increases and unknown issues that may arise but cannot be specifically identified at this stage.

Because Kimley-Horn has no control over the cost of labor, materials, equipment or services furnished by others, over methods of determining price, or over competitive bidding or market conditions, Kimley-Horn does not guarantee that proposals, bids, or actual costs will not vary from the opinion on costs.

Plans will be completed in AutoCAD Version 2024 and will be presented with four intersections per plan sheet at scale 1"=40'.

We anticipate the following plan sheet counts for the project:

- Title Sheet: 1 sheet
- Index Map with Traffic Signal Inventory Table of Proposed Improvements: 1 sheet
- General Notes and Project Specific Notes: 1 sheet
- Traffic Signal Improvement Plans: 33 sheets
- Estimated Total Sheets: 36 sheets

We do not anticipate the following sheets to be part of the design at any stage of the project:

- Signing and Striping Plans
- Civil Improvements
- Communication Plans
- Street Lighting Plans

It is assumed there will be one virtual meeting to discuss the project's progress.

► Task 4.2: 90% PS&E Package

Based on one set of non-conflicting comments on the 60% plans, Kimley-Horn will advance the construction documents to a 90% level of design. Kimley-Horn will adjust the design plans based on City comments.

Kimley-Horn will prepare a comment response matrix to be submitted with the 90% submittal. The comment response matrix will include the original comments, Kimley-Horn's responses to the comments, and final resolution. Additional annotation will be added to the traffic signal plans based on the comments received by the City.

The engineer's OPCC will be updated based on the City's comments.

Special provisions consistent with the City's format and SPPWC "Greenbook" APWA current edition will be prepared.

It is assumed there will be one virtual meeting to discuss the project's progress.

► Task 4.3: 100% PS&E Package

Based on one set of non-conflicting comments from the 90% PS&E comments, Kimley-Horn will advance the PS&E to the 100% level of design. It is expected that the comments will not result in a major change in design. Kimley-Horn will adjust the plans, OPCC, and technical specifications based on the City comments accordingly. Kimley-Horn will prepare a comment response matrix to be submitted with the final submittal, including the original comments, Kimley-Horn responses to the comments, and final resolution.

A licensed professional engineer will conduct a peer review and QC/QA of the design plans, OPCC, and technical specifications. A licensed professional engineer will stamp and sign all plan sheets and specifications for this submittal.

It is assumed there will be one virtual meeting to discuss the project's progress.

► Task 4.4: Leading Pedestrian Interval (LPI) Timing Sheets

Kimley-Horn will prepare timing sheets with LPI after the 100% PS&E package has been completed. This will be included in the construction phase for the contractor to implement during construction. Our team will prepare updated traffic signal timing sheets at 49 intersections across the city.

We will do a quick review of the coordination so that the added walk time does not break any coordination minimum split rules. It is assumed that all existing timing sheets and turning movement count data will be provided by the City.

► Task 4.5: Right-of-Way

Kimley-Horn understands the project will be completed within the public right-of-way. The project will not require any utility relocation or right-of-way acquisition or easements. If any other work will occur outside of the right-of-way in addition to what is anticipated in this scope of work, additional scope and fee would be required.

Kimley-Horn will fill out Caltrans LAPM Exhibit 13-A for the City to submit to the Caltrans District 12 Right-of-Way office. This will be completed after the 90% PS&E submittal.

► Task 4.6: Request for Authorization to Proceed with Construction (RFA for CON)

For the project to go out to bid, an E-76 Construction Authorization is required for federally funded projects. Kimley-Horn will prepare the Request for Authorization for Construction (RFA for CON) forms consistent with LAPM Chapter 3. Kimley-Horn will coordinate with District 12 Local Assistance office to prepare all exhibits and authorization forms to request the E-76 for CON per Caltrans federal funding requirements.

Kimley-Horn will begin this process after the 100% PS&E submittal.

► Task 4.7 Processing and Approvals

The Kimley-Horn team will prepare 2 Caltrans reimbursement requests based on paid invoices to maintain project activity and reimburse the agency.

Task 4 Deliverables

- Attendance at virtual meetings
- 60%, 90%, & 100% plans and OPCC in PDF format
- Special & technical specifications & Bid List in PDF format
- Updated traffic signal timing sheets in Excel and PDF formats
- Right-of-way and RFA for CON packages
- Submitting invoices to Caltrans

Additional Services

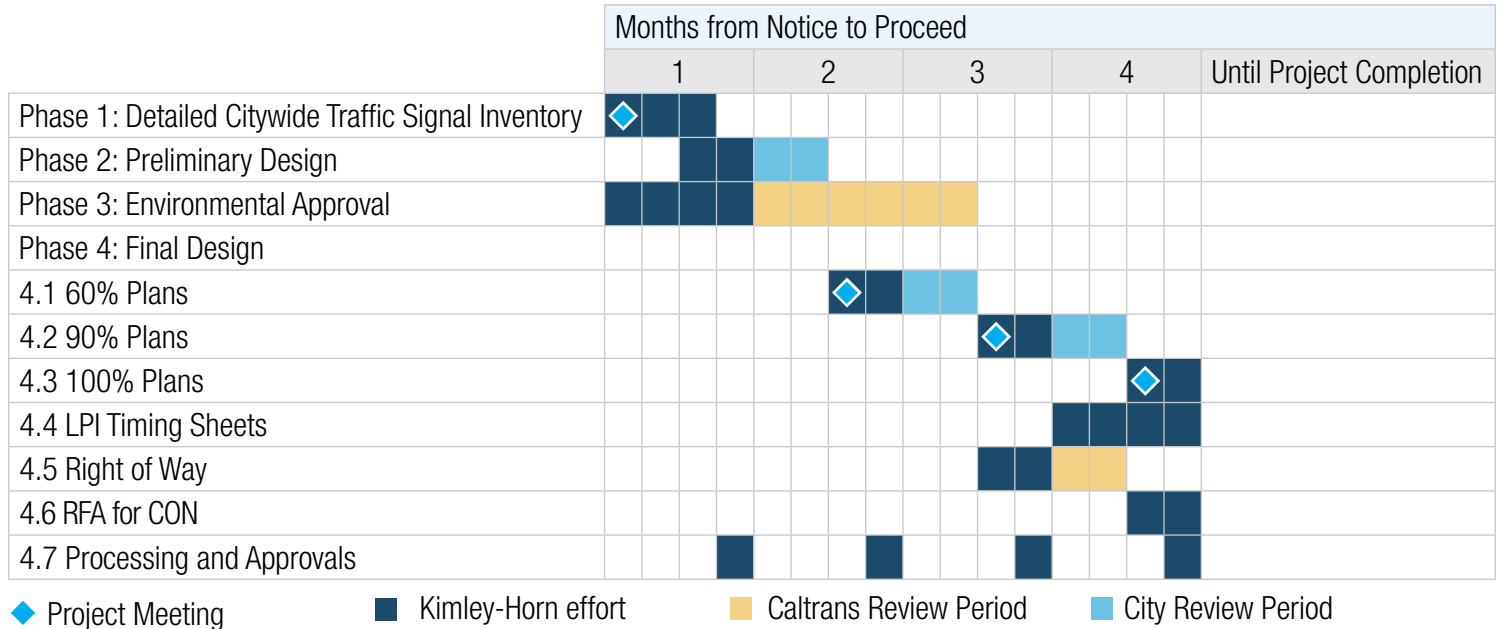
Any services not specifically described in the above scope, as well as any changes in the scope the Client requests, will be considered Additional Services.

- Available record plans and documents shall be provided by the City.
- Utility company's fees, and the City's and other Agencies' permit fees are excluded.

- Topographic survey is not included.
- Traffic Control or Civil Improvement plans are not included.
- Bidding and Construction Support are not included.
- As Builts (Record Drawings) are not included.

3.3 Project Schedule

Our draft project schedule, highlighting project tasks, durations, start and completion dates, and time allocations for City and other agency review, is provided below. This schedule assumes completion of the project within 120 days of the City's Notice to Proceed (NTP) as requested in the RFP. It is our intent to review this schedule with the City at the start of the project and make any desired adjustments and track the project work as a progress schedule by providing regular updates.



3.4 Potential Issues and Responses

Issue: Communication

Paramount to a project's success is a continuous partnership that adapts as necessary to unforeseen circumstances. We will include critical decision-making points in our work plan so the project team and the City can agree upon the best course of action to keep the project on track. There will always be unexpected challenges unique to any given project; it is critical that an approach be developed to control what can be controlled and factor in mechanisms for dealing with the unexpected.

Our experience has shown that there really is no such thing as "over-communication" between the client and the design team. For this reason, we recommend the use of the following communication protocol, which we have employed successfully on numerous projects:

- A bi-weekly conference call between the planning team (with client participation, as needed) to discuss progress and schedule.
- A monthly progress report summarizing, at a minimum, the following information:
 - Research and data source updates
 - Upcoming tasks and associated required preparation
 - Milestone list, with anticipated and actual
 - Anticipated project issues and strategies for solutions

Issue: Schedule Control

Schedule control begins with the preparation of a detailed schedule that includes milestone completion dates for specific tasks and the overall project. We will develop a work plan that allocates personnel commitments for each task. Twice a month, our integrated Management Information System (MIS) generates a Project Effort Report displaying the actual effort expended by task, which allows us to make, on a timely basis, any adjustments necessary to maintain schedule and stay within budget. Equally important are open lines of communication between City staff, our subconsultants, and permitting agencies. Our schedule process includes these factors, building into our timelines when the schedule is adjusted. We follow our mandate, seeking always to deliver on-time results regardless of ongoing or unexpected challenges.

Issue: Construction Costs

We understand that the largest costs to our clients are those related to construction. We are committed to preparing thorough plans and specifications that accurately define project requirements. Each project deliverable undergoes a rigorous quality review prior to finalization. We break down our project designs into discrete pay items with specific descriptions to avoid misunderstandings by the contractor during bidding and construction. We carefully monitor contractor progress during construction and assist them in interpreting the contract requirements whenever a question arises. We also review proposals from the contractor to modify elements of construction that may offer cost or schedule benefits to the client.

We are proactive and adept at mitigating construction issues. We apply conflict mitigation techniques to handle claim issues properly. We have the experience and expertise to analyze time and cost impacts and propose recommendations. Communication and coordination efforts are essential for resolving issues before they become project setbacks. Project records will be maintained for any potential impacts involving changed conditions, extra work, unforeseen conditions, and delays. As the project nears full completion, our team will follow up on the contractor's punch list and review it against any pertinent closeout items and project requirements. Kimley-Horn will share this information with the City along with the final project files.

4. QUALIFICATIONS & EXPERIENCE OF THE FIRM

4.1 Kimley-Horn Qualifications and Experience

Founded in 1967, Kimley-Horn is a privately held corporation that has grown into a leading engineering consulting firm offering comprehensive and innovative multi-disciplinary services to public and private agencies throughout the United States. We employ more than 7,700 personnel in 133 offices nationwide, including 13 offices in California—**our local Orange office is less than 12 miles from the City's offices**—and we staff over 800 engineers, planners, analysts, and administrative staff. Our growth is the result of the firm's commitment to integrity and dedication to providing quality services—in fact, more than 90 percent of our work comes from repeat clients, including the **City of Costa Mesa**. We provide our clients with the local knowledge and responsiveness of a small firm, backed by the depth of resources only a national firm can offer.

Technical Expertise and Relevant Services Offered

As a recognized nationwide leader in engineering consulting services, Kimley-Horn's professionals understand the complexities of HSIP projects and can develop informed solutions tailored to your specific needs. We have an extensive history of successfully completing similar traffic signal network upgrade projects on time and within budget. Our technical qualifications and strengths cover a wide variety of project types and requirements, which will be utilized as determined at each project site. Some of our principal practice areas include:

► Signal Timing Analysis and Signal System Design

For the past five decades, we have developed and implemented signal synchronization timing, created signal system plans, and built dozens of systems for numerous agencies.

Collectively, our team members have completed traffic signal timing and synchronization for over 2,000 traffic and interconnect signals, as well as traffic signal design for more than 5,000 signals, 550 Closed-Circuit Television (CCTV) designs, 30 Changeable Message Signs (CMS) designs, and over 2,000 miles of interconnect design plans and integration.

We have been responsible for virtually every aspect of traffic systems, including signal timing and coordination; plans, specifications, and estimates (PS&E); conceptual designs; operational feasibility; communication architecture; system design; software development; and deployment and implementation plans.

► Caltrans Experience

The City has received funding grants through the Caltrans Call for Projects for the federal HSIP Cycle 11. Kimley-Horn has completed numerous HSIPs, ranging from single intersections to multiple-intersection corridors. We understand that familiarity with the coordination and approval process is key to the timely completion of these projects.

► Bidding and Construction Support

Kimley-Horn routinely serves clients during the construction phases of their projects, providing bidding and construction support services to ensure project success from beginning to end. We can assist in preparing and distributing bid documents for the City, reviewing contractor bids, and preparing bid tabulations and contractor recommendations. Our years of experience with

construction contract administration have made our designs more cost-effective and practical, and have given us a unique ability to problem-solve in the field during construction.

Subconsultant Partners

Lin Consulting, Inc. (LCI) – Traffic Signal Plans

Founded in 1997, LCI is a certified SBE, UDBE, MBE, CBE, and SB-Micro-business enterprise. For over 27 years, LCI has been well-regarded for their traffic and electrical engineering services for traffic signal and safety improvements projects throughout Southern California. LCI has consistently produced quality designs in accordance with agency guidelines under tight time constraints and has a working relationship in the City of Costa Mesa. LCI has teamed up with Kimley-Horn for over 20 years.

Avant-Garde – Environmental and Caltrans LAPM

Avant-Garde has built a strong reputation for providing innovative and successful solutions for a number of public agencies throughout Southern California. Avant-Garde was incorporated in September 2002 and is a 100% woman-owned California Corporation. Avant-Garde is also a certified MBE, WBE, DBE, SBE). Their staff are experts in program management, compliance management, grant writing, and funding identification and administration.

AET & Associates, Inc. (AET) – Traffic Signal Timing Sheet Support

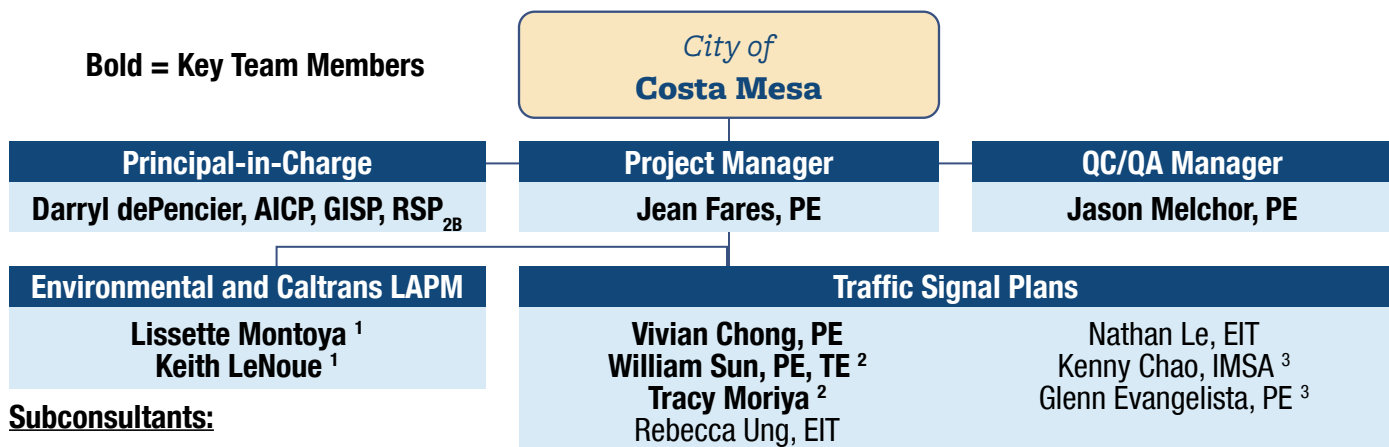
AET is a certified DBE, SBE and CBE firm, providing a wide range of system engineering, traffic engineering, ITS design, and transportation planning consulting services throughout Southern California. They are recognized locally for their ITS, implementation, networking, and integration expertise. AET engineers and planners have extensive expertise in traffic signal design, traffic signal timing, traffic management center (TMC), systems planning, traffic management, network engineering, systems engineering, and system implementation.

4.2 Proposed Team Members

Kimley-Horn understands that when you choose a consulting firm, you are really choosing the people who will bring you technical expertise, hands-on experience with similar projects, and a commitment to timely, high-quality deliverables and client service. Our project team is unsurpassed in local knowledge and relevant experience and has been structured to provide strong support to the City. Resumes of our proposed team members have been included in **Section 6 – Key Personnel**.

4.3 Team Organization

The organization chart below delineates the roles and responsibilities of both Kimley-Horn's key personnel and all subconsultant staff. Notably, our team will be led by **Jean Fares, PE**, a successful Kimley-Horn project manager with over 35 years of specialized experience in transportation engineering. Our proposed team consists of individuals with extensive experience working together to provide professional engineering services to similar agencies.



Subconsultants:

1. Avant-Garde
2. LIN Consulting, Inc.
3. AET & Associates, Inc.

4.4 Project Manager Experience and Commitment

Proposed project manager **Jean Fares, PE** has been leading HSIP projects throughout Southern California for **XX** years. His decades of relevant experience and commitment to the City make him very well suited to managing this project and our proposed team. ***Jean will commit 45% of his time to managing this project.***

4.5 Depth of Team Resources

The members of our project team were selected using three criteria: their experience with similar projects, their working relationship with the proposed team, and their availability to assume the technical responsibilities requested in the RFP. In order to confirm our team members' availability, Kimley-Horn uses a proactive management system known as "castaheads" to detail every project's personnel needs and determine each staff person's availability. This system forecasts our workload over a six-month period and helps to avoid work overload and shortfalls for each office and discipline.

4.6 Firm Structure – Corporation

Name: Kimley-Horn and Associates, Inc.
Incorporated: February 10, 1967
Corporate Office: 421 Fayetteville Street, Suite 600
 Raleigh, NC 27601

Local Office: 1100 Town and Country Road, Suite 700
 Orange, CA 92868
Date Local Office Opened: 1988

Kimley-Horn is not a partnership or joint venture.

4.7 Current and Previous Project Experience

Kimley-Horn has more than five decades of consecutive experience performing similar signalized intersection work for public agencies throughout Southern California. **We have included descriptions of our relevant project experience as a team and a matrix summarizing our team's extensive experience with similar projects on the following pages.**

5. FINANCIAL CAPACITY

Audited Financials

Per the City's RFP, we have provided copies of audited financials from the past three years within the **Appendix. Please note that this information is confidential and is not subject to public disclosure.**

6. KEY PERSONNEL

The table below identifies the members of staff who will be assigned to act in key management positions – please refer to the organization chart on page 9 for a complete list of additional support staff as well.

Resumes for each proposal staff member—including name, positions, phone number, email address, education, and years and type of relevant experience—are provided starting on the following page.

Key Staff Name and Role	Project Function
Jean Fares, PE, Project Manager	<ul style="list-style-type: none"> Main point of contact for City staff Guide the project team on all tasks. oversee and manage subconsultant effort, etc.
Darryl dePencier, AICP, GISP, RSP _{2B} , Principal-in-Charge	<ul style="list-style-type: none"> Guide the team through Caltrans LAPM requirements
Jason Melchor, PE, QC/QA Manager	<ul style="list-style-type: none"> Provide independent quality assurance Review of project documents and supporting data
Vivian Chong, PE, Traffic Signal Plans	<ul style="list-style-type: none"> Production of PS&E Packages Develop LPI Timing Sheets
Lissette Montoya and Kevin LeNoue (Avant-Garde), Environmental and Caltrans LAPM	<ul style="list-style-type: none"> Caltrans coordination Complete Caltrans documentation
William Sun, PE and Tracy Moriya (LIN Consulting), Traffic Signal Plans	<ul style="list-style-type: none"> Production of PS&E Packages

Client, Project Name, Location	Reference Information	Description of Work and Responsibilities
City of West Covina Preliminary Engineering Services (PE) Phase Services, HSIP Cycle 10 Improvements, West Covina, CA	Name: Okan Demirci Title: City Consultant Project Duration: 01/2023 – Ongoing Phone: 626.939.8425	Kimley-Horn was recently selected by the City of West Covina to provide design services for multiple traffic signals across the city. Preparation for this project included coordinating with local utility companies to obtain record base maps of utility lines in the area. Our team will coordinate with utility companies until the start of construction to facilitate adjustment and facility relocation. During the preliminary engineering phase, Kimley-Horn reviewed all available right-of-way maps, assessor parcel maps, easement information, as-built improvement plans, utility information, and survey information. Our team also conducted field investigations at each intersection location and prepared preliminary engineering plans to show tentative traffic signal improvements. Following City review and comments, our team will prepare 60%, 90%, and 100% complete PS&E construction documents to submit to the City for review. Once the project moves into the bidding phase, Kimley-Horn will assist the City staff with answering pre-bid questions and preparing responses to requests for information. Our team will also assist with coordination and support during the construction stages of the project. Finally, we will prepare updated traffic signal timing sheets for the intersections covered in the project and record drawing as-builts following completion of construction.
City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA	Name: Okan Demirci Title: City Consultant Project Duration: 09/2022 – Ongoing Phone: 626.939.8425	Kimley-Horn is working with the City of South El Monte to improve the safety and operability of 11 signalized intersections throughout the City. The City compiled collision data history and guidance from the Caltrans Local Roadway Safety Manual (LRSM) to develop two countermeasures: improve signal hardware and install pedestrian countdown signal heads. Our team is working with the City to evaluate each project site to determine the upgrades and improvements needed and provide preliminary environmental studies, plans, specifications & estimates (PS&E), bidding and construction support, and record drawings as-builts.
City of South El Monte, Traffic Signal Improvements at Lee Avenue/Garvey Avenue and Durfee Avenue/Peck Road, South El Monte, CA	Name: Okan Demirci Title: City Consultant Project Duration: 01/2023 – Ongoing Phone: 626.939.8425	Kimley-Horn is working with the City of South El Monte to design safety improvements at two signalized intersections: Lee Avenue and Garvey Avenue and Durfee Avenue and Peck Road–Michael Hunt Drive. Our team is providing left turn phasing; signal hardware improvements to the traffic signal lenses; backplates with retroreflective borders, mounting, size, and number; and installation of pedestrian countdown signal heads with audible push button display. Kimley-Horn is partnered with Avant-Garde, who is preparing the Categorical Exception documents and coordinating with the City to receive approval.
City of Monterey Park, Various Signalized Intersections along Garfield Avenue Between the Northern and Southern City Limits, Monterey Park, CA	Name: Anthony Bendezu Title: Civil Engineering Associate Project Duration: 06/2022 – Ongoing Phone: 626.307.1283	Nine intersections along Garfield Avenue underwent improvements through HSIP Cycle 9 funding. Kimley-Horn worked with the City to upgrade vehicle signal heads and install retroreflective borders on backplates and countdown pedestrian heads. The team coordinated with Caltrans to submit all necessary documentation, such as Local Assistance Procedures Manuals (LAPM) forms, environmental categorical exemption documents, right-of-way forms, and request for authorization for construction.
City of Maywood, Engineering Services for the Preparation of PS&E for HSIP Cycle 11 Traffic Signal Improvements at Various Locations, Maywood, CA	Name: Mohammad Mostahkami Title: Director of Public Works Project Duration: 10/2023 – Ongoing Phone: 323.563.9512	Kimley-Horn is currently working with the City to improve safety and operability at 12 existing signalized intersections through the installation of retroreflective signal heads, 12” vehicle heads, Leading Pedestrian Interval (LPI), and pedestrian countdown signal heads. Additional improvements include installing high-visibility pedestrian crossings at several intersections. This project received the majority of its funding from the HSIP program and our team worked closely with City staff to ensure the proper documentation was filed with Caltrans.
City of Norwalk, Norwalk Blvd Final Design Services for Traffic Signal Improvements, Norwalk, CA	Name: Okan Demirci Title: City Consultant Project Duration: 09/2022- Ongoing Phone: 626.939.8425	Kimley-Horn provided engineering services to the City of Norwalk for traffic signal improvements, ITS improvements, and signal timing coordination along Norwalk Boulevard. The project consists of left turn phasing improvements at six intersections, various other traffic signal upgrades, fiber-optic installation, communication equipment installation and upgrades, signing and striping upgrades, and curb ramp design. CEQA/environmental documentation is also required in support of a Categorical Exemption (CE) to submit to Caltrans for approval. Kimley-Horn’s services include PS&E, field review, research of relevant design standards and existing data, utility coordination, traffic count data collection, and development of signal timing coordination plans for AM, midday, PM, and weekend peak periods.
City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials, San Bernadino, CA	Name: Azzam Jabshah Title: Traffic Engineer Project Duration: 03/2020 – Ongoing Phone: 909.384.7251	Through HSIP Cycle 9 funding, the City of San Bernardino received funding to upgrade various signal hardware for 224 signalized intersections throughout the city. Proposed improvements at the intersections include upgrades to signal hardware components, including traffic signal heads, push buttons, and pedestrian signal heads. Most of the traffic signal hardware at the study intersections had been installed decades ago and required equipment upgrades to bring signal hardware component operations up to date to meet minimum ADA and California Manual on Uniform Traffic Control Devices (CA MUTCD) requirements. Kimley-Horn is providing PS&E services and assisting the City in updating outdated and damaged traffic signal hardware, installing new hardware where necessary, and improving safety by implementing or replacing traffic signal head components, pedestrian signal heads, and pedestrian push buttons. Kimley-Horn is providing civil, traffic, and environmental services, which include the PES and CEQA/NEPA documents.
City of Culver City, Signal Upgrade and Left Turn Phasing Project, No. HSIPL 5240 (035), Culver City, CA	Name: Andrew Maximous Title: Mobility and Traffic Engineering Manager Project Duration: 08/2018 – Ongoing Phone: 310.253.5634	Kimley-Horn was selected by the City of Culver City to provide designs for 12 signalized intersections in the city. Our services include field review and survey, utility research, ADA curb ramp design, the preparation of construction drawings for traffic signal modification design, and the installation of left turn phasing.



Jean Fares, PE

Project Manager; Bidding/Construction Support

Jean has 35 years of experience with the planning and design of traffic and transportation projects throughout California and the western U.S. As a registered Professional Engineer in California, he has provided traffic signal timing at over 2,500 locations, traffic signal design at over 2,000 locations, and signal system design at over 1,500 locations, and has wide-ranging experience with traffic operations, signing and marking plans preparation, Transportation Management Plans (TMPs), and traffic control plans. Jean also has extensive expertise in applying traffic engineering, ITS technologies, and communications infrastructure design to leading design-build transportation and transit projects.

Professional Credentials/Affiliations

- Bachelor of Science, California State Polytechnic University, Pomona
- Professional Engineer in California #2097
- Institute of Transportation Engineers (ITE), Member

RELEVANT EXPERIENCE

- **City of West Covina, Preliminary Engineering Phase Services, HSIP Cycle 10 Improvements, West Covina, CA**
– Project Manager
- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, HSIP, South El Monte, CA** – Project Manager
- **City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, HSIP, Monterey Park, CA** – Project Manager
- **City of Palm Springs, Traffic Signal Improvements, HSIP, Palm Springs, CA** – Project Manager
- **City of Culver City, Signal Upgrade and Left Turn Phasing, HSIP, Culver City, CA** – Project Manager
- **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials, HSIP, San Bernardino, CA** – Project Manager
- **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop, HSIP, West Hollywood, CA** – Project Manager
- **City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System, HSIP, Downey, CA** – Project Manager
- **City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement, HSIP, Santa Clarita, CA** – Deputy Project Manager
- **City of Santa Monica, Transit Priority System Phase 2 and ATMS, Phase 3, Santa Monica, CA** – Project Manager
- **Coachella Valley Association of Governments, Traffic Signal Synchronization Project (TSSP), Coachella Valley, CA** – Project Manager
- **City of Thousand Oaks, Rancho Road Sidewalks and Bike Lanes, HSIP, Thousand Oaks, CA** – Project Manager
- **County of Los Angeles, Woodruff Avenue TSSP, Los Angeles County, CA** – Project Manager
- **City of Glendale, Smart Corridor—San Fernando Road, Glendale, CA** – Project Manager
- **City of Santa Clarita, San Fernando Road Improvements, Santa Clarita, CA** – Project Manager
- **City of Downey, Imperial Highway Traffic Signal Fiber-Optic Communication System and Upgrades Project, Downey, CA** – Project Manager
- **County of Los Angeles, On-Call Traffic Design Services, Los Angeles County, CA** – Project Manager
- **City of Downey, On-Call Traffic Engineering Services, Downey, CA** – Project Manager
- **City of Long Beach, On-Call Traffic Engineering Services, Long Beach, CA** – Project Manager
- **City of Arcadia, Santa Anita Avenue Corridor Traffic Signal Improvement Design, Arcadia, CA** – Project Manager
- **City of Glendale, Consultant Services for Traffic Engineering and Fiber-Optic Communication Design, Glendale, CA**
– Project Manager
- **City of Burbank, TSSP for 18 Intersections Along Hollywood Way, Burbank, CA** – Project Manager

Jean Fares, PE*(Cont.)*

- **City of Burbank, San Fernando Road ITS Project, Burbank, CA** – Project Manager
- **City of Manhattan Beach, Advanced Traffic Signal System Project, Manhattan Beach, CA** – Project Manager
- **City of Santa Monica, Traffic Signal Timing Plans, Phase IV, Santa Monica, CA** – Principal-in-Charge
- **City of Agoura Hills, ITS Planning and Computerized Traffic Signal Synchronization, Agoura Hills, CA** – Project Manager
- **City of Santa Clarita, Sierra Highway Traffic Signal Interconnect and Adaptive System, Santa Clarita, CA** – Project Manager





Darryl dePencier, AICP, GISP, RSP_{2B}
Principal-in-Charge

Darryl has more than 15 years of experience in leading transportation and safety planning projects. He uses data-driven approaches to assess transportation system performance for operations, safety, equity, and other factors as needed. As a GIS Professional, Darryl uses GIS to efficiently assess existing conditions and analyze project alternatives. He has supported the development and implementation of GIS analysis methods for traffic performance assessment, traffic safety analysis, ADA transition plans, and other transportation planning functions. He is experienced in creating and applying adjustment factors and elasticities to evaluate Vehicle Miles Traveled (VMT) impacts of projects or developments that are typically not handled by travel demand models. He has worked on studies at the statewide, regional, local, and site-specific levels that include guidance documents, LRSPs, safety thresholds and audits, and local countermeasure recommendations.

RELEVANT EXPERIENCE

- **City of Maywood, LRSP, Maywood, CA** – Project Manager
- **Caltrans, California Strategic Highway Safety Plan (SHSP) Update and Implementation, Statewide, CA** – Project Planner
- **Caltrans, Safety Performance Measure Target Setting Analysis, Statewide, CA** – Project Planner
- **City of Ventura, Systemic Safety Analysis Report Program (SSARP), Ventura, CA** – Project Planner
- **City of Lancaster, SSARP, Lancaster, CA** – Project Manager
- **City of Santa Clarita, Citywide Analysis of Pedestrian and Bicycle Collisions SSARP, Santa Clarita, CA** – Project Planner
- **County of Ventura, LRSP, Ventura County, CA** – Project Manager
- **City of Artesia, LRSP, Artesia, CA** – Project Manager
- **City of Artesia, Active Transportation Plan, Artesia, CA** – Project Advisor
- **City of Anaheim, LRSP, Anaheim, CA** – Project Planner
- **City of Seal Beach, LRSP, Seal Beach, CA** – Project Planner
- **City of Eastvale, Systemic Safety Analysis Report (SSAR), Eastvale, CA** – Project Manager
- **City of Perris, LRSP, Perris, CA** – Project Manager
- **City of Palm Desert, LRSP, Palm Desert, CA** – Project Planner
- **City of La Quinta, SSAR, La Quinta, CA** – Project Planner
- **Orange County Transportation Authority (OCTA), Santa Ana Transit Cooperative Study, Santa Ana, CA** – Project Planner
- **City of Goleta, Traffic Safety Study for the SSAR/LRSP, Goleta, CA** – Project Planner
- **City of Imperial Beach, LRSP, Imperial Beach, CA** – Project Planner
- **County of Imperial, SSAR for Varied Roadways, Imperial County, CA** – Project Planner
- **Santa Cruz County Transportation Commission (SCCRTC), Unified Corridor Investment Study, Santa Cruz, CA** – Project Planner
- **San Benito Council of Governments (SBCOG), SR 25 Corridor Transit Alternatives Analysis, Hollister, CA** – Project Planner
- **Merced County Association of Governments, Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS) 2018, Merced, CA** – Project Planner
- **City of Monterey, VMT Assessment and Mitigation Strategies for General Plan Implementation, Monterey, CA** – Project Planner
- **Stanislaus Council of Governments (StanCOG), Preparation of the 2018 RTP, SCS, and Environmental Impact Report (EIR), Modesto, CA** – Project Planner

Professional Credentials/Affiliations

- Master of Urban Spatial Analytics, University of Pennsylvania
- Bachelor of Arts, Geography, Carleton University, Ottawa
- American Institute of Certified Planners #026552
- Geographic Information Systems Professional #59317
- Roadway Safety Professional (RSP₁) #279
- Roadway Safety Professional (RSP_{2B}) #17
- American Society of Landscape Architects, Member
- U.S. Green Building Council—National Capital Region, Member
- Cal Poly San Luis Obispo Landscape Architecture Department, Advisory Board



Jason Melchor, PE

QC/QA Manager

Jason has over 25 years of experience in the management, design, and review of traffic engineering projects in California and has worked with clients in Los Angeles, Orange, Riverside, San Bernardino, Santa Barbara, and San Diego counties. His traffic engineering experience includes traffic signal design, signing and striping, traffic control, street lighting, signal interconnect and ITS design plans, and he has served as a key staff member on many transportation studies, safety studies, traffic and civil engineering design, and active transportation projects.

Professional Credentials/Affiliations

- Bachelor of Science, Civil Engineering, University of California, Irvine
- Professional Engineer in California #65218
- Institute of Transportation Engineers (ITE), Member
- Orange County Traffic Engineering Council (OCTEC), Member

RELEVANT EXPERIENCE

- **City of South El Monte, Design Services for Traffic Signal Improvements at Various Signalized Intersections, South El Monte, CA** – Task Lead, Traffic Signal Plans
- **City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, Monterey Park, CA** – Project Engineer
- **City of Palm Springs, Traffic Signal Improvements, Palm Springs, CA** – Project Engineer
- **City of Culver City, Signal Upgrade and Left Turn Phasing, Culver City, CA** – QC/QA Reviewer
- **City of San Bernardino, Upgrade of Various Signal Hardware on 224 Signalized Intersections on Various Arterials (HSIP), San Bernardino, CA** – Project Engineer
- **City of West Hollywood, Civil Engineering Design Services for Sunset/Santa Monica Fiber Loop, West Hollywood, CA** – Project Engineer
- **City of Downey, Paramount Boulevard Traffic Signal Upgrade and Fiber-Optic Communication System, Downey, CA** – Project Engineer
- **City of Santa Clarita, Wiley Canyon Road at Orchard Village Road and Newhall Avenue at Railroad Avenue Intersection Improvement, Santa Clarita, CA** – Project Engineer
- **City of Orange, Traffic Engineering Services, South Glassell Street at Palmyra Avenue, New Traffic Signal Project (HSIP), Orange, CA** – Project Manager
- **City of Santa Monica, Transit Priority System Phase 2 and ATMS, Phase 3, Santa Monica, CA** – Project Engineer
- **City of Goleta, Citywide Traffic Signal Upgrade Project (HSIP), Goleta, CA** – Project Manager
- **City of Buena Park, Auto Center Drive Traffic Signal and Median Design, Buena Park, CA** – Project Manager
- **City of Anaheim, Protected Left Turn Signal at Four Intersections (HSIP), Anaheim, CA** – Project Manager
- **City of Anaheim, Anaheim Boulevard at Santa Ana Street Traffic Signal Modification, Anaheim, CA** – Project Manager
- **City of Orange, Traffic Engineering Services, Glassell Street, Orange, CA** – Project Manager
- **City of Orange, Glassell Avenue Left Turn Lanes at Meats and Collins Avenue (HSIP), Orange, CA** – Project Manager
- **City of Fountain Valley, Euclid Street Traffic Signal Design, Fountain Valley, CA** – Project Engineer
- **City of Irvine, Design for Kazan/Walnut Traffic Signal Improvements, Irvine, CA** – Project Engineer
- **City of Newport Beach, East Coast Highway Signal Rehabilitation (10 intersections), Newport Beach, CA** – Project Manager
- **OCTA, Traffic Signal Synchronization Master Plan 2020 Update, Orange County, CA** – Project Engineer
- **OCTA, Chapman Avenue Traffic TSSP, Orange County, CA** – Project Engineer
- **OCTA, Crown Valley Parkway TSSP, Orange County, CA** – Project Engineer
- **City of Chino, Euclid Street Traffic Signal Design, Chino, CA** – Project Engineer
- **City of Rancho Mirage, Traffic Signal Interconnect Improvements, Rancho Mirage, CA** – Project Engineer
- **City of Jurupa Valley, Pedley Road at Jurupa Road Intersection Improvements, Jurupa Valley, CA**

Jason Melchor, PE*(Cont.)*

- Project Manager
- **City of Jurupa Valley, Preparation of Traffic Signal Warrants and Design of Traffic Control Devices, Limonite Avenue and Marlatt Street, Jurupa Valley, CA** – Project Manager
- **City of Rancho Cucamonga, Base Line Road Traffic Signal Interconnect and Signal Coordination, Rancho Cucamonga, CA** – Project Engineer
- **City of Moreno Valley, On-Call Traffic and Transportation Plan Review Services, Moreno Valley, CA** – Project Engineer
- **City of Palm Desert, Traffic Operations and Capacity Improvements, Palm Desert, CA** – Project Engineer





Lissette Montoya
Environmental and Caltrans LAPM



Ms. Montoya has more than 20 years of comprehensive expertise in project management and analysis, funding management, grant administration, and community outreach programs. She is experienced in issues impacting City governments and contract administration. Ms. Montoya is the Vice-President and CFO of Avant-Garde. She has experience in identifying federal and state fund allocation balances, programming funds, and administers long-and-short range programs consistent with the economic capabilities of the City. Ms. Montoya directs the Program Management team to ensure that projects are developed in accordance with policy and procedural requirements, assists in determining eligible projects for various funding sources, and manages development and capital improvement programs/projects from conception to completion. Ms. Montoya has assisted various agencies in performing a variety of analyses and studies to identify State and Federal funding options; performed time-critical and confidential studies related to fiscal and administrative requirements of grant programs; assisted in the grants solicitation process; planned and coordinated the implementation of awarded grants to ensure that the City was in compliance with applicable laws and regulations, and monitored and audited grant expenses. Under her direction, our team has successfully monitored federal and state funding for municipal agencies throughout Southern California and written grants to secure over \$483.1 million in funding for government agencies.

Professional Credentials/Affiliations

- Masters, Business Administration, California State Polytechnic University, Pomona
- Bachelor of Arts, Business Management, California State Polytechnic University, Pomona

RELEVANT EXPERIENCE

- **City of Bell Gardens, HSIP Cycle 8, Bell Gardens, CA** – Funding Manager
- **City of Commerce, HSIP Cycle 7, Commerce, CA** – Funding Manager
- **City of Lynwood, HSIP Cycle 5, Lynwood, CA** – Funding Manager
- **City of Manhattan Beach, HSIP Cycle 5, Manhattan Beach, CA** – Funding Manager
- **City of Monterey Park, HSIP Cycle 9, Monterey Park, CA** – Funding Manager
- **City of South El Monte, HSIP Cycle 9, South El Monte, CA** – Funding Manager
- **City of Industry, SR-57/60 Confluence, Industry, CA** – Project/Funding Manager
- **City of Industry, Local Highway Bridge Program, Industry, CA** – Project/Funding Manager
- **City of Industry, Lemon Ave Interchange, Industry, CA** – Project/Funding Manager
- **City of La Mirada, Alondra/Valley View Improvements, La Mirada, CA** – Project/Funding Manager
- **City of Temple City, Rosemead Blvd Beautification & Enhancements, Temple City, CA** – Funding Manager
- **Caltrans Local Assistance Process for various projects and various agencies including: Alhambra, Bell Gardens, Carson, Culver City, Commerce, El Monte, La Canada Flintridge, Lynwood, Manhattan Beach, Montebello, Monterey Park, Norwalk, Rosemead, South El Monte, Temple City, Ventura, and West Covina**



Keith LeNoue
Environmental and Caltrans LAPM



Mr. LeNoue has over three years of experience in administrative and municipal program services and contract administration. As a Program Coordinator, Mr. LeNoue's main responsibilities include fund administration, grant research and writing, community outreach support, and program management services. He has worked in conjunction with the project managers of the company and served as a liaison to provide support on various projects.

Mr. LeNoue assists clients by identifying federal and state fund allocation balances, assisting in determining eligible projects, and providing advisement of program requirements. He is experienced in issues impacting City governments and has developing expertise in contract administration. His responsibilities have included interfacing with Federal, State and Local Agencies to define, develop, and manage project scopes, schedules, cooperative agreements and overall project management to ensure projects are delivered on time and on schedule. Mr. LeNoue has experience in preparing documents in accordance with the Local Assistance Procedures Manual for federally funded projects. He assists with processing documentation for projects to obtain Caltrans authorizations and reimbursement requests.

Professional Credentials/Affiliations

- Masters, Business Administration, Azusa Pacific University
- Bachelor of Arts, Business Management, Azusa Pacific University

RELEVANT EXPERIENCE

- **City of Bell Gardens, HSIP Cycle 8, Bell Gardens, CA** – Funding Coordinator
- **City of Commerce, HSIP Cycle 7, Commerce, CA** – Funding Coordinator
- **City of Commerce, HSIP Cycle 8, Commerce, CA** – Funding Coordinator
- **City of Lynwood, HSIP Cycle 9, Lynwood, CA** – Funding Coordinator
- **City of Manhattan Beach, HSIP Cycle 5, Manhattan Beach, CA** – Funding Coordinator
- **City of Monterey Park, HSIP Cycle 7, Monterey Park, CA** – Funding Coordinator
- **City of Monterey Park, HSIP Cycle 4, Monterey Park, CA** – Funding Coordinator
- **City of Monterey Park, HSIP Cycle 9, Monterey Park, CA** – Funding Coordinator
- **City of La Mirada, Alondra/Valley View Improvements, La Mirada, CA** – Funding Coordinator
- **City of Norwalk, HSIP Cycle 6, Norwalk, CA** – Funding Coordinator
- **City of Norwalk, HSIP Cycle 7, Norwalk, CA** – Funding Coordinator
- **City of Norwalk, HSIP Cycle 8, Norwalk, CA** – Funding Coordinator
- **City of South El Monte, HSIP Cycle 7, South El Monte, CA** – Funding Coordinator
- **City of South El Monte, HSIP Cycle 9, South El Monte, CA** – Funding Coordinator
- **City of Industry, Local Highway Bridge Program, Industry, CA** – Project/Funding Coordinator
- **City of Montebello, Montebello Way Traffic Signal Improvement HSIP, Montebello, CA** – Funding Coordinator
- **City of Montebello, Montebello Blvd Improvements ATP, Montebello, CA** – Funding Coordinator
- **City of Montebello, Arroyo Drive Improvements, Montebello, CA** – Funding Coordinator
- **City of El Monte, Santa Anita Ave Active Transportation CIP, El Monte, CA** – Funding Coordinator
- **City of El Monte, Ramona/Valley Intersection Improvements, El Monte, CA** – Funding Coordinator
- **City of El Monte, Ramona Boulevard Resurfacing, El Monte, CA** – Funding Coordinator
- **Caltrans Local Assistance Process for various projects and various agencies including: Alhambra, Bell Gardens, Carson, Culver City, Commerce, El Monte, La Canada Flintridge, Lynwood, Manhattan Beach, Montebello, Monterey Park, Norwalk, Rosemead, South El Monte, Temple City, Ventura, and West Covina**



Vivian Chong, PE

Traffic Signal Plans; Bidding/Construction Support

Vivian is a civil engineer and has led and managed projects involving signal design, fiber-optic design, signing and striping, ADA curb ramp design, and traffic control for multiple jurisdictions throughout her career at Kimley-Horn. She has a strong background in projects involved with increasing safety for pedestrians and bicyclists, delivered on multiple projects with strict schedules, and familiar with HSIP, ATP, and SS4A grant funding requirements. She has extensive experience at every step of a project, such as executing site visits, producing plans, specifications, and estimate packages, managing budgets, keeping the project on schedule, coordinating with various jurisdictions, subconsultants, and utility companies, and providing support during the bidding and construction phases.

Professional Credentials/Affiliations

- Bachelor of Science, Civil and Environmental Engineering, University of California, Los Angeles
- Professional Engineer in California #95833

RELEVANT EXPERIENCE

- **County of Los Angeles, Eastern Ave Traffic Signal Synchronization Project, Los Angeles County, CA**
– Project Engineer
- **County of Los Angeles, Rosecrans Ave Traffic Signal Synchronization Project, Los Angeles County, CA**
– Project Engineer
- **County of Los Angeles, Woodruff Ave Traffic Signal Synchronization Project, Los Angeles County, CA**
– Project Analyst
- **City of Palm Desert, Traffic Operations and Capacity Improvements Project, Palm Desert, CA** – Project Analyst
- **City of Maywood, Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 11 Improvements, Maywood, CA** – Project Manager
- **City of Menifee, Citywide Traffic Signal Safety Improvement Design Services, Menifee, CA** – Project Manager
- **City of West Covina Preliminary Engineering Services (PE) Phase Services, HSIP Cycle 10 Improvements, West Covina, CA** – Project Manager
- **City of South El Monte, Traffic Signal Improvements at Various Signalized Intersections HSIP Cycle 9 Project, South El Monte, CA** – Project Manager
- **City of South El Monte, Traffic Signal Improvements at Lee Ave & Garvey Ave and Durfee Ave & Peck Rd HSIP Cycle 10 Project, South El Monte, CA** – Project Manager
- **City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Ave HSIP Cycle 9 Project, Monterey, CA** – Project Manager
- **City of Culver City, MOVE Culver City 2023, Culver City, CA** – Project Engineer
- **County of Ventura, Las Posas Rd and 5th St Intersection Improvements, Ventura, CA** – Project Manager
- **City of Manhattan Beach, Manhattan Beach Advanced Traffic Signal Project, Manhattan Beach, CA** – Project Analyst
- **City of Inglewood, Intelligent Transportation Systems (ITS) Gap Closure Part II, Inglewood, CA** – Project Analyst
- **City of Santa Clarita, Slurry Seal Signing and Striping Project, Santa Clarita, CA** – Project Manager
- **City of Santa Clarita, Newhall Bike Boulevard, Santa Clarita, CA** – Project Engineer
- **City of Santa Clarita, Copper Hill Drive Traffic Signal and Interconnect, Santa Clarita, CA** – Project Analyst
- **City of Thousand Oaks, Thousand Oaks Boulevard Pedestrian Crossing, Thousand Oaks, CA** – Project Analyst
- **City of Palm Springs, Citywide Engineering and Traffic Survey (E&TS), Palm Springs, CA** – Project Analyst



William Sun, PE, TE
Traffic Signal Plans

Mr. Sun has over 30 years of traffic engineering and transportation planning experience working as a consultant with various agencies throughout California.

His extensive design experience includes the design of Traffic, Electrical and Intelligent Transportation System (ITS) including traffic signal systems, signal interconnect and fiber optic communication systems, ramp metering systems, traffic monitoring systems, closed circuit television systems, roadway lighting, signing/stripping, worksite traffic control plans, detour plans, traffic operation and analysis, and Transportation Management Plans (TMP). Mr. Sun has provided his expertise on several major highway and multimodal projects for various agencies throughout California including Caltrans, metropolitan authorities, counties, and local cities. Mr. Sun has managed a number of design-build projects including Metro I-10/I-110 ExpressLanes, Exposition LRT/Mid-City Phase 1, Westside Purple Line Segment 2 and 3, and North Hollywood Station Underpass. His experience combined with his knowledge of current standards and best practices provide his clients with effective design solutions and well-prepared construction documents.

LIN Consulting, Inc.

Traffic, Civil, and Electrical Consulting Engineers

Professional Credentials/Affiliations

- Bachelor of Arts, Civil Engineering, University of California, Berkeley
- Professional Civil Engineer in California #57664
- Professional Traffic Engineer in California #2197
- Institute of Transportation Engineers, Member
- American Society of Civil Engineers, Member

RELEVANT EXPERIENCE

- **Los Angeles County Metropolitan Transportation Authority (LACMTA), Westside Purple Line Extension, Section 3 Tunnels Project** – Design/Build, Los Angeles, CA – Principal-in-Charge
- **LACMTA, Westside Purple Line Extension, Section 3 Stations Project - Design/Build, Los Angeles, CA** – Principal-in-Charge
- **LACMTA, Westside Purple Line Extension, Section 2, Los Angeles, CA** – Project Manager
- **City of Irvine, Jamboree Road/Michelson Drive Pedestrian Bridge, Irvine, CA** – Principal-in-Charge
- **City of Moreno Valley, Alessandro-Elsworth Intersection Improvements, Moreno Valley, CA** – Principal-in-Charge and Project Manager
- **City of Ventura, Traffic Signal at Telegraph Road and Claremont Way Intersection, Ventura, CA** – Principal-in-Charge
- **San Gabriel Valley Council of Governments (SGVCOG), Montebello Avenue Grade Separation Traffic Study, Montebello, CA** – Principal-in-Charge
- **LACMTA, LA County Grade Crossing and Safety Program, Los Angeles, CA** – Principal-in-Charge
- **City of Fontana, I-15/Duncan Canyon Road Interchange, Fontana, CA** – Task Manager
- **LACMTA, Raymer to Bernson Double Track, Los Angeles, CA** – Project Manager
- **SGVCOG, Puente Avenue Grade Separation Project, Industry, CA & Unincorporated Los Angeles County, CA** – Task Manager
- **LACMTA, Countywide Metro Rapid Signal Priority Expansion Project (Phase II), Los Angeles County, CA** – Project Engineer



Tracy Moriya
Traffic Signal Plans

Tracy Moriya has over 36 years of experience in management and design of traffic engineering and transportation projects. His professional experience includes design of transportation systems, traffic signals, Intelligent Transportation Systems (ITS), guardrail design, CCTV video communication design, roadway and highway lighting, traffic signal system design, signing and striping, stage construction/handling, traffic control. He is an expert in developing design plans, as well as municipal engineering for traffic signal systems, fiber optic interconnect, traffic control, signing and striping projects, street lighting design street lighting design projects. Through his career, he has been involved in over 700 traffic signal design and coordination projects, ranging from minor modification of controller upgrades to installations /modifications of corridors with over 60 intersections. Tracy has worked with numerous agencies including the City of Los Angeles, Los Angeles County, Caltrans District 7, 8, & 12, Cities of Santa Monica, San Fernando, Long Beach, Inglewood, Norwalk, Brea, South Gate, Redondo Beach, Downey, Bell Gardens, Santa Fe Springs, Santa Clarita, Diamond Bar, Huntington Beach, Pomona, Anaheim, Irvine, Santa Ana, Corona, Tustin, Costa Mesa, Orange, San Marcos, Riverside, Moreno Valley, Cathedral City, Palm Springs, Chino, Chino Hills, Colton, Rancho Cucamonga, Ontario, Upland, Rialto, Fontana, Redlands, San Bernardino, San Bernardino County, Highland, Yucaipa and the Port of Long Beach, Port of Oakland and Los Angeles World Airports.



Professional Credentials/Affiliations

- California State University Long Beach, Mathematics
- University of Irvine, Mathematics
- Institute of Transportation Studies (ITS) Extension, Traffic signal design
- University of California Extension, Street lighting design
- Northwestern University Traffic Institute, Intersection & Channelization Design
- Westech College, Microstation Intergraph PC Graphics and Computer
- Aided Drafting (CAD)
- President- Riverside/San Bernardino ITE (RSBITE)
- Member, Institute of Transportation Engineers (ITE)

RELEVANT EXPERIENCE

- **City of Fontana, Foothill Blvd from hemlock Avenue to Almeria Avenue Street Improvement, Fontana, CA**
– Project Manager
- **City of Rancho Cucamonga, Etiwanda Grade Separation, Rancho Cucamonga, CA** – Project Manager
- **City of San Bernardino, PS&E for Upgrading Various Signal Hardware on 224 Signalized Intersections, San Bernardino, CA** – Project Manager
- **City of Lancaster, Lancaster Avenue I and 17th Street West Bus Stop Improvement, Lancaster, CA**
– Project Manager
- **City of Santa Clarita, Circulation Improvement Phase II & III, Santa Clarita, CA** – Project Manager
- **SBCTA, I-215 Bi-County Landscape, San Bernardino County, CA** – Project Manager
- **LACMTA, Whittier Blvd Intersection Improvement, Whittier, CA** – Project Manager



Rebecca Ung, EIT

Traffic Signal Plans

Rebecca is a transportation analyst that has experience in signing and striping design, traffic signal modifications, traffic mitigation efforts, and traffic operations. She has experience in AutoCAD, Microsoft Excel, and Synchro. Also, Rebecca has worked on HSIP projects, opinions of probable costs, and encroachment permit applications for multiple local jurisdictions.

Professional Credentials/Affiliations

- Bachelor of Science, Civil Engineering, University of California, Irvine
- Engineer-in-Training, NCEES, #176402
- American Society of Civil Engineers (ASCE), Student Chapter

RELEVANT EXPERIENCE

- **City of Santa Clarita, Newhall Bike Boulevard, Santa Clarita, CA** – Project Analyst
- **City of Culver City, Overland Avenue Bike Lane, Pedestrian, and High Friction Surface Treatment (HFST) Improvement Project, Culver City, CA** – Project Analyst
- **City of West Covina Preliminary Engineering Services (PE) Phase Services, HSIP Cycle 10 Improvements, HSIPL-5259 (030), West Covina, CA** – Project Analyst
- **City of Inglewood, Intelligent Transportation Systems (ITS) Gap Closure Part II, Inglewood, CA** – Project Analyst





Nathan Le, EIT

Traffic Signal Plans

Nathan is a transportation analyst experienced in traffic signal design, signing and striping design, and traffic operations. He has worked on design specifications, opinions of probable costs, utility plans, data collection and field review for multiple local jurisdictions. He has experience in AutoCAD and BlueBeam Revu.

Professional Credentials/Affiliations

- Bachelor of Science, Civil Engineering, University of California, Davis
- Engineer-in-Training in California, #179054

RELEVANT EXPERIENCE

- **City of Culver City, Overland Avenue Bike Lane, Pedestrian, and High Friction Surface Treatment (HFST) Improvement Project, Culver City, CA** – Project Analyst
- **City of Riverside, Local Road Safety Plan, Riverside, CA** – Project Analyst
- **City of Inglewood, Intelligent Transportation Systems (ITS) Gap Closure Part II, Inglewood, CA** – Project Analyst
- **Culver City, MOVE Culver City Independent Data Validation, Culver City, CA** – Project Analyst





Kenny Chao, IMSA
Senior Engineer

Kenny is a traffic and ITS engineer with 22 years of experience who skillfully meets challenges and creates positive change. He has managed and designed projects

for various local agencies and Caltrans in the design of traffic signals, roadway lighting, fiber optic communication networks, CCTV systems, signing, striping, construction staging, and temporary traffic control.

Kenny has designed more than 750 traffic signals, 500 miles of fiber optic, and 100 roadway lighting systems. He has hands-on experience with the roadside equipment and the technologies needed to successfully implement and integrate numerous advanced traffic signal controller software and equipment systems.



Professional Credentials/Affiliations

- Executive Master in Business Administration, Chapman University
- Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona
- International Municipal Signal Association #AA 111992 & ZZ 111992

RELEVANT EXPERIENCE

- **City of Costa Mesa, Baker-Placentia-Victoria-19th Street Regional Traffic Signal Synchronization Project, Orange County, CA** – Project Manager
- **Orange County Transportation Authority (OCTA), OCTA Regional Traffic Signal Synchronization Program (TSSP), Orange County, CA** – Various Roles
- **OCTA, Westminster/17th Street (TSSP), CA** – Deputy Project Manager, Technical Advisor, And Task Lead
- **OCTA, Magnolia Street (TSSP), CA** – Principal-in-Charge, Task Lead For PS&E And Construction & System Integration
- **OCTA, Olympiad/Felipe (TSSP), Mission Viejo, CA** – Principal-in-Charge, Task Lead, And Technical Advisor
- **OCTA, State College Boulevard (TSSP), Anaheim, CA** – Project Manager
- **OCTA, Fairview Road, Costa Mesa, CA** – Task Lead
- **OCTA, Avenida Pico and El Camino Real (TSSP), San Clemente, CA** – Design Engineer
- **OCTA, Barranca Parkway, Von Karman Avenue, Irvine Center Drive, Macarthur Boulevard Signal Coordination Projects, Irvine, CA** – Project Engineer
- **City of Irvine/Caltrans District 12 Citv and Fiber Optic Design, Irvine, CA** – Project Manager
- **Caltrans District 12/OCTA, Beach Boulevard Traffic Light Synchronization Project (TSSP), CA** – Lead Designer
- **OCTA, Westminster/17th Street TSSP, Cities of: Santa Ana, Westminster, Huntington Beach, CA** – Deputy Project Manager, Technical Advisor, And Task Lead
- **OCTA, Magnolia Street TSSP, Cities of: Huntington Beach, Westminster, Garden Grove, Cypress, CA** – Principal-In-Charge, Task Lead for PS&E And Construction & System Integration
- **Fairview Road, Costa Mesa, CA** – Task Lead
- **City of Anaheim, City and ITS, and Fiber-Optic Communications System Design, Anaheim, CA** – Project Manager



Glenn Evangelista, PE
Senior Engineer

Glenn is a Civil Engineer with sixteen years of experience in transportation/traffic engineering in Plans, Specifications, and Estimates (PS&E) for numerous local, state, and federal agencies. His relevant experience includes horizontal/vertical alignment design, roadway widening and rehabilitation, signing & striping design, signal design, railroad at-grade crossing signal design, plan production, utility mapping, field verification/study, drafting, traffic impact analysis, technical writing, and project management. Glenn is familiar with the California MUTCD, Caltrans Standard Plans, AASHTO Green Book, and various city agency drafting/design standards. Glenn is proficient in drafting using AutoCAD Civil 3D, MicroStation, and various software.



Professional Credentials/Affiliations

- Bachelor of Science, Civil Engineering, California State University, Long Beach
- Professional Engineer in California # 94231

RELEVANT EXPERIENCE

- **Caltrans District 8, San Bernardino County Transportation Authority (SBCTA), City of Redlands - I-10 / University Street, Redlands, CA** – Design Engineer
- **City of Los Angeles, Complete Streets Program (TOS 38), Los Angeles, CA** – Design Engineer And Project Lead
- **City of Los Angeles, Los Angeles Riverway Project, Los Angeles, CA** – Project Lead and Design Engineer
- **City of Pasadena, Mountain Street Complete Streets, Pasadena, CA** – Project Lead and Design Engineer
- **City of Compton, Wilmington Avenue Safe Street Pedestrian/Bicycle Improvement Project, Compton, CA** – Design Engineer
- **City of Los Angeles, Glendale-Hyperion Complex of Bridges Improvement Project, Los Angeles, CA** – Design Engineer
- **City of Torrance, Crenshaw Boulevard Rehabilitation (182nd Street to Redondo Beach Boulevard), Torrance, CA** – Design Engineer



COST PROPOSAL

Per the City's RFP, we have provide our cost proposal as a separate PDF attachment on PlanetBids.

DISCLOSURE

Kimley-Horn does not have any past or current business or personal relationships with any current Costa Mesa elected/appointed officials, City employees, or family members of Costa Mesa officials/staff.

SAMPLE PROFESSIONAL SERVICE AGREEMENT

Kimley-Horn has reviewed the sample Professional Services Agreement and would like to discuss the following modifications with the City that are congruent with previously negotiated terms.

1.0 **Services Provided by Consultant**

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

1.4 Warranty. Consultant ~~warrants that it~~ shall ~~exercise the professional standard of care to~~ 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 judgements 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 ~~negligent~~ performance under this Agreement.

5.0 **Insurance**

5.1 **Minimum Scope and Limits of Insurance.**

(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.

6.0 **General Provisions**

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, ~~at Consultant's sole expense,~~ from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees ~~to the extent~~ arising out of the ~~negligent~~ 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.

FORMS TO ACCOMPANY PROPOSAL

Per the City's RFP, we have included the following forms starting on the next page:

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



**VENDOR APPLICATION FORM
FOR
RFP No. 25-04 SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS
(FEDERAL PROJECT NO. HSIPL-5312(107))**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Kimley-Horn and Associates, Inc.

Contact Person for Agreement: Jean B. Fares, PE

Title: Senior Vice President E-Mail Address: Jean.Fares@kimley-horn.com

Business Telephone: 714.939.1030 Business Fax: N/A

Corporate Mailing Address: 1100 W. Town and Country Rd, Ste. 700

City, State and Zip Code: Orange, CA 92868

Contact Person for Proposals: Vivian Chong, PE

Title: Project Manager E-Mail Address: Vivian.Chong@kimley-horn.com

Business Telephone: 213.354.9396 Business Fax: N/A

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
<u>Barry L. Barber, Chairman</u>	<u></u>	<u>919.677.2000</u>
<u>Steven E. Lefton, CEO, President</u>	<u></u>	<u>703.674.1300</u>
<u>Richard N. Cook, Senior Vice President, Secretary</u>	<u></u>	<u>919.677.2000</u>
<u>Tammy L. Flanagan, CFO, Senior Vice President</u>	<u></u>	<u>919.677.2000</u>
<u>David L. McEntee, Vice President, Treasurer, Assistant Secretary</u>	<u></u>	<u>919.677.2000</u>
<u></u>	<u></u>	<u></u>

Federal Tax Identification Number: 56-0885615

City of Costa Mesa Business License Number: 60170

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

City of Costa Mesa Business License Expiration Date: January 31, 2025

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. 25-04 SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS (FEDERAL PROJECT NO. HSIPL-5312(107))** at any time after August 27, 2024.



Signature

Date: September 19, 2024

Jean B. Fares, PE, Senior Vice President

Print

OR

I certify that Proposer or Proposer's representatives have communicated after August 27, 2024 with a City Councilmember concerning informal **RFP No. 25-04 SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS (FEDERAL PROJECT NO. HSIPL-5312(107))**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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



Jean B. Fares, PE, Senior Vice
President Kimley-Horn and Associates,
Inc.

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.

A handwritten signature in blue ink, appearing to read "Jean B. Fares", with a stylized flourish at the end.

Jean B. Fares, PE, Senior Vice President
September 19, 2024

COMPANY PROFILE & REFERENCES

Company Legal Name: Kimley-Horn and Associates, Inc.

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

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

Business Address: 1100 W. Town and Country Rd, Ste. 700, Orange, CA 92868

Website Address: www.kimley-horn.com

Telephone Number: 213.354.9402

Facsimile Number: N/A

Email Address: Vivian.Chong@kimley-horn.com

Length of time the firm has been in business: 57 years

Length of time at current location: 26 years

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: 56-0885615

Regular Business Hours: Monday - Thursday 7:30 a.m. - 5:30 p.m., Friday 7:30 a.m. - 11:30 a.m.

Regular holidays and hours when business is closed: Closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

Contact person in reference to this solicitation: Vivian Chong, PE

Telephone Number: 213.354.9396

Facsimile Number: N/A

Email Address: Vivian.Chong@kimley-horn.com

Contact person for accounts payable: Mitchell Wong

Telephone Number: 714.786.6307

Facsimile Number: N/A

Email Address: Mitchell.Wong@kimley-horn.com

Name of Project Manager: Vivian Chong, PE

Telephone Number: 213.354.9396

Facsimile Number: N/A

Email Address: Vivian.Chong@kimley-horn.com

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name: City of Anaheim

Telephone Number: 714.765.4991

Contact Name: Rafael Cobian, City Traffic Engineer

Contract Amount: \$109,873

Email: rcobian@anaheim.net

Address: 200 S. Anaheim Boulevard, Anaheim, CA 92805

Brief Contract Description: City of Anaheim, Protected Left-Turn Signal Improvement Project at 4 Intersections (HSIPL-5055 (196)) The City selected Kimley-Horn to assist with the Protected Left Turn Signal Improvement project. The project includes traffic signal modifications to four existing intersections to provide protected left-turn phasing. These improvements were part of the HSIP Cycle 10 grant from Caltrans. The presence of a significant number of broadside collisions at these four intersections demonstrated a need to implement safety countermeasures. Kimley-Horn's scope of work includes project management, utility coordination, preliminary engineering, PS&E, and bid and construction support.

Company Name: City of Culver City

Telephone Number: 310.253.5634

Contact Name: Andrew Maximous, Mobility and Traffic Engineering Manager

Contract Amount: \$54,285

Email: andrew.maximous@culvercity.org

Address: 9770 Culver Boulevard, Culver City, CA 90232

Brief Contract Description: City of Culver City, Signal Upgrade and Left Turn Phasing, Culver City, CA [HSIP] Kimley-Horn was selected by the City of Culver City to provide designs for 12 signalized intersections in the City. Our duties include field review and survey, utility research, ADA curb ramp design, and the preparation of construction drawings for traffic signal modification design and the installation of left-turn phasing at the intersections.

Company Name: City of Monterey Park

Telephone Number: 626.307.1283

Contact Name: Anthony Bendezu, Civil Engineering Associate

Contract Amount: \$51,505

Email: abenedezu@montereypark.ca.gov

Address: 320 West Newmark Avenue, Monterey Park, CA 91754

Brief Contract Description: City of Monterey Park, Design Engineering Services for Various Signalized Intersections Along Garfield Avenue, HSIP Cycle 9, Monterey Park, CA [HSIP] Nine intersections along Garfield Avenue underwent improvements through HSIP Cycle 9 funding. Kimley-Horn worked with the City to upgrade vehicle signal heads and install retroreflective borders on backplates and countdown pedestrian heads. The team coordinated with Caltrans to submit all necessary documentation, such as Local Assistance Procedures Manuals (LAPM) forms, environmental categorical exemption documents, right-of-way forms, and request for authorization for construction.

Company Name: City of West Covina

Telephone Number: 626.939.8425

Contact Name: Okan Demirci, PE

Contract Amount: \$194,123

Email: okan.demirci@transtech.org

Address: 1415 North Santa Anita Avenue, South El Monte, CA 91733

Brief Contract Description: City of West Covina, Preliminary Engineering Phase Services, HSIP Cycle 10 Improvements, West Covina, CA [HSIP] Kimley-Horn was recently selected by the City of West Covina to provide design services for multiple traffic signals across the city. Preparation for this project included coordinating with local utility companies to obtain record base maps of utility lines in the area. Our team will coordinate with utility companies until the start of construction to facilitate adjustment and facility relocation. During the preliminary engineering phase, Kimley-Horn reviewed all available right-of-way maps, assessor parcel maps, easement information, as-built improvement plans, utility information, and survey information. Our team also conducted field investigations at each intersection location and prepared preliminary engineering plans to show tentative traffic signal improvements. Following City review and comments, our team will prepare 60%, 90%, and 100% complete PS&E construction documents to submit to the City for review. Once the project moves into the bidding phase, Kimley-Horn will assist the City staff with answering pre-bid questions and preparing responses to requests for information. Our team will also assist with coordination and support during the construction stages of the project. Finally, we will prepare updated traffic signal timing sheets for the intersections covered in the project and record drawing as-builts following completion of construction.

Company Name: City of Santa Clarita

Telephone Number: 661.259.2489

Contact Name: Cesar Romo, Traffic Signal System Administrator

Contract Amount: \$124,000

Email: cromo@santa-clarita.com

Address: 23920 Valencia Boulevard, Suite 300, Valencia, CA 91355

Brief Contract Description: City of Santa Clarita, Copper Hill Drive Traffic Signal and Interconnect Kimley-Horn completed design work for the City of Santa

Clarita for the intersection of Copper Hill Drive at Deer Springs Drive as well as a traffic signal interconnect system that allows for traffic signal coordination along Copper Hill Drive. Plans were developed to utilize as-built street improvements, striping, and traffic signal plans provided by the City and supplemented with findings from a detailed field review. Our staff coordinated with local utility companies during the design phase to identify design controls and considerations for plan preparation and approvals. The traffic signing/striping and traffic signal and interconnect plans were prepared with right-of-way, roadway features, and traffic control devices relevant to the design clearly identified. Throughout the design process, plans at the 30%, 60%, 90% and 100% stages were submitted to the City for review and approval. Once plans were prepared and approved, Kimley-Horn prepared an OPCE and technical provisions per Green Book and supplemented with the Caltrans Standard Specifications. Construction specifications were prepared to the specific project and in line with the City format. Finally, the Kimley-Horn team prepared an itemized construction bid schedule and OPCE.




**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.

 Jean B. Fares, PE,
Senior Vice President
Bidder/Applicant/Proposer

September 19, 2024

Date

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Costa Mesa 2. Contract DBE Goal: 20%

3. Project Description: SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS

4. Project Location: Costa Mesa, CA

5. Consultant's Name: Kimley-Horn and Associates, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Environmental Documentation and Caltrans LAPM documentation	36060	Advanced Avant-Garde Corporation 3670 W Temple Ave, Ste. 278 Pomona, CA 91768 Ana Marie Lenoue / 909-979-6586	8.68%
Traffic Signal	49778	Architectural Engineering Technologies, DBA AET & Associates, Inc. 5132 Stone Canyon Avenue Yorba Linda, CA 92886 Uyen Pham / 714-837-2177	7.31%
Traffic Signal Planning	28897	LIN Consulting, Inc. 21660 Copley Dr. # 270 Diamond Bar, CA 91765 Denwun Lin / 909-396-6850	10.61%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	26.60%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
21. Local Agency Representative's Signature	22. Date	12. Preparer's Signature	13. Date
23. Local Agency Representative's Name	24. Phone	14. Preparer's Name	15. Phone
25. Local Agency Representative's Title		16. Preparer's Title	

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

[Print](#)

Business & Contact Information

BUSINESS NAME	Architectural Engineering Technologies, DBA AET & Associates, Inc.
OWNER	Ms. Uyen Pham
ADDRESS	5132 Stone Canyon Avenue Yorba Linda, CA 92886 [map]
PHONE	714-837-2177
EMAIL	upham@aetandassociates.com
WEBSITE	http://www.aetandassociates.com
ETHNICITY	Asian-Pacific American
GENDER	Female
COUNTY	Orange (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Planning, design, intellectual transportation system, CAD, traffic systems

Commodity Codes

Code	Description
NAICS 541430	Graphic design services
NAICS 541340	Drafting services
NAICS 541490	Other Specialized Design Services
NAICS 541611	Administrative Management and General Management Consulting Services

Additional Information

WORK DISTRICTS/REGIONS

All work districts/regionsCUCP PUBLIC DIRECTORY
CERTIFICATION NUMBER**49778**

This profile was generated on 9/19/2024

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	ADVANCED AVANT-GARDE CORPORATION
OWNER	Ms. Ana Marie Lenoue
ADDRESS	3670 W TEMPLE AVE, STE. 278 POMONA, CA 91768 [map]
PHONE	909-979-6586
FAX	909-979-6580
EMAIL	alenoue@avant-garde-inc.com
WEBSITE	http://www.agi.com.co
ETHNICITY	Hispanic American
GENDER	Female
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	City of Los Angeles
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	

Commodity Codes

Code	Description
CA WCC I7336	COMMERICAL ART AND GRAPHIC DESIGN
CA WCC I8740	MANAGEMENT & PUBLIC RELATIONS
NAICS 541430	Graphic design services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541613	Marketing consulting services

Additional Information

WORK DISTRICTS/REGIONS	Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	36060

This profile was generated on 9/12/2024

[Print](#)

Business & Contact Information

BUSINESS NAME	LIN Consulting, Inc.
OWNER	Mr. Denwun Lin
ADDRESS	21660 COPLEY DR. # 270 DIAMOND BAR, CA 91765 [map]
PHONE	909-396-6850
FAX	909-396-8150
EMAIL	DLIN@LINCONSULTING.COM
WEBSITE	http://www.linconsulting.com
ETHNICITY	Asian-Pacific American
GENDER	Male
COUNTY	Los Angeles (CA)

Certification Information

CERTIFYING AGENCY	Los Angeles County Metropolitan Transportation Authority
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Civil and traffic engineering consulting

Commodity Codes

Code	Description
NAICS 541330	Engineering services

Additional Information

WORK DISTRICTS/REGIONS	Los Angeles
CUCP PUBLIC DIRECTORY CERTIFICATION NUMBER	28897

EXHIBIT C
CONSULTANT'S COST PROPOSAL

Cost Proposal

September 19, 2024

Costa Mesa City Hall
77 Fair Drive
Costa Mesa, CA 92626

» 1100 W Town & Country Road
Suite 700
Orange, CA 92868
TEL 714.939.1030

RE: COST PROPOSAL FOR SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS (FEDERAL PROJECT NO. HSIPL-5312(107)) – RFP No. 25-04

Dear Members of the Selection Committee:

As instructed by the City's RFP, we have provided our cost proposal.

We welcome the opportunity to discuss our fee with the City and are flexible to adjustments and refinements as necessary to better accommodate your needs on this project.

Thank you for considering our proposal. Kimley-Horn is confident that no other consultant matches our qualifications and the unique knowledge of the City that we bring. We look forward to the opportunity to work on this project. Should you have any questions related to our proposal, please contact project manager **Jean Fares, PE** directly at jean.fares@kimley-horn.com, 818.970.2048, or at the address listed above.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



Jean Fares, PE*
Project Manager/Senior Vice President

**Jean Fares is authorized by Kimley-Horn to bind the firm to the terms of the proposal.*

CITY OF COSTA MESA
Signal Modernization for Systemic Safety Improvements
(Federal Project No. HSIPL-5312(107))

196.54% Overhead% 195.57% Overhead% w/o FCCM 10% Fee%		Name Category/Title Direct Rate Billing Rate	Kimley-Horn and Associates, Inc.						TOTAL HOURS TOTAL COST	
			Darryl dePencier	Jason Melchor	Jean Fares	Professional I	Analyst II	Analyst I		
			Principal-in-Charge	QC/QA Manager	Project Manager					
			\$76.54	\$97.60	\$125.64	\$66.80	\$55.08	\$47.65		
			\$249.59	\$318.27	\$409.71	\$217.83	\$179.61	\$155.39		
Phase 1	Detailed Citywide Traffic Signal Inventory				1	6	80	80	167	\$ 28,516.66
	Kick Off Meeting				1	1			2	\$ 627.54
	Field Visit						60	60	120	\$ 20,099.97
	Develop Field Data Table						20	20	40	\$ 6,699.99
	Invoice Coordination				5				5	\$ 1,089.16
Phase 2	Preliminary Engineering			10	7	21	40	41	119	\$ 24,180.52
	Progress Meeting				1	1		1	3	\$ 782.93
	Traffic Signal Inventory Table			5	5	10	20	20	60	\$ 12,518.21
	Preliminary Design Plans (4 Sheets)			5	1	10	20	20	56	\$ 10,879.38
Phase 3	Environmental Approval									\$ -
	Environmental Clearance (PES) - Avant Garde									\$ -
	Caltrans LAPM Forms for PSE Certification and E-76 Construction Authorization - Avant Garde									\$ -
	Invoice Coordination - Avant Garde									
Phase 4	Final Design Plans, Specifications, and Estimates (PS&E)		20	36	28	113	340	303	840	\$ 160,687.13
4.1	60% PS&E Package		10	12	8	41	120	121	312	\$ 58,879.32
	Progress Meeting				1	1		1	3	\$ 782.93
	60% Plans		10	10	5	40	100	100	265	\$ 49,940.45
	60% Estimate			2	2		20	20	44	\$ 8,155.95
4.2	90% PS&E Package		5	12	10	41	120	101	289	\$ 55,343.06
	Progress Meeting				1	1		1	3	\$ 782.93
	90% Plans		5	5	5	20	80	80	195	\$ 36,044.48
	90% Estimate			2	2		20	20	44	\$ 8,155.95
	90% Special Provisions (Greenbook)			5	2	20	20		47	\$ 10,359.71
4.3	100% PS&E Package		5	12	10	31	100	81	239	\$ 46,464.75
	Progress Meeting				1	1		1	3	\$ 782.93
	100% Plans		5	5	5	10	60	60	145	\$ 27,166.16
	100% Estimate			2	2		20	20	44	\$ 8,155.95
	100% Special Provisions (Greenbook)			5	2	20	20		47	\$ 10,359.71
4.4	Leading Pedestrian Interval (LPI) Timing Sheets - AET									\$ -
4.5	Right of Way Clearance - Avant Garde									\$ -
4.6	Request for Authorization to Proceed with Construction (RFA for CON) - Avant Garde									\$ -
4.7	Processing and Approvals									\$ -
	TOTAL HOURS		20	46	36	140	460	424	1,126	
	Subtotal Labor:		\$4,991.89	\$14,640.45	\$14,749.50	\$30,496.59	\$82,622.54	\$65,883.33		\$ 213,384.31
	Other Direct Costs									\$ 87,345.44
	Labor Escalation									\$ 5,345.81
	Travel/Mileage									\$ 2,000.00
DBE	AET & Associates, Inc.									\$ 21,990.81
DBE	Avant Garde Inc.									\$ 26,095.11
DBE	LIN Consulting, Inc.									\$ 31,913.71
	TOTAL COST:									\$ 300,729.75

CITY OF COSTA MESA
Signal Modernization for Systemic Safety Improvements
(Federal Project No. HSIPL-5312(107))

		AET & Associates, Inc.		Total Hours	Total Costs
		Sr. Engineer III	Sr. Engineer I		
120.00%	Overhead %	Direct Rate	Billing Rate		
10%	Fee%				
Phase 1	Detailed Citywide Traffic Signal Inventory				\$ -
Phase 2	Preliminary Engineering				\$ -
Phase 3	Environmental Approval				\$ -
Phase 4	Final Design Plans, Specifications, and Estimates (PS&E)	20	80	100	\$ 21,044.00
4.1	60% PS&E Package				\$ -
	Progress Meeting				\$ -
	60% Plans				\$ -
	60% Estimate				\$ -
4.2	90% PS&E Package				\$ -
	Progress Meeting				\$ -
	90% Plans				\$ -
	90% Estimate				\$ -
	90% Special Provisions (Greenbook)				\$ -
4.3	100% PS&E Package				\$ -
	Progress Meeting				\$ -
	100% Plans				\$ -
	100% Estimate				\$ -
	100% Special Provisions (Greenbook)				\$ -
4.4	Leading Pedestrian Interval (LPI) Timing Sheets	20	80	100	\$ 21,044.00
4.5	Right of Way Clearance - Avant Garde				\$ -
4.6	Request for Authorization to Proceed with Construction (RFA for CON)				\$ -
4.7	Processing and Approvals				\$ -
	TOTAL HOURS	20	80	100	
	Subtotal Labor:	\$4,634.40	\$16,409.60		\$ 21,044.00
	Other Direct Costs				\$ 946.98
	Labor Escalation				\$ 946.98
	TOTAL COST:				\$ 21,990.98

CITY OF COSTA MESA
Signal Modernization for Systemic Safety Improvements
(Federal Project No. HSIPL-5312(107))

		Name	Avant Garde Inc.					
			Lisette Montoya	Nadine El Sankari	Keith LeNoue	Alyssa Maldonado		
120.00%	Overhead %	Category/Title	Program Director	Program Manager	Program Manager	Program Assistant	Total Hours	Total Costs
10%	Fee%	Direct Rate	\$128.65	\$50.00	\$38.50	\$25.00		
		Billing Rate	\$311.33	\$121.00	\$93.17	\$60.50		
Phase 1	Detailed Citywide Traffic Signal Inventory							\$ -
Phase 2	Preliminary Engineering							\$ -
Phase 3	Environmental Approval		10	48	68	30	156	\$ 17,071.89
	Task Management		4	16	38	18	76	\$ 7,810.79
	Environmental Clearance (PES)		2		14	6	22	\$ 2,290.05
	Caltrans LAPM Forms for PSE Certification and E-76 Construction Authorization		4	32	16	6	58	\$ 6,971.05
	Invoice Coordination							\$ -
Phase 4	Plans, Specifications, and Estimate (PS&E) and LPI Timing Sheets		4	32	26	14	76	\$ 8,386.75
4.1	60% PS&E Package							\$ -
	Progress Meeting							\$ -
	60% Plans							\$ -
	60% Estimate							\$ -
4.2	90% PS&E Package							\$ -
	Progress Meeting							\$ -
	90% Plans							\$ -
	90% Estimate							\$ -
	90% Special Provisions (Greenbook)							\$ -
4.3	100% PS&E Package							\$ -
	Progress Meeting							\$ -
	100% Plans							\$ -
	100% Estimate							\$ -
	100% Special Provisions (Greenbook)							\$ -
4.4	Leading Pedestrian Interval (LPI) Timing Sheets							\$ -
4.5	Right of Way Clearance		2		14	6	22	\$ 2,290.05
4.6	Request for Authorization to Proceed with Construction (RFA for CON)		2	32	12	8	54	\$ 6,096.71
4.7	Processing and Approvals							\$ -
	TOTAL HOURS		14	80	94	44	232	
	Subtotal Labor:		\$4,358.66	\$9,680.00	\$8,757.98	\$2,662.00		\$ 25,458.64
	Other Direct Costs							\$ 636.47
	Labor Escalation							\$ 636.47
	TOTAL COST:							\$ 26,095.11

CITY OF COSTA MESA
Signal Modernization for Systemic Safety Improvements
Federal Project No. HSIPL-5312(107)

<div>156.74% Overhead %</div> <div>10% Fee%</div>		Name	LIN Consulting, Inc.					Total Hours	Total Costs
			William Sun	Tracy Moriya	Ryan Woo	Steven Hak	Samuel Adan		
			Principal	Project Manager	Assist Proj. Manager	Project Engineer	Assistant Engineer		
			Direct Rate						
			Billing Rate						
Phase 1	Detailed Citywide Traffic Signal Inventory					20	20	40	\$ 3,840.83
	Kick Off Meeting								\$ -
	Field Visit					20	20	40	\$ 3,840.83
	Develop Field Data Table								\$ -
	Invoice Coordination								\$ -
Phase 2	Preliminary Engineering								\$ -
Phase 3	Environmental Approval								\$ -
Phase 4	Plans, Specifications, and Estimate (PS&E) and LPI Timing Sheets		8	28	36	74	62	208	\$ 27,230.36
4.1	60% PS&E Package		5	17	24	44	40	130	\$ 16,978.73
	Progress Meeting								\$ -
	60% Plans		5	16	24	40	40	125	\$ 16,303.76
	60% Estimate			1		4		5	\$ 674.97
4.2	90% PS&E Package		2	7	8	16	12	45	\$ 6,097.32
	Progress Meeting								\$ -
	90% Plans		2	6	8	12	12	40	\$ 5,422.35
	90% Estimate			1		4		5	\$ 674.97
	90% Special Provisions (Greenbook)								\$ -
4.3	100% PS&E Package		1	4	4	14	10	33	\$ 4,154.31
	Progress Meeting								\$ -
	100% Plans		1	2	4	10	10	27	\$ 3,256.23
	100% Estimate			2		4		6	\$ 898.08
	100% Special Provisions (Greenbook)								\$ -
4.4	Leading Pedestrian Interval (LPI) Timing Sheets								\$ -
4.5	Right of Way Clearance								\$ -
4.6	Request for Authorization to Proceed with Construction (RFA for CON)								\$ -
4.7	Processing and Approvals								\$ -
	TOTAL HOURS		8	28	36	94	82	248	
	Subtotal Labor:		\$2,281.91	\$6,247.00	\$5,439.29	\$10,618.77	\$6,484.23		\$ 31,071.19
	Other Direct Costs								\$ 842.52
	Labor Escalation								\$ 621.42
	Mileage								\$ 221.10
	TOTAL COST:								\$ 31,913.71

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant
Consultant Kimley-Horn and Associates, Inc.Project No. HSIPL-5312(107)

Contract No. _____

Date 10/9/2024**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal-in-Charge	Darryl dePencier	20	\$76.54	\$ 1,530.80
QC/QA Manager	Jason Melchor	46	\$97.60	\$ 4,489.60
Project Manager	Jean Fares	36	\$125.64	\$ 4,523.04
Sr. Professional III	TBD	0	\$130.46	\$ -
Sr. Professional II	TBD	0	\$105.66	\$ -
Sr. Professional I	TBD	0	\$94.09	\$ -
Professional II	TBD	0	\$78.88	\$ -
Professional I	TBD	140	\$66.80	\$ 9,352.00
Analyst II	TBD	460	\$55.08	\$ 25,338.33
Analyst I	TBD	424	\$47.65	\$ 20,205.42
Technical Support	TBD	0	\$29.33	\$ -
Project Support	TBD	0	\$42.24	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 65,439.19
b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculation)	\$ 1,635.98
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ 67,075.17

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>0.00%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ -
f) FCCM (Rate: <u>0.97%</u>)	g) FCCM [(c) x (f)]	\$ 650.63
h) Overhead (Rate: <u>195.57%</u>)	i) Overhead [(c) x (h)]	\$ 131,178.91

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 131,829.54

FIXED FEE **k) TOTAL FIXED FEE [(c) + (e) + (i)* fixed fee 10%] \$ 19,825.41**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE

Description of Item	Quantity	Unit	Unit Cost	Total
Travel/Mileage		LS	\$0.00	\$ 2,000.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ 2,000.00

m) SUBCONSULTANTS' COSTS

Subconsultant 1:	AET & Associates, Inc.	\$ 21,990.81
Subconsultant 2:	Avant Garde Inc.	\$ 26,095.11
Subconsultant 3:	LIN Consulting, Inc.	\$ 31,913.71
Subconsultant 4:		\$ -

(m) TOTAL SUBCONSULTANTS' COSTS \$ 79,999.63

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 81,999.63

TOTAL COST [(c) + (j) + (k) + (n)] \$ 300,729.75

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 65,439.19	/ 1126	= \$58.12	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation			
Year 1	\$58.12	+	5%	=	\$61.02 Year 2 Avg Hourly Rate
Year 2	\$61.02	+	5%	=	\$64.07 Year 3 Avg Hourly Rate
Year 3	\$64.07	+	5%	=	\$67.28 Year 4 Avg Hourly Rate
Year 4	\$67.28	+	5%	=	\$70.64 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total h

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period
Year 1	50.00%	* 1126	= 563 Estimated Hours Year 1
Year 2	50.00%	* 1126	= 563 Estimated Hours Year 2
Year 3	0.00%	* 1126	= 0 Estimated Hours Year 3
Year 4	0.00%	* 1126	= 0 Estimated Hours Year 4
Year 5	0.00%	* 1126	= 0 Estimated Hours Year 5
Total	100%	Total	= 1126

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period
Year 1	\$58.12	* 563	= \$32,719.60 Estimated Hours Year 1
Year 2	\$61.02	* 563	= \$34,355.58 Estimated Hours Year 2
Year 3	\$64.07	* 0	= \$0.00 Estimated Hours Year 3
Year 4	\$67.28	* 0	= \$0.00 Estimated Hours Year 4
Year 5	\$70.64	* 0	= \$0.00 Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$67,075.17
Direct Labor Subtotal before escalation			= \$65,439.19
Estimated total of Direct Labor Salary			= \$1,635.98 Transfer to Page 1

Period 1 = Contract inception through 6/30/25 Period 2 = 7/1/25 through 6/30/26

Period 3 = 7/1/26 through 6/30/27 Period 4 = 7/1/27 through 6/30/28 Period 5 = 7/1/28 through 6/30/29

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in

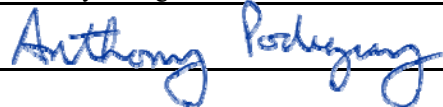
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz Title*: Vice President

Signature:  Date of Certification (mm/dd/yyyy): 10/9/2024

Email: anthony.podegracz@kimley-horn.com Phone Number: 714-939-1030

Address: 1100 W Town & Country Road, Suite 700, Orange, CA 92868

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: Kimley-Horn and Associates, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: _____ Or

Home Office Rate: 195.57 and Field Office Rate (if applicable): 174.12

Facilities Capital Cost of Money (if applicable): 0.97

Fiscal Period:* 01/01/2023 - 12/31/2023

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount 250,131,769.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 50
- Years of consultant's experience with 48 CFR Part 31 is 25
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☒

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

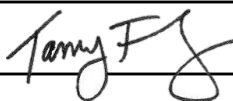
CPA ICR Audit ☒

Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** Tammy Flanagan

Title:** Chief Financial Officer

Signature: 

Date: 05/20/2024

Phone:** (919) 677-2016

Email:** tammy.flanagan@kimley-horn.com

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant AET & Associates, Inc.Project No. HSIPL-5312(107)

Contract No. _____

Date 10/9/2024**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Engineer III	TBD	20	\$95.75	\$ 1,915.00
Sr. Engineer I	TBD	80	\$84.76	\$ 6,780.80
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 8,695.80

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations)

\$ 391.31

c) Total Direct Labor Costs [(a) + (b)] \$ 9,087.11**INDIRECT COSTS**d) Fringe Benefits (Rate: 0.00%)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead (Rate: 120.00%)

g) Overhead [(c) x (f)] \$ 10,904.53

h) General and Administrative (Rate: 0.00%)

i) Gen & Admin [(c) x (h)] \$ -

j) Total Indirect Costs [(e) + (g) + (i)] \$ 10,904.53**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%] \$ 1,999.16****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$
(m) TOTAL SUBCONSULTANTS' COSTS	\$ -

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -**TOTAL COST [(c) + (j) + (k) + (n)] \$ 21,990.81**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$ 8,695.80	/	100	=	\$86.96	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$86.96	+	5%	=	\$91.31	Year 2 Avg Hourly
Year 2	\$91.31	+	5%	=	\$95.87	Year 3 Avg Hourly
Year 3	\$95.87	+	5%	=	\$100.66	Year 4 Avg Hourly Rate
Year 4	\$100.66	+	5%	=	\$105.70	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	10.00%	*	100	=	10	Estimated Hours Year 1
Year 2	90.00%	*	100	=	90	Estimated Hours Year 2
Year 3	0.00%	*	100	=	0	Estimated Hours Year 3
Year 4	0.00%	*	100	=	0	Estimated Hours Year 4
Year 5	0.00%	*	100	=	0	Estimated Hours Year 5
Total	100%		Total	=	100	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	\$86.96	*	10	=	\$869.58	Estimated Hours Year 1
Year 2	\$91.31	*	90	=	\$8,217.53	Estimated Hours Year 2
Year 3	\$95.87	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$100.66	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$105.70	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$9,087.11	
Direct Labor Subtotal before escalation				=	\$8,695.80	
Estimated total of Direct Labor Salary Increase				=	\$391.31	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

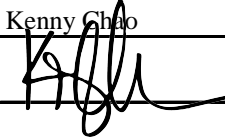
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Kenny Chao Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 10/9/2024

Email: kchao@aetandassociates.com Phone Number: 714.982.0398

Address: 18340 Yorba Linda Blvd., Suite 107, Yorba Linda, CA 92886

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Review of 49 timing sheets to implement LPI

California Safe Harbor Indirect Cost Rate Program

Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name AET & Associates, Inc.

Local Agency (if applicable) _____

Contract Number / Federal Project Number HSIPL-5312(107)

Contract Total \$ 21,990.95

For Subconsultant Firms – estimated % of work to be performed 7.31 %

Safe Harbor Indirect Cost Rate (SHR): **Home: 120% and/or Field: 90%**

Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspection, Material Testing, Sources Inspection, others).

Consultant Firm Certification of Eligibility

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

1. Am not a Prime Consultant Firm on a Caltrans contract > \$3.5M, or Local Government contract > \$1M, regardless of the participation amount.
2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

AND

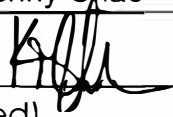
1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.
2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

Certification of Financial Management System

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system

California Safe Harbor Indirect Cost Rate Program

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name Kenny Chao
Signature 
(Electronic Signature Allowed)
Title Principal
Date Completed 10/09/2024

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31. 203.

References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.
Title is 2 CFR 200 Subpart D, Standards for Financial and Program Management.
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).

California Safe Harbor Indirect Cost Rate Program

Caltrans Contract

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.

California Safe Harbor Indirect Cost Rate Program

Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name AET & Associates, Inc.

Firm Headquarters Address 18340 Yorba Linda Blvd., Suite 107

Yorba Linda, CA 92886

Accounting Records

- Location where Accounting records are held 18340 Yorba Linda Blvd., Ste. 107
Yorba Linda, CA 92886
- Name and Title Kenny Chao, Principal
- Email and Phone kchao@aetandassociates.com, (424) 392-9188
- Mailing Address 18340 Yorba Linda Blvd., Ste. 107, Yorba Linda, CA 92886

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes ☐ No ☒

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > \$3.5M Or Local Government contract > \$1M, regardless of the participation Amount? Yes ☐ No ☒

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

California Safe Harbor Indirect Cost Rate Program

1. What form of business entity is the Firm?

Sole Proprietorship ☐ Partnership ☐ C Corporation ☐ S Corporation ☒

Other

2. What types of services will the Firm provide for this contract? (Select all that apply.)

Architectural and Engineering Services ☒ Program Management ☐

Preliminary Engineering ☐ Design Engineering ☐

Surveying ☐ Feasibility Studies ☐

Mapping or Architectural Related Services ☐ Other

3. Does the Firm have prior government contracting experience? Yes ☒ No ☐

4. Does the general ledger contain separate direct and indirect accounts for the following?

Labor Yes ☐ No ☒ Non-Labor Yes ☐ No ☒

5. Does the company have a system in place to identify and remove from the indirect cost pools all unallowable cost? Yes ☒ No ☐

6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?

Yes ☒ No ☐

7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?

Yes ☐ No ☒

California Safe Harbor Indirect Cost Rate Program

8. Do you have written policies on the following cost categories?

Accounting Yes X No Overtime Yes X No

Billing Yes X No Direct/Indirect Expenses Yes No X

Timesheet Preparation Yes X No Prevailing Wage Yes No X

Bonus Yes X No

9. What types of employee status will the Firm provide for this contract?

Non-exempt ☐ Exempt-salaried ☒ Exempt-hourly ☐ Contract Employee ☐

Other _____

10. Does the Firm pay overtime for exempt employees?

Yes _____ No X

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle XShipping X

Computer/CADD _____

Lab _____

Printing X

Travel X

Specialty Equipment _____
(List below)

Other (List below) _____

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation No company vehicle

Where is the vehicle stored after work? Not Applicable

Does employee use vehicle for personal use? Yes _____ No _____

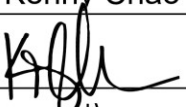
What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

\$ 0.655 per mile

California Safe Harbor Indirect Cost Rate Program

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name Kenny Chao

Signature 
(Electronic Signature Allowed)

Title Principal

Date Completed 10/09/2024

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant Avant Garde Inc.Project No. HSIPL-5312(107)

Contract No. _____

Date 10/9/2024**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Program Director	Lisette Montoya	14	\$128.65	\$ 1,801.10
Program Manager	Nadine El Sankari	80	\$50.00	\$ 4,000.00
Program Manager	Keith LeNoue	94	\$38.50	\$ 3,619.00
Program Assistant	Alyssa Maldonado	44	\$25.00	\$ 1,100.00
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 10,520.10

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations)

\$ 263.00

c) **Total Direct Labor Costs [(a) + (b)]** **\$ 10,783.10****INDIRECT COSTS**

d) Fringe Benefits (Rate: _____)

e) Total Fringe Benefits [(c) x (d)] \$ -

f) Overhead (Rate: 120.00%)

g) Overhead [(c) x (f)] \$ 12,939.72

h) General and Administrative (Rate: _____)

i) Gen & Admin [(c) x (h)] \$ -

j) **Total Indirect Costs [(e) + (g) + (i)]** **\$ 12,939.72****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%** **\$ 2,372.28****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) **TOTAL OTHER DIRECT COSTS** **\$ -****m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$
(m) TOTAL SUBCONSULTANTS' COSTS	\$ -

(n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ -****TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 26,095.11**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 10,520.10	/ 232	= \$45.35	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$45.35	+	5%	=	\$47.61	Year 2 Avg Hourly
Year 2	\$47.61	+	5%	=	\$49.99	Year 3 Avg Hourly
Year 3	\$49.99	+	5%	=	\$52.49	Year 4 Avg Hourly Rate
Year 4	\$52.49	+	5%	=	\$55.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	50.00%	*	232	=	116	Estimated Hours Year 1
Year 2	50.00%	*	232	=	116	Estimated Hours Year 2
Year 3	0.00%	*	232	=	0	Estimated Hours Year 3
Year 4	0.00%	*	232	=	0	Estimated Hours Year 4
Year 5	0.00%	*	232	=	0	Estimated Hours Year 5
Total	100%		Total	=	232	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	\$45.35	*	116	=	\$5,260.05	Estimated Hours Year 1
Year 2	\$47.61	*	116	=	\$5,523.05	Estimated Hours Year 2
Year 3	\$49.99	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$52.49	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$55.12	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$10,783.10	
Direct Labor Subtotal before escalation				=	\$10,520.10	
Estimated total of Direct Labor Salary Increase				=	\$263.00	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:


1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

Prime Consultant or Subconsultant Certifying:

Name: Ana Marie LeNoue Title*: CEO / President

Signature:  Date of Certification (mm/dd/yyyy): 10/9/2024

Email: alenoue@agi.com.co Phone Number: 714-401-9362

Address: 807 S. Lemon Ave., Diamond Bar, CA 91789

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Funding Administration

California Safe Harbor Indirect Cost Rate Program

Consultant Firm Certification of Eligibility and Certification of Financial Management System

Consultant Firm Name Advanced Avant-Garde Corporation

Local Agency (if applicable) _____

Contract Number / Federal Project Number TBD HSIPL-5312(107)

Contract Total \$ ~~TBD~~ \$309,729.75

For Subconsultant Firms – estimated % of work to be performed 1 8.68 %

Safe Harbor Indirect Cost Rate (SHR): **Home: 120% and/or Field: 90%**

Field SHR will be utilized for contracts where the work deliverables are not completed from the consultant offices (i.e. Construction Inspection, Material Testing, Sources Inspection, others).

Consultant Firm Certification of Eligibility

I, the undersigned, certify that I am eligible to use the Safe Harbor indirect cost rate as I:

1. Am not a Prime Consultant Firm on a Caltrans contract > \$3.5M, or Local Government contract > \$1M, regardless of the participation amount.
2. Have not used SHR for more than three (3) years since entering the program on a state or federally funded contract.

AND

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant ICR.
2. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate.

Certification of Financial Management System

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor indirect cost rate requirements and financial reporting, accounting records, internal and budget control as set forth in 2 CFR 200, Subpart D. These standards require consulting firms have an accounting system

California Safe Harbor Indirect Cost Rate Program

adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs and remove unallowable costs.

Print Name

Ana Marie LeDove

Signature

(Electronic Signature Allowed)

Ana Marie LeDove

Title

President/CEO

Date Completed

10/10/2024

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

Definition of Terms

Direct Cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives, 48 CFR 31.202.

Indirect or overhead cost is any cost that is not directly identified with a single final cost objective but is identified with two or more final cost objectives or with at least one intermediate cost objective, 48 CFR 31. 203.

References

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles.

Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards.

Title is 2 CFR 200 Subpart D, Standards for Financial and Program Management.

Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts.

Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services.

American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition).

California Safe Harbor Indirect Cost Rate Program

Caltrans Contract

If participating on a Caltrans Contract, also attach a completed copy of the following Safe Harbor Indirect Cost Rate Questionnaire for Evaluating Consultant Firm's Financial Management System.

California Safe Harbor Indirect Cost Rate Program

Questionnaire for Evaluating Consultant Firm's Financial Management System

Consultant Firm Name Advanced Avant - Grande Corporation

Firm Headquarters Address 807 S. Lemon Ave., Diamond Bar
CA 91789

Accounting Records

- Location where Accounting records are held Firm HQ
- Name and Title Lissette Montoya, Vice President/CFO
- Email and Phone lmontoya@agi.com.co / (323) 371-5530
- Mailing Address 807 S. Lemon Ave., Diamond Bar
CA 91789

To be eligible for Safe Harbor indirect cost rate (SHR), the Consultant Firm's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR 31 for the different business segments.

Instructions

1. Answer all questions and provide an explanation and additional supporting documentation where requested.
2. If additional space is required, please attach a separate sheet and refer to items being answered by number.

Has the Firm developed an indirect cost rate in the past? Yes ☐ No ☒

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an ICR Schedule.

Is the Firm a Prime Consultant Firm on a Caltrans contract > \$3.5M Yes ☐ No ☒

Or Local Government contract > \$1M, regardless of the participation Amount?

If "Yes", you are NOT ELIGIBLE to use the SHR.

DO NOT CONTINUE with this Questionnaire and please complete the AASHTO Appendix B ICQ and provide an AUDITED ICR Report.

California Safe Harbor Indirect Cost Rate Program

1. What form of business entity is the Firm?

Sole Proprietorship ☐ Partnership ☐ C Corporation ☐ S Corporation ☒

Other _____

2. What types of services will the Firm provide for this contract? (Select all that apply.)

Architectural and Engineering Services ☐ Program Management ☒

Preliminary Engineering ☐ Design Engineering ☐

Surveying ☐ Feasibility Studies ☐

Mapping or Architectural Related Services ☐ Other Fund Administration

3. Does the Firm have prior government contracting experience? Yes ☒ No ☐

4. Does the general ledger contain separate direct and indirect accounts for the following?

Labor Yes ☐ No ☒ Non-Labor Yes ☐ No ☒

5. Does the company have a system in place to identify and remove from the indirect cost pools all unallowable cost? Yes ☒ No ☐

6. Does the firm assign a unique identification/project number in your accounting system for each contract/project?

Yes ☒ No ☐

7. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with unique reporting codes?

Yes ☒ No ☐

California Safe Harbor Indirect Cost Rate Program

8. Do you have written policies on the following cost categories?

Accounting	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Overtime	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Billing	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Direct/Indirect Expenses	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Timesheet Preparation	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Prevailing Wage	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bonus	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			

9. What types of employee status will the Firm provide for this contract?

Non-exempt ☒ Exempt-salaried ☒ Exempt-hourly ☒ Contract Employee ☒
 Other _____

10. Does the Firm pay overtime for exempt employees?

Yes ☐ No ☒

11. Besides labor, does the Firm normally bill/invoice the following as direct contract/project costs? (Select all that apply)

Vehicle _____	Shipping _____
Computer/CADD _____	Lab _____
Printing _____	Travel _____
Specialty Equipment _____ (List below)	Other (List below) _____
_____	_____

12. Are mileage logs maintained for all vehicles? If no, please explain below.

Explanation N/A - no company vehicles

Where is the vehicle stored after work? N/A

Does employee use vehicle for personal use? Yes _____ No ☒

What is the recovery/billing rate used for Firm or personal vehicle mileage reimbursement?

\$ 0.67 per mile

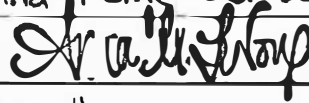
California Safe Harbor Indirect Cost Rate Program

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name

Ana Marie LeNoue

Signature



(Electronic Signature Allowed)

Title

President / CEO

Date Completed

10/10/2024

Note: The certification of this Safe Harbor Rate was made by, and are the responsibility of, the Company's management.

COST PROPOSAL 1
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐

Prime Consultant

☒

Subconsultant

☐

2nd Tier Subconsultant

Consultant LIN Consulting, Inc.Project No. HISPL-5312 (107)

Contract No. _____

Date 10/9/2024**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	William Sun	8	\$101.00	\$ 808.00
Project Manager	Tracy Moriya	28	\$79.00	\$ 2,212.00
Assistant Project Manager	Ryan Woo	36	\$53.50	\$ 1,926.00
Project Engineer	Steven Hak	94	\$40.00	\$ 3,760.00
Assistant Engineer	Samuel Adan	82	\$28.00	\$ 2,296.00
				\$ -
				\$ -
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 11,002.00

b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations)

\$ 220.04

c) Total Direct Labor Costs [(a) + (b)] \$ 11,222.04**INDIRECT COSTS**d) Fringe Benefits (Rate: 35.25%)

e) Total Fringe Benefits [(c) x (d)] \$ 3,955.77

f) Overhead (Rate: 76.09%)

g) Overhead [(c) x (f)] \$ 8,538.85

h) General and Administrative (Rate: 45.40%)

i) Gen & Admin [(c) x (h)] \$ 5,094.81

j) Total Indirect Costs [(e) + (g) + (i)] \$ 17,589.43**FIXED FEE****k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%] \$ 2,881.15****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	330	Miles	\$0.67	\$ 221.10
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

l) TOTAL OTHER DIRECT COSTS \$ 221.10**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:

\$ -

Subconsultant 2:

\$ -

Subconsultant 3:

\$ -

Subconsultant 4:

\$ -

(m) TOTAL SUBCONSULTANTS' COSTS \$ -**(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 221.10****TOTAL COST [(c) + (j) + (k) + (n)] \$ 31,913.71**

COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$11,002.00	/	248	=	\$44.36	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$44.36	+	5%	=	\$46.58	Year 2 Avg Hourly
Year 2	\$46.58	+	5%	=	\$48.91	Year 3 Avg Hourly
Year 3	\$48.91	+	5%	=	\$51.36	Year 4 Avg Hourly Rate
Year 4	\$51.36	+	5%	=	\$53.92	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	60.00%	*	248	=	148.8	Estimated Hours Year 1
Year 2	40.00%	*	248	=	99.2	Estimated Hours Year 2
Year 3	0.00%	*	248	=	0	Estimated Hours Year 3
Year 4	0.00%	*	248	=	0	Estimated Hours Year 4
Year 5	0.00%	*	248	=	0	Estimated Hours Year 5
Total	100%		Total	=	248	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	\$44.36	*	148.8	=	\$6,601.20	Estimated Hours Year 1
Year 2	\$46.58	*	99.2	=	\$4,620.84	Estimated Hours Year 2
Year 3	\$48.91	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$51.36	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$53.92	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$11,222.04	
Direct Labor Subtotal before escalation				=	\$11,002.00	
Estimated total of Direct Labor Salary Increase				=	\$220.04	Transfer to Page 1

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:


1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

Prime Consultant or Subconsultant Certifying:

Name: William Sun Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 10/9/2024

Email: wsun@linconsulting.com Phone Number: 909-396-6850

Address: 21660 Copley Drive, Suite 270, Diamond Bar, CA 91765

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Subconsultant to provide design plans and estimates for 28 intersections



Inspector General

California Department of Transportation

Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: LIN Consulting, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: 156.74 Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* 01/01/2023~12/31/2023

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount 7,376,445.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1
- Years of consultant's experience with 48 CFR Part 31 is 19
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☐

CPA ICR Audit ☐

Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:** Sandy Hou

Title:** Corporate Secretary/Principal

Signature: Sandy Hou

Digitally signed by Sandy Hou
DN: cn=Sandy Hou, o=LIN Consulting,
email=shou@linconsulting.com, c=US
Date: 2024.10.08 09:20:16-07'00'

Date: 10/08/2024

Phone:** (909) 396-6850

Email:** shou@linconsulting.com

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

EXHIBIT D
PROJECT SCHEDULE

Project Schedule

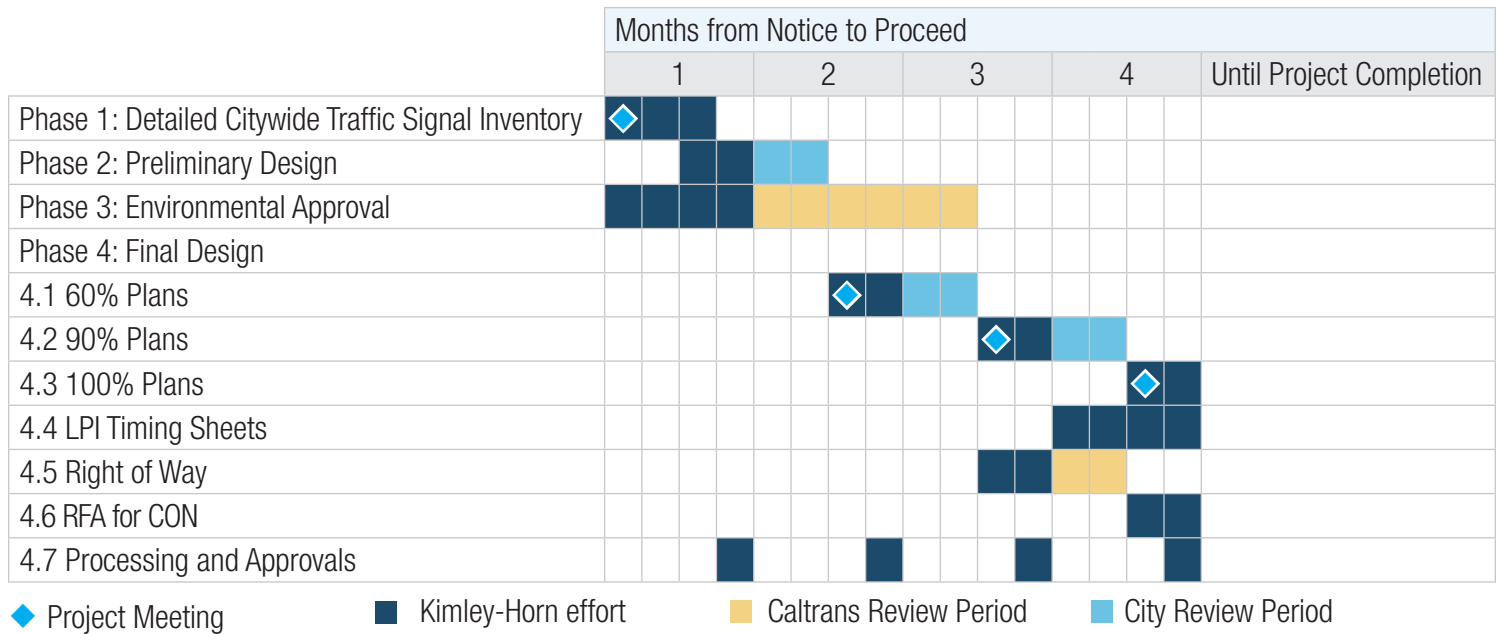


EXHIBIT E
CITY COUNCIL POLICY 100-5

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.

EXHIBIT F
ARTICLE XXXII TITLE VI ASSURANCES
APPENDIX A

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. **Compliance with Regulations:** CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. **Nondiscrimination:** CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction,

CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT G

**ARTICLE XXXII TITLE VI ASSURANCES
APPENDIX B**

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

EXHIBIT H

**ARTICLE XXXII TITLE VI ASSURANCES –
APPENDIX C**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER
THE ACTIVITY, FACILITY, OR PROGRAM**

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

EXHIBIT I

ARTICLE XXXII TITLE VI ASSURANCES

APPENDIX D

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER
THE ACTIVITY, FACILITY OR PROGRAM**

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER
THE ACTIVITY, FACILITY OR PROGRAM

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

EXHIBIT J

**ARTICLE XXXII TITLE VI ASSURANCES
APPENDIX E**

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38; • The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful

access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

EXHIBIT K

DEBARMENT AND SUSPENSION CERTIFICATION

DEBARMENT AND SUSPENSION CERTIFICATION

DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, the Contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of the award but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute the signature of this Certification.

CONTRACTOR: _____

PRINCIPAL: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

EXHIBIT L

ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

ADDITIONAL CONTRACT PROVISIONS – FEDERAL PROVISION

Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and City and Contractor hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

I. General Provisions

- A. Remedies.** In the event of a breach by Contractor of any term or provision of this Agreement, the City shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Contractor of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Contractor shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- B. Termination.** The City may suspend, terminate, or abandon the execution of any work by the Contractor under this Contract with or without cause at any time upon giving the Contractor prior written notice. In the event that the City should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment, but in no event shall Contractor be entitled to more than the not to exceed amount of the Contract, or if applicable, the portion of the Contract being terminated.
- C. Nondiscrimination.** Consultant, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the agreement covers a program set forth in Appendix B of the Regulations. During the performance of this contract, Contractor agrees as follows:
 - 1. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

CONSULTANT shall execute Exhibit “J,” Article XXXII Title VI Assurances, Appendix E.

D. Rights to Inventions Made Under a Contract or Agreement. If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor (the “recipient or subrecipient”) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

E. Clean Air Act and the Federal Water Pollution Control Act. The following provisions apply for all contracts in excess of \$150,000:

1. **Clean Air Act** (42 U.S.C. 7401–7671q).

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 740, *et seq.*
- b. The Contractor agrees to report each violation of the Clean Air Act to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 125, *et seq.*
- b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

F. Debarment and Suspension. In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

G. Conflict of Interest. By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of Section 66 of City's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100, *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090, *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

H. Byrd Anti-Lobbying Amendment. For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the City.

I. Procurement of Recovered Materials.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - b. Meeting Contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

J. Access to Records.

CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

1. The Contractor agrees to provide the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

- K. Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed

by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

- L. Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.
- M. Compliance with Federal Law, Regulations and Executive Orders.** Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement. This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
- N. Sanctions for Noncompliance:** In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including but not limited to: i) withholding of payments of CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii) cancellation, termination or suspension of the Agreement, in whole or in part.
- O. No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- P. Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
- Q. Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
- R. Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708). For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:

 - 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

S. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the contractor and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

T. Prohibition on Contracting for Covered Telecommunications Equipment and

Services.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
 - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
3. Exceptions.
 - a. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - (a) Are *not used* as a substantial or essential component of any system; and
 - (b) Are *not used* as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

- U. License and Delivery of Works Subject to Copyright and Data Rights.** In order to comply with 2 C.F.R. § 200.315, Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.
- V. Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- W. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub – agreement, including procurements of materials of leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- X. Incorporation of Provisions.** CONSULTANT shall include the provisions of paragraphs C (Nondiscrimination), J (Information & Reports), M (Compliance with Regulations), N (Sanctions for noncompliance), and V (Solicitations for subagreements, including procurement of materials and equipment).

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient of FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

II. Construction and Repair Work. The following provisions apply to construction or repair work:

Compliance with the Davis-Bacon Act and Copeland “Anti-Kickback” Act. For all prime construction contracts in excess of \$2,000 the following terms shall apply:

A. Davis-Bacon Act

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

B. Copeland “Anti-Kickback” Act

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

EXHIBIT M

DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

Disadvantaged Business Enterprises (DBE) Participation

Disadvantaged Business Enterprises (DBE) Participation.

- (1) CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant, shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts toward the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- (2) The goal for DBE participation for this AGREEMENT is twenty-six point six (26.6) percent. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE Commitment attached hereto as Exhibit "P," and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- (3) CONSULTANT can meet DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to

meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

- (4) Contract Assurance. Under 49 CFR 26.13(b): CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid-contracts.

Failure by the CONSULTANT 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 the recipient deems appropriate, which may include, but is not limited to: 1) withholding monthly progress payments; 2) Assessing sanctions; 3) Liquidated damages; and/or 4) Disqualifying CONSULTANT from future proposing as non-responsible.

- (5) Termination and Replacement of DBE Subconsultants.

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants.

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

- a. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- b. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
- c. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
- d. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

- e. Listed DBE's work is unsatisfactory and not in compliance with the contract.
- f. Listed DBE is ineligible to work on the project because of suspension or debarment.
- g. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
- h. Listed DBE voluntarily withdraws with written notice from the Contract.
- i. Listed DBE is ineligible to receive credit for the type of work required.
- j. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
- k. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

- a. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of material should not occur.
- b. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
- c. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include the following: 1) One or more above listed justifiable reasons along with supporting documentation; 2) CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT'S written notice; and 3) The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants.

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:

a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation. b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following: 1) Description of scope of work and cost proposal; 2) Proposed subcontract agreement and written confirmation of agreement to perform on the Contract; 3) Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

(6) Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including: 1) Name and business address of each 1st -tier subconsultant; 2) Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier; 3) Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

(7) Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the

Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

- (8) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- (9) If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- (10) CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- (11) If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- (12) For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later

than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

- (13) Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

EXHIBIT N

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS –
CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS –
CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name

Title

EXHIBIT O

THE IRAN CONTRACTING ACT (ICA) OF 2010

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

CONTRACTOR: _____

PRINCIPAL: _____

TITLE: _____

SIGNATURE: _____

EXHIBIT P
CONSULTANT CONTRACT DBE COMMITMENT

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

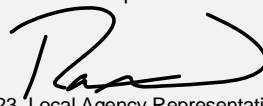
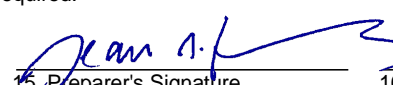
1. Local Agency: City of Costa Mesa 2. Contract DBE Goal: 20%

3. Project Description: SIGNAL MODERNIZATION FOR SYSTEMIC SAFETY IMPROVEMENTS

4. Project Location: Costa Mesa, CA

5. Consultant's Name: Kimley-Horn and Associates, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$300,729.25

8. Total Dollar Amount for **ALL** Subconsultants: \$79,999.63 9. Total Number of **ALL** Subconsultants: 3

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount		
Environmental Documentation and Caltrans LAPM documentation	36060	Advanced Avant-Garde Corporation 3670 W Temple Ave, Ste. 278 Pomona, CA 91768 Ana Marie Lenoue / 909-979-6586	\$26,095.11		
Traffic Signal	49778	Architectural Engineering Technologies, DBA AET & Associates, Inc. 5132 Stone Canyon Avenue Yorba Linda, CA 92886 Uyen Pham / 714-837-2177	\$21,990.81		
Traffic Signal Planning	28897	LIN Consulting, Inc. 21660 Copley Dr. # 270 Diamond Bar, CA 91765 Denwun Lin / 909-396-6850	\$31,913.71		
Local Agency to Complete this Section					
20. Local Agency Contract Number:			\$79,999.63		
21. Federal-Aid Project Number: HSIPL-5312(107)					
22. Contract Execution Date: 11/19/24			26.60%		
14. TOTAL CLAIMED DBE PARTICIPATION					
<p>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</p> <p> 23. Local Agency Representative's Signature</p> <p>Ramin Nikoui 25. Local Agency Representative's Name</p> <p>Senior Engineer 27. Local Agency Representative's Title</p> <p>10/14/24 24. Date</p> <p>714-754-5184 26. Phone</p>					
<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p> 15. Preparer's Signature</p> <p>Jean B. Fares, PE 17. Preparer's Name</p> <p>Sr. Vice President 19. Preparer's Title</p> <p>10/14/24 16. Date</p> <p>213-354-9402 18. Phone</p>					

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT Q

**PROHIBITION ON EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR
LOBBYING**

PROHIBITION ON EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT R

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

EXHIBIT S

RETENTION OF RECORD/AUDITS

RETENTION OF RECORD/AUDITS

RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

EXHIBIT T

AUDIT REVIEW PROCEDURES

AUDIT REVIEW PROCEDURES

AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) -the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) -the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) -the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 - a. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 - b. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR;
3. all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

EXHIBIT U

SUBCONTRACTING

SUBCONTRACTING

SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- C. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.
- E. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- F. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant. No retainage will be held by the LOCAL AGENCY from progress payments

due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. this clause applies to both DBE and non-DBE subconsultants.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-397

Meeting Date: 11/19/2024

TITLE:

ACCEPTANCE OF THE CONNECTOR PIPE SCREEN INSTALLATION PROJECT, PHASE IV, CITY PROJECT NO. 23-08

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by United Storm Water, Inc. and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date.

BACKGROUND:

On December 5, 2023, a construction contract was awarded to United Storm Water, Inc. for the Connector Pipe Screen Installation, Phase IV, City Project No. 23-08. The City Clerk received and opened 2 bids for this project on November 13, 2023. United Storm Water Inc., the apparent low bidder, submitted a bid proposal in the amount of \$283,500.

The scope of work for this project consisted of furnishing labor and materials to complete the installation of 300 full-capture connector pipe screens in City-owned catch basin locations throughout the City. The project was completed as part of the City's National Pollutant Discharge Elimination System (NPDES) permit requirements and in order to comply with the Trash Amendments as required by the State Water Resources Control Board (SWRCB) and Santa Ana Regional Water Quality Control Board. The City received grant funds from Orange County Transportation Authority (OCTA) Environmental Cleanup Program (ECP) Tier 1 for 80 percent of the total project costs.

The construction is now complete and is ready to be accepted by the City Council.

ANALYSIS:

The work required by the contract documents was completed on September 6, 2024 to the satisfaction of the City Engineer with a final contract cost of \$142,695.

A summary of the costs is as follows:

Original Contract Cost:	\$283,500.00
Final Quantity Adjustment:	<u>(\$140,805.00)</u>
Final Contract Cost:	\$142,695.00

This is the final phase of installing connector pipe screens throughout the City. In prior years, the City made the commitment to install these devices on all of its storm drain catch basins during four (4) different phases. With this last installment of Phase IV, virtually all of the City's storm drain catch basins are now equipped with these connector pipe screens, which will now significantly reduce the amount of debris that will flow into the ocean, as well as adhering to NPDES and SWRCB regulatory requirements.

During the course of this project, it became apparent that this last phase of installation did not entirely reflect redundancies in installation from previous phases of installation. In addition, there were certain areas that were difficult to reach, as well as areas within private entities, which upon reassessment by staff, did not require new connector pipe screen installation. Therefore, due to material quantity adjustments and reassessment of storm drain catch basin locations, the final quantity of installed connector pipe screens have been reduced, resulting in an overall reduction in project costs.

As of this date, there are no Stop Notices filed against the monies due to United Storm Water, Inc.

Therefore, staff recommends that the City Council accept this project as complete and authorize the City Clerk to file the Notice of Completion.



ALTERNATIVES:

This report is administrative in nature, and therefore, there are no alternatives considered for this item.

FISCAL REVIEW:

The funds for this project were appropriated from the OCTA Environmental Cleanup Program (ECP) Tier 1 Program with 80% from Measure M2 Regional Grant Fund (Fund 415) and 20% of the City's match portion from the Drainage Fund (Fund 209).

LEGAL REVIEW:

This report is administrative in nature, and therefore, there is no legal review required for this item.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

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

CONCLUSION:

Staff recommends the City Council:

1. Accept the work performed by United Storm Water, Inc. and authorize the City Clerk to file the Notice of Completion.
2. Authorize the City Manager to release the retention monies thirty-five (35) days after the Notice of Completion filing date; release the Labor and Material Bond seven (7) months after the filing date.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-399

Meeting Date: 11/19/2024

TITLE:

ACCEPTANCE OF CALRECYCLE SB 1383 LOCAL ASSISTANCE OWR4 GRANT FUNDS

DEPARTMENT: PUBLIC WORKS DEPARTMENT / GENERAL SERVICES
DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Accept \$295,972 in grant funds from the California Department of Resources Recycling and Recovery (CalRecycle) SB 1383 Local Assistance OWR4 Grant Program.
2. Authorize the City Manager or designee with signature authority to execute all documents necessary to implement the grant and all grant-related reports to CalRecycle.
3. Authorize revenue and expense appropriations in the amounts of \$295,972, respectively, to account for the SB 1383 grant award in the City's State Grant Fund (Fund 231).

BACKGROUND:

In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). SB 1383 aims to reduce emissions of SLCP by 75% by 2025; and achieve 20% edible food recovery by 2025. These regulations require jurisdictions to implement a variety of organic waste recovery programs including curbside collection, education and outreach, contamination monitoring, edible food recovery, procurement, and inspection and enforcement.

In order to assist municipalities with the implementation of the SB 1383, CalRecycle provides grants for various projects within the program. The subject Local Assistance Grant Program (OWR4) is intended to provide jurisdictions with a one-time upfront payment to assist in implementing the various programs relating to education outreach, collection, edible food recovery, enforcement and inspection, procurement, and recordkeeping. Eligible projects include:

- Capacity Planning;
- Collection;
- Edible Food Recovery;
- Education and outreach;
- Enforcement and Inspection;
- Program Evaluation/Gap Analysis;
- Procurement Requirements; and
- Record Keeping.

During the previous cycle, the City received \$159,969 as a part of the first round of SB 1383 Local Assistance Grant, which was awarded in 2022. This funding was used to cover consultant fees, education, personnel, and edible food recovery efforts.

ANALYSIS:

The FY 2022-23 Budget Act allocated \$180,000,000 to be used to assist local jurisdictions in the implementation of SB 1383 regulations; CalRecycle allocated \$90,000,000 to the SB 1383 Local Assistance Grant Program.

The City of Costa Mesa has taken numerous actions to address climate change and meet SB 1383 requirements. Since the City revised its municipal code and successfully updated the non-exclusive agreements with seven haulers in 2021, the City was eligible for the first round of funding.

City staff submitted a grant application again in November 2023 to support its ongoing efforts in edible food recovery, education and outreach, and capacity planning. The City was successful in securing \$295,972 in grant funding in this grant cycle. Staff requests City Council to accept the grant and authorize City Manager or designee to execute the necessary agreements for the administration of the grant.

ALTERNATIVES:

The City may opt to not accept the grant funding awarded by CalRecycle. Staff does not recommend this as the City would then be required to rely on internal budget resources to meet State mandates.

FISCAL REVIEW:

Revenue and expense appropriations in the amounts of \$295,972, respectively, will be established in the City's State Grant Fund (Fund 231) for the SB 1383 Local Assistance Grant award.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item works toward achieving the following City Council goals:

- Advance Environmental Sustainability and Climate Resiliency
- Strengthen the Public's Safety and Improve the Quality of Life.

CONCLUSION:

Staff recommends the City Council:

1. Accept \$295,972 CalRecycle's SB 1383 Local Assistance Grant Program that was recently awarded to the City.
2. Authorize the City Manager or designee with signature authority to execute all documents necessary to implement the grant and all grant-related reports to CalRecycle.
3. Authorize revenue and expense appropriations in the amounts of \$295,972, respectively to account for the SB 1383 grant award in the City's State Grant Fund (Fund 231).

Request for Approval

Revised May 2024

To: **Karen Kayfetz**
Acting Deputy Director, Division of Circular Economy

From: **Michelle Martin**
Branch Chief, Financial Resources Management Branch

Request Date: **February 14, 2024**

Decision Subject: Awards for the SB 1383 Local Assistance Grant Program (Greenhouse Gas Reduction Fund, Fiscal Year 2022–23)

Action By: February 20, 2024 May 24, 2024

Summary of Request

Staff requests approval of 387 grant awards in the amount of ~~\$109,515,543~~\$109,590,543 for the SB 1383 Local Assistance Grant Program (Program) for fiscal year (FY) 2022–23.

Funding

The FY 2022–23 Budget Act allocated \$180,000,000 to be used to assist local jurisdictions in the implementation of regulations adopted by the Department of Resources Recycling and Recovery pursuant to Chapter 395 of the Statutes of 2016, with \$9,000,000 reserved to cover administrative costs. CalRecycle allocated \$90,000,000 to the SB 1383 Local Assistance Grant Program. The remaining funds were allocated to the Organics Grant Program to fund immediate, critical infrastructure needed to process organic waste as required by SB 1383. After award of the Organics Grant Program, there was \$19,590,543 remaining. Those funds were moved to the SB 1383 Local Assistance Grant making the total amount available for award to \$109,590,543.

Table 1. Funding

Fund Source	Amount Available	Amount to Fund Item	Amount Remaining	Line Item
Greenhouse Gas Reduction Fund	\$109,590,543	<u>\$109,515,543</u> \$109,590,543	\$75,000 \$0	Local Assistance Grants

Background and Findings

Statutory Authority

Senate Bill (SB) 1383 Lara, Chapter 395, Statutes of 2016, set methane emissions reduction targets for California in a statewide effort to reduce emissions of short-lived climate pollutants. The Budget Act of 2022 authorizes CalRecycle to award grants to local jurisdictions to assist in the implementation of programs to meet these statutory requirements.

Program Background

The SB 1383 Local Assistance Grant Program provides funding to assist local jurisdictions with meeting the requirements below:

- Provide organics collection services to all residents and businesses
- Conduct education and outreach to the community
- Secure access to recycling and edible food recovery capacity
- Establish edible food recovery program
- Procure recyclable and recovered organic products
- Monitor compliance and conduct enforcement

Criteria and Process

The Eligibility Criteria and Evaluation Process was approved by the Deputy Director on July 19, 2023 and was presented at the July 2023 CalRecycle Monthly Public Meeting. The Notice of Funds Available was placed on the CalRecycle web site on September 14, 2023, with an appropriate notice sent to interested parties.

Applications were due November 15, 2023, with a secondary due date of December 20, 2023, for authorizing documentation submission. CalRecycle received 390 applications requesting \$78,899,869. Staff reviewed the applications in accordance with the approved evaluation and criteria. Subsequently, three applications did not meet the eligibility requirements and are therefore ineligible. The base grant award is \$75,000 for eligible entities. The remaining funds will be distributed to eligible entities based on per capita calculations using the Department of Finance’s January 2023 population statistics and data provided by special districts. Staff proposes to fund 387 applications.

If additional monies become available, staff recommends funding the remaining applicants.

Listed below are the types of projects recommended for funding. The types of projects recommended for funding include but are not limited to: green bins and food waste counter pails, development of education and outreach materials, record keeping subscriptions, equipment for food rescue, compost procurement, enforcement and inspections, and personal and administrative costs.

Recommendation

Staff recommends approval of 387 grant awards as listed below for \$109,515,543~~\$109,590,543~~.

Table 2. Recommended Awards

Applicant	Award Amount
Alameda County	\$388,722
Amador County <ul style="list-style-type: none"> • City of Amador • City of Lone • City of Jackson • City of Plymouth • City of Sutter Creek 	\$450,000
Castro Valley Sanitary District	\$173,811
Central Contra Costa Solid Waste Authority dba RecycleSmart <ul style="list-style-type: none"> • City of Lafayette • City of Orinda • City of Walnut Creek • Town of Danville • Town of Moraga 	\$531,371
City and County of San Francisco	\$2,161,472
City of Adelanto	\$103,014
City of Agoura Hills	\$75,000
City of Alameda	\$208,212
City of Alhambra	\$218,610
City of Aliso Viejo	\$139,546
City of American Canyon	\$75,000
City of Anaheim	\$858,835
City of Antioch	\$306,999
City of Arcata	\$75,000
City of Artesia	\$75,000
City of Atwater	\$89,452
City of Auburn	\$75,000
City of Avalon	\$75,000
City of Avenal	\$75,000
City of Bakersfield	\$1,065,428
City of Banning	\$89,017
City of Barstow	\$75,000
City of Beaumont	\$154,625
City of Bell Gardens	\$107,651
City of Bellflower	\$207,272
City of Belmont	\$77,478
City of Benicia	\$75,891
City of Berkeley	\$328,023
City of Beverly Hills	\$90,074
City of Big Bear Lake	\$75,000
City of Blythe	\$75,000
City of Brawley	\$79,409
City of Brea	\$132,861

Applicant	Award Amount
City of Brentwood	\$175,139
City of Brisbane	\$75,000
City of Buellton	\$75,000
City of Buena Park	\$224,342
City of Burbank	\$278,760
City of Burlingame	\$86,133
City of Calabasas	\$75,000
City of Calexico	\$108,298
City of Calimesa	\$75,000
City of Camarillo	\$187,556
City of Canyon Lake	\$75,000
City of Capitola	\$75,000
City of Carlsbad	\$304,687
City of Carpinteria	\$75,000
City of Cathedral City	\$141,273
City of Ceres	\$131,683
City of Chico	\$286,162
City of Chino	\$249,249
City of Chino Hills	\$207,619
City of Chula Vista	\$719,552
City of Citrus Heights	\$230,349
City of Claremont	\$103,281
City of Clayton	\$75,000
City of Clovis	\$330,511
City of Coachella	\$118,046
City of Coalinga	\$75,000
City of Colfax	\$75,000
City of Colton	\$145,729
City of Compton	\$250,756
City of Concord	\$324,170
City of Corcoran	\$75,000
City of Corona	\$414,610
City of Coronado	\$75,000
City of Costa Mesa	\$295,972
City of Culver City	\$110,849
City of Cupertino	\$161,264
City of Cypress	\$137,092
City of Daly City	\$270,827
City of Davis	\$174,062
City of Del Mar	\$75,000
City of Delano	\$142,034
City of Desert Hot Springs	\$92,533
City of Diamond Bar	\$146,317
City of Dinuba	\$75,000
City of Dixon	\$75,000

Applicant	Award Amount
City of Dos Palos	\$75,000
City of Downey	\$296,174
City of Dublin	\$193,876
City of East Palo Alto	\$82,120
City of Eastvale	\$188,087
City of El Cajon	\$278,977
City of El Centro	\$123,181
City of El Cerrito	\$75,000
City of El Monte	\$283,529
City of El Segundo	\$75,000
City of Elk Grove	\$466,392
City of Emeryville	\$75,000
City of Encinitas	\$166,263
City of Escalon	\$75,000
City of Escondido	\$395,953
City of Eureka	\$75,785
City of Fairfield	\$317,573
City of Ferndale	\$75,000
City of Fillmore	\$75,000
City of Folsom	\$229,471
City of Fontana	\$561,790
City of Fort Bragg	\$75,000
City of Fortuna	\$75,000
City of Foster City	\$92,779
City of Fountain Valley	\$155,653
City of Fremont	\$602,222
City of Fresno	\$1,415,099
City of Fullerton	\$378,021
City of Galt	\$75,000
City of Garden Grove	\$451,318
City of Gardena	\$162,960
City of Glendale	\$503,362
City of Goleta	\$92,104
City of Grass Valley	\$75,000
City of Gustine	\$75,000
City of Half Moon Bay	\$75,000
City of Hawaiian Gardens	\$75,000
City of Hawthorne	\$229,999
City of Hayward	\$421,847
City of Hemet	\$240,915
City of Hermosa Beach	\$75,000
City of Hesperia	\$267,124
City of Hidden Hills	\$75,000
City of Highland	\$153,056
City of Holtville	\$75,000

Applicant	Award Amount
City of Hughson	\$75,000
City of Huntington Beach	\$514,832
City of Huntington Park	\$146,058
City of Imperial	\$75,000
City of Imperial Beach	\$75,072
City of Indio	\$243,294
City of Industry	\$75,000
City of Inglewood	\$283,195
City of Irvine	\$792,738
City of Jurupa Valley	\$279,920
City of Kerman	\$75,000
City of Kingsburg	\$75,000
City of La Habra	\$168,205
City of La Mesa	\$164,536
City of La Puente	\$104,826
City of La Quinta	\$106,439
City of La Verne	\$91,104
City of Laguna Beach	\$75,000
City of Laguna Hills	\$87,140
City of Laguna Niguel	\$175,628
City of Laguna Woods	\$75,000
City of Lake Elsinore	\$194,453
City of Lake Forest	\$233,689
City of Lakewood	\$215,635
City of Lancaster	\$456,996
City of Lathrop	\$98,934
City of Lawndale	\$88,065
City of Lemon Grove	\$79,101
City of Lemoore	\$77,001
City of Lincoln	\$143,552
City of Livermore	\$227,646
City of Livingston	\$75,000
City of Lodi	\$179,747
City of Lomita	\$75,000
City of Lompoc	\$120,716
City of Long Beach	\$1,194,492
City of Los Alamitos	\$75,000
City of Los Altos	\$88,425
City of Los Angeles	\$9,758,951
City of Lynwood	\$179,579
City of Malibu	\$75,000
City of Manhattan Beach	\$96,873
City of Martinez	\$102,722
City of Maywood	\$75,000
City of Menifee	\$292,997

Applicant	Award Amount
City of Menlo Park	\$92,197
City of Millbrae	\$75,000
City of Milpitas	\$217,999
City of Mission Viejo	\$245,907
City of Modesto	\$569,930
City of Montclair	\$105,184
City of Montebello	\$167,713
City of Monterey Park	\$161,611
City of Moorpark	\$99,117
City of Moreno Valley	\$547,390
City of Morgan Hill	\$290,583
• City of Gilroy	
City of Mountain View	\$224,560
City of Murrieta	\$292,904
City of Napa	\$207,005
City of National City	\$165,976
City of Newark	\$130,984
City of Norco	\$75,000
City of Norwalk	\$270,003
City of Oakdale	\$75,000
City of Oakland	\$1,094,382
City of Oakley	\$124,605
City of Oceanside	\$451,008
City of Ojai	\$75,000
City of Ontario	\$476,003
City of Orange	\$368,156
City of Orange Cove	\$75,000
City of Oroville	\$75,000
City of Oxnard	\$519,396
City of Pacifica	\$104,117
City of Palm Desert	\$139,155
City of Palm Springs	\$122,267
City of Palmdale	\$437,684
City of Palo Alto	\$182,321
City of Palos Verdes Estates	\$75,000
City of Paramount	\$143,202
City of Pasadena	\$362,784
City of Patterson	\$75,000
City of Pico Rivera	\$165,978
City of Pinole	\$75,000
City of Pittsburg	\$201,796
City of Placentia	\$144,054
City of Placerville	\$75,000
City of Pleasant Hill	\$94,576
City of Pleasanton	\$206,068

Applicant	Award Amount
City of Point Arena	\$75,000
City of Porterville	\$170,155
City of Poway	\$133,635
City of Rancho Cordova	\$218,128
City of Rancho Cucamonga	\$457,434
City of Rancho Mirage	\$75,000
City of Rancho Palos Verdes	\$114,339
City of Rancho Santa Margarita	\$129,967
City of Redding	\$247,509
City of Redlands	\$194,451
City of Redondo Beach	\$185,221
City of Redwood City	\$219,107
City of Reedley	\$75,000
City of Rialto	\$274,747
City of Richmond	\$302,018
City of Ridgecrest	\$80,305
City of Rio Dell	\$75,000
City of Rio Vista	\$75,000
City of Ripon	\$75,000
City of Riverbank	\$75,000
City of Riverside	\$820,247
City of Rocklin	\$192,398
City of Rolling Hills	\$75,000
City of Rolling Hills Estates	\$75,000
City of Roseville	\$404,054
City of Sacramento	\$1,349,680
City of San Bruno	\$116,990
City of San Buenaventura	\$286,025
City of San Carlos	\$84,476
City of San Diego	\$3,551,023
City of San Dimas	\$96,342
City of San Fernando	\$75,000
City of San Gabriel	\$107,700
City of San Jacinto	\$148,186
City of San Jose	\$2,491,720
City of San Juan Capistrano	\$98,957
City of San Leandro	\$234,647
City of San Marcos	\$252,856
City of San Mateo	\$275,609
City of San Pablo	\$89,149
City of San Ramon	\$222,667
City of Sanger	\$76,049
City of Santa Ana	\$783,881
City of Santa Barbara	\$229,264
City of Santa Clara	\$351,102

Applicant	Award Amount
City of Santa Cruz	\$171,801
City of Santa Fe Springs	\$75,000
City of Santa Maria	\$291,555
City of Santa Monica	\$245,580
City of Santa Paula	\$89,465
City of Santee	\$161,453
City of Scotts Valley	\$75,000
City of Seal Beach	\$75,000
City of Selma	\$75,000
City of Shafter	\$75,000
City of Solana Beach	\$75,000
City of South Gate	\$247,931
City of South Lake Tahoe	\$75,000
City of South San Francisco	\$174,647
City of Stanton	\$109,300
City of Stockton	\$835,924
City of Suisun City	\$81,822
City of Sunnyvale	\$412,829
City of Taft	\$75,000
City of Tehachapi	\$75,000
City of Temecula	\$290,059
City of Thousand Oaks	\$326,482
City of Torrance	\$378,497
City of Tracy	\$255,665
City of Trinidad	\$75,000
City of Tulare	\$188,509
City of Turlock	\$191,561
City of Tustin	\$214,092
City of Twentynine Palms	\$75,241
City of Union City	\$180,941
City of Upland	\$211,031
City of Vacaville	\$269,105
City of Vallejo	\$323,093
City of Vernon	\$75,000
City of Victorville	\$363,315
City of Villa Park	\$75,000
City of Visalia	\$378,430
City of Vista	\$266,591
City of Wasco	\$77,035
City of Watsonville	\$137,242
City of West Sacramento	\$148,404
City of Westlake Village	\$75,000
City of Westminster	\$242,417
City of Whittier	\$234,113
City of Wildomar	\$102,186

Applicant	Award Amount
City of Willits	\$75,000
City of Winters	\$75,000
City of Woodlake	\$75,000
City of Woodland	\$163,146
City of Yorba Linda	\$181,754
City of Yucaipa	\$147,896
Contra Costa County	\$459,414
Costa Mesa Sanitary District	\$315,341
Del Norte Solid Waste Management Authority <ul style="list-style-type: none"> • City of Crescent City • Del Norte County 	\$150,000
El Dorado County	\$416,857
El Dorado Hills Community Services District	\$126,168
Fresno County	\$419,377
Garden Grove Sanitary District	\$455,122
Heber Public Utility District	\$75,000
Helendale Community Service District	\$75,000
Home Garden Community Services District	\$75,000
Humboldt County	\$191,655
Imperial County	\$95,705
Kensington Police Protection and Community Services District	\$75,000
Kern County	\$793,965
Kings County	\$87,593
Lake County	\$125,832
Los Angeles County	\$2,592,030
Madera County	\$199,091
Marin City Community Services District	\$75,000
Marin County Hazardous and Solid Waste Management Joint Powers Authority <ul style="list-style-type: none"> • City of Belvedere • City of Larkspur • City of Mill Valley • City of Novato • City of San Rafael • City of Sausalito • Marin County • Town of Corte Madera • Town of Fairfax • Town of Ross • Town of San Anselmo • Town of Tiburon 	\$1,157,867

Applicant	Award Amount
Mariposa County	\$75,000
Mendocino County	\$165,846
Merced County	\$242,717
Midway City Sanitary District	\$274,786
Modoc County	\$75,000
Montara Water & Sanitary District	\$75,000
Monterey County	\$277,986
Monterey Regional Waste Management District (dba ReGen Monterey) <ul style="list-style-type: none"> • City of Carmel-by-the-Sea • City of Del Rey Oaks • City of Marina • City of Monterey • City of Pacific Grove • City of Sand City • City of Seaside • Pebble Beach Community Services District 	\$612,849
Mountain House Community Service District	\$75,000
Nevada County	\$182,132
Novato Sanitary District	\$163,454
Orange County	\$350,165
Oro Loma Sanitary District	\$357,637
Phelan Pinon Hills Community Services District	\$75,360
Placer County	\$297,821
Plumas County	\$75,000
Rancho Murieta Community Services District	\$75,000
Regional Waste Management Authority <ul style="list-style-type: none"> • City of Live Oak • City of Marysville • City of Wheatland • City of Yuba City • Sutter County • Yuba County 	\$667,656
Riverside County	\$1,048,132
Rodeo Sanitary District	\$75,000
Sacramento County	\$1,557,735
Salinas Valley Solid Waste Authority <ul style="list-style-type: none"> • City of Gonzales • City of Greenfield • City of King City • City of Salinas • City of Soledad 	\$722,025

Applicant	Award Amount
San Benito County Integrated Waste Management Regional Agency <ul style="list-style-type: none"> • City of Hollister • City of San Juan Bautista • San Benito County 	\$269,157
San Bernardino County	\$778,319
San Diego County	\$1,328,221
San Gabriel Valley Council of Governments <ul style="list-style-type: none"> • City of Arcadia • City of Azusa • City of Baldwin Park • City of Covina • City of Duarte • City of Glendora • City of Irwindale • City of La Canada Flintridge • City of Monrovia • City of Pomona • City of Rosemead • City of San Marino • City of Sierra Madre • City of South El Monte • City of South Pasadena • City of Temple City • City of Walnut • City of West Covina 	<u>\$2,314,899</u> \$2,389,899
San Joaquin County	\$416,125
San Luis Obispo County	\$321,734
San Luis Obispo County Integrated Waste Management Authority <ul style="list-style-type: none"> • Avila Beach Community Services District • California Valley Community Service District • Cambria Community Services District • Cayucos Sanitary District • City of Arroyo Grande • City of Atascadero • City of Grover Beach • City of Morro Bay • City of Paso Robles • City of Pismo Beach • City of San Luis Obispo • Heritage Ranch Community Service District • Los Osos Community Services District • Nipomo Community Service District 	\$1,430,723

Applicant	Award Amount
<ul style="list-style-type: none"> • Oceano Community Service District • San Miguel Community Services District • San Simeon Community Services District • Templeton Community Service District 	
San Mateo County	\$165,976
Santa Barbara County	\$365,114
Santa Clara County	\$245,397
Santa Cruz County	\$338,133
Santa Lucia Community Services District	\$75,000
Shasta County <ul style="list-style-type: none"> • City of Anderson • City of Shasta Lake 	\$328,282
Siskiyou County <ul style="list-style-type: none"> • City of Dorris • City of Dunsmuir • City of Etna • City of Fort Jones • City of Montague • City of Mount Shasta • City of Tulelake • City of Weed • City of Yreka 	\$750,000
Solano County	\$75,000
Sonoma County Waste Management Agency <ul style="list-style-type: none"> • City of Cloverdale • City of Cotati • City of Healdsburg • City of Petaluma • City of Rohnert Park • City of Santa Rosa • City of Sebastopol • City of Sonoma • Sonoma County • Town of Windsor 	\$1,537,564
Stanislaus County	\$292,184
Tamalpais Community Services District <ul style="list-style-type: none"> • Almonte Sanitary District • Alto Sanitary District • Bolinas Community Public Utility District • Homestead Valley Sanitary District • Las Gallinas Valley Sanitary District • Strawberry Recreation District 	\$535,781

Applicant	Award Amount
Tehama County Solid Waste Management Agency <ul style="list-style-type: none"> • City of Corning • City of Red Bluff • City of Tehama • Tehama County 	\$340,333
Town of Apple Valley	\$202,280
Town of Atherton	\$75,000
Town of Colma	\$75,000
Town of Hillsborough	\$75,000
Town of Loomis	\$75,000
Town of Mammoth Lakes	\$75,000
Town of Paradise	\$75,000
Town of Portola Valley	\$75,000
Town of Truckee	\$75,000
Town of Woodside	\$75,000
Town of Yucca Valley	\$75,000
Tulare County	\$354,476
Tuolumne County <ul style="list-style-type: none"> • City of Sonora 	\$211,328
Upper Valley Waste Management Agency <ul style="list-style-type: none"> • City of Calistoga • City of St Helena • Napa County • Town of Yountville 	\$300,000
Ventura County	\$246,469
West Contra Costa Integrated Waste Management Authority <ul style="list-style-type: none"> • City of Hercules 	\$76,194
West Valley Solid Waste Management Authority <ul style="list-style-type: none"> • City of Campbell • City of Monte Sereno • City of Saratoga • Town of Los Gatos 	\$374,757
Yolo County	\$99,195
Total Award	<u>\$109,515,543</u>
	<u>\$109,590,543</u>

Revisions were made to the RFA because one of the participating jurisdictions was not able to resolve the outstanding debt issue in time and were subsequently removed from the grant award.

Deputy Director Action

On the basis of the information and analysis in this Request for Approval and the findings set out herein, I hereby conditionally approve the grant awards for the SB 1383 Local Assistance Grant Program as listed in Table 2. Each proposed grantee's award is subject to three conditions:

1. The recommended grantee must pay all outstanding debts due to CalRecycle, or bring current any outstanding payments owed to CalRecycle, within 60 days of the date of the award email.
2. The recommended grantee is responsible for submitting all outstanding documents required by CalRecycle during the application process, as well as those identified in the Application Guidelines and Instructions, prior to the release of funding.
3. The recommended grantee must have a valid Resolution in place within 60 days of the date of the award email.

Signed By: Karen Kayfetz, Acting Deputy Director

Karen Kayfetz
Acting Deputy Director

May 30, 2024

Dated



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-402

Meeting Date: 11/19/2024

TITLE:

AWARD THE MAINTENANCE SERVICES AGREEMENT FOR SIDEWALK INSPECTIONS WITH PRECISION CONCRETE CUTTING

DEPARTMENT: PUBLIC WORKS DEPARTMENT/MAINTENANCE SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: ROBERT RYAN, MAINTENANCE SERVICES MANAGER, (714) 754-5123

RECOMMENDATION:

Staff recommends the City Council:

1. Award the Maintenance Services Agreement (MSA) for citywide sidewalk inspections with Precision Concrete Cutting, for an initial two-year period with three one-year renewal periods for a not-to-exceed annual amount of \$150,000.
2. Authorize the City Manager or designee to execute the agreement and future amendments to this agreement within Council authorized limits.

BACKGROUND:

The City of Costa Mesa has over 1,500,000 linear feet of sidewalk throughout the City. Historically, the Public Works Department has utilized a combination of in-house staff and outside contractors to maintain uneven sidewalk lifts and gutter flow locations throughout the City by grinding down offsets of 1/2 inch to 3/4 inch. Temporary asphalt ramps are installed to address offsets that are greater than 3/4 inch and those locations are then added to a list for future sidewalk replacement projects.

ANALYSIS:

Staff is continuously seeking methods to ensure that City sidewalks are safe, accessible and ADA-compliant. Precision Concrete Cutting was identified as a contractor that can provide comprehensive Sidewalk Assessment Surveys using specialized GPS software to identify problem areas and provide an in-depth report and recommendations to resolve those issues. The survey will provide the size and severity of the offset, prioritize the offsets for remediation based on risk factors, and track areas that require complete replacement. All data will be summarized by street segment and physical address. Repairs to the sidewalks will be performed under separate agreements with outside contractors as well as by City staff.

In order to identify a scope of work and a contract that met the needs of the City, staff compared contracts between Precision Concrete Cutting and other government agencies using a competitive pricing arrangement. Subsequently, staff identified a cooperative agreement between CollegeBuys and Precision Concrete Cutting for on-call sidewalk assessment, which included a well-defined scope of work that addressed all of staff concerns and criteria (Attachment 1). The term of the agreement is for an initial two (2) year period with the option for three (3) additional one-year extensions. This agreement through CollegeBuys meets all of the City of Costa Mesa's purchasing requirements and the State of California in regard to regional cooperative purchasing agreements. CollegeBuys established pre-approved contractors following a nationwide competitive process. This assures that the City receives the lowest available pricing and meets the competitive bidding process requirements, and has been utilized successfully to procure services in the past.

Staff recommends that the City Council award the Maintenance Services Agreement (Attachment 2) to Precision Concrete Cutting in the amount of \$150,000 annually over the contract period. This will provide assessment and implementation of recommendations for approximately 20 percent of City sidewalks annually.

ALTERNATIVES:

Staff could advertise its own separate Invitation for Bid and not utilize an already existing eligible competitive agreement. However, this alternative would not result in locating a higher-rated company with more competitive pricing than received through the cooperative agreement with College Buys. Additionally, the City would be without critical surveying services until the new process and contract award are completed creating further delays.

FISCAL REVIEW:

The funding for this contract is available in the Fiscal Year 2024-25 budget and future Public Works Department budget, which includes, but are not limited to, the General Fund (Fund 101), Gas Tax Fund (Fund 201), Capital Improvement Fund (Fund 401), and other funds on an as-needed basis.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND OBJECTIVES:

This agreement works toward achieving the following City Council goal:

- Strengthen the public's safety and improve the quality of life.
- Maintain and Enhance the City's Infrastructure, Facilities, Equipment, and Technology.

CONCLUSION:

Staff recommends the City Council:

1. Award the Maintenance Services Agreement (MSA) for citywide sidewalk inspections with Precision Concrete Cutting, for an initial two-year period with three one-year renewal periods for a not-to-exceed annual amount of \$150,000.
2. Authorize the City Manager or designee to execute the agreement and future amendments to this agreement within Council authorized limits.

CollegeBuys Master Services Agreement



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES

Agreement No. 00006494

This Master Agreement ("Agreement") is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, ("Foundation") and Precision Emprise LLC dba Precision Concrete Cutting a California limited liability company, ("Supplier").

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement").

The term of this Agreement is December 1, 2022 through November 30, 2025

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	Recitals	Page 2
Exhibit B	Terms and Conditions	Page 3
Exhibit C	Special Terms and Conditions	Page 7
Exhibit D	Notices	Page 10
Exhibit E	General Provisions	Page 11
Exhibit F	Products and Services	Page 13
Exhibit G	Supplier Commitment & Program Promotion	Page 17
Exhibit H	Sample Form of Supplier Quarterly Reporting to Foundation	Page 19
Exhibit I	Cooperative Utilization	Page 20
Exhibit J	Contract Amendments/Modifications	Page 30

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

SUPPLIER

By: Marc Cussenot
Marc Cussenot (Dec 1, 2022 13:44 PST)

Print Name: Marc Cussenot

Title: CEO

Date: Dec 1, 2022

SUPPLIER – second signature if applicable

By: _____

Print Name: _____

Title: _____

Date: _____

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: Jorge Sales
JORGE SALES (Dec 1, 2022 12:46 PST)

Print Name: Jorge J.C. Sales

Title: Vice President of Program Development

Date: Dec 1, 2022

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES – signature 2 if applicable

By: Joseph Quintana

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Dec 2, 2022

EXHIBIT A

(Master Services Agreement)

RECITALS

1. **WHEREAS**, the Foundation is a 501(c)(3) nonprofit organization and established the official auxiliary organization for the California Community College Board of Governors and the California Community Colleges Chancellor's Office in accordance with California Education Code 72670.5 and may enter into systemwide agreements on behalf of the California Community Colleges in accordance with California Public Contract Code 20661;
2. **WHEREAS**, the Foundation developed, supports, and operates CollegeBuys, a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Supplier with marketing and promotional services for Supplier's products and/or services;
3. **WHEREAS**, the Foundation has determined that it is a benefit to establish a Master Agreement with established suppliers so that any or all California public agencies, public and private school districts, or public and private colleges or universities may purchase products at prices stated in this Agreement;
4. **WHEREAS**, Supplier provides trip hazard repair for uneven sidewalks and other concrete walkways as agreed upon in this Agreement and attached hereto as Exhibit F;
5. **WHEREAS**, Supplier desires to make this Master Agreement available to public and private school districts, as well as public and private colleges or universities (hereinafter referred to individually as "Participating Agency" or collectively as "Participating Agencies"), specifically including California Community Colleges, which are supported, in part, by the Foundation; and
6. **WHEREAS**, Foundation seeks to offer and raise awareness of Supplier's products and/or services to Participating Agencies in exchange for an administrative fee.

EXHIBIT B

(Master Services Agreement)

TERMS AND CONDITIONS

1. Master Agreement. The Agreement of the parties consists of this Master Agreement (including the above recitals and these Terms and Conditions) and all Exhibits attached hereto or subsequently signed by the parties. This Master Agreement and all applicable Exhibits are hereinafter collectively referred to as the “Agreement.” In the event of a conflict between the Terms and Conditions and any Exhibits, the Terms and Conditions shall take precedence.
2. Products and Services Ordered. Subject to the terms of this Agreement, Foundation will provide this Master Agreement to interested Participating Agencies for the services and or products identified in Exhibit F.
3. Administration. Foundation shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Agreement as set forth herein, and Supplier hereby agrees that Foundation shall act in the capacity of administrator of purchases under the Agreement.
4. Purchasing. With respect to any purchases by Participating Agencies pursuant to the Agreement, Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or said Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement.
5. Term.
 - a. This Agreement shall begin on December 1, 2022 (“Effective Date”) and shall terminate on November 30, 2025, unless extended in accordance with term 5(b) below.
 - b. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for seven (7) additional one (1) year periods (“the Extended Term”). If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new Term extension or subsequent Agreement, Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.

6. Termination. This Agreement may be terminated by the Foundation for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.
7. Payment Terms. The payment obligations of the purchaser shall be set forth in the Agreement attached herein addressing the specific service and or product being ordered. Also, see Quarterly Fees & Reporting below for specific requirements.
8. Assignment. The Foundation's rights and obligations hereunder may be assigned at Foundation's sole discretion to an existing or newly established legal entity that has the authority and capacity to perform Foundation's obligations hereunder. Supplier may assign its rights and obligations hereunder to an existing or newly established legal entity that has the authority and capacity to perform Supplier's obligations hereunder with the prior written consent of the Foundation.
9. Use of Logo. The Foundation's prior review and written approval is required for any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.
10. Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.
 - a. Workers' Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
 - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - c. Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

11. Special Provisions.

a. Promotion.

- i. Supplier Commitments. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Promotion attached hereto and incorporated herein as Exhibit G.
- ii. Availability of Master Agreement. Upon request, Supplier shall make available to interested Participating Agencies a copy of the Master Agreement as may be necessary for such agencies to evaluate potential purchases.

b. Quarterly Fees & Reporting.

- i. Quarterly Administrative Fee. Supplier shall pay Foundation a quarterly administrative fee in the amount of 3% of the total purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Agencies under said Master Agreement and provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit H. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
- ii. Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation. Quarterly reports and the administrative fee applicable to each quarter, as described in item 11(b)(i) above, are due within thirty (30) days of the end of each calendar quarter.
- iii. Default. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 11(b)(i) shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of one and one half percent (1.5%) per month until paid.
- iv. Errors and Omissions. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omissions(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever

comes first) has lapse, the Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11(b)(ii) above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).

- v. Right to Compare Records. Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports. Supplier shall be obligated to reimburse any and all Foundation's costs and expenses related to or connected with the record and report reviews, the audit, Foundation staff time and expenses, counsel, and collection.

EXHIBIT C

(Master Services Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Iran Contracting Act Verification.** If the estimated spend throughout the life of this Agreement is estimated to exceed one million dollars, (\$1,000,000.00), Supplier must appropriately fill out and sign the Iran Contracting Act Verification, as specified under Public Contract Code §§ 2202 – 2208.
2. **Work-Site Conditions.** Supplier shall keep the work site clean and free from unreasonable accumulation of excess dirt, materials or waste caused by Supplier. Supplier shall dispose of all materials and debris accumulated in conjunction with completing this work off campus daily. Supplier shall not use Participating Agency refuse containers, unless authorized by designated Participating Agency representative. Supplier will be required to coordinate reclamation/disposal of all materials. Supplier shall provide Participating Agency with proof of reclamation.
3. **Prevailing Wage.** Supplier must adhere to all applicable laws and codes pertaining to licensing, prevailing wage rates, bonding, labor code requirements, etc., and ensure that the same is adhered to by any sub-contractor during performance under the Agreement.
4. **Professional Licenses.** Supplier must possess all trade, professional or business licenses as may be required to provide products and services for Participating Agency.
5. **Price Increases.** Supplier shall hold firm List Prices in Exhibit F for the first year of the contract. Thereafter, a price increase can occur no more than once per a 365-day period.
 - a. Supplier agrees to present any and all Price Increase Requests to Foundation at least ninety (90) days prior to the requested increase start date, including all pertinent support documentation that will allow Foundation to effectively and efficiently evaluate the Request.
 - b. Foundation reserves the right to either deny or negotiate any price increase requested.
 - c. Price increases will not be effective until Supplier receives the expressed written approval from Foundation. Foundation will issue a letter of acceptance to Supplier stating the earliest date the price increase can go into effect. This will be a minimum of sixty (60) days from date of acceptance.
 - d. Following acceptance, Supplier is responsible for communicating the price increase acceptance to all Participating Agencies who have ordered, or requested a quotation, within thirty (30) days of approval.
 - e. At minimum, Supplier will be asked to honor any quotation made with the old pricing for ninety (90) days from effective date of the price increase.

INSTALLATION REQUIREMENTS

Installation, maintenance and repair must meet or exceed any applicable Federal, State, and Local Building Codes, Requirements, or Standards. The Supplier is the expert in all projects and situations and is responsible for site inspection and to advise the purchasing entity on the proper product, preparation work, and installation.

For installation of all materials, installer shall use only trained and experienced applicators who are familiar with the requirements of this work.

In acceptance, or rejection of installed product, no allowance will be made for lack of skill on the part of the installer.

IRAN CONTRACTING ACT VERIFICATION
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your supplier or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – THIS PROJECT IS LESS THAN \$1,000,000.

OPTION #2 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Supplier Name/Financial Institution</i> <i>Precision Emprise LLC dba Precision Concrete Cutting</i>	<i>Federal ID Number (or n/a)</i> 82-1353472
<i>By (Authorized Signature)</i> <u>Marc Cussenot</u> <small>Marc Cussenot (Dec 1, 2022 13:44 PST)</small>	<i>Date Executed:</i> Dec 1, 2022
<i>Printed Name and Title of Person Signing: Marc Cussenot, CEO</i>	

OPTION #3 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Supplier Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature):</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing</i>	

EXHIBIT D

(Master Services Agreement)

NOTICES

Unless otherwise expressly provided herein, all reports, notices or other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. Foundation may, by written or electronic notice delivered to Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

FOUNDATION:

Foundation for California Community Colleges
CollegeBuys Program
1102 Q Street, Suite 4800
Sacramento, CA 95811
cbreporting@foundationccc.org

SUPPLIER:

Precision Emprise LLC dba Precision Concrete Cutting
Marc Cussenot
335 Beach Road
Burlingame, CA 94010
415.638.7006
mcussenot@PCCnorcal.com

EXHIBIT E

(Master Services Agreement)

GENERAL PROVISIONS

1. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
2. Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.
3. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
5. Choice of Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.
6. Binding Power. This Agreement shall inure to the benefit of and shall be binding upon the Foundation, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
7. Independent Parties. This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.

8. Indemnification. Supplier, its heirs and/or its assigns (“Indemnitor”) will indemnify, defend and hold Foundation, and its directors, officers, employees, and agents (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees and costs, resulting from, arising out of, or connected with (a) the performance of its obligations under this Agreement or omissions relating to same by Indemnitor, Indemnitor’s employees, Indemnitor’s subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor’s or Indemnitees’ infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Foundation must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.
9. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
10. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

EXHIBIT F
(Master Services Agreement)

PRODUCTS AND SERVICES

Lowest Price Commitment Certification

In accordance with regulations established for California Public Contract Code 20661(a)(2) and California Code of Regulations Title 5 section 59131(b), the Foundation shall require a vendor to certify that the goods or services provided pursuant to the contract shall carry the lowest cost available upon the same terms, conditions, and specifications. As such, Supplier certifies that the cost to each California Community College District that is a beneficiary of this Agreement is lower than the cost a California Community College District could obtain through its standard contracting procedures and is the lowest cost available for the same products and/or services in Exhibit F, upon the same terms, conditions, and specifications herein. This certification does not preclude Supplier from providing greater discounts than outlined in Exhibit F to a California Community College District in recognition of unique factors such as volume spend.

[SUPPLIER]

By: Marc Cussenot Date: Dec 1, 2022
Marc Cussenot (Dec 1, 2022 13:44 PST)

Print Name: Marc Cussenot Title: CEO

Billing Units: Services are billed in “Inch Feet”. An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5” rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$0.5'' + 0'' \times 4\text{ft} = 1 \text{ inch-foot}$$

Unit Price for sidewalk shaving: \$56.5 per inch-foot until 12/31/2022 and \$62 per inch-foot in 2023. To be defined for 2024 and beyond.

Terms and Conditions of Engagement and Authorization to Commence Work

The undersigned (the "Customer") hereby engages Precision Concrete Cutting ("PCC") and agrees to the terms and conditions set forth below. PCC removes only those trip hazards specifically requested by customers, and therefore makes no guarantee or representation that the property is free of trip hazards after the contract is completed except those trip hazards specifically requested by Customer. In addition, PCC only performs certain trip hazard repairs. Among other things, PCC does not remove and replace sidewalk slabs (R&Rs) and does not repair certain ATTNs (e.g. utility boxes). Furthermore, to preserve clients' budget, PCC typically does not perform any repair at and around any sidewalk slabs that require to be replaced. Also, it is recognized that after completion of the contract, trip hazards may and frequently do continue to move naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PCC is not responsible for movement or changes in the sidewalks and is not liable for any related claims, losses, damages, or liabilities thereto pertaining.

It is the customers' responsibility to provide proper access and PCC assumes no liability for trip hazards that cannot be identified or repaired due to parked vehicles or other obstacles preventing safe and practical access. In this case, PCC will return one extra time to complete the repairs and will charge a fee of up to \$250 per mobilization. Similarly, if repair work needs to be rescheduled less than 3 business days before any agreed upon working date, PCC will charge a rescheduling fee of up to 10% of the contract value.

Proposals based on volume of work as estimated per our sidewalk assessment, which is valid for one year.. Payment terms of invoices are 15 days unless otherwise stated. Contracts greater than \$25,000 are invoiced monthly.

By signing below, I attest that I have read the above statements, understand them completely, and agree. I confirm that I am duly authorized to sign this agreement on behalf of the Customer. By my signature, PCC is approved to complete the work detailed in this proposal in accordance with PCC's schedule and pricing below and attached. Also, Payment of PCC's invoice(s) will confirm that I have inspected PCC's work and that it was performed to my satisfaction.

Date: _____ **P.O.#:** _____

Signature Authorized Agent: _____

Print Name & Title: _____

Is it OK to perform work on Saturdays? Yes _____ / No _____

Is work on Saturdays required to ensure safety and avoid disruption? Yes _____ / No _____

EXHIBIT G

(Master Services Agreement)

SUPPLIER COMMITMENT & PROGRAM PROMOTION

Supplier Commitment

The Foundation for California Community Colleges (“Foundation”) asks each Supplier to make four basic commitments to ensure the overall success of the program.

Corporate Commitment - A commitment that the Foundation has the support of senior management, and that the Foundation contract is the Supplier’s primary offering to Participating Agencies, specifically to the California Community Colleges. The Supplier shall make its existing public and private agency clients aware of its Foundation contract, and upon the public and private agency’s request, such agency will be transitioned to the Supplier’s Foundation contract.

Sales Commitment - A commitment that the Supplier will market Foundation contract and that the sales force will be trained, engaged and committed to offering Foundation agreement to Participating Agencies nationwide, with a further commitment that all Foundation sales be accurately and timely reported.

Service Commitment - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all Participating Agencies purchasing through Foundation’s contract.

Communication and Information Commitment - Establish the following communication links to facilitate customer access and communication:

- ❑ An email address for general inquiries
- ❑ Provide the following for Foundation website use:
 - Standard logos
 - Summary of products and pricing
 - Information web-link to Supplier’s website
 - Overall information about Supplier
 - Other promotional material as desired

Supplier Program Promotion

The Foundation recognizes that each Supplier has a successful business and may choose to meet its commitments to Foundation purchasing programs in a variety of ways that best suit the supplier’s business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing the Foundation contract:

Account Management Team – The Supplier shall provide an Account manager with the authority and responsibility for the overall success of the Foundation contract within the Supplier’s organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from Foundation concerning new public agency registrations, and for ensuring timely follow up by the Supplier’s staff to requests for contact from public school districts. Additionally, Foundation suggests the

Supplier implement and support a Supplier-based internet web page dedicated to the Supplier's Foundation program and linked to the CollegeBuys website.

Quarterly Review – Upon request, Foundation will schedule a quarterly review with the Supplier to evaluate the Supplier's performance of Supplier Commitments and Program Standards outlined herein.

Foundation Purchasing Program Awareness – Foundation is responsible for marketing the overall Foundation purchasing program concept and programs to Participating Agencies. Foundation marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing promotional material such as logos and by participating in related trade shows and conferences. Foundation employs a marketing team, a web-based lead referral system, a network of partner associations, direct mail, the Internet and newsletters and other publications to increase CollegeBuys awareness.

Supplier Sales - Supplier is responsible for proactive direct sales of Supplier's goods and services to Participating Agencies and the timely follow up to leads established by Foundation. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the CollegeBuys logo. Foundation will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier's sales initiatives should communicate:

- ☐ No cost to participate
- ☐ Non-exclusive contracts

Sales Force Training - Supplier is responsible for the training of its sales force on the Foundation contract. Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:

- ☐ Key features of Foundation contract
- ☐ Understanding of the process of development of the Agreement
- ☐ Working knowledge of Foundation Organization and Solicitation Process
- ☐ Awareness of the range of Participating Agencies that can access Foundation

EXHIBIT H
(Master Services Agreement)

SAMPLE FORM OF SUPPLIER QUARTERLY REPORTING TO FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

College Name Association Name	PO Number	Supplier Invoice Number	Invoice Amount \$	Savings \$	FCCC Admin. Fee \$
TOTAL	-	-			

NOTE: Reports to be submitted in Microsoft Excel

*Excluding taxes, additional services and transportation

EXHIBIT I

(Master Services Agreement)

COOPERATIVE UTILIZATION

This Master Agreement is available to public and private school districts, as well as public and private colleges or universities (referred to individually as “Participating Agency” or collectively as “Participating Agencies”), specifically including California Community Colleges, which are supported, in part, by the Foundation.

A list of all California Community Colleges, California State Universities, and AICCU Member Institutions is provided below for reference. K-12 districts may also procure under this Agreement pursuant to Public Contract Code Section 20118. The below list does not preclude any Participating Agency that is not listed from purchasing from this Agreement.

List of California Community Colleges

District	College	College Address	City	Zip
Allan Hancock Joint CCD	Allan Hancock College	800 S. College Dr.	Santa Maria	93454
Antelope Valley CCD	Antelope Valley College	3041 West Ave K.	Lancaster	93536
Barstow CCD	Barstow College	2700 Barstow Rd	Barstow	92311
Butte-Glenn CCD	Butte College	3536 Butte Campus Dr.	Oroville	95965
Cabrillo CCD	Cabrillo College	6500 Soquel Dr.	Aptos	95003
Cerritos CCD	Cerritos College	111110 Alondra Boulevard	Norwalk	90650
Chabot-Las Positas CCD	Chabot College	25555 Hesperian Blvd.	Hayward	94545
Chabot-Las Positas CCD	Las Positas College	3033 Collier Canyon Rd.	Livermore	94551
Chaffey CCD	Chaffey College	5885 Haven Ave.	Rancho Cucamonga	91737
Citrus CCD	Citrus College	1000 West Foothill Blvd.	Glendora	91741
Coast CCD	Coastline Community College	11460 Warner Avenue	Fountain Valley	92708
Coast CCD	Golden West College	15744 Goldenwest St.	Huntington Beach	92647
Coast CCD	Orange Coast College	2701 Fairview Rd, PO Box 5005	Costa Mesa	92628
Compton CCD	Compton College	1111 Artesia Blvd.	Compton	90221
Contra Costa CCD	Contra Costa College	2600 Mission Bell Dr.	San Pablo	94806
Contra Costa CCD	Diablo Valley College	321 Golf Club Rd.	Pleasant Hill	94523
Contra Costa CCD	Los Medanos College	2700 E. Leland Rd.	Pittsburg	94565
Copper Mountain CCD	Copper Mountain College	6162 Rotary Way (PO Box 1398)	Joshua Tree	92252
Desert CCD	College of the Desert	43500 Monterey Ave	Palm Desert	92260
El Camino CCD	El Camino College	16007 Crenshaw Blvd.	Torrance	90506
Feather River CCD	Feather River College	570 Golden Eagle Ave	Quincy	95971
Foothill-De Anza CCD	De Anza College	21250 Stevens Creek Blvd.	Cupertino	95014
Foothill-De Anza CCD	Foothill College	12345 El Monte Rd	Los Altos Hills	94022
Gavilan CCD	Gavilan College	5055 Santa Teresa Blvd.	Gilroy	95020
Glendale CCD	Glendale College	1500 N Verdugo Rd.	Glendale	91208

District	College	College Address	City	Zip
Grossmont-Cuyamaca CCD	Cuyamaca College	900 Rancho San Diego Pkwy.	El Cajon	92019
Grossmont-Cuyamaca CCD	Grossmont College	8800 Grossmont College Dr.	El Cajon	92020
Hartnell Joint CCD	Hartnell College	156 Homestead Ave.	Salinas	93901
Imperial Valley CCD	Imperial Valley College	380 E. Aten	Imperial	92251
Kern CCD	Bakersfield College	1801 Panorama Dr.	Bakersfield	93305
Kern CCD	Cerro Coso Community College	3000 College Heights Blvd	Ridgecrest	93555
Kern CCD	Porterville College	100 E College Ave.	Porterville	93257
Lake Tahoe CCD	Lake Tahoe Community College	1 College Dr.	So. Lake Tahoe	96150
Lassen CCD	Lassen College	P.O. Box 3000	Susanville	96130
Long Beach CCD	Long Beach City College - Liberal Arts	1305 E Pacific Coast Hwy	Long Beach	90806
Los Angeles CCD	East Los Angeles College	1301 Avenida Cesar Chavez	Monterey Park	91754
Los Angeles CCD	Los Angeles City College	855 N Vermont Ave.	Los Angeles	90029
Los Angeles CCD	Los Angeles Harbor College	1111 Figueroa Pl.	Wilmington	90744
Los Angeles CCD	Los Angeles Mission College	13356 Eldridge Ave	Sylmar	91342
Los Angeles CCD	Los Angeles Pierce College	6201 Winnetka Ave., PMB 103	Woodland Hills	91371
Los Angeles CCD	Los Angeles Southwest College	1600 Imperial Hwy.	Los Angeles	90047
Los Angeles CCD	Los Angeles Trade-Tech College	400 W. Washington Blvd.	Los Angeles	90015
Los Angeles CCD	Los Angeles Valley College	5800 Fulton Ave.	Valley Glen	91401
Los Angeles CCD	West Los Angeles College	9000 Overland Ave.	Culver City	90230
Los Rios CCD	American River College	4700 College Oaks Dr.	Sacramento	95841
Los Rios CCD	Cosumnes River College	8401 Center Pkwy.	Sacramento	95823
Los Rios CCD	Folsom Lake College	100 Clarksville Road	Folsom	95630
Los Rios CCD	Sacramento City College	3835 Freeport Blvd.	Sacramento	95822
Marin CCD	College of Marin	835 College Ave.	Kentfield	94904
Mendocino-Lake CCD	Mendocino College	1000 Hensley Creek Rd.	Ukiah	95482
Merced CCD	Merced College	3600 M Street	Merced	95348

District	College	College Address	City	Zip
MiraCosta CCD	MiraCosta College	One Bernard Dr.	Oceanside	92056
Monterey Peninsula CCD	Monterey Peninsula College	980 Fremont St.	Monterey	93940
Mt. San Jacinto CCD	Mt. San Jacinto College	1499 N State St.	San Jacinto	92583
Mt. San Antonio CCD	Mt. San Antonio College	1100 N Grand Ave.	Walnut	91789
Napa Valley CCD	Napa Valley College	2277 Napa-Vallejo Hwy.	Napa	94558
North Orange County CCD	Cypress College	9200 Valley View Street	Cypress	90630
North Orange County CCD	Fullerton College	321 E. Chapman Ave.	Fullerton	92832
Ohlone CCD	Ohlone College	43600 Mission Blvd.	Fremont	94539
Online CCD	Calbright College	1070 Innovation Way	Sunnyvale	94089
Palo Verde CCD	Palo Verde College	One College Dr.	Blythe	92225
Palomar CCD	Palomar College	1140 West Mission Rd	San Marcos	92069
Pasadena Area CCD	Pasadena City College	1570 E. Colorado Blvd.	Pasadena	91106
Peralta CCD	Berkeley City College	2050 Center Street	Berkeley	94707
Peralta CCD	College of Alameda	555 Atlantic Avenue	Alameda	94501
Peralta CCD	Laney College	900 Fallon Street	Oakland	94607
Peralta CCD	Merritt College	12500 Campus Dr.	Oakland	94619
Rancho Santiago CCD	Santa Ana College	1530 w. 17TH St.	Santa Ana	92706
Rancho Santiago CCD	Santiago Canyon College	8045 E. Chapman Ave.	Orange	92869
Redwoods CCD	College of the Redwoods	7351 Tompkins Hill Rd.	Eureka	95501
Rio Hondo CCD	Rio Hondo College	3600 Workman Mill Rd.	Whittier	90601
Riverside CCD	Moreno Valley College	16130 Lasselle St.	Moreno Valley	92551
Riverside CCD	Norco College	2001 Third St.	Norco	92860
Riverside CCD	Riverside City College	4800 Magnolia Ave.	Riverside	92506
San Bernardino CCD	Crafton Hills College	11711 Sand Canyon Road	Yucaipa	92399
San Bernardino CCD	San Bernardino Valley College	701 S. Mt Vernon Ave.	San Bernardino	92410
San Diego CCD	San Diego City College	1313 Park Blvd.	San Diego	92101
San Diego CCD	San Diego Mesa College	7250 Mesa College Dr.	San Diego	92111

District	College	College Address	City	Zip
San Diego CCD	San Diego Miramar College	10440 Black Mountain Rd	San Diego	92126
San Francisco CCD	City College of San Francisco	50 Phelan Ave	San Francisco	94112
San Joaquin Delta CCD	San Joaquin Delta College	5151 Pacific Ave.	Stockton	95207
San Jose-Evergreen CCD	Evergreen Valley College	3095 Yuerba Buena Rd.	San Jose	95135
San Jose-Evergreen CCD	San Jose City College	2100 Moorpark Ave	San Jose	95128
San Luis Obispo County CCD	Cuesta College	P.O. Box 8106	San Luis Obispo	93403
San Mateo County CCD	Cañada College	4200 Farm Hill Boulevard	Redwood City	94061
San Mateo County CCD	College of San Mateo	1700 West Hillsdale Blvd.	San Mateo	94402
San Mateo County CCD	Skyline College	3300 College Dr.	San Bruno	94066
Santa Barbara CCD	Santa Barbara City College	721 Cliff Dr.	Santa Barbara	93109
Santa Clarita CCD	College of the Canyons	26455 Rockwell Canyon Rd.	Santa Clarita	91355
Santa Monica CCD	Santa Monica College	1900 Pico Blvd	Santa Monica	90405
Sequoias CCD	College of the Sequoias	915 S. Mooney Blvd.	Visalia	93277
Shasta-Tehama-Trinity Joint CCD	Shasta College	P.O. Box 496006	Redding	96049
Sierra Joint CCD	Sierra College	5100 Sierra College Blvd.	Rocklin	95677
Siskiyou Joint CCD	College of the Siskiyous	800 College Ave.	Weed	96094
Solano CCD	Solano Community College	4000 Suisun Valley Rd.	Fairfield	94534
Sonoma County JCD	Santa Rosa Junior College	1501 Mendocino Ave.	Santa Rosa	95401
South Orange County CCD	Irvine Valley College	5500 Irvine Center Dr.	Irvine	92720
South Orange County CCD	Saddleback College	28000 Marguerite Parkway	Mission Viejo	92692
Southwestern CCD	Southwestern College	900 Otay Lakes Rd.	Chula Vista	91910
State Center CCD	Clovis College	10309 N. Willow Avenue	Fresno	93730
State Center CCD	Fresno City College	1101 E University Ave.	Fresno	93741
State Center CCD	Madera College	30277 Avenue 12	Madera	93638
State Center CCD	Reedley College	995 North Reed Ave.	Reedley	93654
Ventura County CCD	Moorpark College	7075 Campus Rd	Moorpark	93201

District	College	College Address	City	Zip
Ventura County CCD	Oxnard College	4000 S Rosa Ave.	Oxnard	93033
Ventura County CCD	Ventura College	4667 Telegraph Rd.	Ventura	93003
Victor Valley CCD	Victor Valley College	18422 Bear Valley Rd.	Victorville	92392
West Hills CCD	West Hills College Coalinga	300 Cherry Lane	Coalinga	93210
West Hills CCD	West Hills College Lemoore	555 College Ave.	Lemoore	93245
West Kern CCD	Taft College	29 Emmons Park Dr.	Taft	93268
West Valley-Mission CCD	Mission College	3000 Mission College Blvd	Santa Clara	95054
West Valley-Mission CCD	West Valley College	14000 Fruitvale Ave.	Saratoga	95070
Yosemite CCD	Columbia College	11600 Columbia College Dr.	Sonora	95370
Yosemite CCD	Modesto Junior College	435 College Ave.	Modesto	95350
Yuba CCD	Woodland Community College	2300 E. Gibson Rd.	Woodland	95776
Yuba CCD	Yuba College	2088 N. Beale Rd.	Marysville	95901

List of California State Universities

Institution	Address	City	Zip
California State University, Bakersfield	9001 Stockdale Highway	Bakersfield	93311
California State University, Channel Islands	1 University Drive	Camarillo	93012
California State University, Chico	400 West First Street	Chico	95929
California State University, Dominguez Hills	1000 E. Victoria Street	Carson	90747
California State University, East Bay	25800 Carlos Bee Boulevard	Hayward	94543
California State University, Fresno	5421 N. Maple Avenue	Fresno	93740
California State University, Fullerton	800 N. State College Boulevard	Fullerton	92831
Humboldt State University	1 Harpst Street	Arcata	95521
California State University, Long Beach	1250 Bellflower Boulevard	Long Beach	90840
California State University, Los Angeles	5151 State University Drive	Los Angeles	90032
California State University Maritime Academy	200 Maritime Academy Drive	Vallejo	94590
California State University, Monterey Bay	5108 Fourth Avenue	Marina	93933
California State University, Northridge	18111 Nordhoff Street	Northridge	91330
California State Polytechnic University, Pomona	3801 West Temple Avenue	Pomona	91768
California State University, Sacramento	6000 J Street	Sacramento	95819
California State University, San Bernardino	5500 University Parkway	San Bernardino	92407
San Diego State University	5500 Campanile Drive	San Diego	92182
San Francisco State University	1600 Holloway Avenue	San Francisco	94132
San Jose State University	One Washington Square	San Jose	95192
California State Polytechnic University, San Luis Obispo	1 Grand Avenue	San Luis Obispo	93407
California State University, San Marcos	333 South Twin Oaks Valley Road	San Marcos	92096
Sonoma State University	1801 East Cotati Avenue	Rohnert Park	94928
California State University, Stanislaus	One University Circle	Turlock	95382

List of AICCU Member Institutions

Institution	Address	City	Zip
American Jewish University	15600 Mulholland Drive	Los Angeles	90077
Antioch University	400 Corporate Pointe	Culver City	90230
ArtCenter	1700 Lida Street	Pasadena	91103
Biola University	13800 Biola Avenue	La Miranda	90639
Brandman University	16355 Laguna Canyon Road	Irvine	92618
California Baptist University	8432 Magnolia Avenue	Riverside	92504
California College of the Arts	1111 Eighth Street	San Francisco	94107
California Institute of Integral Studies	1453 Mission Street	San Francisco	94107
California Institute of Technology	1200 E. California Boulevard	Pasadena	91125
California Institute of the Arts	24700 McBean Parkway	Valencia	91355
California Lutheran University	60 W. Olsen Road	Thousand Oaks	91360
Chapman University	One University Drive	Orange	92866
Charles R. Drew University	1731 East 120th Street	Los Angeles	90059
Chicago School of Professional Psychology	617 W. 7th Street	Los Angeles	90017
Claremont Graduate University	150 E. 10th Street	Claremont	91711
Claremont McKenna College	888 Columbia Avenue	Claremont	91711
Columbia College Hollywood	18618 Oxnard Street	Tarzana	91356
Concordia University Irvine	1530 Concordia West	Irvine	92612
Dominican University of California	50 Acacia Avenue	San Raphael	94901
Fielding Graduate University	2020 De la Vina Street	Santa Barbara	93105
Fresno Pacific University	1717 S. Chestnut Ave. East Hall	Fresno	93702
Golden Gate University	536 Mission Street	San Francisco	94105
Harvey Mudd College	301 Platt Boulevard	Claremont	91711
Holy Names University	3500 Mountain Boulevard	Oakland	94619
Humphreys University	6650 Inglewood Avenue	Stockton	95207
International Technological University	2711 North First Street	San Jose	95134
John F. Kennedy University	100 Ellinwood Way	Pleasant Hill	94523
Keck Graduate Institute	535 Watson Drive	Claremont	91711
La Sierra University	4500 Riverwalk Parkway	Riverside	92505
Laguna College of Art + Design	2222 Laguna Canyon Road	Laguna Beach	92651
Life Pacific College	1100 West Covina Boulevard	San Dimas	91733
Loma Linda University	11139 Anderson Street	Loma Linda	92350
Los Angeles Pacific University	300 N. Lone Hill Ave., # 200	San Dimas	91733

Institution	Address	City	Zip
Loyola Marymount University	1 LMU Drive	Los Angeles	90045
Marymount California University	30800 Palos Verdes Dr. East	Rancho Palos Verdes	90275
Menlo College	1000 El Camino Real	Atherton	94027
Mills College	5000 MacArthur Boulevard	Oakland	94613
Mount Saint Mary's University	12001 Chalon Road	Los Angeles	90049
National University	11255 North Torrey Pines Road	La Jolla	92037
National University, Sacramento	9320 Tech Center Drive	Sacramento	95826
Notre Dame de Namur University	1500 Ralston Avenue	Belmont	94002
Occidental College	1600 Campus Road	Los Angeles	90041
Otis College of Art and Design	9045 Lincoln Boulevard	Los Angeles	90045
Pacific Oaks College	55 West Eureka Street	Pasadena	91103
Pacific Union College	One Angwin Avenue	Angwin	94508
Palo Alto University	1791 Arastradero Road	Palo Alto	94304
Pepperdine University	24255 Pacific Coast Highway	Malibu	90263
Pitzer College	1050 N. Mills Avenue	Claremont	91711
Point Loma Nazarene University	3900 Lomaland Drive	San Diego	92106
Pomona College	333 N. College Way	Claremont	91711
Providence Christian College	1539 E. Howard Street	Pasadena	91104
Saint Mary's College of California	1928 Saint Mary's Road	Moraga	94556
Samuel Merritt University	3100 Telegraph Ave.	Oakland	94609
San Diego Christian College	200 Riverview Parkway	Santee	92071
San Francisco Art Institute	800 Chestnut Street	San Francisco	94133
San Francisco Conservatory of Music	50 Oak Street	San Francisco	94102
Santa Clara University	500 El Camino Real	Santa Clara	95050
Saybrook University	475 14th Street, 9th Floor	Oakland	94612
Scripps College	1030 N. Columbia	Claremont	91711
Simpson University	2211 College View Drive	Redding	96003
Soka University of America	1 University Drive	Aliso Viejo	92656
Southern CA Institute of Architecture	960 E. 3rd Street	Los Angeles	90013
Southern CA University of Health Sciences	16200 Amber Valley Drive	Whittier	90604
Stanford University	450 Serra Mall	Stanford	94305
TCS Education System	475 14th Street, 9th Floor	Oakland	94612
The Claremont Colleges Services	101 South Mills Avenue	Claremont	91711
The Master's University	21726 Placerita Canyon Road	Santa Clarita	91321
Thomas Aquinas College	10,000 Ojai Road	Santa Paula	93060

Institution	Address	City	Zip
Touro College and University System	43 West 23rd Street	New York	10010
Touro University California	1310 Club Drive	Vallejo	94592
Touro University Worldwide	10609 Calle Lee, Ste. 179	Los Alamitos	90720
University of La Verne	1950 3rd Street	La Verne	91750
University of La Verne College of Law	320 East D Street	Ontario	91764
University of Redlands	1200 East Colton Avenue	Redlands	92374
University of Saint Katherine	1637 Capalina Road	San Marcos	92069
University of San Diego	5998 Alcala Park	San Diego	92110
University of San Francisco	2130 Fulton Street	San Francisco	94117
University of Southern California	University Park	Los Angeles	90089
University of the Pacific	3601 Pacific Avenue	Stockton	95211
University of the West	1409 Walnut Grove Avenue	Rosemead	91770
Vanguard University of Southern CA	55 Fair Drive	Costa Mesa	92626
Western University of Health Sciences	309 East Second Street, College Plaza	Pomona	91766
Westmont College	955 La Paz Road	Santa Barbara	93108
Whittier College	13406 East Philadelphia	Whittier	90608
Whittier Law School	3333 Harbor Boulevard	Costa Mesa	92626
William Jessup University	2121 University Avenue	Rocklin	95765
Woodbury University	7500 N Glenoaks Blvd	Burbank	91504
Zaytuna College	1712 Euclid Avenue	Berkeley	94709

EXHIBIT J
(Master Services Agreement)

CONTRACT AMENDMENTS/MODIFICATIONS



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing
the California Community Colleges*

1102 Q Street, Suite 4800
Sacramento, California 95811-6549
Toll-Free Telephone: 866.325.3222
Facsimile: 916.325.0844
www.foundationccc.org

Heather Jimison
Precision Concrete Cutting
1425 North Market Blvd. #9
Sacramento, CA 95834

June 12, 2024

RE: Price Increase Request for CollegeBuys, Contract #00006494

Dear Ms. Jimison,

This letter is to inform you that Precision Concrete Cutting's Price Increase Request for items awarded in **Contract #00006494** has been approved. Per the terms of the agreement, the approved price increase can be implemented sixty (60) days from the date reflected on this approval letter. In an effort to ensure that price increase are implemented and communicated effectively, please note the items below:

- Price increase information will be made available on the Foundation website, but please note it is your responsibility to communicate this increase to all entities utilizing the contract.
- Please note that you are responsible for communicating the price increase acceptance to all participating agencies, including any who have not ordered, but have request a quotation, within thirty (30) days of approval.
- At minimum, please honor quotations made with the old pricing for ninety (90) days from effective date of the price increase.

If you have any questions or concerns please feel free to contact me directly. Thank you for your ongoing support of our community colleges.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Keiper".

Jennifer Keiper
Director, CollegeBuys
jkeiper@foundationccc.org
906.325.1859



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Attachment 1: Price Increase Process Letter



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

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www.foundationccc.org

Heather Jimison
Precision Concrete Cutting
1425 North Market Blvd. #9
Sacramento, CA 95834

June 24, 2024

RE: Price Increase Request for CollegeBuys, Contract #00006494

Dear Ms. Jimison,

This letter is to inform you that Precision Concrete Cutting's Price Increase Request for items awarded in **Contract #00006494** has been approved. Per the terms of the agreement, the approved price increase can be implemented sixty (60) days from the date reflected on this approval letter. In an effort to ensure that price increase are implemented and communicated effectively, please note the items below:

- Price increase information will be made available on the Foundation website, but please note it is your responsibility to communicate this increase to all entities utilizing the contract.
- Please note that you are responsible for communicating the price increase acceptance to all participating agencies, including any who have not ordered, but have request a quotation, within thirty (30) days of approval.
- At minimum, please honor quotations made with the old pricing for ninety (90) days from effective date of the price increase.

If you have any questions or concerns please feel free to contact me directly. Thank you for your ongoing support of our community colleges.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Keiper".

Jennifer Keiper
Director, CollegeBuys
jkeiper@foundationccc.org
906.325.1859



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Attachment 1: Price Increase Process Letter



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Heather Jimison
Precision Concrete Cutting
1425 North Market Blvd. #9
Sacramento, CA 95834

June 24, 2024

Dear Ms. Jimison,

This letter is to inform you of the formal price increase request process that has been established by the Foundation. The contract states price increases are to be negotiated with the Foundation and we want to ensure all vendor partners understand expectations.

1. Limitations: Contract Holder is limited to one (1) Formal Price Increase Request per year (a year is defined as a 365-day period). The initial year to commence upon a fully executed contract.
2. ALL future Formal Price Increase Requests (Request) are managed as follows:
 - Price Increase Request must include sufficient details to allow Foundation staff to effectively and efficiently evaluate the Request. At a minimum, the Request should include details on specific product, packaging or other related materials costs that have increased, product lines that are to be impacted, and the net effective impact of the requested adjustments would be.
 - Foundation will review the Request in a timely manner and make every effort to get back to the manufacturer with any questions or additional information required to evaluate the Request within ten (10) business days.

Please note that some factors Foundation may consider in this determination may include market conditions, frequency of Request from the manufacturer, appropriateness of Request relative to other manufacturers in the industry, and general market conditions for our constituents

- If Foundation does not feel that the Request is justified, Foundation reserves the right to either deny the increase or negotiate better terms for our constituents.



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- If the price increase as present is accepted, Foundation will issue a letter of acceptance to Contract Holder stating the earliest date the price increase can go into effect. Per the terms of our contract, this will be a minimum of sixty (60) days from date of acceptance. Foundation may extend this implementation period if warranted by market conditions.
 - i. Manufacturer should anticipate that the processing of a Request to take approximately thirty (30) days from receipt of Request.
 - ii. Manufacturer is responsible for communicating the price increase acceptance to all participating agencies, including any who have not ordered, but have requested a quotation, within thirty (30) days of approval.
- Understanding project lead times and the importance of our constituent's ability to stay on budget, Contract Holder is expected to work with any college that has received a quote that could be impacted by the price increase. At minimum, Contract Holder will be asked to honor any quotation made with the old pricing for ninety (90) days from effective date of the price increase.

Foundation reserves the right to modify this formal process if the need arises and will notify Vendor partners of any changes to the Formal Price Increase Protocol.

If you have any questions or concerns, please feel free to contact me directly. And thank you for your ongoing support of our Community Colleges.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Keiper".

Jennifer Keiper

Sr. Director, CollegeBuys
jkeiper@foundationccc.org



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Attachment 2: Affected Products and Services

Effective Date: August 23, 2024
(60 Days from Approval Letter)

The overall average increase is 10%



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Attachment 3: Vendor Cover Letter

From: hjimison@pccnorcal.com <hjimison@pccnorcal.com>

Sent: Tuesday, June 11, 2024 1:55 PM

To: Heather Cade-Bauer <hcade-bauer@foundationccc.org>

Cc: hjimison@pccnorcal.com

Subject: RE: FoundationCCC Q3 Partnership Meeting

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Heather,

It was great meeting with you today. We would like to request a price increase due to inflation hitting us very hard in 2024 to 68.2 inch/ft. Can you please help me with getting this rate locked in for our 2024 contract pricing? Also, Jason from our accounting dept should be submitting the reporting and I apologize for the delay on this. I do look forward to sending in a quarterly newsletter and a case study, so if you can show me some examples and when I can get that submitted that would be great!

I am also interested in the zoom meeting and speaking about some of the colleges we have had success with at upcoming statewide monthly meetings in the fall. Thanks for your help!

Best,



Heather Jimison

Precision Concrete Cutting

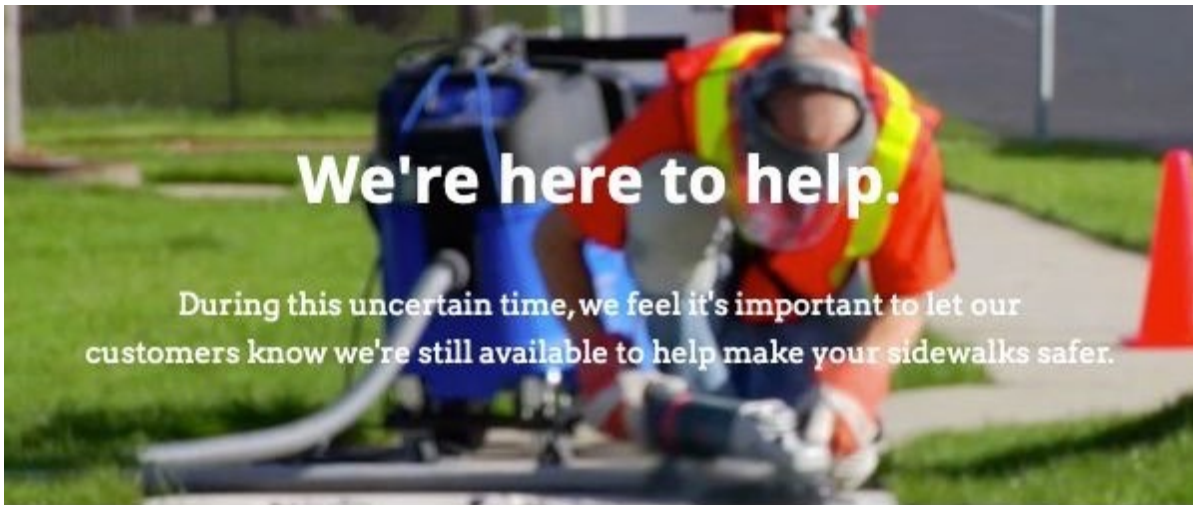
Senior Business Development Manager for School Districts, Colleges and Universities

Your Sidewalk Inspection and Repair Expert

CSLB# 1032474 | www.PCCNorCal.com | 1425 North Market Blvd #9. Sacramento, CA 95834

☎ (C) [916-607-0447](tel:916-607-0447) | 📠 [650-240-3866](tel:650-240-3866) | ✉ hjimison@pccnorcal.com





We're here to help.

During this uncertain time, we feel it's important to let our customers know we're still available to help make your sidewalks safer.

The safety of our team and our customers is our first priority.
Measures are being taken to ensure compliance with CDC guidelines.
Our projects require no in-person or in-office contact.

**CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
SOUTHERN CALIFORNIA PRECISION CONCRETE dba PRECISION CONCRETE CUTTING**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of November, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and SOUTHERN CALIFORNIA PRECISION CONCRETE dba PRECISION CONCRETE CUTTING, a California Corporation, ("Contractor").

W I T N E S S E T H :

- A. City proposes to utilize the services of Contractor as an independent contractor to provide sidewalk safety and assessment services, on an as needed basis, as more fully described herein; and
- B. Section 2-165 (b)(5-6) of the Costa Mesa Municipal Code (Cooperative, piggyback and multiple awarded bid purchasing with other agencies) permits and authorizes the City to purchase supplies, equipment, and services through competitively awarded agreements of other local, state, or federal government agencies, a process known as "piggybacking," without first issuing a request for proposal; and
- C. The Foundation for California Community Colleges (the "Foundation") is a 501(c)(3) nonprofit organization that develops, supports and operates CollegeBuys, which is a cooperative purchasing program designed to pool the purchasing power of public entities across the nation and, as a result, the Foundation is in a unique and valuable position to provider supplier's products and services; and
- D. Contractor was awarded a contract under the Foundation's CollegeBuys' program for sidewalk assessment, the pricing for which is extended to City pursuant to Foundation's cooperative purchasing program; attached hereto as Exhibit "B" and incorporated herein by reference ("Foundation Contract" or "Master Agreement"); and
- E. Foundation seeks to offer Precision's products and/or services to participating agencies, such as City, in exchange for an administrative fee; and
- F. The City desires to "piggyback" onto the Foundation Contract, and Contractor consents to the "piggybacking"; and
- G. City and Contractor desire to contract for sidewalk safety and inspection services in accordance with the Foundation Contract, subject to the modifications set forth herein; and
- H. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and
- I. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and
- J. 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. SCOPE OF SERVICES.

- 1.1. Scope of Services. Subject to the terms and conditions of this Agreement, Contractor agrees to provide and perform the various services and tasks described in the following:
 - a) Precision's On-Call Services for Concrete Assessment and Sidewalk Inspection Proposal to the City of Costa Mesa, is attached hereto as Exhibit "A," and the Master Agreement entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, ("Foundation") and Southern California Precision Concrete, dba Precision Concrete Cutting, a California Corporation, ("Supplier"), (the "Master Agreement"), which is attached as Exhibit "B." The Master Agreement is comprised of: 1) Recitals; 2) Terms and Conditions; 3) Special Terms and Conditions; 4) Notices; 5) General Provisions; 6) Products and Services; 7) Supplier Commitment & Program Promotion 8) Sample Form of Supplier Quarterly Reporting to Foundation; 9) Cooperative Utilization; and 10) Contract Amendment/Modifications, which are attached and incorporated hereto together as Exhibit "B" (hereinafter, the "Baseline Requirements"); and
- 1.2. For purposes of this Agreement, the term "Scope of Services" shall be a collective reference to the Baseline Requirements. For purposes of this Agreement the term "Services" shall be a collective reference to all inspection and assessment services and tasks to be provided and/or performed by Contractor and all of the various equipment, improvements, materials and supplies to be provided and/or installed by Contractor as described in the documents that comprise the Scope of Services. No repair work or concrete cutting is contemplated under this Agreement. All reference to the terms "member(s)", "participating member(s)", "member agency" as set forth in the documents that comprise the Scope of Services shall mean and include the City.
- 1.3. Contractor shall provide all labor, materials, tools, supplies, equipment, services, tasks, and incidentals and customary work necessary to competently perform and timely complete the Services. Contractor shall perform the Services in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by City.
- 1.4. The provisions of paragraphs 1.1 through 1.3, above, notwithstanding:
 - a) The resolution, reconciliation or harmonization of conflicts or inconsistencies as between the various exhibits to this Agreement or as between the various exhibits to this Agreement and the text of the Agreement document to which the exhibits are attached shall not be resolved, reconciled or harmonized in a manner that conflicts with the requirements of the Costa Mesa Municipal Code Section 2-165.
 - b) Except as provided under Foundation Documents, deviations as both were completed and submitted by Contractor, whenever the provisions of an exhibit to the Agreement conflict with, or are inconsistent with, the

provisions of another exhibit to the Agreement or this provision this Agreement to which the exhibits are attached: (i) any provision imposing a higher duty or standard of care or performance by Contractor shall govern and control; (ii) any provision granting the City greater discretion, authority or protection shall govern and control; and (iii) to the extent this Agreement requires compliance with prevailing wage and other labor laws of the State of California as well as federal prevailing wage and other labor laws, the more stringer provisions of such laws shall govern and control to the extent of any conflict or inconsistency as between the two.

- c) Except as otherwise provided under subparagraphs 1.4 a) and 1.4 b) of this Section, above, in the event of any conflict or inconsistency between the provisions of this Agreement documents and the provisions of any exhibits attached to this Agreement document, the provisions of this Agreement document shall govern and control but only to the extent of the conflict or inconsistency and no further.

2.0. PERFORMANCE OF SERVICES

2.1. Contractor shall perform the Services contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant Contractor the exclusive right to perform any of the type of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle Contractor to the receipt of any sums under this Agreement, except to the extent City requests the performance of any Services in the manner described below and such Services are in fact performed and completed by Contractor and accepted by City.

2.2. Prevailing Wage Requirements.

- (a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "maintenance" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- (b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

- (c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- (d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.
- (f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

2.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

2.4. Compliance with Applicable Law. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and state 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 applicable federal, state and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

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

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

2.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

3.0. COMPENSATION AND BILLING

3.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit A. Contractor's total compensation shall not exceed Ninety Eight Thousand Dollars (\$ 98,000.00).

3.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

3.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each

invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

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

4.0. TIME OF PERFORMANCE

4.1. Commencement and Completion of Work. The Services shall be performed in strict compliance with Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

4.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, pandemics (excluding COVID-19) or any other conditions beyond the reasonable control of a party.

5.0. TERM AND TERMINATION

5.1. Term. This Agreement shall commence on the Effective Date and continue for a period of two years, ending on October 31, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The term of the Agreement may be extended for three (3) one (1) year periods.

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

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

6.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations,

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

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

7.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONTRACTOR:

Precision Concrete Cutting
13089 Peyton Drive, No. C235
Chino Hills, CA 91709
Tel: (909) 539-7740
Attn: Ron Durna

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 327-7499
Attn: Robert Ryan

Courtesy copy to:

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

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

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

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

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

7.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its

employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

7.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

7.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

7.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

7.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.21. Amendments. Only a writing executed by the parties hereto or their respective

successors and assigns may amend this Agreement.

7.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

[Signature page follows.]

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

CONTRACTOR

Signature

Date: _____

[Name and Title]

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang

Date: _____

Risk Management

APPROVED AS TO CONTENT:

Robert Ryan
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A

Precision Concrete's On-Call Services For Concrete Remediation Sidewalk Inspection Services Proposal To The City Of Costa Mesa

EXHIBIT B

Master Agreement Between The Foundation For California Community Colleges And Southern California Precision Concrete, Dba Precision Concrete Cutting, A California Corporation, ("Supplier"), (The "Master Agreement).

EXHIBIT C
INSURANCE CERTIFICATES

EXHIBIT D
CITY COUNCIL POLICY 100-5

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;

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

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 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

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-401

Meeting Date: 11/19/2024

TITLE:

AWARD THE MAINTENANCE SERVICES AGREEMENT FOR TREE MAINTENANCE SERVICES AND TREE CARE WITH WEST COAST ARBORISTS, INC.

DEPARTMENT: PUBLIC WORKS DEPARTMENT/MAINTENANCE SERVICES DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: ROBERT RYAN, MAINTENANCE SERVICES MANAGER (714)
754-5123

RECOMMENDATION:

Staff recommends the City Council:

1. Award the Maintenance Services Agreement (MSA) with West Coast Arborists, Inc. for tree maintenance services and tree care in the annual amount of \$1,100,000, based on pricing provided through a cooperative agreement with the City of Rialto, for a term for an initial three-year period, effective December 1, 2024 - June 30, 2029, with the option of two one-year renewal period.
2. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs, and approval for Consumer Price Index (CPI) escalation and de-escalation.
3. Authorize the City Manager or designee to execute the agreement and future amendments to this agreement within Council authorized limits.

BACKGROUND:

The City of Costa Mesa maintains approximately 24,000 trees. The Public Works Department's Parks Maintenance section directs, monitors, and coordinates tree maintenance citywide. The maintenance consists of tree and palm trimmings, tree plantings, small tree care, tree removals, root pruning, arborist services, tree and tree canopy assessments, GIS tree inventory, and tree-related work associated with the City's curb and sidewalk projects. The City has contracted with West Coast Arborists, Inc. (WCA) for tree maintenance services for more than twenty-five (25) years. The City's current agreement with WCA had an initial term from December 1, 2019, through November 30, 2022. Subsequently, the City exercised two extension options, extending the final term of the agreement through November 30, 2024.

ANALYSIS:

Maintaining the City's urban forest is consistent with the City Council-approved goals and priorities of improving city parks and investing in infrastructure including parkways, medians, and trees.

Staff analyzed various contracts and Requests for Proposals between tree maintenance contractors and municipalities and determined that WCA's pricing and services aligned the most with the required services. WCA has conducted business in Southern California for over fifty (50) years and has provided tree maintenance services to the City of Costa Mesa for more than twenty-five (25) years. WCA contracts exclusively with government agencies and municipalities, local agencies including the Cities of Garden Grove, Huntington Beach, Laguna Beach, Newport Beach, Orange, Santa Ana, Tustin, County of Orange, Orange County Fire Authority, and the Orange County Sanitation District.

In order to identify a scope of work and a contract that met the maintenance needs of the City's Urban Forest, staff reviewed and compared contracts between WCA and other municipalities utilizing a competitive pricing agreement. Several key elements were identified, including an online Urban Forestry Management System, mobile applications, GIS tree inventory, a work order tracking system, urban forest valuation reports, and recycling reports. Further, staff considered the cultural practices that support the overall health of urban forests, items such as young tree care, preventive and ongoing maintenance to protect trees against invasive insects and disease, trimming standards, and vertical mulching.

Subsequently, staff identified a cooperative agreement between the City of Rialto and WCA for tree trimming and removal services, which contained a well-defined scope of work that addressed all of staff's concerns and criteria. The term of the agreement is for an initial three (3) year period through June 30, 2027, with the option of two one-year renewal period. This agreement meets the City's purchasing requirements. These agreements were competitively bid by the City of Rialto through a formal Request for Proposal (RFP) process, assuring a low price and that a highly qualified, responsive vendor was obtained (Attachment 1).

During the analysis of the contract, staff discussed the cooperative agreement and scope of work with WCA to obtain further clarification on the agreement and confirmed that the quality of the proposed services aligns with the City of Costa Mesa's goals and expectations.

Staff is recommending City Council approval of the proposed Maintenance Services Agreement with West Coast Arborists, Inc. for the City's tree maintenance services and tree care for a term of four years and seven months effective December 1, 2024 - June 30, 2029, in the annual amount of \$1,100,000 (Attachment 2).

ALTERNATIVES:

The City Council could direct staff to conduct a formal RFP process to acquire tree maintenance services. However, this process is unlikely to obtain pricing below that of the City of Rialto. The agreement with the City of Rialto was based on an extensive formal RFP process.

FISCAL REVIEW:

The funding for this contract is available in the FY 2024-25 Public Works Department's Adopted Budget in the General Fund (Fund 101).

LEGAL REVIEW:

The City Attorney's Office has reviewed this report, prepared the Maintenance Services Agreement, and approved them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

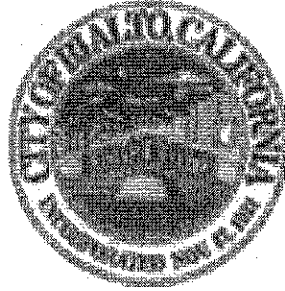
This item supports the following City Council goal:

- Strengthen the public's safety and improve the quality of life.

CONCLUSION:

Staff recommends the City Council:

1. Award the Maintenance Services Agreement (MSA) with West Coast Arborists, Inc. for tree maintenance services and tree care in the annual amount of \$1,100,000, based on pricing provided through a cooperative agreement with the City of Rialto, for a term of four years and seven months, effective December 1, 2024 - June 30, 2029.
2. Authorize a ten percent (10%) contingency annually for emergency response, special events and other unforeseen costs, and approval for Consumer Price Index (CPI) escalation and de-escalation.
3. Authorize the City Manager or designee to execute the agreement and future amendments to this agreement within Council authorized limits.



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO AND
WEST COAST ARBORISTS, INC**

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this 1st day of July, 2024, by and between the City of Rialto, a municipal corporation and California general law city ("City"), and West Coast Arborists, Inc. a California C Corporation, ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. City has sought, by Request for Proposals No. 24-025, the performance of professional services related to the trimming, complete removal of trees and stumps, watering, disease/pest control, plantings, new tree care watering, staking, root pruning, skinning, and GIS inventory/internet database, as defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those professional services associated with the trimming, complete removal of trees and stumps, watering, disease/pest control, plantings, new tree care watering, staking, root pruning, skinning, and GIS inventory/Internet database, and as specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more professional firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals No. 24-025; and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The Contract Documents and Accepted Proposal shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Scope of Services, Consultant's Proposal, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws may not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. However, Consultant shall defend, indemnify, and hold 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.

1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such

extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments shall be reflected in an amendment to the Agreement subject to the written approval of the Parties. Any amendment to this Agreement shall be reviewed and approved by the City Manager. In accordance with Rialto Municipal Code section 2.48.180, increases in compensation of this Agreement may be approved by the City Manager provided: (a) the initial Contract Sum was less than One Hundred Thousand Dollars (\$100,000) and the amended Contract Sum when considering any or all amendments will not exceed One Hundred Thousand Dollars (\$100,000); or (b) the agreement was approved by the City Council and the increases in compensation taken either separately or cumulatively do not exceed One Hundred Thousand Dollars (\$100,000). Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **Exhibit "B"** and incorporated herein by this reference. Upon commencement of this Agreement the total compensation, including reimbursement for actual expenses, shall not exceed **Five Hundred Fifty Thousand Dollars and Zero Cents (\$550,000.00)** (the "Contract Sum"). The Contract Sum may also be increased for additional services pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 No Waiver.

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C" and

incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect through completion of the services related to Request for Proposals No. 24-025, (the "Project"), and as identified in the Schedule of Performance, Exhibit "C". The initial contract will be for three years, from July 1, 2024, through June 30, 2027. The City may extend the Contract for up to two (2) optional one (1) year term extensions based on satisfactory performance. All extensions are subject to satisfactory performance, additional negotiations, and City Council approval as necessary.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Patrick Mahoney
(Name)

President
(Title)

Richard Mahoney
(Name)

Secretary
(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into

this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or other such person designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such

obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount

not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees, or volunteers. 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.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees

to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

Notwithstanding the foregoing, to the extent that the Consultant's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in

the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained, or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the

work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Consultant, except that where termination is due to the fault of the Consultant,

the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Additionally, pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, gender identity, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, sexual orientation, gender, gender identity, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

9.2 Payment of Taxes.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

9.3 Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City: City of Rialto
 150 S. Palm Ave.
 Rialto, CA 92376
 Attn: City Manager
 Tel: (909) 820-2525
 Fax: (909) 820-2527

With copy to: Burke, Williams & Sorensen, LLP
 1770 Iowa Avenue, Suite 240
 Riverside, CA 92507
 Attn: Eric S. Vail, City Attorney
 Tel: (951) 788-0100
 Fax: (951) 788-5785

If to Consultant: West Coast Arborists, Inc
 9465 Schaefer Ave
 Ontario, CA 91761
 Patrick Mahoney/President
 (714) 991-1900/pmahoney@wcainc.com

Either Party may change its address by notifying the other Party of the change of address in writing.

9.4 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9.9 Conflicting Terms

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement on the date first written above.

CITY:

**CITY OF RIALTO, a municipal
corporation**

By: Michael Milhiser
Michael Milhiser, Interim City
Manager

CONSULTANT:

**West Coast Arborists, Inc., a
California C Corporation**

By: [Signature]
Signature

ATTEST:

By: Barbara A. McGee
Barbara A. McGee, City Clerk

Patrick Mahoney
Name

President
Title

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: Eric S. Vail
Eric S. Vail, City Attorney

By: RICHARD MAHONEY
Signature

Richard Mahoney
Name

Secretary
Title

****Two signatures are required if a
corporation****

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Work

1. WORK TO BE DONE BY CONTRACTOR

a. Work will be performed at various times and locations within the service area of the City of Rialto. The Contractor is not authorized to perform any work under these specifications until the Contractor has received, from City designated personnel, notification to commence work. The notification will specify the location and type of work to be performed. If during the commencement of work, a discrepancy arises, the Contractor shall immediately notify the City's designated personnel. Work will include but is not limited to trimming, complete removal of trees and stumps, watering, disease/pest control, plantings, new tree care watering, staking, root pruning, skinning, and GIS inventory/internet database.

b. The Contractor is responsible to obtain from the City designated personnel information for grids in order to meet grid tree management standards for each grid type before starting work. It is understood by the Contractor that grid areas are to continue their normal operation during grid trimming. The Contractor is to provide and use all protective equipment necessary to protect the Contractor's employees.

c. The Contractor shall, prior to commencing work, be responsible for notifying the residents at each address with a door hanger of the intended municipal tree management service at least forty-eight hours prior to commencing work and a NO Parking sign shall be placed on the tree with the use of string ties, no nails or staples allowed.

d. Sufficient crews shall be maintained at all times to maintain Municipal Tree Management standards established by the City.

e. The Contractor shall submit a daily electronic report defining the work schedule, status, updates, any problems encountered, and any other information requested by City personnel. Daily report should be delivered to Public Works Director, Contract Administrator or designee, Contract Administrator and City inspector by 7:30 A.M. each weekday morning.

f. No work will be performed on the weekends with the exception of emergencies and pre-approved work by City designated personnel. Overtime work performed at the option of, or for the convenience of the Contractor will be inspected by the City at the expense of the Contractor.

g. Invoice will be paid in full when municipal tree management work is completed on time, City designated personnel agrees work is complete, and invoice is submitted.

h. All work performed by the Contractor will be at the sole expense of the Contractor as part of the agreement.

i. The Contractor shall provide an internet-based GIS inventory system for all grids and work performed in the City. This will include but not limited to tree varieties, species, diameter, height, location, and invoicing information. Contractor, at their expense, will be responsible to migrate and/or update existing City inventory data into contractor's internet-based inventory system within 90 days of contract implementation.

j. The Contractor will comply with all City of Rialto Municipal Codes, Article 38 of the High Voltage Electrical Safety Orders and Article 12 of the General Industry Safety Orders, Title 8 of the California Administrative Code, Clearance of Brush or Vegetative Growth from Electrical Lines, Item 15, Appendix II-A, Uniform Fire Code, California State Fire Marshall Code, General Order 95 National Electric safety Code, Occupational Safety and Health Act Federal and State and any other laws, codes and regulations required for safe municipal tree management activities.

k. All service requests sent to the Contractor via email will be labeled with one of the following priority levels:

- ASAP- The contractor is to respond within one hour.
- Priority 1- The contractor is to respond within forty-eight (48) hours.
- Priority 2- The contractor is to respond within fourteen (14) days.
- Priority 3- The contractor is to respond within thirty (30) days.

l. Non-emergency unscheduled work shall consist of additional work performed outside of the normal schedule and scope and within a reasonable amount of time not to exceed 30 days. As determined by the Contract Administrator or designee, out-of-cycle municipal tree management activities will be billed as a service request.

m. The Contractor guarantees all work provided by them against all defects for a period of six (6) months, unless noted otherwise, from the date of final acceptance. The Public Works Director, Contract Administrator or designee will confirm the date of final acceptance in writing. The Contractor agrees that if failure does occur in that six-month period, they will be held liable for all costs related to that failure caused by poor workmanship.

n. Contractor shall always employ three levels of supervision for the City of Rialto:

- Area Manager-ISA Certified Arborist to manage daily operations.
- Field Supervisor-ISA Certified Arborist, Certified Tree Worker/Certified Climber to oversee daily field operations.
- Working Foreman-Certified Tree Worker and Certified Climber to oversee crews working in field.

o. Contractor will be responsible for removing vegetation including vines and Ivy from trees at ground level. No tendrils will be left behind.

p. All stumps that cannot be stump ground will be flush-cut at ground level and will be treated with an approved stump killer as directed by City-designated personnel. Contractor must be aware of the nature and mode of actions of herbicides so as not to injure or kill adjacent trees of the same species through underground crossing or grafting of the root system. Tree stumps may be removed at the request of City designated personnel.

q. The Contractor will respond to emergency calls on a 24-hour basis. The Contractor shall have emergency crew on site within the established priority service levels.

r. Trees with more than one trunk from the same rootstock visible from the ground will be considered as one unit.

s. Telecommunication lines shall be cleared from strain or abrasion.

2. VOLUNTEER PARTICIPATION

The Contractor when possible, will provide additional services as part of "Giving Back" to the community and various organizations. The Contractor will work with the City to make available extraordinary services to the City including, but not limited to, Arboriculture education, participation in Earth Day, other City events, and special community projects.

3. GREEN WASTE AND RECYCLING

All tree branches produced as a result of the contractor's operations under this contract shall be reduced, reused, recycled, and/or transformed. Included in the monthly billing for tree maintenance the City will receive a green waste report detailing the amount of debris recycled and location. This report must be in compliance with Assembly Bill 939.

Contractor agrees to reduce, reuse, recycle or transform 100% of all material produced as a result of tree trimming operations. Woodchips or mulch generated from pruning operations within the City may first be dumped at a City designated and approved site. If the City has no use for woodchips or mulch generated from tree trimming operations and contractor has no other way to recycle or reuse the material, then Contractor agrees to transport the material to any state recognized recycling facility at no charge to the City. The contractor must meet all state reporting requirements and supply to the City waste tonnage reports for all recycled material with the monthly invoice.

Work sites shall be cleaned on a daily basis with no limbs, brush or debris left overnight.

4. TRAINED PERSONNEL

The Contractor shall assign only qualified/certified Tree Trimmers/Climber Specialists who have completed a minimum of 18 months of certified training in accordance with American National Standards Institute Z133.1 guidelines.

5. DAMAGES

All damages resulting from contractors' operations shall be repaired at the Contractor's expense.

6. CITY REQUESTS

The contractor shall respond within 1 hour of any request by the City to address tree issues.

7. MUNICIPAL TREE MANAGEMENT- GENERAL GUIDELINES

All City trees shall be pruned using only professionally accepted standards, as established by the International Society of Arboriculture (ISA), National Arborists Association (NAA), and American National Standards Institute (ANSI) Section Z133.1. All City trees shall be pruned in a manner that will encourage good development while preserving their health, structure, and natural appearance.

The contractor shall perform municipal tree management operations in accordance with the minimum standards set by the following agencies. Rialto Standards will supersede these minimum standards as stated in Article 2, Item 2.

- a. ANSI Standard A300 (Part 1) Pruning
- b. ISA Best Management Practices - Tree Pruning
- c. ISA Tree Pruning Guidelines
- d. Cal-trans Encroachment Permits, Utility and Tree Trimming Special Provisions (TR- 159)
- e. American National Standard Practice for Roadway Lighting (ANSI / I ESNA RP-800)
- f. California Public Utilities Commission General Order 95

8. MUNICIPAL TREE MANAGEMENT- SPECIFIC STANDARD FOR THE CITY OF RIALTO

Prevent branch and foliage interference with the requirements of safe public passage. Over residential streets limbs shall be maintained gradually from nine (9) feet at the curb to fifteen (15) feet over traffic lanes. Over arterial streets, limbs shall be maintained at a maximum height of fifteen (15) feet from grade to wood. Over sidewalks, limbs shall be maintained at a height of eight (8) feet from grade to wood. In City parks, over playground equipment, limbs shall be maintained at a height of eight (8) feet from highest point on playground equipment.

Contractor shall perform all work in accordance with Western Chapter ISA Pruning Standards, ANSI A300 Standards, and City Specifications.

Remove all dead and dying branches and branch stubs that are an inch or longer.

Remove all broken or loose branches.

Remove any live branches that interfere with the tree's structural strength and healthful development, which will include the following:

1. Limbs, which rub and abrade a more important branch.
2. Limbs of weak structure, which are not important to the framework of the tree.
3. Limbs, which if allowed to grow, would wedge apart the junction of more important branches.
4. Limbs forming multiple leaders in a single leader type tree.
5. Branches near the end of a limb, which will produce more weight or offer more resistance to wind than the limb is able to support.
6. Undesirable sucker and water sprout growth giving specific attention not to nick or damage the sprout "burl".
7. Selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
8. Selective removal of limbs obstructing buildings or other structures, streetlights, or traffic signs.
9. All loose Palm Frond bases will be removed from all Palm trees using a shovel or other City approved device.
10. Telecommunication lines to be cleared from strain or abrasion.
11. Cut back ends of branches to a suitable lateral limb to reduce weight where excessive overburden appears likely to result in breakage of supporting limbs. Caution must be taken not to create "lion-tailing" which is caused by removing all or most of the inner foliage. Lion-tailing places foliage weight at the ends of the branches and may result in sunburn, water sprouts, and weakened branch structure and limb breakage.
12. On mature trees only, clear water sprouts or sucker growth to a minimum height of eight (8) feet above ground level.
13. Maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree.
14. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to the tree.
15. Clear all branches and foliage within four (4) to six (6) feet of primary electrical lines.
16. When pruning cuts are made to a suitable lateral limb, the remaining limb shall possess a basal thickness of at least 1/3 the diameter of the cut.

Such cuts shall be considered proper only when the remaining limb is vigorous enough to maintain adequate foliage to produce wood growth capable of call using the pruning cut within a reasonable amount of time.

17. All final pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Flush cuts shall not be made, and the branch collar shall not be removed.

18. Tree limbs and Palm frond bases shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property. Ropes shall lower large limbs and branches that would damage the tree or other property while falling freely.

19. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on the tree. All pests, disease, or structural weaknesses or defects observed by the contractor while performing this work shall be immediately reported to the City verbally and in writing including steps that will be taken by the contractor to prevent spreading. If any significant pest, disease, or structural weaknesses or defects are not reported for any reason the contractor will be held liable for all damages that occur.

20. The contractor will be responsible for removing bees and bee hives from trees at no additional cost to the City.

21. All pruning tools and saws used for tree pruning shall be kept sharpened at all times to result in final cut with an abrasive wood surface and secure bark. All trees six (6) inches in diameter (DBH) or less shall be pruned with hand tools only, Chainsaws will not be permitted on any trees with six (6) inches or less DBH.

22. Whenever pruning cuts are to be made, removing limbs too large to hold securely in one hand during the cutting operation, the limb shall be cut off first, one to two feet beyond the intended final cut. Then the final cut shall be made in a manner to prevent the tearing of bark and wood.

23. Live, healthy limbs with a diameter of four (4) inches or greater shall not be removed without prior approval from the City.

24. No more than twenty (20) percent of live wood may be removed from the crown of any tree. The exception to this is Live Oaks, which are limited to no more than ten (10) percent.

25. Any extraneous metal, wire, rubber, or other material interfering with the natural growth of the tree shall be removed.

26. The use of climbing spurs or spike shoes is strictly prohibited except in the case of aerial rescue and removals.

27. All pruning shall be performed in such a manner as to encourage and promote the natural growth and shape of the tree species. The Contractor shall not perform any of the following procedures, except in the process of tree removal:

- a. The severe cutting back of growing tips including topping, dehoming, heading back, pollarding, or hat racking.
- b. Flush cutting where a cut is made even with the surface of the trunk or limb, removing the branch collar and branch bark ridge.
- c. Stub cutting where branch removal results in the base of the branch removed protruding more than approximately 1/2 inch beyond the zone of the branch collar and branch bark ridge.
- d. Removal of a main healthy leader.
- e. The removal of all the inner branches and foliage also known as lion tailing.
- f. All guys, stakes, lodge poles, trunk guards, and ties shall be checked to avoid girdling and for leaning on an ongoing basis. Remove guys, stakes, lodge poles, trunk guards, and ties as required for the tree's health being careful not to induce a leaning tree.

9. TREE AND STUMP REMOVAL

a. All tree removals include the removal of dead, weak or hazardous trees. While performing tree removal, damage to other trees, shrubs, and other features is prohibited. The Contractor will be required to remove and replace any trees, shrubs, or other features damaged by the removal process. All debris is to become the Contractor's property and disposed of offsite. Trees removed shall be cut down to the existing soil grade and shall include stump removal. Tree and stump removal shall occur on the same day or until USA marks have been identified and then stump shall be removed within 24 hours. Removal lists will be compiled by the City and submitted monthly or as needed. Job sites shall be cleaned daily, including raking of leaves and removal of all debris.

b. Stumps shall be ground to a depth of eighteen (18) inches below level of sidewalk or curb grade or until deep roots are no longer encountered. The contractor shall grind the stump a minimum distance of five (5) feet on either side of the outer circumference of the stump, or until surface roots are no longer encountered. Upon removal Contractor is responsible for filling void with materials three (3) inches above grade to allow for settling. The backfill shall contain approximately 60% soil and shall be over seeded with appropriate plantings. All holes shall be backfilled, as well as all debris cleaned up and hauled off on a daily basis with no debris left overnight.

10. INVENTORY SYSTEM

Proposer is to host and maintain a detailed internet-based inventory system to include but not limited to the following:

Citywide inventory must be conducted and completed in-conjunction with the completion of each grid.

- a. Tree inventory includes:

- All trees trimmed, removed, planted, and worked on; and
 - All non-conforming/non-permitted trees and vegetation having the future potential growth within a five (5) year period to be in conflict of City of Rialto specific standards.
- b. All information collected will be the sole property of the City of Rialto.
 - c. Digital photos before and after trimming of all service requests.
 - d. Global Positioning (GPS) coordinate location.
 - e. Street address.
 - f. Species.
 - g. Estimated height.
 - h. Estimated diameter at shoulder height.
 - i. Type of service and date performed.
 - j. Removals and stump removals.
 - k. New plantings.
 - m. Note section for each address.
 - n. Sidewalk, curb/gutter, and any other damage caused by the tree.
 - o. The software shall have the capability of producing reports that can be exported to Microsoft Excel for graphic output for the purpose of displaying the data.
 - p. The software shall be capable of linking to the City of Rialto's GIS software with automatic data export.
 - q. The software shall also link to separate databases containing work history, work-requests, etc.
 - r. The software shall manage an unlimited number of records and have the capability of adding additional tree sites should the City desire to input them.
 - s. The software shall allow for queries to be made by one field or a combination of fields; and
 - t. Any other City requested information must be provided.

11. TREE MANAGEMENT SERVICES

1. Street Tree Pruning

At the direction of City of Rialto, pruning will be done per pre-designed districts along street segments, grid, or prune routes on a set cycle to include trees of various sizes. Pruning consists of tree canopy raising over roadways, and sidewalks. At a minimum tree shall be pruned to provide a minimum clearance of (15) feet over traffic lanes and

seven to 8 feet over sidewalks. Small limbs, including suckers and water sprouts shall be cut close to the trunk or branches from which they arise. Pruning shall be performed in accordance with the standards set forth by the International Society of arboriculture pruning standards (best management practices) and the ANSI A300 standards

2. Full Pruning/ Service Request Tree Pruning 0-12" diameter breast height.

3. Full Pruning/ Service Request Tree Pruning 13-24" diameter breast height.

4. Full Pruning/ Service Request Tree Pruning 25" + diameter breast height.

At the request of the city, trees will be assigned for pruning outside of their set cycle for various reasons. Pruning may consist of tree canopy raising over roadways sidewalks and in parks locations; thinning, reducing, restoring and structural pruning the tree canopy in width and height the production; and for immature trees, re staking and slash or retying, as needed. In addition, pruning includes removal all dead, broken, damage, loose, diseased or insect infested limbs, branches, and stubs shall be removed. Trees shall be pruned to remove any obstructions around traffic control devices, traffic signs, and Street lights.

5. King & Queen Palms (etc.)

6. Washingtonia Robusta Pruning

7. Date Palm Pruning

Pruning shall be performed in accordance with the standards set forth by the International Society of arboriculture pruning standards (best management practices) and the ANSI- A300 standards. The trimming shall provide a systemically shape and aesthetically pleasing appearance typically of the species standard palm tree pruning will fall under this category and will include the removal of dead and declining fronds & seed pods. Excluding palm tree skinning.

8. Palm Tree Skinning

Palm tree skinning is the process of removing the outer layer of bark from a palm tree. Skinning a palm tree also helps to protect it from pests and disease and encourages the growth of new leaves and branches. This process involves cutting away the dead fronds at their base which is at the trunk of the tree.

9. Tree and Stump Removal (regardless of diameter breast height)

10. Tree Only Removal (regardless of diameter breast height)

11. Stump only Removal (regardless of stump diameter)

After City of Rialto determines that a tree requires removal, City staff will prepare a list of trees to be removed, will notify homeowners, and submits list to contractor. City staff is responsible for marking trees so that they are easily identified by underground services alerts and the contractor. Contractor calls underground service alert USA and prepares internal work orders. Contractor will remove tree and hauls all debris to state approved disposal site. Contractor grinds stumps to a depth of approximately eighteen

(18") inches. The hole will be backfilled with a combination of native soil and minimal stump grindings and compact it to avoid settlement.

12. Root Pruning (typically >10' in length)

At the direction of city staff, roads shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements. Root pruning cuts shall be performed using root pruning equipment specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner. Root pruning cuts adjacent to sidewalks and curb shall be four (4) inches wide and twelve (12) inches deep and a minimum of five (5) feet in each direction from the center line of the tree.

13. Plant 15-gallon tree

14. Plant 15-gallon tree w/ Root Barrier

15. Plant 24" Box

16. Plant 24" Box w/ Root Barrier

17. Plant 36" Box

City staff will locate and mark potential sites for new plantings. Planting lists will be compiled and submitted monthly or as needed. Tree planting includes the tree, steaks, ties, labor and initial watering at time of installation.

18. Tree Watering

At the direction of the city staff, watering is performed by a one-man crew with a water truck who will water various tree routes including newly planted trees, landscape median and young trees that are >3 years of age. Watering may also be performed on an as needed basis.

19. Crew Rental/ Crown Reduction

The crew and equipment can be modified to complete any type of miscellaneous task including special projects that may consist of extraordinary work as directed by city staff. The use of currently may be warranted due to inaccessibility by equipment, in park locations, slope settings, or nonlinear tree pruning. It is understood that this type of pruning will make the tree more secure during times of high winds.

20. Specialty Equipment (e.g., Cranes, 95' Aerial Towers)

On occasions the use of a crane or 95-foot aerial tower is necessary to safely operate the assigned tree operation. The prices include equipment and the operator.

21. Emergency Response (Reg. Business Hours, Mon-Fri)

22. Emergency Response (Evening, Weekend, Holiday)

The contractor shall be required to provide emergency on call response for damaged trees due to storms or other reasons. Emergency calls may occur at any given time. The contractor will be provided with locations and the work to be done at each location

via telephone from a city authorized representative. Emergency work shall begin within 90 minutes of the initial telephone call.

23. Certified Arborist Services

On occasions, the city requires tree evaluations including written reports. The contractor shall provide an hourly rate for a certified arborist that can respond to the city's request for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis. The rate will be applied should the city request a certified arborist on site.

24. Plant Health Care

At the direction of the city staff, the contractor will provide plant health care services including but not limited to the following: spraying (canopy or trunk), injecting (for a systemic approach), or soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected trees appearance, vitality, and safety, using the most cost effective and environmentally sensitive practice and treatments available. Plant healthcare involves routine monitoring and preventative treatments. All pesticides recommendations are to be made by an in-house pest control advisor in accordance with the department of pesticide regulations.

A. Tree Canopy Spraying from ground level

B. Tree Canopy Spraying from Aerial Tower

- a. Description: Trunk spray of recommended material

C. Insecticide or fungicide trunk banding

- a. Description: trunk spray of recommended material.

D. PGR trunk banding

- a. Description: trunk spray of recommended material to regulate plant growth.

E. Insecticide or PGR soil applications (Cambistat)

- a. Description: recommended insecticide soil injection or drench material to regulate plant growth.

F. Insecticide or fungicide soil application

- a. Description: soil applied drench of recommended material.

G. soil injection fertilization

- a. Description: soil applied injection of recommended material

H. soil drenching fertilization

- a. description: Applications of recommended material

I. trunk injection (insecticide/miticide)

- a. description: trunk injected recommended material

J. trunk injection (fungicide)

- a. description: trunk injected recommended material

K. truck injection (insecticide & fungicide combo)

- a. description: combination of one-time trunk injection of two recommended materials

L. Avermectin Class Insecticide Injection

a. description: recommended trunk injection of Emamectin Benzoate active ingredient

EXHIBIT "B"**"SCHEDULE OF COMPENSATION"****City of Rialto**

Proposed Rates for RFB #24-025 Tree Maintenance Services
(Re-Bid) Submitted by West Coast Arborists, Inc.

Item	Description	Unit Measure	FY24-25 Proposed Rates	FY25-26 Unit Rates	FY26-27 Unit Rates	FY27-28 Unit Rates	FY28-29 Unit Rates
1	Street Tree Pruning <i>At the direction of CITY, pruning will be done per pre-designed districts along street segments, grids, or prune routes on a set cycle to include trees of various sizes. Pruning consists of tree canopy raising over roadways, and sidewalks. At a minimum, trees shall be pruned to provide a minimum clearance of fourteen (15) feet over the traffic lanes and seven (8) feet over sidewalks. Trees can be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i>	Each	\$ 75.00	\$ 75.00	\$ 75.00	\$ 80.00	\$ 85.00
2	Full Prune/Service Request Tree Pruning 0-12" DBH	Each	\$ 90.00	\$ 90.00	\$ 90.00	\$ 95.00	\$ 100.00
3	Full Prune/Service Request Tree Pruning 13-24" DBH	Each	\$ 170.00	\$ 170.00	\$ 170.00	\$ 180.00	\$ 190.00
4	Full Prune/Service Request Tree Pruning 25" & over DBH <i>At the request of the City, trees will be assigned for pruning outside of their set cycle for various reasons. Pruning may consist of tree canopy raising over roadways, sidewalks, and in park locations; thinning, reducing, restoring and structurally pruning the tree canopy in width and height reduction; and for immature trees, re-staking and/or retying, as needed. In addition pruning includes removing all dead, broken, damaged, loose, diseased or insect infested limbs, branches, and stubs shall be removed. Small limbs, including suckers and waterspouts shall be cut close to the trunk or branch from which they arise. At a minimum, tree shall be pruned to provide a minimum clearance of fifteen (15) feet over the roadway and eight (8) feet over walkways. Trees shall be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i>	Each	\$ 325.00	\$ 325.00	\$ 325.00	\$ 375.00	\$ 395.00
5	Coco/King Palm Pruning	Each	\$ 70.00	\$ 70.00	\$ 70.00	\$ 80.00	\$ 85.00
6	Washingtonia Robusta Pruning	Each	\$ 95.00	\$ 95.00	\$ 95.00	\$ 105.00	\$ 110.00
7	Date Palm Pruning <i>Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. Standard palm tree pruning will fall under this category and will include the removal of dead and declining fronds & seed pods. Excludes skinning.</i>	Each	\$ 275.00	\$ 275.00	\$ 275.00	\$ 295.00	\$ 325.00
8	Palm Tree Skinning	Linear Foot	\$ 30.00	\$ 30.00	\$ 30.00	\$ 35.00	\$ 37.00
9	Tree and Stump Removal (regardless of size)	Dia. Inch	\$ 49.00	\$ 49.00	\$ 49.00	\$ 52.00	\$ 54.00
10	Tree Only Removal (regardless of size)	Dia. Inch	\$ 35.00	\$ 35.00	\$ 35.00	\$ 37.00	\$ 39.00
11	Stump Only Removal (regardless of size) <i>After CITY determines that a tree requires removal, CITY will prepare a list of trees to be removed, notifies homeowners, and submits lists to Contractor. CITY is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of approximately eighteen (18") inches. All holes will be backfilled with a combination of native soil and minimal stump grindings and compacted to avoid settlement.</i>	Dia. Inch	\$ 18.00	\$ 18.00	\$ 18.00	\$ 20.00	\$ 22.00

City of Rialto

Proposed Rates for RFB #24-025 Tree Maintenance Services (Re-Bid)
Submitted by West Coast Arborists, Inc.

Item	Description	Unit Measure	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
			Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
1	Street Tree Pruning <i>At the direction of CITY, pruning will be done per pre-designed districts along street segments, grids, or prune routes on a set cycle to include trees of various sizes. Pruning consists of tree canopy raising over roadways, and sidewalks. At a minimum, trees shall be pruned to provide a minimum clearance of fourteen (15) feet over the traffic lanes and seven (8) feet over sidewalks. Trees can be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i>	Each	\$ 75.00	\$ 75.00	\$ 75.00	\$ 80.00	\$ 85.00
2	Full Prune/Service Request Tree Pruning 0-12" DBH	Each	\$ 90.00	\$ 90.00	\$ 90.00	\$ 95.00	\$ 100.00
3	Full Prune/Service Request Tree Pruning 13-24" DBH	Each	\$ 170.00	\$ 170.00	\$ 170.00	\$ 180.00	\$ 190.00
4	Full Prune/Service Request Tree Pruning 25" & over DBH <i>At the request of the City, trees will be assigned for pruning outside of their set cycle for various reasons. Pruning may consist of tree canopy raising over roadways, sidewalks, and in park locations; thinning, reducing, restoring and structurally pruning the tree canopy in width and height reduction; and for immature trees; re-staking and/or retying, as needed. In addition pruning includes removing all dead, broken, damaged, loose, diseased or insect infested limbs, branches, and stubs shall be removed. Small limbs, including suckers and waterspouts shall be cut close to the trunk or branch from which they arise. At a minimum, tree shall be pruned to provide a minimum clearance of fifteen (15) feet over the roadway and eight (8) feet over walkways. Trees shall be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i>	Each	\$ 325.00	\$ 325.00	\$ 325.00	\$ 375.00	\$ 395.00
5	Coco/King Palm Pruning	Each	\$ 70.00	\$ 70.00	\$ 70.00	\$ 80.00	\$ 85.00
6	Washingtonia Robusta Pruning	Each	\$ 95.00	\$ 95.00	\$ 95.00	\$ 105.00	\$ 110.00
7	Date Palm Pruning <i>Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. Standard palm tree pruning will fall under this category and will include the removal of dead and declining fronds & seed pods. Excludes skinning.</i>	Each	\$ 275.00	\$ 275.00	\$ 275.00	\$ 295.00	\$ 325.00
8	Palm Tree Skinning	Linear Foot	\$ 30.00	\$ 30.00	\$ 30.00	\$ 35.00	\$ 37.00
9	Tree and Stump Removal (regardless of size)	Dia. Inch	\$ 49.00	\$ 49.00	\$ 49.00	\$ 52.00	\$ 54.00
10	Tree Only Removal (regardless of size)	Dia. Inch	\$ 35.00	\$ 35.00	\$ 35.00	\$ 37.00	\$ 39.00
11	Stump Only Removal (regardless of size) <i>After CITY determines that a tree requires removal, CITY will prepare a list of trees to be removed, notifies homeowners, and submits lists to Contractor. CITY is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of approximately eighteen (18") inches. All holes will be backfilled with a combination of native soil and minimal stump grindings and compacted to avoid settlement.</i>	Dia. Inch	\$ 18.00	\$ 18.00	\$ 18.00	\$ 20.00	\$ 22.00

Item	Description	Unit Measure	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
			Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
12	Root Prune trees (typical 10 foot length) <i>At the direction of City staff, roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements. Root pruning cuts shall be performed using root pruning equipment specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner. Root pruning cuts adjacent to the sidewalk and curb shall be four (4) inches wide and twelve (12) inches deep and a minimum of five (5) feet in each direction from the centerline of the tree.</i>	Linear Foot	\$ 20.00	\$ 20.00	\$ 20.00	\$ 22.00	\$ 24.00
13	Plant 15-gallon tree	Each	\$ 200.00	\$ 200.00	\$ 200.00	\$ 225.00	\$ 245.00
14	Plant 15-gallon tree with Root Barrier	Each	\$ 225.00	\$ 225.00	\$ 225.00	\$ 250.00	\$ 275.00
15	Plant 24" box tree	Each	\$ 400.00	\$ 400.00	\$ 400.00	\$ 425.00	\$ 445.00
16	Plant 24" box tree with Root Barrier	Each	\$ 425.00	\$ 425.00	\$ 425.00	\$ 450.00	\$ 475.00
17	Plant 36" box tree <i>Tree planting includes the tree, stakes, ties, labor and initial watering at time of installation as directed by City staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed.</i>	Each	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,450.00	\$ 1,500.00
18	Tree Watering <i>At the direction of the City, watering is performed by a one-man crew with a water truck who will water various tree routes including newly planted trees, landscape median and young trees that are three (3) years old and younger. Watering may also be performed on an as-needed basis.</i>	Day	\$ 855.00	\$ 855.00	\$ 855.00	\$ 900.00	\$ 915.00
19	Crew Rental <i>The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work as directed by City staff. The use of crew rental may be warranted due to inaccessibility by equipment, in park locations, slope settings, or non-linear tree pruning.</i>	Man Hour	\$ 95.00	\$ 95.00	\$ 95.00	\$ 100.00	\$ 105.00
20	Specialty Equipment (i.e., Crane, 95-ft Aerial Tower) <i>On occasion the use of a crane or 95-foot aerial tower is necessary to safely operate the assigned tree operation. These prices of equipment include the operator.</i>	Hour	\$ 175.00	\$ 175.00	\$ 175.00	\$ 185.00	\$ 195.00
21	Emergency Response (Reg. Business Hours, Mon-Fri)	Man Hour	\$ 95.00	\$ 95.00	\$ 95.00	\$ 100.00	\$ 105.00
22	Emergency Response (Evening, weekend, Holidays) <i>The Contractor shall be required to provide emergency on call response for damaged trees due to storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within 90 minutes of the initial telephone call.</i>	Man Hour	\$ 129.00	\$ 129.00	\$ 129.00	\$ 135.00	\$ 140.00
23	Certified Arborist Services <i>On occasion, the City requires tree evaluations including written reports. The Contractor shall provide an hourly rate for a Certified Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree risk assessment reports tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis. The rate will be applied should the City request a Certified Arborist on-site.</i>	Hour	\$ 170.00	\$ 170.00	\$ 170.00	\$ 180.00	\$ 185.00

Item	Description	Unit Measure	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
			Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
24	Plant Health Care <i>At the direction of the City, the Contractor will provide plant health care services including but not limited to the following: spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by an in-house Pest Control Advisor in accordance with the Department of Pesticide Regulations.</i>	See below					
a.	Tree Canopy Spraying from ground level	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00
b.	Tree Canopy Spraying from aerial tower Description: Foliar hydraulic spraying of recommended material.)	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00
c.	Insecticide or Fungicide Trunk Banding Description: Trunk spray of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.50	\$ 9.00
d.	PGR Trunk Banding Description: Trunk spray of recommended material to regulate plant growth.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00
e.	Insecticide or PGR Soil Application (Cambistat) Description: Recommended insecticide soil injection or drench material to regulate plant growth.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00
f.	Insecticide or Fungicide Soil Application Description: Soil applied drench of recommended material.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00
g.	Soil Injection Fertilization Description: Soil applied injection of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.50	\$ 9.00
h.	Soil Drenching Fertilization Description: Soil application of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.50	\$ 9.00
i.	Trunk Injection (Insecticide/Miticide) Description: Trunk injected recommended material.	per diameter inch	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.50	\$ 10.00
j.	Trunk Injection (Fungicide) Description: Trunk injected recommended material.	per diameter inch	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.50	\$ 10.00
k.	Trunk Injection (Insecticide & Fungicide Combo) Description: Combination of one-time trunk injection of two recommended materials.	per diameter inch	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.50	\$ 11.00
l.	Avermectin Class Insecticide Injection Description: Recommended trunk injection of Emarvactin benzoate active ingredient.	per diameter inch	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.50	\$ 12.00

		FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
Item	Description	Unit Measure	Proposed Rates	Unit Rates	Unit Rates	Unit Rates
Alternative Bid Item #1						
GPS Tree Inventory		Tree Site	\$ 4.00	\$ 4.00	\$ 4.00	
At the City's direction, contractor will provide the City with a Global Positioning System (GPS) tree inventory collected by an ISA Certified Arborist including coordinates for all trees in public spaces. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude.					\$ 5.00	\$ 5.50
Alternative Bid Item #2						
Create a Street Tree Palette		Lump Sum	\$ 5,000.00			
At the City's direction, work with City staff to develop an updated Street Tree Palette.						
Create a Street Tree Planting Plan		Lump Sum	\$ 15,000.00			
At the City's direction, work with City staff to develop an updated Street Tree Planting Plan for future planting opportunities.						
Alternative Bid Item #3						
Create an Urban Forest Management Plan (UFMP)		Lump Sum	\$ 40,000.00			
At the City's direction, work with City staff to develop an UFMP. This includes presenting to City Council and train staff on the UFMP.						

COOPERATIVE PURCHASE

It is intended that any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

**CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
WEST COAST ARBORISTS, INC.**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of December, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and West Coast Arborists, Inc., a California corporation, ("Contractor").

W I T N E S S E T H :

- A. City proposes to utilize the services of Contractor as an independent contractor to provide tree maintenance services, as more fully described herein; and
- B. Section 2-165 of the Costa Mesa Municipal Code permits the City to purchase services through competitively awarded agreements of other local, state, or federal government agencies, a process known as "piggybacking"; and
- C. The City of Rialto competitively awarded Contractor a contract effective July 1, 2024 for tree maintenance services, attached hereto as Exhibit "A" and incorporated herein by reference ("Rialto Contract"); and
- D. The City desires to "piggyback" onto the Rialto Contract, and Contractor consents to the "piggybacking"; and
- E. City and Contractor desire to contract for the tree maintenance services in accordance with the Rialto Contract, subject to the modifications set forth herein; and
- F. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and
- G. City and Contractor desire to contract for the services and desire to set forth their rights, duties and liabilities in connection with the performance of such services; and
- H. 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. Contractor agrees to perform the services set forth in the Rialto Contract for the City in accordance with the terms of the Rialto Contract, except as otherwise stated herein.
2. Except as otherwise stated herein, the terms and conditions of the Rialto Contract shall

form the basis of this Agreement, with the City having the rights, duties, and obligations of the City of Rialto set forth in the Rialto Contract.

3. If any provision of this Agreement conflicts with any provision of the Rialto Contract, then the terms, conditions and provisions of this Agreement shall control.
4. The terms and conditions of the Rialto Contract are modified, amended, or supplemented as follows:
 - a) All references in the Rialto Contract shall be considered references to the City of Costa Mesa.
 - b) Section 1.7 shall be amended to read as follows:
 1. Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" project. Consultant shall defend, indemnify, and hold 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 Law.
 2. 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).
 3. Legal Working Day. In accordance with the provisions of Labor Code Section 1810, *et seq.*, eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in one calendar day or more than 40 hours in any calendar week in violation of the Labor Code.
 4. Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works project. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
 5. Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name,

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

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

- c) Section 2.1 shall be amended to read as follows:

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor an annual not to exceed amount of One Million One Hundred Thousand Dollars (\$1,100,000.00) (the "Contract Sum"). The Contract Sum may also be increased for additional services pursuant to Section 1.9.

- d) Section 3.4 shall be deleted in its entirety and replaced as follows:

Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect through completion of the services related to Request for Proposals No. 24-025, (the "Project"), and as identified in the Schedule of Performance, Exhibit "C". The initial contract will be for Four (4) years Seven (7) months, from December 1, 2024, through June 30, 2029.

Agreement Price. Contractor agrees not to raise Contractor's prices during the initial two (2) years of this Agreement. Thereafter, Contractor may request in writing at least sixty (60) days prior to December 1, 2026, a price increase based on an increase Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area (CPI). The adjustment will be determined using the June index for the current year and the June index for the preceding year. However, in no event shall any increase in Contractor's prices exceed two percent (2%). Contractor's written request for a price increase shall include reference to the CPI index, the percentage CPI increase, and Contractor's revised prices based on such CPI increase. The price increase shall be effective on the first day after the initial two (2) year period of the Agreement.

- e) Section 7.1 shall be amended to read as follows:

California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relating to this Agreement shall be instituted in the Superior Court of

the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

- f) Section 9.3 shall be amended to provide the following contact information for City.

If to City: City of Costa Mesa
 Attention: Robert Ryan
 77 Fair Drive
 Costa Mesa, CA 92626

CC: City of Costa Mesa
 Attn: Purchasing
 77 Fair Drive
 Costa Mesa, CA 92626

- g) The certificates of insurance required by Section 5.2 of the Rialto Contract shall be attached hereto as Exhibit "B."
- h) Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.
- i) 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.

[Signature page follows.]

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

CONTRACTOR

Signature Date: _____

[Name and Title]

Signature Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management Date: _____

APPROVED AS TO CONTENT:

Robert Ryan
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Works Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RIALTO AND
WEST COAST ARBORISTS, INC.**



PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RIALTO AND WEST COAST ARBORISTS, INC

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this 1st day of July, 2024, by and between the City of Rialto, a municipal corporation and California general law city ("City"), and West Coast Arborists, Inc. a California C Corporation, ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

RECITALS

A. City has sought, by Request for Proposals No. 24-025, the performance of professional services related to the trimming, complete removal of trees and stumps, watering, disease/pest control, plantings, new tree care watering, staking, root pruning, skinning, and GIS inventory/internet database, as defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those professional services associated with the trimming, complete removal of trees and stumps, watering, disease/pest control, plantings, new tree care watering, staking, root pruning, skinning, and GIS inventory/internet database, and as specified in the "Scope of Services" attached hereto as **Exhibit "A"** and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more professional firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals No. 24-025; and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The Contract Documents and Accepted Proposal shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Scope of Services, Consultant's Proposal, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws may not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. However, Consultant shall defend, indemnify, and hold 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.

1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such

extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments shall be reflected in an amendment to the Agreement subject to the written approval of the Parties. Any amendment to this Agreement shall be reviewed and approved by the City Manager. In accordance with Rialto Municipal Code section 2.48.180, increases in compensation of this Agreement may be approved by the City Manager provided: (a) the initial Contract Sum was less than One Hundred Thousand Dollars (\$100,000) and the amended Contract Sum when considering any or all amendments will not exceed One Hundred Thousand Dollars (\$100,000); or (b) the agreement was approved by the City Council and the increases in compensation taken either separately or cumulatively do not exceed One Hundred Thousand Dollars (\$100,000). Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **Exhibit "B"** and incorporated herein by this reference. Upon commencement of this Agreement the total compensation, including reimbursement for actual expenses, shall not exceed **Five Hundred Fifty Thousand Dollars and Zero Cents (\$550,000.00)** (the "Contract Sum"). The Contract Sum may also be increased for additional services pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

2.5 No Waiver.

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit "C"** and

incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect through completion of the services related to Request for Proposals No. 24-025, (the "Project"), and as identified in the Schedule of Performance, **Exhibit "C"**. The initial contract will be for three years, from July 1, 2024, through June 30, 2027. The City may extend the Contract for up to two (2) optional one (1) year term extensions based on satisfactory performance. All extensions are subject to satisfactory performance, additional negotiations, and City Council approval as necessary.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Patrick Mahoney
(Name)

President
(Title)

Richard Mahoney
(Name)

Secretary
(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into

this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or other such person designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such

obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount

not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees, or volunteers. 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.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees

to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

Notwithstanding the foregoing, to the extent that the Consultant's services are subject to California Civil Code Section 2782.8, the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in

the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained, or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the

work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant’s default shall not be deemed to result in a waiver of the City’s legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Consultant, except that where termination is due to the fault of the Consultant,

the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Additionally, pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, gender identity, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, sexual orientation, gender, gender identity, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

9.2 Payment of Taxes.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

9.3 Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City: City of Rialto
150 S. Palm Ave.
Rialto, CA 92376
Attn: City Manager
Tel: (909) 820-2525
Fax: (909) 820-2527

With copy to: Burke, Williams & Sorensen, LLP
1770 Iowa Avenue, Suite 240
Riverside, CA 92507
Attn: Eric S. Vail, City Attorney
Tel: (951) 788-0100
Fax: (951) 788-5785

If to Consultant: West Coast Arborists, Inc
9465 Schaefer Ave
Ontario, CA 91761
Patrick Mahoney/President
(714) 991-1900/pmahoney@wcainc.com

Either Party may change its address by notifying the other Party of the change of address in writing.

9.4 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.6 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

9.9 Conflicting Terms

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement on the date first written above.

CITY:

**CITY OF RIALTO, a municipal
corporation**

By: Michael Milhiser
Michael Milhiser, Interim City
Manager

CONSULTANT:

**West Coast Arborists, Inc., a
California C Corporation**

By: [Signature]
Signature

ATTEST:

By: Barbara A. McGee
Barbara A. McGee, City Clerk

Patrick Mahoney
Name

President
Title

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

By: [Signature]
Eric S. Vail, City Attorney

By: RICHARD MAHONEY
Signature

Richard Mahoney
Name

Secretary
Title

****Two signatures are required if a
corporation****

EXHIBIT "A"**SCOPE OF SERVICES****Scope of Work****1. WORK TO BE DONE BY CONTRACTOR**

a. Work will be performed at various times and locations within the service area of the City of Rialto. The Contractor is not authorized to perform any work under these specifications until the Contractor has received, from City designated personnel, notification to commence work. The notification will specify the location and type of work to be performed. If during the commencement of work, a discrepancy arises, the Contractor shall immediately notify the City's designated personnel. Work will include but is not limited to trimming, complete removal of trees and stumps, watering, disease/pest control, plantings, new tree care watering, staking, root pruning, skinning, and GIS inventory/internet database.

b. The Contractor is responsible to obtain from the City designated personnel information for grids in order to meet grid tree management standards for each grid type before starting work. It is understood by the Contractor that grid areas are to continue their normal operation during grid trimming. The Contractor is to provide and use all protective equipment necessary to protect the Contractor's employees.

c. The Contractor shall, prior to commencing work, be responsible for notifying the residents at each address with a door hanger of the intended municipal tree management service at least forty-eight hours prior to commencing work and a NO Parking sign shall be placed on the tree with the use of string ties, no nails or staples allowed.

d. Sufficient crews shall be maintained at all times to maintain Municipal Tree Management standards established by the City.

e. The Contractor shall submit a daily electronic report defining the work schedule, status, updates, any problems encountered, and any other information requested by City personnel. Daily report should be- delivered to Public Works Director, Contract Administrator or designee, Contract Administrator and City inspector by 7:30 A.M. each weekday morning.

f. No work will be performed on the weekends with the exception of emergencies and pre-approved work by City designated personnel. Overtime work performed at the option of, or for the convenience of the Contractor will be inspected by the City at the expense of the Contractor.

g. Invoice will be paid in full when municipal tree management work is completed on time, City designated personnel agrees work is complete, and invoice is submitted.

h. All work performed by the Contractor will be at the sole expense of the Contractor as part of the agreement.

i. The Contractor shall provide an internet-based GIS inventory system for all grids and work performed in the City. This will include but not limited to tree varieties, species, diameter, height, location, and invoicing information. Contractor, at their expense, will be responsible to migrate and/or update existing City inventory data into contractor's internet-based inventory system within 90 days of contract implementation.

j. The Contractor will comply with all City of Rialto Municipal Codes, Article 38 of the High Voltage Electrical Safety Orders and Article 12 of the General Industry Safety Orders, Title 8 of the California Administrative Code, Clearance of Brush or Vegetative Growth from Electrical Lines, Item 15, Appendix II-A, Uniform Fire Code, California State Fire Marshall Code, General Order 95 National Electric safety Code, Occupational Safety and Health Act Federal and State and any other laws, codes and regulations required for safe municipal tree management activities.

k. All service requests sent to the Contractor via email will be labeled with one of the following priority levels:

- ASAP- The contractor is to respond within one hour.
- Priority 1- The contractor is to respond within forty-eight (48) hours.
- Priority 2- The contractor is to respond within fourteen (14) days.
- Priority 3- The contractor is to respond within thirty (30) days.

l. Non-emergency unscheduled work shall consist of additional work performed outside of the normal schedule and scope and within a reasonable amount of time not to exceed 30 days. As determined by the Contract Administrator or designee, out-of-cycle municipal tree management activities will be billed as a service request.

m. The Contractor guarantees all work provided by them against all defects for a period of six (6) months, unless noted otherwise, from the date of final acceptance. The Public Works Director, Contract Administrator or designee will confirm the date of final acceptance in writing. The Contractor agrees that if failure does occur in that six-month period, they will be held liable for all costs related to that failure caused by poor workmanship.

n. Contractor shall always employ three levels of supervision for the City of Rialto:

- Area Manager-ISA Certified Arborist to manage daily operations.
- Field Supervisor-ISA Certified Arborist, Certified Tree Worker/Certified Climber to oversee daily field operations.
- Working Foreman-Certified Tree Worker and Certified Climber to oversee crews working in field.

o. Contractor will be responsible for removing vegetation including vines and ivy from trees at ground level. No tendrils will be left behind.

p. All stumps that cannot be stump ground will be flush-cut at ground level and will be treated with an approved stump killer as directed by City-designated personnel. Contractor must be aware of the nature and mode of actions of herbicides so as not to injure or kill adjacent trees of the same species through underground crossing or grafting of the root system. Tree stumps may be removed at the request of City designated personnel.

q. The Contractor will respond to emergency calls on a 24-hour basis. The Contractor shall have emergency crew on site within the established priority service levels.

r. Trees with more than one trunk from the same rootstock visible from the ground will be considered as one unit.

s. Telecommunication lines shall be cleared from strain or abrasion.

2. VOLUNTEER PARTICIPATION

The Contractor when possible, will provide additional services as part of "Giving Back" to the community and various organizations. The Contractor will work with the City to make available extraordinary services to the City including, but not limited to, Arboriculture education, participation in Earth Day, other City events, and special community projects.

3. GREEN WASTE AND RECYCLING

All tree branches produced as a result of the contractor's operations under this contract shall be reduced, reused, recycled, and/or transformed. Included in the monthly billing for tree maintenance the City will receive a green waste report detailing the amount of debris recycled and location. This report must be in compliance with Assembly Bill 939.

Contractor agrees to reduce, reuse, recycle or transform 100% of all material produced as a result of tree trimming operations. Woodchips or mulch generated from pruning operations within the City may first be dumped at a City designated and approved site. If the City has no use for woodchips or mulch generated from tree trimming operations and contractor has no other way to recycle or reuse the material, then Contractor agrees to transport the material to any state recognized recycling facility at no charge to the City. The contractor must meet all state reporting requirements and supply to the City waste tonnage reports for all recycled material with the monthly invoice.

Work sites shall be cleaned on a daily basis with no limbs, brush or debris left overnight.

4. TRAINED PERSONNEL

The Contractor shall assign only qualified/certified Tree Trimmers/Climber Specialists who have completed a minimum of 18 months of certified training in accordance with American National Standards Institute Z133.1 guidelines.

5. DAMAGES

All damages resulting from contractors' operations shall be repaired at the Contractor's expense.

6. CITY REQUESTS

The contractor shall respond within 1 hour of any request by the City to address tree issues.

7. MUNICIPAL TREE MANAGEMENT- GENERAL GUIDELINES

All City trees shall be pruned using only professionally accepted standards, as established by the International Society of Arboriculture (ISA), National Arborists Association (NAA), and American National Standards Institute (ANSI) Section Z133.1. All City trees shall be pruned in a manner that will encourage good development while preserving their health, structure, and natural appearance.

The contractor shall perform municipal tree management operations in accordance with the minimum standards set by the following agencies. Rialto Standards will supersede these minimum standards as stated in Article 2, Item 2.

- a. ANSI Standard A300 (Part 1) Pruning
- b. ISA Best Management Practices - Tree Pruning
- c. ISA Tree Pruning Guidelines
- d. Cal-trans Encroachment Permits, Utility and Tree Trimming Special Provisions (TR- 159)
- e. American National Standard Practice for Roadway Lighting (ANSI /I ESNA RP-800)
- f. California Public Utilities Commission General Order 95

8. MUNICIPAL TREE MANAGEMENT- SPECIFIC STANDARD FOR THE CITY OF RIALTO

Prevent branch and foliage interference with the requirements of safe public passage. Over residential streets limbs shall be maintained gradually from nine (9) feet at the curb to fifteen (15) feet over traffic lanes. Over arterial streets, limbs shall be maintained at a maximum height of fifteen (15) feet from grade to wood. Over sidewalks, limbs shall be maintained at a height of eight (8) feet from grade to wood. In City parks, over playground equipment, limbs shall be maintained at a height of eight (8) feet from highest point on playground equipment.

Contractor shall perform all work in accordance with Western Chapter ISA Pruning Standards, ANSI A300 Standards, and City Specifications.

Remove all dead and dying branches and branch stubs that are an inch or longer.

Remove all broken or loose branches.

Remove any live branches that interfere with the tree's structural strength and healthful development, which will include the following:

1. Limbs, which rub and abrade a more important branch.
2. Limbs of weak structure, which are not important to the framework of the tree.
3. Limbs, which if allowed to grow, would wedge apart the junction of more important branches.
4. Limbs forming multiple leaders in a single leader type tree.
5. Branches near the end of a limb, which will produce more weight or offer more resistance to wind than the limb is able to support.
6. Undesirable sucker and water sprout growth giving specific attention not to nick or damage the sprout "burl".
7. Selective removal of one or more developing leaders where multiple branch growth exists near the end of broken or stubbed limbs.
8. Selective removal of limbs obstructing buildings or other structures, streetlights, or traffic signs.
9. All loose Palm Frond bases will be removed from all Palm trees using a shovel or other City approved device.
10. Telecommunication lines to be cleared from strain or abrasion.
11. Cut back ends of branches to a suitable lateral limb to reduce weight where excessive overburden appears likely to result in breakage of supporting limbs. Caution must be taken not to create "lion-tailing" which is caused by removing all or most of the inner foliage. Lion-tailing places foliage weight at the ends of the branches and may result in sunburn, water sprouts, and weakened branch structure and limb breakage.
12. On mature trees only, clear water sprouts or sucker growth to a minimum height of eight (8) feet above ground level.
13. Maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree.
14. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to the tree.
15. Clear all branches and foliage within four (4) to six (6) feet of primary electrical lines.
16. When pruning cuts are made to a suitable lateral limb, the remaining limb shall possess a basal thickness of at least 1/3 the diameter of the cut.

Such cuts shall be considered proper only when the remaining limb is vigorous enough to maintain adequate foliage to produce wood growth capable of call using the pruning cut within a reasonable amount of time.

17. All final pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Flush cuts shall not be made, and the branch collar shall not be removed.

18. Tree limbs and Palm frond bases shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property. Ropes shall lower large limbs and branches that would damage the tree or other property while falling freely.

19. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on the tree. All pests, disease, or structural weaknesses or defects observed by the contractor while performing this work shall be immediately reported to the City verbally and in writing including steps that will be taken by the contractor to prevent spreading. If any significant pest, disease, or structural weaknesses or defects are not reported for any reason the contractor will be held liable for all damages that occur.

20. The contractor will be responsible for removing bees and bee hives from trees at no additional cost to the City.

21. All pruning tools and saws used for tree pruning shall be kept sharpened at all times to result in final cut with an abrasive wood surface and secure bark. All trees six (6) inches in diameter (DBH) or less shall be pruned with hand tools only, Chainsaws will not be permitted on any trees with six (6) inches or less DBH.

22. Whenever pruning cuts are to be made, removing limbs too large to hold securely in one hand during the cutting operation, the limb shall be cut off first, one to two feet beyond the intended final cut. Then the final cut shall be made in a manner to prevent the tearing of bark and wood.

23. Live, healthy limbs with a diameter of four (4) inches or greater shall not be removed without prior approval from the City.

24. No more than twenty (20) percent of live wood may be removed from the crown of any tree. The exception to this is Live Oaks, which are limited to no more than ten (10) percent.

25. Any extraneous metal, wire, rubber, or other material interfering with the natural growth of the tree shall be removed.

26. The use of climbing spurs or spike shoes is strictly prohibited except in the case of aerial rescue and removals.

27. All pruning shall be performed in such a manner as to encourage and promote the natural growth and shape of the tree species. The Contractor shall not perform any of the following procedures, except in the process of tree removal:

- a. The severe cutting back of growing tips including topping, dehoming, heading back, pollarding, or hat racking.
- b. Flush cutting where a cut is made even with the surface of the trunk or limb, removing the branch collar and branch bark ridge.
- c. Stub cutting where branch removal results in the base of the branch removed protruding more than approximately 1/2 inch beyond the zone of the branch collar and branch bark ridge.
- d. Removal of a main healthy leader.
- e. The removal of all the inner branches and foliage also known as lion tailing.
- f. All guys, stakes, lodge poles, trunk guards, and ties shall be checked to avoid girdling and for leaning on an ongoing basis. Remove guys, stakes, lodge poles, trunk guards, and ties as required for the tree's health being careful not to induce a leaning tree.

9. TREE AND STUMP REMOVAL

a. All tree removals include the removal of dead, weak or hazardous trees. While performing tree removal, damage to other trees, shrubs, and other features is prohibited. The Contractor will be required to remove and replace any trees, shrubs, or other features damaged by the removal process. All debris is to become the Contractor's property and disposed of offsite. Trees removed shall be cut down to the existing soil grade and shall include stump removal. Tree and stump removal shall occur on the same day or until USA marks have been identified and then stump shall be removed within 24 hours. Removal lists will be compiled by the City and submitted monthly or as needed. Job sites shall be cleaned daily, including raking of leaves and removal of all debris.

b. Stumps shall be ground to a depth of eighteen (18) inches below level of sidewalk or curb grade or until deep roots are no longer encountered. The contractor shall grind the stump a minimum distance of five (5) feet on either side of the outer circumference of the stump, or until surface roots are no longer encountered. Upon removal Contractor is responsible for filling void with materials three (3) inches above grade to allow for settling. The backfill shall contain approximately 60% soil and shall be over seeded with appropriate plantings. All holes shall be backfilled, as well as all debris cleaned up and hauled off on a daily basis with no debris left overnight.

10. INVENTORY SYSTEM

Proposer is to host and maintain a detailed internet-based inventory system to include but not limited to the following:

Citywide inventory must be conducted and completed in-conjunction with the completion of each grid.

- a. Tree inventory includes:

- All trees trimmed, removed, planted, and worked on; and
 - All non-conforming/non-permitted trees and vegetation having the future potential growth within a five (5) year period to be in conflict of City of Rialto specific standards.
- b. All information collected will be the sole property of the City of Rialto.
 - c. Digital photos before and after trimming of all service requests.
 - d. Global Positioning (GPS) coordinate location.
 - e. Street address.
 - f. Species.
 - g. Estimated height.
 - h. Estimated diameter at shoulder height.
 - i. Type of service and date performed.
 - j. Removals and stump removals.
 - k. New plantings.
 - m. Note section for each address.
 - n. Sidewalk, curb/gutter, and any other damage caused by the tree.
 - o. The software shall have the capability of producing reports that can be exported to Microsoft Excel for graphic output for the purpose of displaying the data.
 - p. The software shall be capable of linking to the City of Rialto's GIS software with automatic data export.
 - q. The software shall also link to separate databases containing work history, work requests, etc.
 - r. The software shall manage an unlimited number of records and have the capability of adding additional tree sites should the City desire to input them.
 - s. The software shall allow for queries to be made by one field or a combination of fields; and
 - t. Any other City requested information must be provided.

11. TREE MANAGEMENT SERVICES

1. Street Tree Pruning

At the direction of City of Rialto, pruning will be done per pre-designed districts along street segments, grid, or prune routes on a set cycle to include trees of various sizes. Pruning consists of tree canopy raising over roadways, and sidewalks. At a minimum tree shall be pruned to provide a minimum clearance of (15) feet over traffic lanes and

seven to 8 feet over sidewalks. Small limbs, including suckers and water sprouts shall be cut close to the trunk or branches from which they arise. Pruning shall be performed in accordance with the standards set forth by the International Society of arboriculture pruning standards (best management practices) and the ANSI A300 standards

2. Full Pruning/ Service Request Tree Pruning 0-12" diameter breast height.

3. Full Pruning/ Service Request Tree Pruning 13-24" diameter breast height.

4. Full Pruning/ Service Request Tree Pruning 25" + diameter breast height.

At the request of the city, trees will be assigned for pruning outside of their set cycle for various reasons. Pruning may consist of tree canopy raising over roadways sidewalks and in parks locations; thinning, reducing, restoring and structural pruning the tree canopy in width and height the production; and for immature trees, re staking and slash or retying, as needed. In addition, pruning includes removal all dead, broken, damage, loose, diseased or insect infested limbs, branches, and stubs shall be removed. Trees shall be pruned to remove any obstructions around traffic control devices, traffic signs, and Street lights.

5. King & Queen Palms (etc.)

6. Washingtonia Robusta Pruning

7. Date Palm Pruning

Pruning shall be performed in accordance with the standards set forth by the International Society of arboriculture pruning standards (best management practices) and the ANSI- A300 standards. The trimming shall provide a systemically shape and aesthetically pleasing appearance typically of the species standard palm tree pruning will fall under this category and will include the removal of dead and declining fronds & seed pods. Excluding palm tree skinning.

8. Palm Tree Skinning

Palm tree skinning is the process of removing the outer layer of bark from a palm tree. Skinning a palm tree also helps to protect it from pests and disease and encourages the growth of new leaves and branches. This process involves cutting away the dead fronds at their base which is at the trunk of the tree.

9. Tree and Stump Removal (regardless of diameter breast height)

10. Tree Only Removal (regardless of diameter breast height)

11. Stump only Removal (regardless of stump diameter)

After City of Rialto determines that a tree requires removal, City staff will prepare a list of trees to be removed, will notify homeowners, and submits list to contractor. City staff is responsible for marking trees so that they are easily identified by underground services alerts and the contractor. Contractor calls underground service alert USA and prepares internal work orders. Contractor will remove tree and hauls all debris to state approved disposal site. Contractor grinds stumps to a depth of approximately eighteen

(18") inches. The hole will be backfilled with a combination of native soil and minimal stump grindings and compact it to avoid settlement.

12. Root Pruning (typically >10' in length)

At the direction of city staff, roads shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements. Root pruning cuts shall be performed using root pruning equipment specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner. Root pruning cuts adjacent to sidewalks and curb shall be four (4) inches wide and twelve (12) inches deep and a minimum of five (5) feet in each direction from the center line of the tree.

13. Plant 15-gallon tree

14. Plant 15-gallon tree w/ Root Barrier

15. Plant 24" Box

16. Plant 24" Box w/ Root Barrier

17. Plant 36" Box

City staff will locate and mark potential sites for new plantings. Planting lists will be compiled and submitted monthly or as needed. Tree planting includes the tree, steaks, ties, labor and initial watering at time of installation.

18. Tree Watering

At the direction of the city staff, watering is performed by a one-man crew with a water truck who will water various tree routes including newly planted trees, landscape median and young trees that are >3 years of age. Watering may also be performed on an as needed basis.

19. Crew Rental/ Crown Reduction

The crew and equipment can be modified to complete any type of miscellaneous task including special projects that may consist of extraordinary work as directed by city staff. The use of currently may be warranted due to inaccessibility by equipment, in park locations, slope settings, or nonlinear tree pruning. It is understood that this type of pruning will make the tree more secure during times of high winds.

20. Specialty Equipment (e.g., Cranes, 95' Aerial Towers)

On occasions the use of a crane or 95-foot aerial tower is necessary to safely operate the assigned tree operation. The prices include equipment and the operator.

21. Emergency Response (Reg. Business Hours, Mon-Fri)

22. Emergency Response (Evening, Weekend, Holiday)

The contractor shall be required to provide emergency on call response for damaged trees due to storms or other reasons. Emergency calls may occur at any given time. The contractor will be provided with locations and the work to be done at each location

via telephone from a city authorized representative. Emergency work shall begin within 90 minutes of the initial telephone call.

23. Certified Arborist Services

On occasions, the city requires tree evaluations including written reports. The contractor shall provide an hourly rate for a certified arborist that can respond to the city's request for the preparation of detailed arborist reports, tree risk assessment reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis. The rate will be applied should the city request a certified arborist on site.

24. Plant Health Care

At the direction of the city staff, the contractor will provide plant health care services including but not limited to the following: spraying (canopy or trunk), injecting (for a systemic approach), or soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected trees appearance, vitality, and safety, using the most cost effective and environmentally sensitive practice and treatments available. Plant healthcare involves routine monitoring and preventative treatments. All pesticides recommendations are to be made by an in-house pest control advisor in accordance with the department of pesticide regulations.

A. Tree Canopy Spraying from ground level

B. Tree Canopy Spraying from Aerial Tower

- a. Description: Trunk spray of recommended material

C. Insecticide or fungicide trunk banding

- a. Description: trunk spray of recommended material.

D. PGR trunk banding

- a. Description: trunk spray of recommended material to regulate plant growth.

E. insecticide or PGR soil applications (Cambistat)

- a. Description: recommended insecticide soil injection or drench material to regulate plant growth.

F. Insecticide or fungicide soil application

- a. Description: soil applied drench of recommended material.

G. soil injection fertilization

- a. Description: soil applied injection of recommended material

H. soil drenching fertilization

- a. description: Applications of recommended material

I. trunk injection (insecticide/miticide)

- a. description: trunk injected recommended material

J. trunk injection (fungicide)

- a. description: trunk injected recommended material

K. truck injection (insecticide & fungicide combo)

- a. description: combination of one-time trunk injection of two recommended materials

L. Avermectin Class Insecticide Injection

- a. description: recommended trunk injection of Emamentin Benzoate active ingredient
-

EXHIBIT "B"**"SCHEDULE OF COMPENSATION"****City of Rialto**

Proposed Rates for RFB #24-025 Tree Maintenance Services
(Re-Bid) Submitted by West Coast Arborists, Inc.

Item	Description	Unit Measure	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
			Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
1	Street Tree Pruning <i>At the direction of CITY, pruning will be done per pre-designed districts along street segments, grids, or prune routes on a set cycle to include trees of various sizes. Pruning consists of tree canopy raising over roadways, and sidewalks. At a minimum, trees shall be pruned to provide a minimum clearance of fourteen (15) feet over the traffic lanes and seven (8) feet over sidewalks. Trees can be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i>	Each	\$ 75.00	\$ 75.00	\$ 75.00	\$ 80.00	\$ 85.00
2	Full Prune/Service Request Tree Pruning 0-12" DBH	Each	\$ 90.00	\$ 90.00	\$ 90.00	\$ 95.00	\$ 100.00
3	Full Prune/Service Request Tree Pruning 13-24" DBH	Each	\$ 170.00	\$ 170.00	\$ 170.00	\$ 180.00	\$ 190.00
4	Full Prune/Service Request Tree Pruning 25" & over DBH <i>At the request of the City, trees will be assigned for pruning outside of their set cycle for various reasons. Pruning may consist of tree canopy raising over roadways, sidewalks, and in park locations; thinning, reducing, restoring and structurally pruning the tree canopy in width and height reduction; and for immature trees, re-staking and/or retying, as needed. In addition pruning includes removing all dead, broken, damaged, loose, diseased or insect infested limbs, branches, and stubs shall be removed. Small limbs, including suckers and waterspouts shall be cut close to the trunk or branch from which they arise. At a minimum, tree shall be pruned to provide a minimum clearance of fifteen (15) feet over the roadway and eight (8) feet over walkways. Trees shall be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i>	Each	\$ 325.00	\$ 325.00	\$ 325.00	\$ 375.00	\$ 395.00
5	Coco/King Palm Pruning	Each	\$ 70.00	\$ 70.00	\$ 70.00	\$ 80.00	\$ 85.00
6	Washingtonia Robusta Pruning	Each	\$ 95.00	\$ 95.00	\$ 95.00	\$ 105.00	\$ 110.00
7	Date Palm Pruning <i>Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. Standard palm tree pruning will fall under this category and will include the removal of dead and declining fronds & seed pods. Excludes skinning.</i>	Each	\$ 275.00	\$ 275.00	\$ 275.00	\$ 295.00	\$ 325.00
8	Palm Tree Skinning	Linear Foot	\$ 30.00	\$ 30.00	\$ 30.00	\$ 35.00	\$ 37.00
9	Tree and Stump Removal (regardless of size)	Dia. Inch	\$ 49.00	\$ 49.00	\$ 49.00	\$ 52.00	\$ 54.00
10	Tree Only Removal (regardless of size)	Dia. Inch	\$ 35.00	\$ 35.00	\$ 35.00	\$ 37.00	\$ 39.00
11	Stump Only Removal (regardless of size) <i>After CITY determines that a tree requires removal, CITY will prepare a list of trees to be removed, notifies homeowners, and submits lists to Contractor. CITY is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of approximately eighteen (18") inches. All holes will be backfilled with a combination of native soil and minimal stump grindings and compacted to avoid settlement.</i>	Dia. Inch	\$ 18.00	\$ 18.00	\$ 18.00	\$ 20.00	\$ 22.00

Item	Description	Unit Measure	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
			Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
12	Root Prune trees (typical 10 foot length) <i>At the direction of City staff, roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements. Root pruning cuts shall be performed using root pruning equipment specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner. Root pruning cuts adjacent to the sidewalk and curb shall be four (4) inches wide and twelve (12) inches deep and a minimum of five (5) feet in each direction from the centerline of the tree.</i>	Linear Foot	\$ 20.00	\$ 20.00	\$ 20.00	\$ 22.00	\$ 24.00
5	Plant 15-gallon tree	Each	\$ 200.00	\$ 200.00	\$ 200.00	\$ 225.00	\$ 245.00
6	Plant 15-gallon tree with Root Barrier	Each	\$ 225.00	\$ 225.00	\$ 225.00	\$ 250.00	\$ 275.00
7	Plant 24" box tree	Each	\$ 400.00	\$ 400.00	\$ 400.00	\$ 425.00	\$ 445.00
8	Plant 24" box tree with Root Barrier	Each	\$ 425.00	\$ 425.00	\$ 425.00	\$ 450.00	\$ 475.00
9	Plant 36" box tree <i>Tree planting includes the tree, stakes, ties, labor and initial watering at time of installation as directed by City staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed.</i>	Each	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,450.00	\$ 1,500.00
18	Tree Watering <i>At the direction of the City, watering is performed by a one-man crew with a water truck who will water various tree routes including newly planted trees, landscape median and young trees that are three (3) years old and younger. Watering may also be performed on an as-needed basis.</i>	Day	\$ 855.00	\$ 855.00	\$ 855.00	\$ 900.00	\$ 915.00
19	Crew Rental <i>The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work as directed by City staff. The use of crew rental may be warranted due to inaccessibility by equipment, in park locations, slope settings, or non-linear tree pruning.</i>	Man Hour	\$ 95.00	\$ 95.00	\$ 95.00	\$ 100.00	\$ 105.00
20	Specialty Equipment (i.e., Crane, 95-ft Aerial Tower) <i>On occasion the use of a crane or 95-foot aerial tower is necessary to safely operate the assigned tree operation. These prices of equipment include the operator.</i>	Hour	\$ 175.00	\$ 175.00	\$ 175.00	\$ 185.00	\$ 195.00
8	Emergency Response (Reg. Business Hours, Mon-Fri)	Man Hour	\$ 95.00	\$ 95.00	\$ 95.00	\$ 100.00	\$ 105.00
9	Emergency Response (Evening, weekend, Holidays) <i>The Contractor shall be required to provide emergency on call response for damaged trees due to storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within 90 minutes of the initial telephone call.</i>	Man Hour	\$ 129.00	\$ 129.00	\$ 129.00	\$ 135.00	\$ 140.00
23	Certified Arborist Services	Hour	\$ 170.00	\$ 170.00	\$ 170.00	\$ 180.00	\$ 185.00

Item	Description	Unit Measure	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
			Proposed Rates	Unit Rates	Unit Rates	Unit Rates	Unit Rates
24	Plant Health Care <i>At the direction of the City, the Contractor will provide plant health care services including but not limited to the following: spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by an in-house Pest Control Advisor in accordance with the Department of Pesticide Regulations.</i>	See below					
10	Tree Canopy Spraying from ground level	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00
11	Tree Canopy Spraying from aerial tower Description: Foliar hydraulic spraying of recommended material.)	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00
c.	Insecticide or Fungicide Trunk Banding Description: Trunk spray of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.50	\$ 9.00
d.	PGR Trunk Banding Description: Trunk spray of recommended material to regulate plant growth.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00
e.	Insecticide or PGR Soil Application (Cambistat) Description: Recommended insecticide soil injection or drench material to regulate plant growth.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00
f.	Insecticide or Fungicide Soil Application Description: Soil applied drench of recommended material.	per diameter inch	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.50	\$ 8.00
g.	Soil Injection Fertilization Description: Soil applied injection of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.50	\$ 9.00
h.	Soil Drenching Fertilization Description: Soil application of recommended material.	per diameter inch	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.50	\$ 9.00
i.	Trunk Injection (Insecticide/Miticide) Description: Trunk injected recommended material.	per diameter inch	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.50	\$ 10.00
j.	Trunk Injection (Fungicide) Description: Trunk injected recommended material.	per diameter inch	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.50	\$ 10.00
k.	Trunk Injection (Insecticide & Fungicide Combo) Description: Combination of one-time trunk injection of two recommended materials.	per diameter inch	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.50	\$ 11.00
l.	Avermectin Class Insecticide Injection Description: Recommended trunk injection of Emamectin benzoate active ingredient.	per diameter inch	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.50	\$ 12.00

		FY24-25	FY25-26	FY26-27	FY27-28	FY28-29
Item	Description	Unit Measure	Proposed Rates	Unit Rates	Unit Rates	Unit Rates
Alternative Bid Item #1						
	GPS Tree Inventory	Tree Site	\$ 4.00	\$ 4.00	\$ 4.00	
<i>At the City's direction, contractor will provide the City with a Global Positioning System (GPS) tree inventory collected by an ISA Certified Arborist including coordinates for all trees in public spaces. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude.</i>						
Alternative Bid Item #2						
Create a Street Tree Palette		Lump Sum	\$ 5,000.00			
<i>At the City's direction, work with City staff to develop an updated Street Tree Palette.</i>						
Create a Street Tree Planting Plan		Lump Sum	\$ 15,000.00			
<i>At the City's direction, work with City staff to develop an updated Street Tree Planting Plan for future planting opportunities.</i>						

Alternative Bid Item #3

Create an Urban Forest Management Plan (UFMP)

At the City's direction, work with City staff to develop an UFMP. This includes presenting to City Council and train staff on the UFMP.

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Lump Sum	\$ 40,000.00
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COOPERATIVE PURCHASING

It is intended that other public agencies (i.e., city, county, school district, special district, public authority, public agency, and other political sub-division of the State of California) and/or other City departments shall have the option to participate in any agreement created because of this Request for Proposal with the same terms and conditions as to the price of the product and/or service. The City shall incur no financial responsibility in connection with a purchase order from another public agency. Any public agency that "piggy-backs" on any negotiated contract between the City and Contractor shall accept sole responsibility for negotiating, placing orders, and making payment to Contractor. The Contractor may or may not agree to the cooperative purchasing clause. It is understood that not all terms, conditions, or scope of work from one agency contract for tree maintenance may not be fully acceptable to another agency. Agencies may modify specific items for the purpose of making the agreement acceptable and agreeable.

EXHIBIT "C"

"SCHEDULE OF PERFORMANCE"

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed. The initial contract will be for three years, from July 1, 2024, through June 30, 2027. The City may extend the Contract for up to two (2) optional one (1) year term extensions based on satisfactory performance.

EXHIBIT B

**INSURANCE CERTIFICATES
REQUIRED BY SECTION 5.2 OF
RIALTO CONTRACT**



Tree Care Professionals Serving Communities Who Care About Trees
September 23, 2024

www.WCAINC.com

Mr. Robert Ryan
Maintenance & Operations Manager
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628

RE: Tree Maintenance Services

Dear Mr. Ryan,

Over the past many years, West Coast Arborists, Inc. (WCA) and the City of Costa Mesa have established a highly productive and collaborative working relationship. Our shared objective remains to safeguard the vitality and well-being of the City's urban forest.

As we approach the end of the contract term, we propose a new contract for tree maintenance services, utilizing a "piggyback" approach based on the City of Rialto's current contract. Recently, the City of Rialto approved a new multi-year contract effective July 1, 2024.

The rates outlined in Rialto's contract are competitive within the industry, particularly for services such as grid tree pruning, tree removal, and tree planting. We are willing to offer identical unit prices, terms, and conditions as stipulated in Rialto's current contract. As part of a new contract, we agree to perform an update to the City's tree inventory at no additional cost.

Copies of Rialto's Request for Proposal (RFP), Council Agenda Report, and Price Schedule are attached to this correspondence. It's important to note that Rialto's Agreement includes a Cooperative Purchasing Provision, enabling other agencies to piggyback onto the contract.

We look forward to continuing our strong relationship and maintaining quality urban tree care service. If you have any questions or require additional information, don't hesitate to contact me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez
Vice President, Business Development

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/06/2024

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED West Coast Arborists, Inc. 2200 E Via Burton Anaheim CA 92806 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Hartford Fire Insurance Co.</td><td>19682</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Co.	19682	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Fire Insurance Co.	19682														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 570106215996**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			72ECSS89301 SIR applies per policy terms & conditions	07/01/2024	07/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			72 CSE S89302	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	72WNS89300 Workers Comp AZ CA	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All jobs performed by the named insured during the policy term. City of Costa Mesa, its elected and appointed boards, officers, agents and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of Costa Mesa Fourth Floor, Public Services 77 Fair Drive Costa Mesa CA 92626 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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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
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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:

1. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY OR PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART (EXCESS)
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART (EXCESS – BROAD FORM)

With respect to other insurance available to any person or organization who is an additional insured under this Coverage Part, the following replaces Paragraph 4., **Other Insurance** of **Section IV – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS**:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance be primary, then subject to the "self-insured retention", this insurance is primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this

insurance is primary and non-contributory with the additional insured's own insurance, then subject to the "self-insured retention", this insurance is primary, and we will not seek contribution from that other insurance.

Paragraphs **a.** and **b.** do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

EXHIBIT C
SCHEDULE OF PERFORMANCE

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed.

EXHIBIT D
CITY COUNCIL POLICY 100-5

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;

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

- b. Establishing a Drug-Free Awareness Program to inform employees about:
 - 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

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-404

Meeting Date: 11/19/2024

TITLE:

AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH LYONS SECURITY TO PROVIDE SECURITY GUARD SERVICES FOR THE LIONS PARK CAMPUS, THE COSTA MESA SENIOR CENTER, AND OPEN NMUSD CAMPUSES

DEPARTMENT: PARKS AND COMMUNITY SERVICES

PRESENTED BY: BRIAN GRUNER, PARKS AND COMMUNITY SERVICES
DIRECTOR

CONTACT INFORMATION: BRIAN GRUNER, PARKS AND COMMUNITY SERVICES
DIRECTOR, (714) 754-5009

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Lyons Security Inc. for an annual amount of \$490,000 towards unarmed security guard services for the Lions Park Campus, the Costa Mesa Senior Center, and three Newport Mesa Unified Campuses (Attachment 1).
2. Authorize the City Manager and City Clerk to execute the PSA.
3. Authorize the City Manager and City Clerk to execute future changes and amendments to the agreement and allow up to an additional 10% contingency in the amount of \$49,000.

BACKGROUND:

In May 2014, the City of Costa Mesa acquired full responsibility of the operations of the Costa Mesa Senior Center. Upon transitioning from non-profit to City-operated, City staff proposed, and the City Council approved, an emergency, informal bidding process for the acquisition of security guard services, to monitor activity during operating hours in and around the Senior Center, and to provide adequate safeguards for senior participants.

In January 2019, the City Council approved additional, unarmed security guard services for the Lions Park Campus to monitor activity on the entire campus, including the new library and the one-acre event lawn/open space. This service began in mid-February 2019. The addition of this service also coincided with the opening of the adjacent temporary Bridge Shelter in early spring 2019.

With the re-activation of the Lions Park Campus, and with more than \$36 million in upgrades and construction across all phases, there is a need to continue to monitor the Lions Park Campus area on

a 24/7/365 basis, by an unarmed security guard, to continue deterring unsolicited and/or illegal activity, and to provide quality control.

In 2019, City Council approved a PSA with Lyons Security Service, Inc. for an initial term of two (2) years, with the option to extend the term for three (3) additional one-year periods for 24/7 security at the Lions Parks Campus and business hours at the Costa Mesa Senior Center

In 2024, City Council approved allocating additional funds to assign security guards at three Newport Mesa Unified School District Schools, Rea, Whittier and Wilson Elementary, as a collaboration between the City and the District to increase public access to open space on the Westside.

ANALYSIS:

For the past five years, the City has continued to contract with Lyons Security Inc., for unarmed security guard services. At this time, all contract extensions with Lyons Security have been exercised and the current agreement expired on October 31, 2024. In preparation for the contract's expiration, the Parks and Community Services Department went through a competitive bid process as set forth in the City's Purchasing Policy.

On May 3, 2024, the Finance Department, Purchasing Division, released Request for Proposal (RFP) No. 24-10 for Unarmed Security Guard Services (Attachment 2). The RFP was published in the Daily Pilot Newspaper and posted on the City's website.

In response to the RFP, 21 proposals were received and evaluated based on the company's ability to respond and satisfactorily define their ability to meet the following criteria: method of approach, qualifications of experience, staffing, and cost proposal.

After a thorough review and analysis of each proposal, a panel comprised of City staff from both the Parks & Community Services Department and the Police Department interviewed the following top three (3) companies:

1. Lyons Security
2. Safe Rock Security
3. Secure Guard

Through the evaluation and interview process, Lyons Security was able to identify key components that staff deemed the company the best partner in providing adequate and safe services, as well as successfully define its ability to provide satisfactory services that include maintaining flexibility in an evolving environment through various projects and circumstances.

In addition, Lyons Security was identified as the company that would be able to provide experienced personnel, while providing service in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants. Lyons Security was able to discuss its ability to provide adequate staffing for the 24 hours per day, 365 days per year security, as well as at the Senior Center during regular operating hours and the three NMUSD schools mentioned.

Lyons Security outlined and demonstrated in its proposal that its extensive experience in administering security guard services met the requirements of the RFP. Lyons Security indicated that it has mechanisms in place to address an expeditious response in handling matters that may require

immediate and/or necessary action.

Its ability to utilize technology to adequately track and monitor activity at various points within the designated boundaries meets the City standards. Additionally, the company's 24-hour on-call supervisor and support service, and the system in place to ensure a live person is accessible and extensive knowledge of the needs of each location requested, separated Lyons Security from other proposers.

ALTERNATIVES:

The City Council may elect to reject the proposed PSA with Lyons Security Services Inc and choose not to provide security guard services at the proposed locations.

FISCAL REVIEW:

Funding for security guard services is available in the Parks and Community Services Department operating General Fund (Fund 101) for FY 2024-25.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Use Agreement as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Improve the Quality of Life
- Achieve Long-Term Fiscal Sustainability

CONCLUSION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Lyons Security Inc. for an annual amount of \$490,000 for unarmed security guard services for the Lions Park Campus, the Costa Mesa Senior Center, and three Newport Mesa Unified Campuses.
2. Authorize the Acting City Manager and City Clerk to execute the PSA.
3. Authorize the City Manager and City Clerk to execute future changes and amendments to the agreement and allow up to an additional 10% contingency in the amount of \$49,000.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH LYONS SECURITY SERVICE INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of November, 2024 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and Lyons Security Service, Inc., a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform security services on an as needed basis, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in City's Request for Proposals, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein.

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Consultant's total annual compensation shall not exceed Four Hundred Ninety Thousand Dollars (\$490,000.00).

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

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

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

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Appendix A of Exhibit "A," attached hereto and incorporated herein. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for three (3) years, ending on November 18, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to

which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Lyons Security Service, Inc.
505 S. Villa Real, Suite 203A
Anaheim, CA 92807

IF TO CITY:

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

Tel: (714) 754-5679
Attn: Nicholas Guidice

Tel: (714) 754-5679
Attn: Monique Villasenor

Courtesy copy to:

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

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

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

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

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

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or

authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

6.15. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to

Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

[Signatures appear on following page.]

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

CONSULTANT

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Monique Villasenor
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Brian Gruner
Parks and Community Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSAL

FOR

Unarmed Security Guard Services



Parks and Community Services Department

CITY OF COSTA MESA

Released on May 3, 2024

REQUEST FOR PROPOSAL FOR Unarmed Security Guard Services

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants for Unarmed Security Guard Services for the Parks and Community Services 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 term is expected to be for 5 years. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$180.3 million and a total budget of over \$234 million for fiscal year 2023-2024.

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 the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference 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 Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. Schedule of Events: This Request For Proposal shall be governed by the following schedule:

Release of RFP	May 3, 2024
Deadline for Written Questions	May 10, 2024 by 11:00am
Responses to Questions Posted	May 15, 2024
Proposals are Due	May 21, 2024 by 2:00 p.m.
Interviews (if held)	May 30-31
Approval of Contract	June 18, 2024

****All dates are subject to change at the discretion of the City.**

3. Proposer's Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- a) The Proposer must have 5 years' experience, within the last 10 years, and demonstrate a comprehensive understanding and practice of the needs of the City, or provide evidence of services equivalent or similar to the services identified in **Appendix A, Statement of Work**, and indicate success rate of such services, with data that indicates the cost versus benefit of hiring this company.
- b) The Proposer must have a Project Manager/Designated Point of Contact assigned to the Contract, with prior experience working with a similar municipality.
- c) The Proposer must have an office located in a radius of 50 miles from the City, and the Project Manager/Designated Point of Contact must be available to meet on site, on City property, for all meeting requests.
- d) The Proposer must have appropriate certificates/professional accreditations for the state of California to provide requested services, and provide a full spectrum of services offered by the proposer, as well as the organizational structure/chart, company history, company philosophy, overview of services, company strengths, major customers and services provided, in the services, as requested in **Appendix A, Statement of Work**.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and

should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer’s response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
 6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.

7. Fee schedule must include costs for each location and fee schedules for any hours outside of the proposed hours of operation at each location.

- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these

services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and therefore, may request sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** 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
 7. Cost Proposal

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following: **Fee schedule must include costs for each location, special event and fee schedules for any hours outside of the proposed hours of operation at each location.**
- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis.
- **Submission of Proposals:** Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than **2:00 p.m. (P.S.T) on May 21, 2024**. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS.**
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than **May 10, 2024 by 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 the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed 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 Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with 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. **Method of Approach ----- 25%**
2. **Qualifications of Experience of Key Personnel ----- 30%**
3. **Staffing ----30%**
4. **References ----5%**
5. **Cost Proposal ---- 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. **Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee

may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **May 30-31, 2024** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 or via zoom. 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.

- 6. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Any proposals awarded pursuant to the formal procurement procedure set forth in the Proposal procedure may be appealed in accordance with the following procedure:
- The Proposer shall file the written notice of appeal with the purchasing officer at least ten (10) working days prior to proposal award date specified in the notice of recommendation to award.

- The written notice of appeal must include specifics as to the nature of the appeal.
- The Proposer must provide any and all documentation to support the appeal.
- The purchasing officer will respond in writing to the Proposer within five (5) working days.
- In the event the appeal is denied by the purchasing officer, the Proposer may appeal the purchasing officer's ruling to the city council at the next available council meeting.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to 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.

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 C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- 10. Conflict of Interest:** The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.
- 11. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix C**.
- 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 B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

- 13. Disqualification Questionnaire:** Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.
- 14. Standard Terms and Conditions:** The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted via PlanetBids. Proposers should check this web page daily for new information.

APPENDIX A

SCOPE OF WORK FOR UNARMED SECURITY GUARD SERVICES

This Request for Proposal (“RFP”) is intended to solicit information and proposals from qualified Security Guard Services suppliers capable of meeting the City of Costa Mesa’s needs for its various facilities outlined in this Scope of Work and map in Exhibit 1. The professional security guard service provider shall actively patrol various areas, on a schedule as outlined below subject to site circumstances.

All professional services are to 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. The Security Officer shall be present at all times. Lunches and breaks will need to have the proper coverage. The patrolling of the area shall be supplemented with a Segway or other similar motorized vehicle, to actively deter illegal activity. The maintenance, fuel and/or vehicle charging will be the responsibility of the vendor. The selected vendor shall provide daily reports to City staff describing their daily activity, observations and interactions with the public. The selected vendor will have significant expertise in the areas necessary to meet the needs and requirements set forth in this RFP. Critical criteria in City’s evaluation process will include the vendor’s ability to share data and jointly develop services that meet the City’s needs. Through this RFP process, the City of Costa Mesa desires to enhance service efficiency and minimize costs and risk, while at the same time providing the vendor with the incentive to successfully perform based upon pricing, the operational parameters, the negotiations between the parties and a formal written agreement documenting the parties’ relationship.

The scheduled of services required will consist of:

- One un-armed security officer for 24-hour security service, including holidays, and inclement weather, at the Lions Park Campus which includes the Downtown Recreation and Aquatic Center (1860 Anaheim Ave.), the Norma Hertzog Community Center, and Luke Davis Baseball Complex.
- One un-armed security officer at the Costa Mesa Senior Center, Monday through Friday, 7:30 a.m. to 4 p.m. (Schedule subject to change upon agreement of both the City and selected vendor)
- One un-armed security officer at each of the three Newport Mesa Unified School District Elementary schools which include Rea Elementary (661 Hamilton St.), Wilson Elementary (801 Wilson St.), and Whittier Elementary (1800 Whittier Ave.), on weekends from 8:00 a.m. to 6:00 p.m. and non-holiday school closures/breaks which can include weekdays in the Winter, Spring and Summer seasons. (Schedule subject to change based on school district calendar)
- Various special event security services up to five events for 6-hour durations. (Time and days to be determined)

GENERAL SCOPE OF SERVICES

A. The vendor will need to ensure that they can provide the services through following mechanisms, including:

- Daily reporting by each assigned personnel, at 1-2 hour intervals, with documentation and logging of any interaction with the public. For the 24/7 hour monitoring, the reporting forms will be available at the Lions Park Campus, at the Downtown Recreation Center (1860 Anaheim Ave.); for the Costa Mesa Senior Center (695 W. 19th Street), the reporting forms will be available on site.
- Security personnel are to monitor all areas, as outlined in the attached maps (Exhibit 1), on a continuous basis. At no point in time should the area be left without a security personnel, and all designated breaks, as required by law, need to be covered by appropriate security personnel.
- Security personnel shall continuously monitor the encompassing area, as well as perform walkthroughs through all City and School buildings, which will include common areas and thoroughways.
- Security personnel are to immediately report suspicious activity, and contact the appropriate emergency personnel in situations where safety is compromised or criminal activity is evident.
- Security personnel are to deter any type of illegal activity, and ensure that areas of travel are clear for accessibility.
- Security personnel are to ensure that use of any reservable and/or permitted space is used appropriately, and that any group that is utilizing the space has a reservation and/or permit.
- The expectation is that the Security Personnel will alleviate and deter activity that is not conducive to productive and appropriate use of the area.
- Security personnel are to provide/share appropriate available resources to the community, including making appropriate referrals to individuals who may have questions about the City and/or available resources in the community.
- For information not known to the security personnel, the expectation is that they will document questions from members of the staff and ensure that information is received by City staff for appropriate follow-up.

B. The assigned Security Officer is to be highly visible and identified as a professional security guard. They will be required to wear a professional uniform and badge. The guard shall be highly vigilant in actively patrolling while on duty. A stationary guard is not acceptable. The use of cell phone should only be for work related issues. The security services shall include the use of two-way radios and cell phones too quickly relay information to City staff and/or emergency personnel.

- The Vendor shall work to promote mutual trust and cooperation with the public and visitors within the patrol area.
- The selected vendor will use the Downtown Recreation Center as their headquarters for checking in, checking out and file keeping.
- The selected vendor will provide a list of contacts throughout the City and to maintain contact with the appropriate personnel in regards to the information that is relayed. The list will include, but not be limited to the Parks and Community Services Staff, Community Outreach Groups, the Costa Mesa Police Department and the Costa Mesa Fire Department. There

may be a need to communicate with more than one of the City's contacts.

- The selected vendor will provide a list of authorized field use and activity and shall verify/confirm that the users are authorized to use the fields.
- The patrol area may be subject to change during any construction activity.
- The selected vendor will have, at minimum, quarterly meetings with City staff to discuss and evaluate if the needs of the City are being met, what types of activity they are seeing, any trends that might be of concern and to do an overall evaluation of the security guard services and make any necessary adjustments to the services provided.

REPORTS

An hour-by-hour log shall be kept for all activities taking place during each shift.

The selected vendor shall complete and submit a Daily Report Form to the City Contract Coordinator upon completion of each daily shift. The daily report shall include listing all occurrences with significant data pertaining to all activities.

In the event of an unusual occurrence, the selected vendor shall submit an Incident Report to the City Contract Coordinator, along with the Daily Report Form within 24-hours of the occurrence to the City's Contract Manager.

All required written records, including copies of police reports that may have been obtained shall be turned into the City contract manager.

PERSONNEL

Security officer assigned to perform work under this contract shall wear uniforms at all time. These uniforms must clearly identify the name of the security company and the name of the individual security guard, in conformance with California State requirements. This identification may be accomplished through the use of shoulder patches, silk screening or stitched company emblems, insignias or logos.

All security personnel must maintain a courteous and respectful demeanor when dealing with all members of the public. Security personnel will not be authorized to physically apprehend, subdue, or restrain any member of the public for any reason.

Security officer employed by the vendor to perform work under this contract shall:

- Be able to communicate effectively in both written and oral English
- Be physically and emotionally capable of performing the assigned tasks

EQUIPMENT

Vendor shall furnish all equipment necessary to perform the work as described herein. All equipment shall be kept in good repair and shall conform to all federal, state and local requirements.

Required equipment shall include but not be limited to:

- A vehicle to perform security inspections during shift, with visible company identification to allow for rapid transportation around and throughout the designated patrol area.
- Security officer shall be equipped with portable communication devices permitting 24-hour communication with company headquarters and/or with appropriate law enforcement agencies

and other designated contacts.

- Flashlight

WORK SCHEDULE

A. Beginning of Shift: At the start of each work shift the vendor's security officer shall document the time of arrival and discuss any significant security matters with the security officer from the previous shift.

B. End of Shift: At the end of each work shift the vendor's security officer shall advise City staff of any incidents or events that occurred during the previous work shift, regardless of the severity of the incident. Any and all written reports prepared during the shift shall be submitted to the designated person and/or deposited in the designated mailbox at the end of the work shift.

C. Change of Shift: Vendor shall ensure that continuous coverage is maintained during shift changes. Under no circumstances, will there be a total absence of active security service personnel during the hours covered by this contract.

- All work during hours listed shall be continuous. Breaks shall only be taken at designated times and areas and when adequate coverage is maintained.
- Documentation of shift changes occurring after operational shift hours must be provided to City staff upon request.
- Guard shift changes during operating hours of City Facilities are to occur at the designated check-in/check-out location within the designated community center.
- Security personnel shift changes after operation hours must be recorded and monitored by the vendor and must include proof that the check-in and check-out occurred at the predetermined scheduled times and that the check-in and check-out occurred within the confines of the designated patrol perimeter.
- During operational hours of City facilities, security personnel shift changes are to occur at the designated check-in/check-out location within the designated community center.

PERFORMANCE DUTIES: The security officer shall maintain a constant and visible presence around and throughout the perimeter of all sites. Work performed shall consist of providing a security officer to perform security services as described herein:

A. General

- Routinely patrol through the confines of sites, including areas between all buildings, structures, and gated field and park space.
- Supervise and control access to the City facilities and grounds within the patrol perimeter outlined in Attachment A
- Routinely check in with designated City staff and/or Library staff at the designated location(s) during operating hours of City facilities.
- Provide security inspections, scheduled rounds to tracking system location as designated, detection and investigation of buildings, ground and appurtenances of the sites.
- Ensure City and School owned building exteriors, structures, and gates are locked

during after-hours non-operation and closures.

- Perform inspection, detection and investigation of all security–related incidents, violations of regulations and matters of public safety and report same to appropriate authorities and to City Contract Coordinator
- Assisting City staff with ensuring the City’s municipal codes are not being violated
- Informing the public of the City’s municipal codes applicable to City parks and facilities
- Contact appropriate personnel and police in case of unauthorized door openings or closings within the sites.
- Screen visitors of facilities within the patrol perimeter.
- Question and check ID of anyone who enters the premises during and after normal working hours and record said entry on daily report document (only City staff with proper identification will be allowed within City facilities after normal operating hours)
- Be observant of behavior in common areas such as smoking and/or vaping in non-smoking areas and take appropriate action
- Security personal must investigate all credible reports of suspicious, illegal activity from members of the public within the confines of the designated patrol perimeter and report all evidence of vandalism
- Observe and report any suspicious, illicit, or illegal activity or evidence of vandalism to the Costa Mesa Police Department and to designated Parks and Community Services Department staff.
- Communication shall be established with local law enforcement agencies in order to provide information on criminal activity taking place on site. This communication shall include immediate communication required for emergency situations (i.e. gunfire, domestic violence, etc.) as well as communication required for subsequent investigations of criminal activity
- Report inoperative interior and exterior lighting
- Contact appropriate City representative, police and/or other emergency response personnel as required in the event of an emergency
- Notify the appropriate law enforcement agency immediately of any unlawful activity
- Contact the police department in the event of observing or witnessing a potential problem
- Report any action taken by the security guard regarding any ordinance and/or rule enforcement, or emergency, in writing to the designated City staff
- Security officer shall remain within the patrol perimeter at all times throughout the duration of the shift.
- Document all reports of suspicious, illegal activity and/or vandalism. Include the nature, precise location, and outcome of all incidents in addition to any other pertinent details.

The un-armed security guard duties may, at the discretion of City staff, also include, but not be limited to:

- Inspection of all floors of City facilities with the patrol perimeter. Preferably at unscheduled 1 ½ hour intervals.
- Periodic inspection of outside property which shall include all parking lots, office buildings, and ensure proper use of handicapped parking and fire zones
- Periodically inspect all exits, including fire stairwells and respond to alarms indicating unauthorized use
- After business hours, inspection of office and building door lock, verification that sensitive areas are secured
- Investigate fire, burglar and pull-cord alarms for entire patrol area

EMERGENCIES

Security officers shall respond promptly and appropriately to all security-related emergencies and requests for emergency assistance regardless of the nature of the emergency.

Upon determination of the nature of the emergency, the security officer shall immediately notify the appropriate law enforcement agency, fire department and/or medical aid provider as required.

Medical aid administered by the security officer shall be only to the extent that the officer is qualified to administer in accordance with the officer's level of certification.

The security officer shall interface immediately with any law enforcement agency responding within the patrol perimeter outlined in attachment A

KEYS

Any keys issued to security personnel must be responsibly maintained and securely stored. Keys and combination lock codes are only to be exchanged between security personnel at designated shift rotations and to City staff upon request. Security personnel will not open any facility, structure, or gate for any member of the public without direction from City staff with the exception of emergencies.

Vendor will be responsible for expenses incurred from lost keys or from vandalism directly caused from inappropriate use of City issues keys or combination locks.

EXHIBIT I

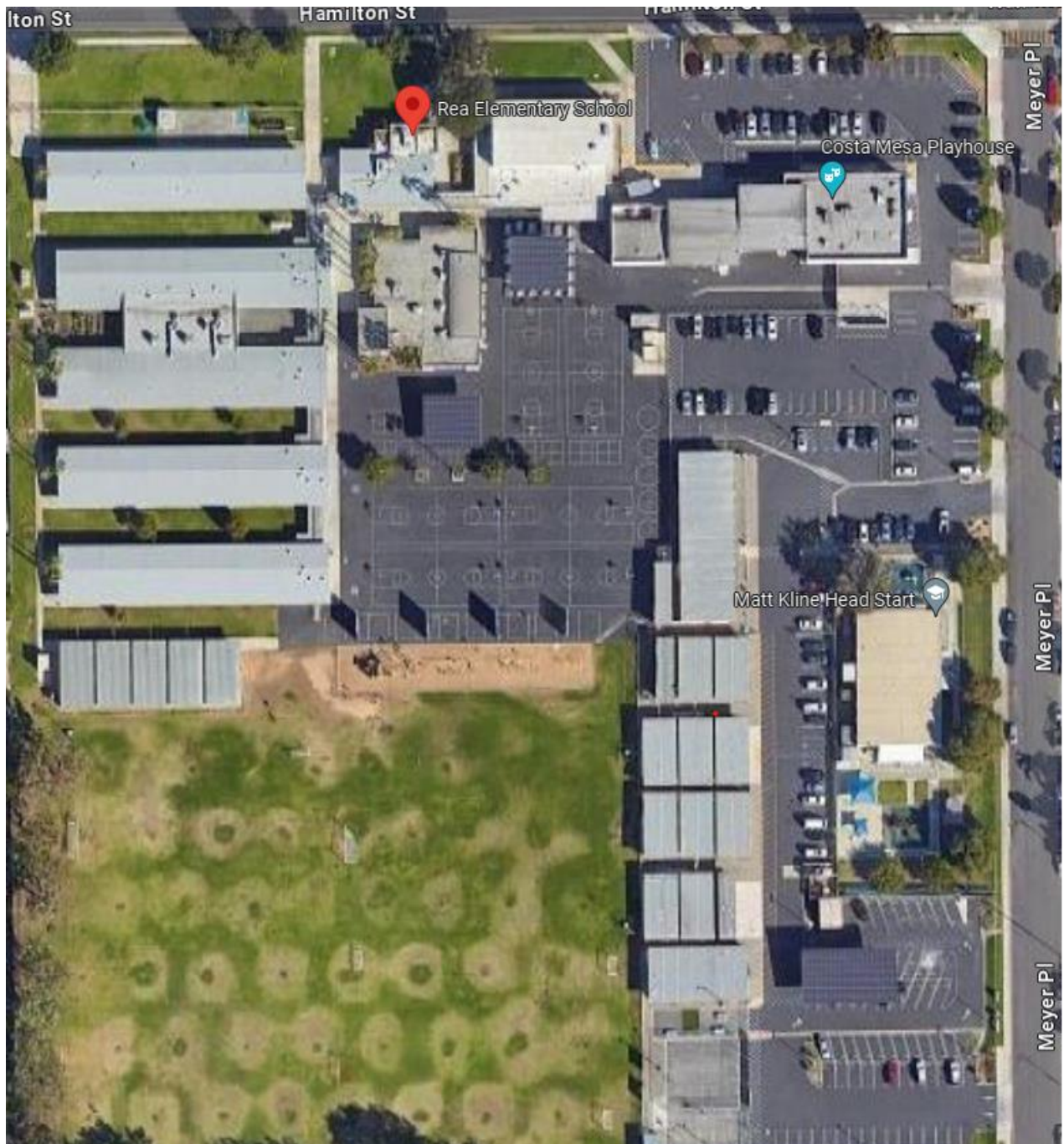
Lions Park Campus



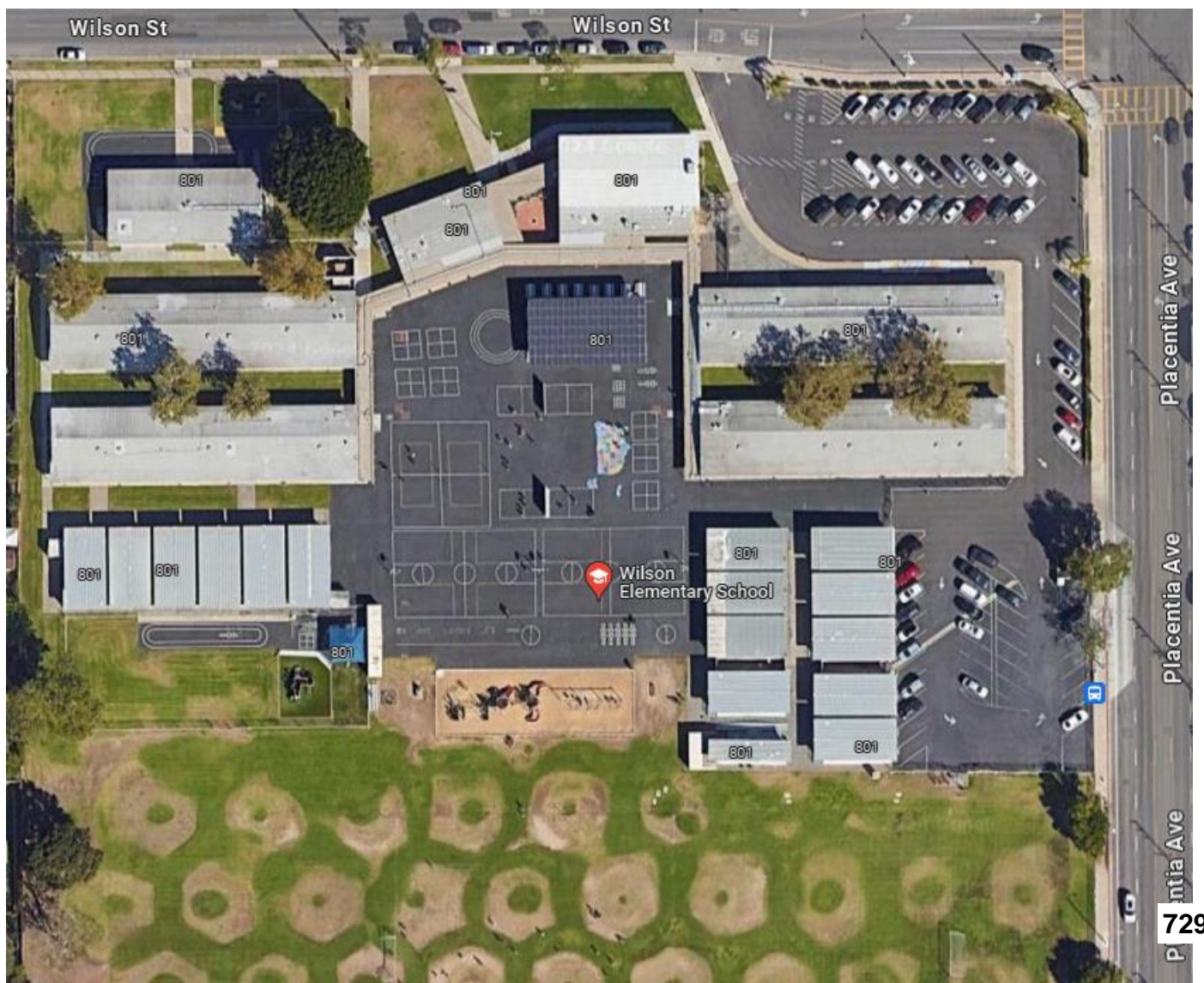
Costa Mesa Senior Center



Rea Elementary School



Wilson Elementary School



Whittier Elementary School

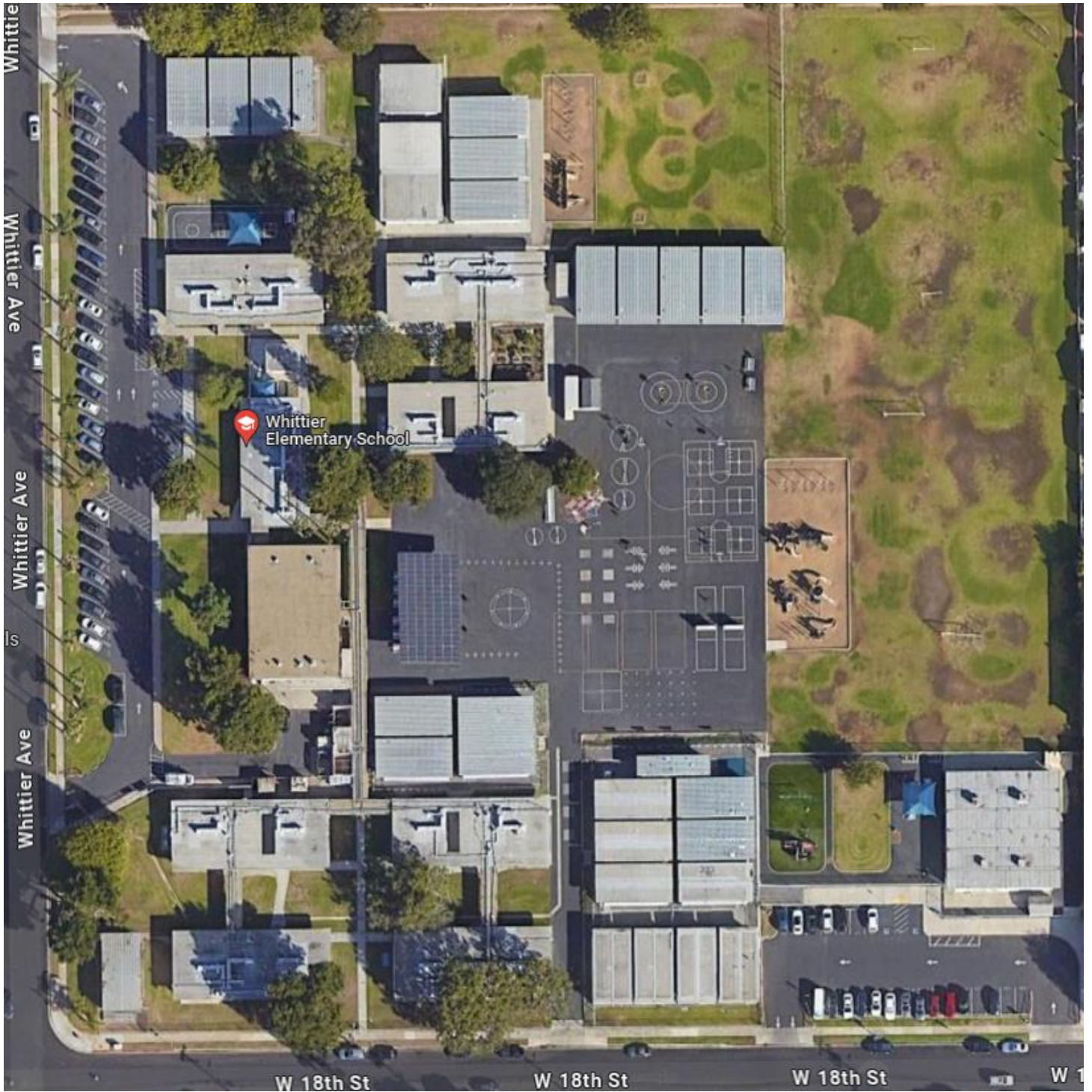


EXHIBIT B
CONSULTANT'S PROPOSAL



ALWAYS ON TARGET.

P.P.O. 12687

May 21, 2024

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

Subject: RFP No. 24-10.C05416

Please accept our proposal for the above-referenced request for proposals. Lyons Security Service, Inc. is a privately held company in Costa Mesa with over thirty-five years of experience providing security services throughout the United States. We have reviewed the Scope of Work specifications and certify that Lyons Security Service, Inc. can comply with the RFP.

Our literature will prove that Lyons Security Service, Inc. can handle this contract. Should the City of Costa Mesa choose Lyons Security Service, Inc., they will receive a company that:

- ☐ Provides a blend of superior customer service with proven results.
- ☐ Has an experienced and accessible security management team.
- ☐ Works well with local governments, the public, businesses, and people experiencing homelessness.
- ☐ Has references that show our service is second to none.
- ☐ Is not the cheapest, but the best!

Lyons Security Service, Inc. is not just interested in the RFP; we believe we are the best choice. As the current security provider for the city of Costa Mesa as well as the provider for some of the largest cities in Orange County, including Aliso Viejo, Anaheim, Huntington Beach, Newport Beach, Orange, and Santa Ana, we bring a wealth of experience and a proven track record. We are the only provider with an in-house trainer who teaches a P.O.S.T. certified Homeless Liaison Officer course, a unique offering that sets us apart and adds significant value to our service. The City will find that Lyons Security offers an advanced training program to reduce liability and increase customer service, demonstrating our commitment to excellence.

The City of Costa Mesa is not obligated to pay any costs incurred by Lyons Security Service, Inc. in preparing and submitting our response to the RFP. Furthermore, this RFP response and all data, documents, and other products used throughout the project's life shall be incorporated as part of our proposal and become the property of the City of Costa Mesa. They will be retained or disposed of accordingly. Lyons Security Service, Inc. certifies it does not have any potential, actual, or apparent conflicts of interest that may exist between any current client and the City of Costa Mesa.



ALWAYS ON TARGET.

For any questions or comments about this response during the evaluation period, you may contact:

Nicholas Guidice, President
Lyons Security Service, Inc. PPO 12687
505 S. Villa Real Dr., Suite 203A, Costa Mesa, CA 92807
Telephone: (714) 504-8969 Email: Nicholas@lyonssecurityinc.com

I, the undersigned, am the Corporate Officer responsible for preparing this proposal and have the authority to negotiate and bind on behalf of Lyons Security Service, Inc. This proposal shall remain valid one hundred twenty (120) days after submission.

Sincerely,

nicholas guidice

Nicholas Guidice
President



**VENDOR APPLICATION FORM
FOR
RFP No. 24-10 for Unarmed Security Services**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Lyons Security Service, Inc.

Contact Person for Agreement: Nicholas Guidice

Title: President E-Mail Address: Nicholas@lyonssecurityinc.com

Business Telephone: (714) 504-8969 Business Fax: N/A

Corporate Mailing Address: P.O. Box 18955

City, State and Zip Code: Anaheim CA 92817

Contact Person for Proposals: Nicholas Guidice

Title: President E-Mail Address: Nicholas@lyonssecurityinc.com

Business Telephone: (714) 504-8969 Business Fax: N/A

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Nicholas Guidice	President	(714) 504-8969
Nicholas Guidice	Secretary	(714) 504-8969

Federal Tax Identification Number: 33-0726010

City of Costa Mesa Business License Number: 50902

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

City of Costa Mesa Business License Expiration Date: 11/30/2024

Background and Project Summary

In evaluating potential respondents, the City of Costa Mesa will recognize Lyons Security Service, Inc.'s extensive experience delivering citywide security services. The city will see examples of our Accountability Global Guard Tour Patrol System, which allows the City's project manager to access data related to the account. We will utilize our Corporate Anaheim office for this project, with staff available 24/7.

Lyons Security has successfully provided services to several prominent California Governmental agencies, including but not limited to Anaheim (tenth largest city, with a population of over 350,000), Santa Ana (fourteenth largest city, with a population of over 330,000), Moreno Valley (twenty-first largest city, with a population of over 210,000), Huntington Beach (twenty-third largest city, with a population of over 200,000), and the County of Sacramento (with a population of over 1.5 million).

We are fully committed to meeting the Scope of Work outlined in Appendix A of the RFP. We pledge to adhere to general and specific guidelines for each City location assigned. Our distinguishing factor lies in our adaptability to the evolving needs of our clients, ensuring seamless service delivery without disruption. As security specialists, we are dedicated to tailoring our services to suit the unique requirements of each facility. This includes conducting complimentary security walk-throughs and investigations, implementing Crime Prevention Through Environmental Design (CPTED) reviews, providing employee training for our clients, and offering a range of additional services not typically found with other providers, such as Narcan Training, Homeless, and Mental Health De-escalation—all aimed at maximizing customer satisfaction.

We take pride in our established track record of assisting cities in addressing issues surrounding individuals experiencing homelessness, which we believe is our most vital asset. Lyons Security Service, Inc. is enthusiastic about the opportunity to collaborate with the City of Costa Mesa on this crucial project and eagerly looks forward to delivering exceptional service.

Why Choose Us

As the current vendor for the city of Costa Mesa, you know our track record matches the promises found within vendor responses: Responsive Leadership, documented report writing, and trained professionals. Within our literature, you will also see Lyons is recognized as a field expert in addressing the needs of individuals experiencing homelessness. Lyons has been instrumental in addressing the homeless epidemic by offering comprehensive services to impacted cities, providing tailored training programs aligned with pertinent challenges, and actively contributing to viable solutions. As a crucial component of the Homeless Coordinated Entry System, Lyons has forged partnerships with numerous municipalities and organizations, collaborating to address the multifaceted issue of homelessness. Notably, Lyons stands out as the sole security company offering a comprehensive suite of services, encompassing unarmed and armed security provisions and specialized offerings for security services surrounding the homeless epidemic.

Company Information

At Lyons Security Service, we prioritize direct communication with our clients as we believe it is fundamental to success. Our onsite and managerial staff are dedicated to providing personalized attention to each customer. Our team is committed to promptly addressing and responding to client requests,



LYONS

SECURITY SERVICE, INC.

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P.P.O. 12687

whether it's our guards, supervisors, project managers, or corporate office employees. In the event of a security issue, we act swiftly; if a client requires adjustments to the security plan, we accommodate them promptly; and if there are concerns about an officer's performance, our supervisors or management step in immediately. Our clients consistently commend our transparent communication and adaptable approach. We recognize the importance of balancing delivering security services and offering top-notch customer care. As mentioned in our statement of understanding, our phone lines are open 24/7 and staffed by empowered decision-makers to ensure our clients receive assistance whenever they need it, day or night.

Lyons Security sustains its success by steadfastly upholding the fundamental values laid down in 1996: providing top-notch service and outstanding client communication. Our firm sets itself apart through its commitment to five core principles:

1. **Responsive Leadership:** We engage with our internal team and clients to pursue mission-driven, innovative solutions.
2. **Proven Capabilities:** We recruit skilled and qualified personnel empowered to self-manage on-site while remaining accountable to our corporate standards.
3. **Training:** We ensure that our security personnel receive training in the latest industry standards and specific contract requirements.
4. **Top-Down Integrity:** We execute contract obligations faithfully and consistently, fostering a culture of continuous improvement.
5. **Quality Performance:** Our commitment to excellence drives us to exceed client expectations, prioritizing quality in every aspect of our service delivery.

Method of Approach

Since Lyons is the current contractor, our approach will be similar to what has occurred for the past 5 years of our contract. Lyons will continue to utilize company tactics that have seen this contract be successful. Furthermore, Lyons will always listen openly to any client critique or modifications that are necessary to provide continuity within the contract.

Security Officer Training

What distinguishes Lyons Security from our competitors is our strong emphasis on in-class training, which has been proven to substantially enhance retention of the material being taught. We prioritize equipping our staff with the knowledge and skills necessary to excel. As part of our comprehensive training program, our personnel are required to complete a range of courses, including a POST-level homeless liaison course, report writing, sexual harassment awareness, customer service excellence, active shooter response training, as well as CPR/AED/Narcan training. By investing in thorough and rigorous training initiatives, we ensure that our team is well-prepared to deliver top-tier security services while prioritizing the safety and well-being of our clients and the community.

Refresher Training

Since Lyons is the incumbent, Lyons will make sure we continue our training that has been outlined below:

Subject	Lesson Plan	Hours
Introduction	The Lyons Way	2
Basic Preparedness	Basic Duties of Private Security	2
Life Safety	Fire Detection Emergency Response OSHA Slip, Trip, & Fall Prevention Accident Prevention & Investigation	4
Legalities	Legal Authorities of the Security Officer Powers to Arrest Search & Seizure Crime Scene Information	4
Professional Communications	Report Writing Customer Interaction Telephone Etiquette	4
Physical Security	Patrol Techniques Access Control	8



LYONS

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	Bomb Threats	
	Active Shooter	
	Controlled Substances	
	Traffic Control	
Program Specific	Homeless Liaison Officer Training	16
	CPR/AED/Narcan Training	
	Total Training	40

Our staff has demonstrated their ability to retain the training we provide and deploy it in the field. Since January 2023, our staff has deployed Narcan to individuals displaying signs and symptoms of narcotic overdose on seven (9) occasions within Santa Ana Parks. All of the Narcan deployments have effectively saved the life of the involved individual.

Services Offered for this contract - Unarmed Security Personnel

Lyons Security boasts a team of specialists catering to government entities, homeless management, and outreach, which is pivotal in ensuring safety, security, and support across these sectors. Our unarmed guards serve as a deterrent against potential threats and unauthorized access while fostering a welcoming atmosphere for employees and visitors alike. Their presence is instrumental in upholding security protocols, monitoring surveillance systems, and promptly addressing emergencies. Additionally, unarmed guards adeptly manage crowd control during public events or protests, facilitating peaceful demonstrations and safeguarding government property.

In homeless management and outreach, our unarmed security personnel assume a nuanced role centered on compassion, assistance, and community engagement. Collaborating closely with social workers, outreach teams (such as CityNet, BeWell, and Salvation Army), and local authorities, Lyons' unarmed guards address the intricate needs of individuals experiencing homelessness. They provide security and stability within shelters, resource centers, and similar facilities catering to the homeless community. Responsibilities encompass monitoring access points, enforcing facility regulations, defusing conflicts, and facilitating access to essential services such as food, shelter, and healthcare.

Moreover, Lyons' unarmed security guards engaged in the homeless system of care serve as conduits between the homeless populace and pertinent stakeholders, fostering trust and mutual understanding. Actively participating in outreach initiatives, they connect individuals with housing assistance programs, vocational training opportunities, or mental health services. Through cultivating relationships grounded in empathy and dignity, unarmed guards contribute significantly to the holistic well-being and societal integration of those experiencing homelessness. Their role transcends conventional security functions, embodying advocacy, support, and empowerment within the community.

Technology & Equipment

Lyons utilizes a multifaceted approach to ensure quality control between technology and having group management oversee the contract. Our response indicates that the City of Costa Mesa will have multiple

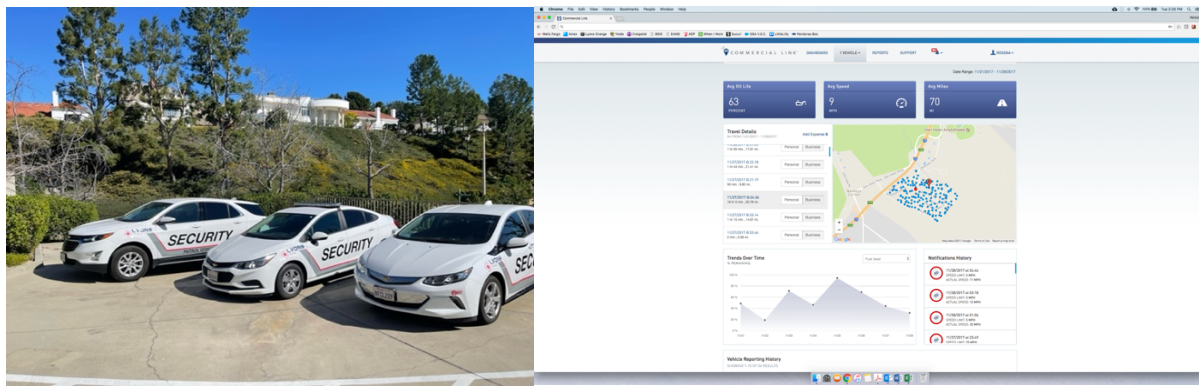
managers and executive team members supporting the contract. To coincide with the individuals involved, we will also provide our staff with equipment to help create a more efficient environment.

Mobile Devices

The security guard personnel will be provided mobile devices for quick access to the corporate office and after-hour emergency staffing for client personnel. The device will be utilized and monitored for emergency and official security business. The mobile devices will have the Account Manager's number on speed dial, local law enforcement, fire department, and any numbers requested by the client under contract agreements.

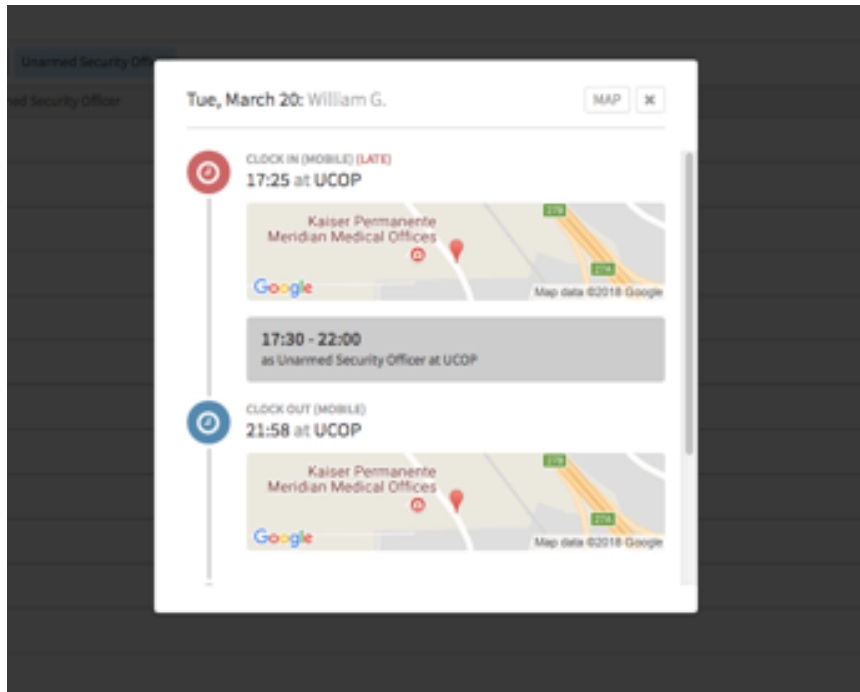
Patrol Unit

Staff will be given company-owned vehicles as deemed necessary. Lyons has thirty-one (31) cars in our fleet, ranging from trucks to sedans, all but one being GM vehicles manufactured in 2021 or later. All vehicles assigned will be marked on both sides of the car with our company name, logo, PPO license number, and the word "Security." vehicles will have a PPO license written on the back of the vehicle as mandated by BSIS. Furthermore, the age of the cars will remain compliant throughout the contract.



Mobile Clocking in and out

Lyons utilizes an electronic check-in/check-out service for our officers through an application supported on all Android and Apple products. The application allows our officers to see their schedules, confirm their schedules, switch their schedules, see post orders for each site, and provide GPS capability, allowing all supervisors to see exactly where the officer is when they check in and out. Suppose an employee forgets to check in or out; our supervisors receive a notice within five minutes indicating an employee missed a check-in or out. This leads to our management following up to verify that guards are on post.



Guard Tour Patrols

We utilize NFC Codes for our security officer routes as they cannot be manipulated like QR Codes. NFC tags are time-stamped and indicate where an officer is at an exact time. The codes are stickers that do not cause any damage once removed and can be easily replaced if taken off. Furthermore, the codes are used through a mobile device and are delivered at the end of each shift.

Sample:

8/7/2018	4:32:29 AM	CMDN	Apartments	Building F - Parking Structure	Yes	Cleared.
8/7/2018	4:35:05 AM	CMDN	Apartments	Building F - Parking Structure	Yes	Cleared.
8/7/2018	4:36:44 AM	CMDN	Apartments	Building F - 4th Floor	Yes	Cleared.
8/7/2018	4:37:16 AM	CMDN	Apartments	Building F - 3rd Floor	Yes	Cleared.
8/7/2018	4:37:46 AM	CMDN	Apartments	Building F - 2nd Floor	Yes	Cleared.
8/7/2018	4:38:16 AM	CMDN	Apartments	Building F - 1st Floor	Yes	Cleared.
8/7/2018	4:38:16 AM	CMDN	Apartments	Building F - 1st Floor	Yes	Cleared.
8/7/2018	4:43:28 AM	CMDN	Apartments	Building F - 4th Floor	Yes	Cleared.
8/7/2018	4:43:59 AM	CMDN	Apartments	Building F - 3rd Floor	Yes	Cleared.
8/7/2018	4:44:26 AM	CMDN	Apartments	Building F - 2nd Floor	Yes	Cleared.
8/7/2018	4:44:54 AM	CMDN	Apartments	Building F - 1st Floor	Yes	Cleared.

Guard Management Systems

Reports are often overlooked, but they are critical in performing our services at Lyons Security Service as they depict each site's live issues. So frequently, clients get the "all clear" reports. We have a specific approach to report writing that differentiates us from our competitors and allows our staff to provide detailed information about our client sites. Reports may be sent automatically and daily at 5:00 AM or after each shift, whichever the City of Costa Mesa desires.



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P.O. 12687

Lyons Security Service, Inc.

Officer Shift Report

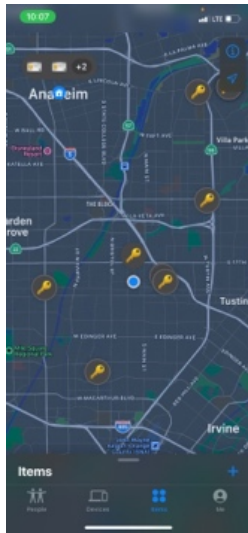
Shift Beginning On: 03/06/2020

Prepared By: [REDACTED]

Date	Time	Client ID	Site	Check Point	Activity Type	Scan	Report	Photo
3/6/2020	3:02:52 PM	City of [REDACTED]	[REDACTED] Park		Clock In	No		
3/6/2020	3:44:17 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes	Feces on side of wall in men's restroom. I was informed by a woman that a male subject was digging with a shovel and metal detector at the time the restrooms open in the park.	
3/6/2020	3:54:13 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes	Welfare check on sleeping individual near restrooms.	
3/6/2020	3:58:44 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes		
3/6/2020	4:33:01 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes		
3/6/2020	4:58:24 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes		
3/6/2020	5:16:22 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes	Graffiti located in men's restroom.	
3/6/2020	6:38:38 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes	Kicked male and female out of men's restroom stall. Restrooms cleared and locked.	
3/6/2020	6:47:36 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Locked Restrooms	No	Restrooms cleared and locked. Scanner has been removed from restroom area.	
3/6/2020	7:27:35 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes	Restrooms cleared and locked.	
3/6/2020	7:40:56 PM	City of [REDACTED]	[REDACTED] Park		Maintenance Issue	No	Damage to fence near gate entry of community building near parking.	
3/6/2020	7:45:43 PM	City of [REDACTED]	[REDACTED] Park	Restrooms	Scan	Yes	Restrooms cleared and locked. Graffiti located on wall of restrooms building.	

Key Management

As keys are critical to infrastructure, the loss of keys could be detrimental and cause a huge security risk, which is why we utilize AirTags for all of our staff keys.



Uniforms

Typically, our uniforms are Carolina Blue, Class B; however, we can customize uniforms to meet our client's needs as long as they are not too similar to law enforcement.

Qualifications & Experience

City of Aliso Viejo: 6/1/2021 – Present; 0 – 48 hours per week

Lyons provides the City of Aliso Viejo with event security services for 2 locations. Lyons Security team members oversee renters and verify they follow city procedures as required.

City of Anaheim, Parks Patrol: 1/1/2018 – Present; 112 hours per week

Since January 2018, Lyons Security Service has provided the City of Anaheim with two designated patrol officers to patrol parks throughout the evening. As part of our responsibility, we act as a liaison to enforce rules set forth by the city, verifying the regulations are correctly followed by patrons visiting city facilities and removing individuals after park open hours. Furthermore, we provide additional services for the City Park Ranger program throughout the day to supplement city staff.

City of Anaheim, City Hall: 9/1/2022 – Present; 1,864 hours per week

In September 2022, Lyons was contracted as the City Hall and Downtown District Security Provider, providing roughly 1,800 weekly hours between two sites, a dispatch, and supervision. Lyons delivers a high level of professional upscale security service, 24 hours a day/7, days a week/365 days a year, to the two City Hall buildings and four parking structures in the heart of Anaheim.

The City of Anaheim, Salvation Army Emergency Shelter: 2/1/2019 – Present; 896 hours per week

Lyons Security Service, Inc. currently provides 896 hours of weekly service to the 324-bed Emergency Shelter and Center of Hope at 1455 Salvation Place in Anaheim, CA. Officers are responsible for

directing traffic, maintaining a visual presence throughout the facility, notifying staff of any delinquencies found on patrol, and leading the intake searches for all incoming and outgoing residents.

City of Anaheim, Abandoned Property: 4/4/2023-Present; 96 hours per week

Lyons Security assists with tagging abandoned property in public areas throughout Anaheim. Lyons' employees assist the Anaheim Police Department with the safekeeping and purging items for individuals taken into custody. Items are purged after ninety (90) days if the owner does not attempt to retrieve them.

City of Huntington Beach, Event Security: 10/1/2019 – Present, 220 hours per week

Lyons was requested to take over a current events contract in October 2019 due to the non-performance of the previous provider. Since 2019, Lyons has provided event security services for five locations throughout Huntington Beach. Lyons Security team members oversee renters and verify that they follow city procedures as required.

City of Moreno Valley, City Hall: 7/1/14 – Present, 380 hours per week

Lyons Security Service, Inc. provides both armed and unarmed guard services throughout the city of Moreno Valley. Job duties range from City Hall access control to security for events throughout the city. Lyons also provides event security for the 4th of July event, with a crowd population of 10,000 to 20,000 people. Our officers are responsible for searching the individuals before entering the facility.

City of Newport Beach: 4/1/2017 – Present; 84 – 115 hours per week

Lyons Security Service, Inc. currently provides event security services at multiple locations throughout Newport Beach, CA. Furthermore, we now work with the city on their "Clean Air Act" as Ambassadors to the city beach fire rings. As part of the Clean Air Act, Lyons was brought on to help citizens and visitors understand the significance of burning clean energy sources when utilizing fire rings throughout the city.

City of Newport Beach, City Hall: 1/1/2023 – 9/1/2023 (Pilot); 56 hours per week

Lyons provides security 8 hours daily to the City Hall and Civic Center. Lyons staff provides personnel escorts to high-ranking officials and deters unwanted activity while providing customer service and assistance to the individuals who experience homelessness around the facility.

City of Orange: 7/1/2016 – Present; 140 hours per week

Lyons Security Service, Inc. provides vehicle and foot patrols for multiple parks (7 days a week) in Orange. Officers are responsible for delivering "eyes and ears" to the City of Orange during closed park hours, removing unauthorized personnel, reporting property damage, and providing a visible deterrent to unwanted activity. Lyons began this contract as a piloted program and helped create and implement the security procedures utilized throughout the city. We also provide unarmed security services six days a week for a homeless outreach project the city started in 2022.

City of Perris: 12/1/17 – Present, 310 Hours per week

Since December 2017, Lyons has provided a dedicated patrol and CCTV team to the city of Perris for the Parks and Recreation and various facilities throughout the city, such as City Hall, Animal Control Central, Public Works Division, and many similar buildings. We act as the city's eyes and ears as part of our responsibility. At the same time, buildings are closed to help deter unwanted activity at public

facilities during hours of operation. Furthermore, we discourage activity that may be unwanted at these facilities by providing mobile patrols throughout the city.

City of Santa Ana, Citywide Service: 11/1/2022 – Present; 2,100 hours per week

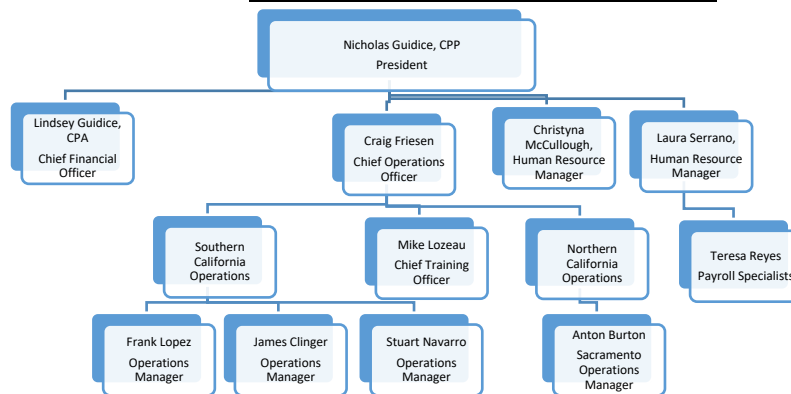
Since November of 2022, Lyons has provided citywide security services for City facilities including, but not limited to, City Hall, Water Facilities, SA Regional Transit Center, two Libraries, a Corporate Yard, a Zoo, and forty-two Parks. Lyons provides 1,950 weekly hours of coverage between the properties and offers various security services, from mobile patrols and homeless outreach to professional services at City Hall.

Fiscal Viability

With an annual security sales revenue of approximately \$19,500,000, Lyons Security Service, Inc. maintains a robust financial standing, free from any outstanding debts, bankruptcy or voluntary/involuntary insolvency proceedings, of the appointment of a receiver, trustee, or assignee for the benefit of creditors that could hinder our ability to fulfill our Scope of Services.

Personnel

Lyons Security Organizational Chart



At Lyons Security, we eschew the conventional business model of assigning one manager per client in favor of a collaborative approach. Each individual listed below will contribute to ensuring the contract's success.

Nicholas Guidice President



Role in the contract: Nicholas will be the point of contact for all contract-related issues.

Nicholas will be critical in aiding the transition process, developing post orders, and managing staff scheduling. With over a decade of experience in security supervision and management, he brings a wealth of expertise to his role. Previously, Nicholas oversaw the operational and training aspects of Lyons Security across Southern California. He laid the foundation for the Southern

California office during his time with the company. He was responsible for building the entire clientele from scratch, starting from zero and moving to 8,000 hours a week. Nicholas focused on positioning the company within a specific niche of the security industry by assisting clients with the homelessness epidemic. In 2022, he assumed company ownership, further solidifying his commitment to delivering exceptional security services.

LinkedIn Profile: <https://www.linkedin.com/in/nicholas-guidice-cpp-03622129/>

Craig Friesen
Chief Operations Officer



Role in the contract: Point of contact for all operational-related issues, will assist with the transition plan, development of post orders, communication with client management, local first responders, and any additional stakeholders.

Craig retired as a Police Captain from the Anaheim Police Department (APD) in December 2022, culminating a distinguished 28-year career in law enforcement spanning both the Inglewood Police Department and APD. Joining Lyons Security as the Chief Operations Officer in January 2023, Craig brings a wealth of experience and expertise to the role. During his tenure at APD, Craig held various pivotal positions, including Support Services Division Commander, overseeing critical units such as the Communications Center, Detention Facility, Emergency Management Detail, Air Support Unit, Mounted Unit, Property and Records Details, and Training Detail. Additionally, he served as Administration Division Commander, responsible for managing the Professional Standards Bureau, encompassing Internal Affairs, the Major Incident Review Team, and the Police Review Board. Craig's extensive leadership roles include Patrol Watch Commander, West District Commander, Field Training Coordinator, Vice, Narcotics, Criminal Intelligence Commander, and Professional Standards Bureau Commander.

In 2017, Craig notably served as the Department's Homeless Outreach Commander, collaborating with various local, state, federal, and non-profit organizations to address homelessness in Anaheim. Leveraging his vast experience and extensive network within law enforcement agencies across California, Craig brings a comprehensive and nuanced approach to tackling homelessness-related issues. See the article for additional information: <https://behindthebadge.com/outreach-shelter-beds-help-anaheim-police-help-homeless/>

Craig holds a Master's Degree in Criminal Justice from California Coast University and a Bachelor's in Occupational Studies from California State University, Long Beach. He is a distinguished graduate of the Federal Bureau of Investigation (FBI) National Academy Class #276 and the Sherman Block Supervisory Leadership Institute, further enhancing his credentials as a seasoned law enforcement professional.

LinkedIn Profile: <https://www.linkedin.com/in/craig-friesen-048868162/>

Mike Lozeau
Chief Training Officer



Role in the contract: Training officer for Lyons Security staff and liaison with first responders.

Mike is a seasoned expert in police response to homelessness. He boasts an impressive 32-year career with the Anaheim Police Department (APD), where he retired as a Sergeant. Mike is the Chief Training Officer for Lyons Security and has extensive knowledge and experience.

During his tenure at APD, Mike served as the Supervisor for both the Homeless Outreach Team and the Psychiatric Emergency Response Team, further solidifying his expertise in handling complex community matters. One of Mike's notable achievements is developing California's sole Police Officer Standards and Training (POST), a certified Homeless Liaison for Peace Officers training course. Mike's training focuses on the nuances of the homeless continuum of care.

Since joining Lyons Security, Mike has diversified his training portfolio to encompass various subjects, including defensive driving, certified security firearms instruction, management of hostile individuals, tactical shooting, emergency services, first aid, Narcan administration, and CPR. As a National Rifle Association (NRA) and P.O.S.T. certified firearms instructor, Mike is pivotal in providing comprehensive armed and unarmed guard training courses for Lyons Security personnel, ensuring they can effectively handle diverse security challenges.

LinkedIn Profile: <https://www.linkedin.com/in/mike-lozeau-03b5b62b/>

James Clinger
Orange County/Inland Empire, Operations Manager



Role in the Contract: Will be the Point-of-Contact for the city and will assist with the security staff's day-to-day operations. Will be responsible (along with Stuart and Frank) for scheduling staff and verifying procedures are met. James went to California State University San Marcos and studied History. James came to Lyons Security in 2018 after spending ten years in the fast-paced restaurant industry. He has significantly impacted the company's ability to grow over the years due to his ability to adapt and respond to employee needs. James provides a pivotal footprint in ensuring our clients' needs are continuously met by working one-on-one with employees behind the scenes.

Stuart Najarro
Orange County/Inland Empire, Operations Manager



Assists with the security staff's day-to-day operations. Will be responsible (along with Frank and James) for scheduling staff and verifying procedures are met. Stuart began his career in security after completing his armed service duty for the United States Marine Service in 2016. Stuart came to Lyons in 2023 after working as the Security Manager for Google. Stuart is currently enrolled at Pepperdine University for his MBA and is a married father of one.

Frank Lopez
Orange County/Inland Empire, Operations Manager



Universal.

Frank is a dedicated professional with a proven track record of meeting company goals through consistent and organized practices. He is adaptable and adept at working under pressure. Since 2021, Frank has excelled as the Regional Manager at Lyons Security in Anaheim, CA. Frank has experience scheduling, training, and directing day, swing, and night shift operations. He has effectively resolved conflicts and promoted compliance with local laws and regulations. Before Lyons, Frank was an Assistant Account Manager for Allied



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P.P.O. 12687



Orange County

Serving Orange County Since 1887

April 5th, 2024

Dr. Ben Hurst
1455 S. Salvation Place
Anaheim, CA 92805
(949)838-5023

To Whom It May Concern:

I am writing on behalf of Lyons Security for their exceptional service and dedication at the Salvation Army Homeless Shelter. I have had the privilege of witnessing firsthand the professionalism and commitment demonstrated by Lyons Security in ensuring the safety and security of the shelter residents and staff.

Lyons Security personnel exhibit compassion, respect, and empathy towards the shelter residents. They understand the delicate nature of the shelter environment and handle all situations with tact, discretion, and a genuine desire to assist those in need. Their presence has fostered a sense of security and contributed significantly to the positive atmosphere and sense of community within the shelter.

One of the most commendable and unique aspects of Lyons Security's service is its proactive approach to security. They actively engage with shelter residents, offering assistance, guidance, and support whenever necessary. Their commitment to fostering a safe and supportive environment for all individuals within the shelter is truly commendable and greatly appreciated.

Please do not hesitate to contact me if you require further information or assistance.

Sincerely,

Ben Hurst
Managing Director
The Center of Hope

10200 Pioneer Road • Tustin, CA • 92782 • Office (714) 832-7100 • Fax (714) 832-2361 • www.orangecounty.salvationarmy.org

WILLIAM BOOTH
Founder

LYNDON BUCKINGHAM
International General

DOUG RILEY
Territorial Commander

MICHAEL DICKENSON
Divisional Commander

KENNETH & JENNIFER PERINE
Divisional Secretary Orange County



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CITY OF SANTA ANA
PUBLIC WORKS AGENCY
Parks, Fleet, and Facilities Services

20 Civic Center Plaza • P.O. Box 1988
Santa Ana, California 92702
www.santa-ana.org

Wednesday, May 1, 2024

SUBJECT: LETTER OF RECOMMENDATION

To Whom This May Concern:

I am writing to commend Lyons Security for their exemplary performance in providing citywide security guard services for the City of Santa Ana, particularly their impactful contributions to addressing issues surrounding homelessness within Santa Ana parks.

Lyons Security is committed to ensuring the safety and security of our community members, especially the most vulnerable. Their team of security guards has exhibited professionalism, compassion, and an acute awareness of the unique challenges facing individuals experiencing homelessness.

Lyons Security's proactive approach to security services has significantly contributed to providing safer environments within Santa Ana parks. Their presence has deterred criminal activity and facilitated outreach efforts to connect individuals experiencing homelessness with essential resources and support services. Lyons' staff collaborates with local authorities and service providers and plays a pivotal role in helping to address the underlying issues contributing to homelessness in our community.

Their dedication to community engagement and willingness to go above and beyond the call of duty exemplify their commitment to positively impacting the lives of those in need. Based on their performance and contributions to addressing homelessness within Santa Ana parks, I endorse Lyons Security for any citywide security guard services. Their professionalism, compassion, and dedication make them invaluable to our community.

Respectfully,

Jorge Acevedo
Park Services Superintendent



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P.O. 12687

TEL: 951.413.3109
WWW.MOVAL.ORG



14331 FREDERICK ST. SUITE 9
MORENO VALLEY, CA 92553

September 21, 2021

Subject: Reference for Lyon's Security Service, Inc.

To Whom It May Concern:

I am writing this letter to recommend the services of Lyon's Security Service, Inc. The City of Moreno Valley has partnered with Lyon's Security Service, Inc. since 2014 for all of our security guard needs. Lyon's has provided ongoing security guard services at multiple City facilities, as well as for special events and projects.

During their 7 years tenure, Lyon's has always provided the highest level of customer service and makes it clear that their customers are a high priority. Lyon's is extremely responsive to service request and are always punctual. They are always willing to provide additional services when needed and truly go above and beyond to provide top notch security for all of the City's needs.

I am happy to recommend the services of Lyon's Security Service, Inc. If you have any questions please feel free to contact me at (951) 413-3190

Sincerely,

Felicia London, MPA
Purchasing & Sustainability Division Manager

PURCHASING & SUSTAINABILITY DIVISION



CITY OF PERRIS

COMMUNITY SERVICES

September 21, 2021

To whom it may concern:

It is with pleasure that I write this letter in support of Lyons Security. I have had the opportunity to work closely with Nicholas Guidice since 2017 and they have provided essential support to the City of Perris for all park, facility, and event concerns. Lyons has been transparent and responsive with all requests, no matter how small, and have always been able to fill requests with professional guards on short notice.

Throughout the COVID-19 Pandemic, Lyons Security was a key asset in keeping the community informed and safe. They connected well with the staff, community, and all our sports leagues while maintaining order at our parks and facilities.

I highly recommend Lyons Security for security services at any site. Their integrity, transparency, and capability are second to none. Lyons Security will be a significant asset to your site.

Sincerely,

Joshua G. Estrada

Parks Coordinator
City of Perris
(951) 943 6603 Ext.290
jestrada@cityofperris.org

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. 24-10 for Unarmed Security Services** at any time after **May 3, 2024**.

nicholas guidice
Signature

Date: May 21 2024

Nicholas Guidice
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **May 3, 2024** with a City Councilmember concerning informal **RFP No. 24-10 for Unarmed Security Services**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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

DISCLOSURE OF GOVERNMENT POSITIONS

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

None

COMPANY PROFILE & REFERENCES

Company Legal Name: Lyons Security Service, Inc.

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

Active licenses issued by the California State Contractor's License Board: PPO 12687

Business Address: 505 S. Villa Real Dr., Suite 203, anaheim CA 92807

Website Address: www.LyonsSecurityInc.com

Telephone Number: (949) 298-6859

Facsimile Number: N/a

Email Address: Nicholas@lyonssecurityinc.com

Length of time the firm has been in business: 32 Years

Length of time at current location: 6 Years

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: 33-0726010

Regular Business Hours: 24/7/365

Regular holidays and hours when business is closed: N/a

Contact person in reference to this solicitation: Nicholas Guidice

Telephone Number: (714) 504-8969

Facsimile Number: N/A

Email Address: Nicholas@lyonssecurityinc.com

Contact person for accounts payable: Lindsey Guidice

Telephone Number: (951) 836-1491

Facsimile Number: N/A

Email Address: Lindsey@lyonssecurityinc.com

Name of Project Manager: James Clinger

Telephone Number: (714) 931-6622

Facsimile Number: N/A

Email Address: James@lyonssecurityinc.com

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name: City of Anaheim

Telephone Number: (714) 765-4300

Contact Name: Grace Stepter

Contract Amount: 2,300,000.00

Email: gstepter@anaheim.net

Address: 200 S. Anaheim Blvd., Anaheim, CA

Brief Contract Description: Shelter Security, Parks Security, Downtown and City Hall Security

Company Name: City of Huntington Beach

Telephone Number: 714-292-5962

Contact Name: Chris Cole

Contract Amount: 150,000.00

Email: CCole@surfcity-HB.org

Address: 2000 Main St., Huntington Beach, CA

Brief Contract Description: Citywide Patrol Services, Park Ranger Services, Event Services

Company Name: City of Newport Beach

Telephone Number: N/A

Contact Name: Lt. Brad Miller

Contract Amount: 110,000.00

Email: BMiller@nbpd.org

Address: 870 Santa Barbara Dr., Newport Beach CA 92660

Brief Contract Description: Fire Rings & Events Security

Company Name: City of Orange

Telephone Number: 714-744-7283

Contact Name: Robert Ambriz

Contract Amount: 300,000.00

Email: Rambriz@cityoforange.org

Address: 230 E. Chapman Ave., Orange CA

Brief Contract Description: Parks and Public works security

Company Name: City of Santa Ana

Telephone Number: 714-615-0892

Contact Name: Mike Ortiz

Contract Amount: 3,100,000.00

Email: Mortiz@santa-ana.org

Address: 20 Civic Center Plaza, Santa Ana CA

Brief Contract Description: City of Santa Ana, Citywide Security Services



**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
	None			

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Lyons Security Service, Inc.

Bidder/Applicant/Proposer

May 21 2024

Date

EXHIBIT C
FEE SCHEDULE



Cost Proposal

7/1/2024 – 6/30/2025

Location	Hourly Rate	City Observed Holiday Coverage
Downtown Recreation Center	\$30.00	\$45.00
Aquatic Center	\$30.00	\$45.00
Norma Hertzog Community Center	\$30.00	\$45.00
Luke Davis Baseball Complex	\$30.00	\$45.00
Costa Mesa Senior Center	\$30.00	\$45.00
Rea Elementary	\$30.00	\$45.00
Wilson Elementary	\$30.00	\$45.00
Whittier Elementary	\$30.00	\$45.00
Special Events (TBD)	\$31.50	\$47.25

7/1/2025 – 6/30/2026

Location	Hourly Rate	City Observed Holiday Coverage
Downtown Recreation Center	\$31.50	\$47.25
Aquatic Center	\$31.50	\$47.25
Norma Hertzog Community Center	\$31.50	\$47.25
Luke Davis Baseball Complex	\$31.50	\$47.25
Costa Mesa Senior Center	\$31.50	\$47.25
Rea Elementary	\$31.50	\$47.25
Wilson Elementary	\$31.50	\$47.25
Whittier Elementary	\$31.50	\$47.25
Special Events (TBD)	\$33.08	\$47.25

7/1/2026 – 6/30/2027

Location	Hourly Rate	City Observed Holiday Coverage
Downtown Recreation Center	\$33.08	\$47.25
Aquatic Center	\$33.08	\$47.25
Norma Hertzog Community Center	\$33.08	\$47.25
Luke Davis Baseball Complex	\$33.08	\$47.25
Costa Mesa Senior Center	\$33.08	\$47.25
Rea Elementary	\$33.08	\$47.25
Wilson Elementary	\$33.08	\$47.25
Whittier Elementary	\$33.08	\$47.25
Special Events (TBD)	\$34.73	\$52.09



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-403

Meeting Date: 11/19/2024

TITLE:

PUBLIC HEARING ON ISSUANCE OF TAX-EXEMPT BONDS FOR MESA VISTA APARTMENTS AND RESOLUTION APPROVING THE ISSUANCE OF BONDS

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER

CONTACT INFORMATION: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER; 714-754-5274

RECOMMENDATION:

1. Conduct a Tax Equity and Fiscal Responsibility Act Hearing, as required by Section 147(f) of the Internal Revenue Code of 1986 to receive comments in consideration of the issuance of tax-exempt bond financing by the California Statewide Communities Development Authority for the benefit of Costa Mesa M6 LP, to provide financing for the acquisition, construction, improvement, and equipping of an 87-unit multifamily rental housing project generally known as Mesa Vista Apartments.
2. Adopt a resolution approving the issuance of Bonds by the California Statewide Communities Development Authority not to exceed \$25,000,000 for the benefit of Costa Mesa M6 LP, to provide financing for the acquisition, construction, improvement, and equipping of an 87-unit multifamily rental housing project generally known as Mesa Vista Apartments.

BACKGROUND:

On December 6, 2022, the City of Costa Mesa (City) entered into an affordable housing agreement with CM Mercy House CHDO, LLC to help fund the acquisition and conversion of the Motel 6 at 2274 Newport Boulevard into permanent housing. The project was separated into two (2) phases. Phase 1 was completed in early 2023 and produced 40 units of Permanent Supportive Housing for individuals experiencing homelessness. The commencement of Phase 2 is contingent upon the receipt of tax-exempt multi-family housing revenue bonds and, upon completion, will produce 47 units (one is a manager's unit) of general affordable housing for Costa Mesa senior citizens earning at or below 50% of the Area Median Income.

Costa Mesa M6 LP has requested that the California Statewide Communities Development Authority ("CSCDA") act as the municipal issuer of tax-exempt multi-family housing revenue bonds in an aggregate principal amount of up to \$25,000,000. On August 6, 2024, the project received an award of private activity bond allocation from the California Debt Limit Allocation Committee (CDLAC) of \$23,185,979. (CDLAC Resolution and California Tax Credit Allocation Committee Reservation Letter - Attachment 1 & 2) There is an approximately 9% supplemental request added to the bond allocation

amount to account for any contingencies during construction. The tax-exempt bond proceeds will finance the acquisition, construction, and equipping of the 87-unit affordable multifamily rental project at 2274 Newport Boulevard, Costa Mesa, which will be owned and operated by Costa Mesa M6 LP.

CSCDA is a joint powers authority sponsored by the League of California Cities ("League") and the California State Association of Counties ("CSAC"). CSCDA was created by the League and CSAC in 1988 to enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth, and improve the quality of life in local communities throughout California. CSCDA is comprised of more than 530 members, including the City of Costa Mesa. CSCDA has issued more than \$75 billion and over 1,800 financings since 1988 and consistently ranks in the top 10 of more than 3,000 nationwide public issuers of tax-exempt debt, as measured by annual issuance amount.

ANALYSIS:

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Costa Mesa must conduct a public hearing (the "TEFRA Hearing") providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Adoption of the resolution is solely for the purposes of satisfying the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA), the Internal Revenue Code and the California Government Code Section 6500 (and following). Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project. A public notice was published on November 8, 2024.

ALTERNATIVES:

The City Council may choose not to approve the Resolution, in which case the Borrower would need to seek authorization from another applicable elected representative body, such as the County of Orange, or secure a different financing source for the project at 2274 Newport Boulevard, Costa Mesa.

FISCAL REVIEW:

There is no fiscal impact to the City. The Bonds will be issued as limited obligations of CSCDA, payable solely from revenues and receipts derived from a loan to be made by CSCDA to the Borrower with the Bond proceeds. The City bears no liability with respect to the issuance of the Bonds. Further, the City is not a party to any of the financing documents related to the Bond issuance and is not named in any of the disclosure documents describing the Bonds or the proposed financing.

LEGAL REVIEW:

The City Attorney approves this report and its attachments as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Diversify, Stabilize and Increase Housing to Reflect Community Needs.

CONCLUSION:

Approval of this resolution allows for the issuance of tax-exempt bonds that will finance an affordable housing project, meeting the legal requirements and supporting the City's housing goals. Staff recommends the City Council:

1. Conduct a Tax Equity and Fiscal Responsibility Act Hearing, as required by Section 147(f) of the Internal Revenue Code of 1986 to receive comments in consideration of the issuance of tax-exempt bond financing by the California Statewide Communities Development Authority for the benefit of Costa Mesa M6 LP, to provide financing for the acquisition, construction, improvement, and equipping of an 87-unit multifamily rental housing project generally known as Mesa Vista Apartments.
2. Adopt a resolution approving the issuance of Bonds by the California Statewide Communities Development Authority not to exceed \$25,000,000 for the benefit of Costa Mesa M6 LP, to provide financing for the acquisition, construction, improvement, and equipping of an 87-unit multifamily rental housing project generally known as Mesa Vista Apartments.



CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE

Attachment 1

901 P Street, Suite 213A
Sacramento, CA 95814
p (916) 653-3255
f (916) 653-6827
cdlac@treasurer.ca.gov
www.treasurer.ca.gov/cdlac

MEMBERS

FIONA MA, CPA, CHAIR
STATE TREASURER

GAVIN NEWSOM
GOVERNOR

MALIA M. COHEN
STATE CONTROLLER

INTERIM EXECUTIVE DIRECTOR
MARINA WIAINT

August 6, 2024

Catherine W. Bando
Executive Director
California Statewide Communities Development Authority
1700 North Broadway, Suite 405
Walnut Creek, CA 94596

RE: RESOLUTION ATTESTING TO THE TRANSFER OF PRIVATE ACTIVITY BOND ALLOCATION

Dear Catherine W. Bando:

Enclosed is a copy of Resolution No. 24-171, adopted by the California Debt Limit Allocation Committee (the "Committee") on August 6, 2024, transferring \$23,185,979.00 of the 2024 State Ceiling on Qualified Private Activity Bonds to the California Statewide Communities Development Authority (the "Applicant") for the Costa Mesa M6 (the "Project"). The Resolution No. 24-171 establishes the terms and conditions under which the allocation has been granted. Please read it carefully and keep a copy in your permanent files.

The following is additional information pertaining to the use of the allocation for this Project:

1. Performance Deposit: Pursuant to Section 5050 of the Committee's Regulations, a performance deposit to one-half of one percent (0.5%) of the Allocation requested, not to exceed \$100,000, made payable to the Applicant, shall be evidenced within 20 calendar days following an award of an Allocation.

The performance deposit certified in support of this project (\$100,000) is to remain on deposit until you receive authorization from the Committee that it may be released. This written release will be provided once the Committee receives: the "Report of Action Taken" template indicating that the allocation transferred was used for the Project's issuance of bonds, a copy of the conformed regulatory agreement, and the payment of the second installment of the CDLAC filing fee. A copy of the conformed regulatory agreement should be sent electronically to CDLAC@treasurer.ca.gov. The full amount of the deposit will be released upon the Executive Director's approval if at least 80% of the allocation to this project is used for the issuance of bonds. If an amount less than 80% of the allocation is used to issue bonds, a proportionate amount of the deposit will be subject to forfeiture.

2. IRS Certification: The IRS-required certification (Certificate pursuant to Section 149(e)(2)(F) Internal Revenue Code of 1986, As Amended) will be prepared by CDLAC staff and sent to the Applicant's bond counsel once the Committee receives the Report of Action Taken template from the Applicant.

3. Second Installment of Filing Fee: Enclosed is an invoice for this Project. The invoice attached herein should be considered final, due and payable upon the issuance of bonds.

4. Compliance: The Certification of Compliance II or equivalent form is to be submitted by the Project Sponsor to the Applicant by the Applicant's specified deadline, but no later than March 1st annually until the project's Certificate of Completion has been submitted to the Applicant. Following the submission of the Certificate of Completion or equivalent form to the Applicant, the Certification of Compliance II is to be submitted March 1st every three (3) years thereafter. In addition, an Annual Applicant Public Benefits and On-going Compliance Self-Certification (Self Certification) form must be submitted by the Applicant online every year until the Certificate of Completion has been submitted to the Applicant. After the completion of the project has been reported, the Self Certification will be required to be submitted March 1st every three years thereafter pursuant to Section 5144 of the CDLAC Regulations. Verification to CDLAC of income and rental information is not required in advance of the submission of the Certificate of Completion. A copy of the Certification of Compliance II and the Certificate of Completion forms may be found at this website location: <https://www.treasurer.ca.gov/cdlac/compliance.asp>. Failure to submit Compliance may result in disqualification from future program participation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marina Wiant".

Marina Wiant
Interim Executive Director

Enclosures

cc: Jon Penkower, California Statewide Communities Development Authority
Justin Cooper, Esq., Orrick, Herrington & Sutcliffe LLP
Angela Heyward, Costa Mesa M6 LP

THE CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE

RESOLUTION NO. 24-171

**A RESOLUTION TRANSFERRING A PORTION OF THE 2024 STATE CEILING
ON QUALIFIED PRIVATE ACTIVITY BONDS FOR A
QUALIFIED RESIDENTIAL RENTAL PROJECT**

WHEREAS, the California Debt Limit Allocation Committee ("CDLAC") is authorized to implement the volume limit for the state on private activity bonds established pursuant to federal law, annually determine a state ceiling on the aggregate amount of private activity bonds that may be issued, and allocate that aggregate amount among state and local agencies (Gov. Code, § 8869.81 et seq.); and

WHEREAS, CDLAC has received an application ("Application") from the California Statewide Communities Development Authority ("Applicant") for the transfer to the Applicant of a portion of the 2024 state ceiling for use by the Applicant to issue bonds or other obligations ("Bonds") for Costa Mesa M6 ("Project") as described in Exhibit A; and

WHEREAS, Costa Mesa M6 LP ("Project Sponsor") has represented and the Applicant has confirmed in the Application certain facts and information concerning the Project; and

WHEREAS, in evaluating the Project and allocating a portion of the state ceiling to the Applicant for the benefit of the Project, CDLAC staff has relied upon the written facts and information represented in the Application by the Project Sponsor and the Applicant; and

WHEREAS, it is consistent with CDLAC's statutes and regulations for CDLAC to transfer a portion of the 2024 state ceiling ("Allocation") to benefit the Project;

NOW, THEREFORE, BE IT RESOLVED by the California Debt Limit Allocation Committee the following:

Section 1. An amount of the 2024 state ceiling on the aggregate amount of private activity bonds equal to \$23,185,979.00 shall be transferred to the Applicant. This Allocation shall be used only by the Applicant and only for the issuance of the Bonds for the Project, as described in Exhibit A. The terms and conditions of Exhibit A are incorporated herein as though set forth in full (this resolution, together with Exhibit A are hereafter referred to collectively as this "Resolution").

Section 2. The terms and conditions of this Resolution shall be incorporated in appropriate documents relating to the Bonds. The Project Sponsor and the Applicant, and all of their respective successors and assignees, shall be bound by those terms and conditions. The Applicant shall monitor the Project for compliance with the terms and conditions of this Resolution. The Project shall be subject to the monitoring provisions of California Code of Regulations, title 4, sections 10337(c) and 5220.

Section 3. A modification to the Project made prior to the issuance of the Bonds that impacts the Resolution shall be reported to the Executive Director and, if the Executive Director determines that modification to be material pursuant to CDLAC's statutes and regulations, the material modification shall be brought back to CDLAC for consideration before the Allocation may be used for the Project. After the Bonds are issued, the terms and conditions set forth in this Resolution shall be enforceable by CDLAC through an action for specific performance or other available remedy.

In addition, after the Bonds are issued, a change to any of the Items of Exhibit A shall require CDLAC or Executive Director approval for the term of the commitment.

Section 4. A material change in the structure of the Bonds sale prior to the issuance of the Bonds and not previously approved by CDLAC shall require approval of the CDLAC Chair or the Executive Director.

Section 5. The transfer of the proceeds from the sale of the Bonds to a project other than the Project may be allowed only with the prior approval of the Executive Director in consultation with the CDLAC Chair.

Section 6. The Applicant is authorized to use the Allocation to make a carryforward election with respect to the Project. The Applicant is not authorized to transfer the Allocation to any governmental unit in the State except to CDLAC.

Section 7. If the Applicant has not issued the Bonds pursuant to the Allocation by the close of business on March 17, 2025, the Applicant shall notify CDLAC and carry forward the Allocation to the next approved project to be awarded a bond allocation pursuant to California Code of Regulations, title 4, section 5133. The Executive Director may extend this date by up to ninety (90) days if the extension is needed due to circumstances outside the control of the owner.

Section 8. Within twenty-four (24) hours of using the Allocation to issue the Bonds, the Applicant shall notify CDLAC at CDLAC@treasurer.ca.gov that the Allocation has been used. This notice shall identify the Applicant, the Project or qualified residential rental project, the date the Allocation was used, and the amount of the Allocation used.

Section 9. Within fifteen (15) calendar days of the Bonds closing, the Applicant or its counsel shall submit a completed "Report of Action Taken Regarding the Issuance of Private Activity Bonds", as made available by CDLAC.

Section 10. Differences between the amount of the Bonds issued and the amount of the Allocation granted in Section 1 shall be retained by the Applicant as required by 26 U.S.C. §146(f)(3)(A) regarding carryforward elections. The use of a Carryforward Allocation shall be consistent with California Code of Regulations, title 4, section 5133.

Section 11. CDLAC staff is directed to transmit a copy of this Resolution to the Applicant together with a request that the Applicant retain a copy in the Applicant's official records for the term of the Bonds or the term of the income and rental restrictions, whichever is longer. CDLAC staff shall retain a copy of this Resolution in the files of CDLAC, or any successor agency, for the same term.

Section 12. In consideration of the Allocation, the Applicant and Project Sponsor shall comply with all the terms and conditions contained in this Resolution and ensure that these terms and conditions are included in the documents related to the Bonds. The Applicant and Project Sponsor shall expressly agree that the terms and conditions of this Resolution may be enforced by CDLAC through an action for specific performance or any other available remedy, provided CDLAC agrees not to take any action or enforce any remedy that would be materially adverse to the interests of Bondholders. The Applicant and Project Sponsor shall ensure the Bond documents, as appropriate, expressly state CDLAC is a third-party beneficiary of the terms and conditions set forth in this Resolution.

Section 13. Either the "Certification of Compliance II for Qualified Residential Rental Projects" or "Certification of Compliance II for Non-Qualified Residential Rental Projects" shall be submitted by the Project Sponsor to the Applicant no later than March 1st annually until the Project's applicable "Certificate of Completion" has been submitted by the Project Sponsor to the Applicant. An "Annual Applicant Public Benefits and Ongoing Compliance Self-Certification" shall be annually submitted online by the Applicant to CDLAC until the applicable "Certificate of Completion" has been submitted by the Project Sponsor to the Applicant. Following the submission of the applicable "Certificate of Completion" to the Applicant, the applicable "Certification of Compliance II" shall be submitted by the Project Sponsor to the Applicant no later than March 1st, and no later than March 1st every three years thereafter, pursuant to California Code of Regulations, title 4 section 5144. Verification to CDLAC of income and rental information shall not be required prior to the submission of the applicable "Certificate of Completion." A copy of the applicable "Certification of Compliance II" may be found at: <http://www.treasurer.ca.gov/cdlac/forms.asp>. Failure to submit compliance documents may result in disqualification from future participation for qualified residential rental projects.

Section 14. All relevant bond documents for the Bonds shall permit principal payments or prepayments on the underlying loan(s) as transferred proceeds in a bond preservation and recycling program as permitted by 26 U.S.C. 146(i)(6) and shall require no less than thirty (30) days' notice to CDLAC and the Applicant prior to the redemption of the Bonds at conversion to permanent financing.

Section 15. This Resolution shall take effect immediately upon its adoption.


* * *

CERTIFICATION

I, Marina Wiant, Interim Executive Director of the California Debt Limit Allocation Committee, hereby certify that the above is a full, true, and correct copy of the Resolution adopted at a meeting of the Committee held in the Paul Bonderson Building, 901 P Street, 1st Floor, Sacramento, California 95814, on August 6, 2024 with the following votes recorded:

AYES: State Treasurer Fiona Ma, CPA
Michele Perrault for Governor Gavin Newsom
Evan Johnson for State Controller Malia M. Cohen

NOES: None
ABSTENTIONS: None
ABSENCES: None



Marina Wiant, Interim Executive Director

Date: August 6, 2024

RESOLUTION NO. 24-171

QUALIFIED RESIDENTIAL RENTAL PROJECT EXHIBIT A

1. Applicant: California Statewide Communities Development Authority
2. Application No.: 24-511
3. Project Sponsor: Costa Mesa M6 LP (CM Mercy House CHDO, LLC; CDP Costa Mesa M6 LLC)
4. Property Management Co.: FPI Management
5. Project Name: Costa Mesa M6
6. Location: Costa Mesa , CA
7. Private Placement Purchaser: **Citibank, N.A.**
Cash Flow Bond: **Not Applicable**

All units identified in the CDLAC resolution, including both the Federally Bond-Restricted Units and the Other Restricted Units, will be incorporated into the Bond Regulatory Agreement. Assumptions to be included in the Bond Regulatory Agreement regarding the Other Restricted Units will include the AMI as outlined in the CDLAC resolution, a limitation that tenants pay no more than 30% of their income and 1.5 persons per bedroom occupancy standard to determine the applicable rent.

Applicable

8. Public Sale: **Not Applicable**
Credit Enhancement Provider: **Not Applicable**
9. Total Number of Units: **86** plus **1** unrestricted manager unit(s)
10. Total Number of Restricted Tenant Rental Units: **86**
11. The term of the income and rental restrictions for the Project will be at least 55 years from the date 50% occupancy is achieved or when the project is otherwise placed in service.
12. The Regulatory Agreement shall not terminate prior to the end of the CDLAC Resolution affordability term in the event of foreclosure, exercise of power of sale, and/or transfer of title by deed in lieu of foreclosure in connection with a deed of trust directly or indirectly securing the repayment of Cash Flow Permanent Bonds.
13. The Project will utilize Gross Rents as defined in Section 5170 of the Committee's Regulations.
14. Income and Rental Restrictions
 - a. Federally Bond-Restricted Set-aside:
At least 40% of the total units will be restricted at 60% of the Area Median Income.
 - b. Other Restricted Units
For the entire term of the income and rental restrictions, the Project will have:

86 Qualified Residential units rented or held vacant for rental for persons or families whose income is at or below 50% of the Area Median Income.

RESOLUTION NO. 24-171

Exhibit A

Page 2 of 4

15. In accordance with Section 5191(a), a minimum of ten percent (10%) of the units must be restricted to households with incomes no greater than 50% of the Area Median Income and will be distributed as follows:

Applicable:

Studios: 9

16. New Construction Pool Set-aside Requirements.

Homeless Set-aside: at least 25% of the Tax Credit Units are designated for homeless households as defined by CTCAC Regulation Section 10315(b)(1) with affordable rents consistent with Section 10325(g)(3).

Applicable

Homeless Set-aside Priority: 45% of the Tax Credit Units are designated for homeless households as defined by CTCAC Regulation Section 10315(b)(1) with affordable rents consistent with Section 10325(g)(3).

Not Applicable

Extremely Low Income/Very Low Income (ELI/VLI) Set-aside. The rent and income targeting restrictions must have an average of 50% area median income (AMI) or below.

Not Applicable

Mixed Income Set-aside. A Mixed Income Project is a New Construction Qualified Residential Rental Project which either (1) is not utilizing the Average Income test of Internal Revenue Code Section 42 (g)(1)(C) and which has 50% or fewer of its total units designated as Restricted Rental Units or; (2) is part of the California Housing Finance Agency Mixed-Income Program. In a Competitive Application Process, a Mixed Income Project may only apply for an allocation of tax-exempt bonds if the ratio of tax-exempt bonds, not including recycled bonds, to aggregate depreciable basis plus land basis is less than or equal to the ratio of units that will be restricted pursuant to a CTCAC regulatory agreement.

Not Applicable

17. Minimum construction standards pursuant to CDLAC Regulation Section 5205 and Sections 10325(f)(7)(A) through (J) of the CTCAC Regulations will be incorporated into the project design for all new construction and rehabilitation projects.

Applicable

18. For all Acquisition & Rehabilitation projects, a minimum of \$15,000 in hard construction costs will be expended for each unit.

Not Applicable

19. Other Rehabilitation Pool Requirements. The Project will comply with the requirement to complete rehabilitation work at a minimum of \$60,000 in hard construction cost per unit as defined in CTCAC Regulation Section 10302(u), subject to the provisions of Internal Revenue Code Section 42(e)(3)(A)(ii)(I), expended only on immediate health and safety improvements, seismic and accessibility improvements and/or the replacement of major systems with a remaining useful life of less than ten years pursuant to CDLAC Regulation Section 5170.

Not Applicable

20. The Project will comply with the Preservation and Other Rehabilitation Project Priorities of Section 5230(b). At a minimum, the Project must continue to meet the criteria sufficient to retain 0 points.

Not Applicable

21. The Project will comply with the New Construction Density and Local Incentives of Section 5230(c). At a minimum, the Project must continue to meet the criteria sufficient to retain 10 points.

Applicable

RESOLUTION NO. 24-171

Exhibit A

Page 3 of 4

22. The Project will comply with the Exceeding Minimum Income Restrictions of Section 5230(d). At a minimum, the Project must continue to meet the criteria sufficient to retain 20 points.
Applicable
23. The Project will comply with the Exceeding Minimum Rent Restrictions of Section 5230(e). At a minimum, the Project must continue to meet the criteria sufficient to retain 10 points.
Applicable
24. The Project will comply with the General Partner Experience requirements of Section 5230(f)(1). At a minimum, the Project must continue to meet the criteria sufficient to retain 7 points.
Applicable
25. The Project will comply with the Management Company Experience requirements of Section 5230(f)(2). At a minimum, the Project must continue to meet the criteria sufficient to retain 3 points.
Applicable
26. The Project will comply with the New Construction Housing Type requirement of Section 5230(g). At a minimum, the Project must continue to meet the criteria sufficient to retain 10 points as a Non-Targeted housing type.
Applicable
27. The Project will comply with the Leveraged Soft Resources requirements of Section 5230(h). At a minimum, the Project must continue to meet the criteria sufficient to retain 8 points.
Applicable
28. The Project will comply with the Readiness to Proceed requirements of Sections 5152 and 5230(i). At a minimum, the Project must continue to meet the criteria sufficient to retain 10 points.
Applicable
29. The Project will comply with the Affirmatively Furthering Fair Housing requirements of Section 5230(j)(1)(A). At a minimum, the Project must continue to meet the criteria sufficient to retain 10 points.
Not Applicable
30. The Project will comply with the Affirmatively Furthering Fair Housing requirements of Section 5230(j)(1)(B). At a minimum, the Project must continue to meet the criteria sufficient to retain 9 points.
Applicable
31. For a period of fifteen (15) years after the Project is placed in use, the Project will provide residents high speed internet service in each Project unit free of charge (minimum average download speed 25 megabits/second).
Not Applicable
32. For a period of fifteen (15) years after the Project is placed in use, the Project will provide residents a Service Coordinator. Service Coordinator responsibilities must include, but are not limited to: (a) providing tenants with information about available services in the community, (b) assisting tenants to access services through referral and advocacy, and (c) organizing community-building and/or other enrichment activities for tenants (such as holiday events, tenant council, etc.).
Applicable
Hours per Year: 160

RESOLUTION NO. 24-171

Exhibit A

Page 4 of 4

33. For a period of fifteen (15) years after the Project is placed in use, the Project will provide residents instructor-led adult educational, health and wellness, or skill building classes. This includes, but is not limited to: Financial literacy, computer training, home-buyer education, GED classes, and resume building classes, ESL, nutrition class, exercise class, health information/awareness, art class, parenting class, on-site food cultivation and preparation classes, and smoking cessation classes. Drop-in computer labs, monitoring or technical assistance shall not qualify.

Applicable

Hours per Year: 84

34. The Project will comply with the Cost Containment requirements of Section 5230(l). At a minimum, the Project must continue to meet the criteria sufficient to retain 12 points.

Applicable

35. As specified in Section 5144(c) of the Committee's Regulations, sponsors will be required to utilize CTCAC's Compliance Manual specifically Section VI: Qualify Tenants for Low Income Housing Tax Credit Units, to verify tenant income in conjunction with initial occupancy. No less than every three (3) years after the project is completed, the Sponsor must collect and retain the following income and verification documentation related to all the Federally Bond-Restricted units identified in the Committee Resolution: CTCAC Tax Income Calculation (TIC) or equivalent documentation, all associated source income documentation, evidence of the verifying income computation and unit lease.

Applicable

36. As specified in Section 5144(d) of the Committee's Regulations, compliance with the income and rental requirements of the Federally Bond-Restricted Units identified in the Committee Resolution and the Bond Regulatory Agreement must be demonstrated by the Applicants initial review of 20% of all management files associated with the Federally Bond-Restricted units and subsequent review every three years of 20% of all management files associated with the Federally Bond-Restricted units.

Applicable

37. As specified in Section 5144(e) of the Committee's Regulations, applicants are required to ensure an onsite inspection as well as an on-site review of the 20% Federally Bond-Restricted units is performed every 3 years after the Qualified Project Period has commenced.

The following entity will conduct the site and file inspections:

Not Applicable

STATE OF CALIFORNIA
CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE
ACCOUNTING SERVICES
901 P Street, Suite 213A
Sacramento, CA 95814
(916) 653-3255

FILING FEE INVOICE

PAYMENT IS DUE WITHIN 30 DAYS OF BOND CLOSING

Date: August 6, 2024

Application No.: 24-511

Analyst Initials: ED

To: Jon Penkower
Managing Director
California Statewide Communities Development Authority
1700 North Broadway, Suite 405
Walnut Creel, CA 94596

2nd Installment of fee levied pursuant to Section 8869.90 of the California Government Code:

NAME OF ISSUER: California Statewide Communities Development Authority

NAME OF PROJECT: Costa Mesa M6

ALLOCATION AWARD DATE: August 6, 2024

ALLOCATION AWARD AMOUNT: \$23,185,979

<u>AMOUNT DUE:</u>	Allocation award x .00035	=	\$	8,115.09
	Less initial application fee	=	-\$	1,200.00
	Amount Due	=	\$	6,915.09

If the amount of allocation used is less than the amount of allocation awarded

To determine the revised amount due, complete the following ***only if*** the amount of allocation used is less than the amount of allocation awarded, and remit the ***revised*** amount due. The application fee is based on the amount of allocation used to issue bonds.

<u>REVISED AMOUNT DUE:</u>	Amount issued x .00035	=	\$	
	Less initial application fee	=	-\$	1,200.00
	Revised Amount Due	=	\$	

How to Make a Payment

If paying by Check

Make sure the Check has:

- Project Name and Application Number
- CDLAC as Payee
- Amount Due or Revised Amount Due (see above)

Send Check to Address listed above with this Invoice.

If paying Online

- Go to: <https://www.treasurer.ca.gov/cdlac/payment.asp>



CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

901 P Street, Suite 213A
Sacramento, CA 95814
p (916) 654-6340
f (916) 654-6033
www.treasurer.ca.gov/ctcac

MEMBERS
FIONA MA, CPA, CHAIR
State Treasurer

MALIA M. COHEN
State Controller

JOE STEPHENSHAW
Director of Finance

GUSTAVO VELASQUEZ
Director of HCD

TIENA JOHNSON HALL
Executive Director of CalHFA

EXECUTIVE DIRECTOR
MARINA WIAINT

**Reservation Letter
Tax Exempt**

August 6, 2024

Angela Heyward
Costa Mesa M6 LP
3416 Via Oporto, Ste 301
Newport Beach, CA 92663

Email: angela@communitydevpartners.com

RE: CA-24-511 / Costa Mesa M6
2274 Newport Boulevard
Costa Mesa, CA 92627

Dear Angela Heyward,

The California Tax Credit Allocation Committee (CTCAC), in its role as administrator of the federal and California Low Income Housing Tax Credit programs (Tax Credit programs) established by Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"), and Sections 12206, 17058 and 23610.5 of the California Revenue and Taxation Code, respectively, hereby reserves for the project referenced above low-income housing tax credits in the following amount(s) and under the following conditions and limitations:

\$1,904,479 in federal Tax Credits annually for each of ten years (applicable percentage of 4.00%);

These credit amounts have been calculated using a qualified basis and applicable percentage identified in the attached staff report. While the actual qualified basis may change, the credit amounts of the reservations stated above can be adjusted for projects requesting credit under Regulation Section 10326 at the time of placed-in-service.

CTCAC has reviewed all documentation required to be submitted before issuance of this letter and finds them to be acceptable and in accordance with the Qualified Allocation Plan. Additionally, CTCAC conducted its initial evaluation to determine the appropriate amount of tax credits needed for financial feasibility and long-term viability.

This evaluation is performed to assess whether development and operating costs are reasonable, that program requirements are being adhered to and that no more tax credits are awarded than are needed to fill the gap left after considering all other committed funding. Any special conditions stated in the attached staff report must be adhered to.

This reservation of tax credits is conditioned upon the receipt of a tax-exempt bond allocation no later than August 6, 2024.

This reservation is further conditioned upon the project's owner providing CTCAC with an updated development timetable by either December 31 of the year following the year the project received its reservation of Tax Credits for rehabilitation projects, or by December 31 of the second year following the year the project received its reservation of Tax Credits for new construction projects, as required under Regulation Section 10326(j).

This Reservation is further conditioned upon the project owner's constructing, purchasing, or rehabilitating the project in accordance with the application submitted to CTCAC and upon the owner placing the project in service within the time periods allowed by law and regulation. This Reservation is further conditioned upon the owner posting project signage at the construction site in a manner consistent with criteria outlined on the CTCAC website at: <http://www.treasurer.ca.gov/ctcac/signage/memo.pdf>. The allocation may be rescinded if satisfactory progress toward completion is not maintained. Within one year from the project's actual placed in service date, the Applicant must request from CTCAC the issuance of Internal Revenue Service (IRS) Form(s) 8609 and submit the required documentation as specified in CTCAC Regulation Section 10328(e). Prior to issuance of IRS Form 8609, the project owner must submit to CTCAC the following in the form of a CD/DVD/flash drive (Please do not submit these documents in a binder):

- an updated application (in MS Excel format) which shows in every respect what changes have occurred or are being proposed from the application upon which this Reservation was made (all changes are subject to approval by the Committee);
- all documents under Regulation Section 10322(i); and
- all documents required at Placed in Service are located on the CTCAC website at: <https://www.treasurer.ca.gov/ctcac/inservice/STOhome.asp>

Internal Revenue Procedure 94-57 allows owners of qualified housing projects to specify the date on which the gross rent floor described in Section 42(g)(2)(A) of the Internal Revenue Code of 1986, as amended (the "Code") will take effect. The IRS will treat the gross rent floor as taking effect on the date of this reservation under Code Section 42(h)(1). However, the IRS will treat the gross rent floor as taking effect on a building's placed in-service date if the building owner designates that date as the date on which the gross rent floor will take effect for the building. The project owner must make this designation to use the placed in-service date no later than the date on which the building is placed in service. If elected, the CTCAC election form on our website (<http://www.treasurer.ca.gov/ctcac/inservice/STOhome.asp>) will be required to be submitted with the rest of the items listed above prior to issuance of IRS Form 8609.

Before issuance of IRS Form 8609, the project owner will be required to sign a CTCAC Regulatory Agreement and lease rider, if applicable, which will bind current and future owners to covenants previously agreed to by the project owner and CTCAC. The project will be monitored by CTCAC for the duration of the compliance period to ensure that the project is abiding by all covenants. Projects will be charged a one-time monitoring fee of \$700 per unit. This fee must be paid before any tax forms will be issued and/or the Regulatory Agreement will be recorded. (Credits cannot be claimed if the Agreement has not been recorded.)

Within 20 days of the date of this reservation, **by 5:00 p.m. on August 26, 2024, the applicant must provide a payment in the amount of \$19,045**, which is the reservation fee required for this project. Please submit an electronic payment by visiting the CTCAC website <https://www.treasurer.ca.gov/ctcac/>. If preferred, a check may be made out to CTCAC. The reservation fee is not refundable.

By accepting this Reservation, the owner understands and accepts the risks that the U.S. Congress, U.S. Department of the Treasury, or the State of California may change the requirements for the award of tax

credits by subsequent enactment of law or regulation. The owner further acknowledges that it has consulted its own tax advisor as to any consequences related to this Reservation or eventual award of tax credits.

Applicant acknowledges that it is under an affirmative obligation to advise CTCAC of any material change in the nature or composition of the owner or the development team or of any of the specifics of the Project set forth in the Application.


Moreover, even after the reservation of tax credits, the amount of such reservation may be adjusted if, upon the initial and subsequent feasibility determinations, CTCAC determines that the Project received more credits than are necessary for financial feasibility of the Project. In addition, CTCAC may rescind a reservation of credits in the event that the maximum amount of credits achievable is insufficient for financial feasibility of the Project.

CTCAC accepts no responsibility for any adverse consequences to the owner if the owner chooses to proceed with the project based upon this Reservation. Upon mutual consent with the CTCAC, the project's Reservation may be canceled, and the credits returned to CTCAC to be reused (IRC Sec. 42(h)(3)(C)(iii)).

The owner is advised that CTCAC is required by law to perform a financial evaluation of your project after it is placed in service and before issuance of tax forms. CTCAC has the responsibility to determine the reasonableness of all costs included in the development of this project. The evaluation and reasonableness determination may result in the denial of any allocation of tax credits or a reduction in the amount of tax credits finally allocated to this project. If the feasibility analysis indicates that less credits are allowable, the credit allocation will be adjusted accordingly, and the excess credits must be returned.

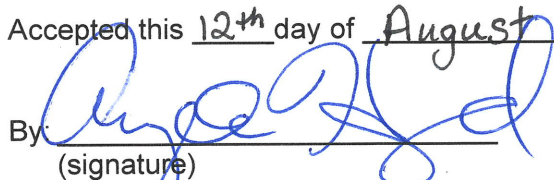
Please examine the provisions of this Reservation carefully and advise me promptly if there are any errors contained herein. If you agree to the terms of this Reservation, please sign, and date this form and deliver the **reservation letter and reservation fee no later than 5:00 p.m. on August 26, 2024**, to the CTCAC at 901 P Street, Suite 213A, Sacramento, CA 95814. You are encouraged to keep a copy of this document for your records.

Executed this 6th day of August 2024.



By: _____
Marina Wiant
Executive Director

Accepted this 12th day of August, 2024.



By: _____
(signature)

Angela Heyward
(type or print name)

Development Director SW Region
(type or print title)

**CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE
CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE
Project Staff Report
Qualified Private Activity Tax-Exempt Bond Project
August 6, 2024**

Costa Mesa M6, located at 2274 Newport Boulevard in Costa Mesa on a 1.17 acre site, requested and is being recommended for a reservation of \$1,904,479 in annual federal tax credits and \$23,185,979 of tax-exempt bond cap to finance the adaptive reuse of 87 units of housing, consisting of 86 restricted rental units, and 1 unrestricted manager's unit. The project has 86 studio units, and 1 two-bedroom unit, serving tenants with rents affordable to households earning 30%-50% of area median income (AMI). The building will be four 2-story buildings and Type V-A construction with wood frame and stucco exterior. Common amenities include laundry rooms, community TV lounge and game room, computer business center, dog park, community room with demonstration & warming kitchen, podium deck, fitness room, bicycle parking and storage, community garden, on-site property management office and on-site supportive services providers. Each unit will have refrigerator, range/oven, microwave. The rehabilitation is expected to begin in December 2024 and be completed in January 2026. The project will be developed by Community Development Partners and is located in Senate District 37 and Assembly District 73.

The project will be receiving rental assistance in the form of HUD Section 8 Project-based Vouchers.

Project Number CA-24-511

Project Name Costa Mesa M6
Site Address: 2274 Newport Boulevard
 Costa Mesa , CA 92627
County: Orange
Census Tract: 632.01

Tax Credit Amounts	Federal/Annual	State/Total
Requested:	\$1,904,479	\$0
Recommended:	\$1,904,479	\$0

Tax-Exempt Bond Allocation
 Recommended: \$23,185,979

CTCAC Applicant Information
 CTCAC Applicant / CDLAC Sponsor: Costa Mesa M6 LP
 Contact: Teresa Pakalski
 Address: 3416 Via Oporto, Ste 301
 Newport Beach, CA 92663
 Phone: 262-4903939
 Email: teresa@communitydevpartners.com

Bond Financing Information
 CDLAC Applicant/Bond Issuer: California Statewide Communities Development Authority
 Bond Counsel: Orrick, Herrington & Sutcliffe LLP
 Private Placement Purchaser: Citibank, N.A.

Development Team

General Partner(s) or Principal Owner(s):	CDP Costa Mesa M6 LLC CM Mercy House CHDO LLC
General Partner Type:	Joint Venture
Parent Company(ies):	Community Development Partners Mercy House CHDO, Inc.
Developer:	Community Development Partners
Investor/Consultant:	R4 Capital
Management Agent:	FPI Management

Project Information

Construction Type:	Adaptive Reuse	
Total # Residential Buildings:	4	
Total # of Units:	87	
No. / % of Low Income Units:	86	100.00%
Average Targeted Affordability:	40.69%	
Federal Set-Aside Elected:	40%/60%	
Federal Subsidy:	Tax-Exempt / HUD Section 8 Project-based Vouchers (40 Units - 47%)	

Information

Housing Type:	Non-Targeted
Geographic Area:	Orange County
Set Aside:	Homeless Set Aside
Homeless Set Aside Units:	40
CDLAC Project Analyst:	Erin Deblaquiere
CTCAC Project Analyst:	Dylan Hervey

55-Year Use / Affordability

Aggregate Targeting	Number of Units	Percentage of Affordable Units
30% AMI:	40	47%
50% AMI:	46	53%

Unit Mix

86 SRO/Studio Units
<u>1 2-Bedroom Units</u>
87 Total Units

Unit Type & Number	2023 Rents Targeted % of Area Median Income	Proposed Rent (including utilities)
40 SRO/Studio	30%	\$753
46 SRO/Studio	50%	\$1,256
1 2 Bedrooms	Manager's Unit	\$0

Project Cost Summary at Application

Land and Acquisition	\$20,050,000
Construction Costs	\$12,310,804
Construction Hard Cost Contingency	\$1,270,813
Soft Cost Contingency	\$155,169
Architectural/Engineering	\$437,000
Const. Interest, Perm. Financing	\$2,824,646
Legal Fees	\$250,000
Reserves	\$383,526
Other Costs	\$926,362
Developer Fee	\$5,459,521
Total	\$44,067,841

Residential

Construction Cost Per Square Foot:	\$383
Per Unit Cost:	\$506,527
Estimated Hard Per Unit Cost:	\$124,126
True Cash Per Unit Cost*:	\$386,746
Bond Allocation Per Unit:	\$266,506
Bond Allocation Per Restricted Rental Unit:	\$269,604

Construction Financing

Source	Amount
Citibank: Tax-Exempt	\$23,185,979
City of Costa Mesa	\$2,350,000
County of Orange	\$5,350,000
Seller Carryback	\$7,432,200
Cal Optima Grant	\$1,000,000
Deferred Costs	\$383,526
Deferred Developer Fee	\$2,633,073
Tax Credit Equity	\$1,733,063

Permanent Financing

Source	Amount
Citibank: Tax-Exempt	\$5,870,000
City of Costa Mesa	\$2,350,000
County of Orange	\$5,350,000
Orange County: HFT ¹	\$1,746,191
Seller Carryback	\$7,432,200
Cal Optima Grant	\$1,000,000
Deferred Developer Fee	\$2,988,696
Tax Credit Equity	\$17,330,754
TOTAL	\$44,067,841

*Less Fee Waivers, Seller Carryback Loans, and Deferred Developer Fee

¹Orange County: Housing Finance Trust

Determination of Credit Amount(s)

Requested Eligible Basis:	\$19,201,327
130% High Cost Adjustment:	Yes
Requested Eligible Basis (Acquisition):	\$22,655,000
Applicable Fraction:	100.00%
Qualified Basis:	\$24,961,725
Qualified Basis (Acquisition):	\$22,655,000
Applicable Rate:	4.00%
Maximum Annual Federal Credit, Rehabilitation:	\$998,279
Maximum Annual Federal Credit, Acquisition:	\$906,200
Total Maximum Annual Federal Credit:	\$1,904,479
Approved Developer Fee (in Project Cost & Eligible Basis):	\$5,459,521
Investor/Consultant:	R4 Capital
Federal Tax Credit Factor:	\$0.91000

Except as allowed for projects basing cost on assumed third party debt, the “as if vacant” land value and the existing improvement value established at application for all projects, as well as the eligible basis amount derived from those values, shall not increase during all subsequent reviews including the placed in service review, for the purpose of determining the final award of Tax Credits. The sum of the third party debt encumbering the property may increase during subsequent reviews to reflect the actual amount.

CTCAC Significant Information / Additional Conditions: None.

CDLAC Analyst Comments

None

Resyndication and Resyndication Transfer Event. None.

Standard Conditions

If applicant is receiving tax-exempt bond financing from other than CalHFA, the applicant shall apply for a bond allocation from the California Debt Limit Allocation Committee’s next scheduled meeting, if not previously granted an allocation; shall have received an allocation from CDLAC; and, shall issue bonds within time limits specified by CDLAC.

The applicant anticipates financing more than 50% of the project aggregate basis with tax-exempt bond proceeds as calculated by the project tax professional. Therefore, the federal credit reserved for this project will not count against the annual ceiling.

State tax credit recipients are limited to cash distributions from project operations pursuant to California Revenue and Taxation Code Section 12206(d). By accepting the tax credit reservation, the applicant/owner is agreeing to comply with the statutory limitations and requirements.

CTCAC makes the preliminary reservation only for the project specified above in the form presented, and involving the parties referred to in the application. No changes in the development team or the project as presented will be permitted without the express approval of CTCAC.

The applicant must pay CTCAC a reservation fee calculated in accordance with regulation. Additionally, CTCAC requires the project owner to pay a monitoring fee before issuance of tax forms.

As project costs are preliminary estimates only, staff recommends that a reservation be made in the amount of federal credit and state credit shown above on condition that the final project costs be supported by itemized lender approved costs and certified costs after the buildings are placed in service.

All unexpended funds in reserve accounts established for the project must remain with the project to be used for the benefit of the property and/or its residents, except for the portion of any accounts funded with deferred developer fees.

All fees charged to the project must be within CTCAC limitations. Fees in excess of these limitations will not be considered when determining the amount of credit when the project is placed-in-service.

If the applicant has requested the use of a CUAC utility allowance, CTCAC's Compliance staff will review the CUAC documentation for this project prior to placed in service. Until written approval is received from CTCAC, this project is not eligible to use a utility allowance based on the CUAC.

The applicant/owner shall be subject to underwriting criteria set forth in Section 10327 of the regulations through the final feasibility analysis performed by CTCAC at placed-in-service.

Credit awards are contingent upon applicant's acceptance of any revised total project cost, qualified basis and tax credit amount determined by CTCAC in its final feasibility analysis.

CDLAC Additional Conditions

The applicant/owner is required to comply with the CDLAC Resolution. At the time of the CTCAC placed in service review, CTCAC staff will verify that the project is in compliance with all applicable items of CDLAC Resolution Exhibit A.

If points were awarded by CDLAC for housing type, the project shall comply with the housing type requirements at the time of CTCAC's Placed In Service review. The housing type requirement shall be conditioned in the CTCAC Regulatory Agreement and CTCAC Compliance staff shall verify the project is meeting those housing type requirements, consistent with California Code of Regulations, title 4, section 10322(i).

Point Criteria	New Const. Max. Points	Rehabilitation Max. Points	Points Scored
Preservation and Other Rehabilitation Project Priorities	0	20	0
New Construction Density and Local Incentives	10	0	10
Exceeding Minimum Income Restrictions	20	20	20
Exceeding Minimum Rent Restrictions	10	10	10
General Partner Experience	7	7	7
Management Company Experience	3	3	3
Housing Needs	10	0	10
Leveraged Soft Resources	8	8	8
Readiness to Proceed	10	10	10
Affirmatively Furthering Fair Housing	10	0	9
Site Amenities	10	10	10
Service Amenities	10	10	10
Cost Containment	12	12	12
Negative Points	No Maximum		0
Total Points	120	110	119

The criteria for which points are awarded will also be incorporated into the Resolution transferring Allocation to the Applicant as well as the appropriate bond documents and loan and finance agreements.

Tie Breaker: 121.118%

ORIGIN ID:TWHA (949) 467-1344
COMMUNITY DEVELOPMENT PARTNERS
COMMUNITY DEVELOPMENT PARTNERS
3416 VIA OPORTO
SUITE 301
NEWPORT BEACH, CA 92663
UNITED STATES US

SHIP DATE: 19AUG24
ACTWGT: 1.00 LB
CAD: 103715921/INET4535

BILL SENDER

TO **CTCAC**

**901 P STREET
SUITE 213A
SACRAMENTO CA 95814**

583J6/A12D9AE3

(916) 654-6340

REF: COSTA MESA M6 (CA-24-511)

INV:

PO:

DEPT:



**THU - 22 AUG 5:00P
EXPRESS SAVER**

TRK#

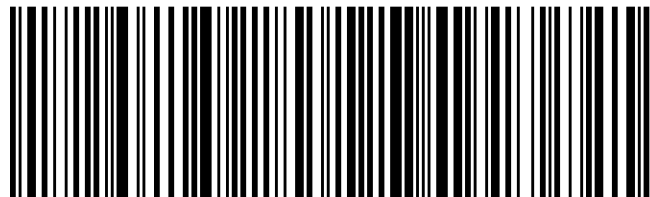
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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF EXEMPT FACILITY BONDS FOR THE MESA VISTA APARTMENTS

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “Agreement”), among certain local agencies throughout the State of California, including the City of Costa Mesa (the “City”), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, Costa Mesa M6 LP or a partnership of which Community Development Partners (the “Developer”) or a related person to the Developer is the general partner, has requested that the Authority adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$25,000,000 in outstanding aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, construction and development of a multifamily rental housing project located at 2274 Newport Boulevard, Costa Mesa, California (the “Project”); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, the Bonds are required to be approved by the “applicable elected representative” of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this “City Council”) are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 7 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the “Refunding Bonds”), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COSTA MESA AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. This resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Costa Mesa at a regular meeting of said Council held on the _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-387

Meeting Date: 11/19/2024

TITLE:

PUBLIC HEARING REGARDING THE DEVELOPMENT IMPACT FEES ANNUAL REPORT AND THE TRAFFIC IMPACT FEE ANALYSIS FOR THE FISCAL YEAR ENDED JUNE 30, 2024

DEPARTMENT: FINANCE AND PUBLIC WORKS DEPARTMENTS

PRESENTED BY: CAROL MOLINA, FINANCE DIRECTOR / RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: CAROL MOLINA, FINANCE DIRECTOR, (714) 754-5243 / RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR, (714) 754-5343

RECOMMENDATION:

Staff recommends the City Council:

1. Receive and file the Development Impact Fees Annual Report (Attachment 1) for the Fiscal Year ended June 30, 2024.
2. Adopt resolution (Attachment 2) continuing the citywide traffic impact fee for new development that incorporates recommendations from the Traffic Impact Fee Ad Hoc Committee and staff, which include:
 - Adopt a traffic impact fee of \$228 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 (Attachment 6).

BACKGROUND:

Pursuant to the Mitigation Fee Act (California Government Code Sections 66001 through 66009), the City Council established certain Development Impact Fees (DIFs) that must be paid by developers of property to help offset some (or all) of the cost of public facilities related to the development project. The DIFs are for Park Development Impact Fees, Drainage Impact Fees, Traffic Impact Fees, and Fire Systems Development Fees.

The Mitigation Fee Act requires that City Council approve an annual report that provides information about the DIFs. These fees are required to be deposited into their own separate accounts or funds. The law also requires that certain findings be made in association with accumulated DIFs after the deposit into their respective account or fund.

ANALYSIS:

Reporting requirements under California Government Code 66006 specify that the City must prepare annual reports of Development Impact Fees within 180 days of the close of the fiscal year.

The reports must describe the fee, the amount of the fees collected, interest earned, and identification of any expenditures from those funds. The code also specifies that reports must be reviewed by the City Council at a regularly scheduled meeting not less than 15 days following release to the public. The FY 2023-24 Development Impact Fee Annual Report was released for public review on November 4, 2024.

The FY 2023-24 Development Impact Fee Annual Report is attached for City Council's review and approval (Attachment 1). A summary of the fees collected, and expenditures incurred in FY 2023-24 are included in the Financial Summary Report section.

Staff recommends that the City Council receive and file this Annual Report. Staff also requests the adoption of the attached resolution (Attachment 2), continuing the citywide traffic impact fee for new development in the City. The resolution incorporates the recommendations from the Traffic Impact Fee Ad Hoc Committee and staff.

Traffic Impact Fee Ad Hoc Committee - Annual Review

The Traffic Impact Fee Ad Hoc Committee and staff met on October 29, 2024 to review the traffic impact fee program and calculation. Recently completed projects, consideration of active transportation projects, and the available traffic impact fee fund balance were accounted for in this review.

Attachment 4 provides the calculation of the traffic impact fee of \$228 per Average Daily Trip (ADT) based on a revised list of capital improvement projects and the inclusion of Active Transportation projects. The Committee deliberated an option to continue the current traffic impact fee of \$235 per ADT or to reduce the traffic impact fees to \$228 per ADT. The discussion focused on the current balance of the traffic impact fee fund which is adequate to fund projects over the next two-to-three years and the upcoming study to review traffic impact fees taking into account future housing development as part of rezoning to meet state goals.

Following a review of the fee analysis and staff input, the Ad Hoc Committee recommended to adopt the calculated traffic impact fee of \$228 per ADT with the inclusion of Active Transportation projects in the Traffic Impact Fee program.

In addition, the Ad Hoc Committee recommended to continue the allocation of up to ten percent (10%) of traffic impact fees towards traffic signal synchronization projects. The Ad Hoc Committee also recommended to continue to provide a five percent (5%) reduction in automobile trips for

development projects due to the implementation of the Active Transportation Plan (ATP) and an additional five percent (5%) reduction in ADT if a development proposes to implement active transportation improvements beyond typical code requirements. The improvements must be substantial such as the addition of a multipurpose trail, conversion of lower-class active bicycle facility to a higher-class bicycle facility, or enhanced pedestrian improvements in the vicinity of the project.

The Fiscal Year 2023-24 Traffic Impact Report (Attachment 6) depicts the opening balance, the ending balance on June 30, 2024, interest earned, revenues, expenditures, and unexpended funds from the Citywide Traffic Impact Fee Account. This attachment also shows that there are no funds unexpended or uncommitted in the account five (5) or more years after deposit and that no administrative costs have been charged to the fee account. The accounting was presented to the Committee at their meeting on October 29, 2024, and was approved.

As required by the Government Code, the updated Capital Improvement Plan (CIP) is contained in the Fiscal Year 2024-25 Adopted Budget and remains valid for the current traffic impact fee review. The traffic impact fee account information, including the interest earned, shown in Attachment 6, is available for public review.

ALTERNATIVES:

The City Council may choose to reject all, or part of the Annual Report as presented. California Government Code Section 66006 requires that the report be reviewed at a public meeting. The City Council may choose to modify the Committee recommendation on traffic impact fees to continue the current \$235 per ADT. If this alternative is selected, the resolution will be modified to reflect City Council action.

FISCAL REVIEW:

The change to the traffic impact fee from \$235 to \$228 represents a reduction of \$7 per ADT or 3% decrease from the current fee. If approved, the fiscal impact from the reduced fee will be a decrease of an estimated \$5,500 from the prior fiscal year revenue. This report is legally required annually for the development impact fee activity and traffic impact fee analysis for the Fiscal Year ended June 30, 2024.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council:

1. Receive and file the Development Impact Fees Annual Report (Attachment 1) for the Fiscal Year ended June 30, 2024.

2. Adopt the attached resolution (Attachment 2) continuing the citywide traffic impact fee for new development that incorporates recommendations from the Traffic Impact Fee Ad Hoc Committee and staff, which include:
- Adopt a traffic impact fee of \$228 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 (Attachment 6).



CITY OF COSTA MESA

FY2023-24 DEVELOPMENT IMPACT FEE REPORT

NOVEMBER 19, 2024

**CITY OF COSTA MESA
77 FAIR DRIVE
COSTA MESA, CA 92626**



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City Leadership



JOHN STEPHENS
MAYOR



JEFFREY HARLAN
MAYOR PRO TEM
DISTRICT 6



DON HARPER
COUNCIL MEMBER
DISTRICT 1



LOREN GAMEROS
COUNCIL MEMBER
DISTRICT 2



ANDREA MARR
COUNCIL MEMBER
DISTRICT 3



MANUEL CHAVEZ
COUNCIL MEMBER
DISTRICT 4



ARLIS REYNOLDS
COUNCIL MEMBER
DISTRICT 5

City Official Directory

City Manager’s Office

City Manager Lori Ann Farrell Harrison

Department Directors

City Attorney’s Office Kimberly Barlow
Community Development Services..... Carrie Tai
Finance..... Carol Molina
Information Technology Steve Ely
Parks and Community Services..... Brian Gruner
Public Services Raja Sethuraman

Public Safety

Fire and Rescue Daniel Stefano
Police Ronald Lawrence

Legal Requirements for Development Impact Fee Reporting

Legal Requirements for Development Impact Fee Reporting

California Government Code Section 66006 (b)

California Government Code Section 66006 (b) defines the specific reporting requirements for local agencies that impose AB 1600 DIFs on new development. Annually, for each separate fund established for the collection and expenditure of DIFs, the local agency shall, within 180 days of the close of the fiscal year, make available to the public the information shown below for the most recent fiscal year.

- a) A brief description of the type of fee in the account or fund.
- b) The amount of the fee.
- c) The beginning and ending balance of the account or fund.
- d) The amount of the fees collected and interest earned.
- e) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- f) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
- g) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
- h) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

California Government Code Section 66001

For all funds established for the collection and expenditure of DIFs, California Government Code Section 66001 (d) has additional requirements. For the fifth fiscal year following the first deposit into the fund and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the fund remaining unexpended, whether committed or uncommitted:

- a) Identify the purpose to which the fee is to be put.
- b) Demonstrate a reasonable relationship between the fee and purpose for which it is charged.
- c) Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements identified in paragraph (2) of subdivision (a).
- d) Designate the approximate dates on which the funding referred to in subparagraph (c) is expected to be deposited into the appropriate account or fund.

California Government Code Section 66002

The State of California Government Code Section 66002 states that:

- a) Any local agency, which levies a fee subject to Section 66001, may adopt a capital improvement plan, which shall indicate the approximate location, size, time of availability, and estimates of cost for all facilities or improvements to be financed with the fees.
- b) The capital improvement plan shall be adopted by, and shall be annually updated by, a resolution of the governing body of the local agency adopted at a noticed public hearing. Notice of the hearing shall be given pursuant to Section 65090. In addition, mailed notice shall be given to any city or county, which may be significantly affected by the capital improvement plan. This notice shall be given no later than the date the local agency notices the public hearing pursuant to Section 65090. The information in the notice shall be not less than the information contained in the notice of public hearing and shall be given by first-class mail or personal delivery.
- c) "Facility" or "improvement," as used in this section, means any of the following:
 - 1. Public buildings, including schools and related facilities; provided that school facilities shall not be included if Senate Bill 97 of the 1987-88 Regular Session is enacted and becomes effective on or before January 1, 1988.
 - 2. Facilities for the storage, treatment, and distribution of nonagricultural water.
 - 3. Facilities for the collection, treatment, reclamation, and disposal of sewage.
 - 4. Facilities for the collection and disposal of storm waters and for flood control purposes.
 - 5. Facilities for the generation of electricity and the distribution of gas and electricity.
 - 6. Transportation and transit facilities, including but not limited to streets and supporting improvements, roads, overpasses, bridges, harbors, ports, airports, and related facilities.
 - 7. Parks and recreation facilities.
 - 8. Any other capital project identified in the capital facilities plan adopted.

Description of Development Impact Fees with Corresponding Fee Schedule

Park Development Impact Fees (Quimby Act Fees)

Fee Description: This fee provides funding for additional or improved park and/or recreation facility improvements for which the need is generated by new development within the City.

Fee Schedule: The table below indicates the applicable park development fee per unit that will be applied to new residential projects based on the net increase in residential units.

Development	Fee per Unit
Single-family Dwelling Unit	\$13,572.00
Multi-family Dwelling Unit	\$13,829.00
Apartment Dwelling Unit	\$5,000.00

Drainage Impact Fees

Fee Description: This fee provides funding for additional construction and maintenance of the City's drainage system for which the need is generated by new development or redevelopment within the City.

Fee Schedule: The table below indicates the applicable drainage impact fee per acre that will be applied to new or redeveloped projects.

Development Type	Fee per Acre
Low Density Residential Use	\$6,283.00
Medium Density Residential Use	\$7,539.00
High Density Residential Use	\$10,052.00
Commercial / Industrial Density Residential Use	\$11,309.00

Traffic Impact Fees

Fee Description: This fee provides funding for additional or improved traffic signal, operation, and infrastructure improvements for which the need is generated by new or expanding development within the City.

Fee Schedule: The citywide Traffic Impact Fee is assessed on the increased number of average daily trips generated by the proposed project. The City Council adopted a fee of \$235 per daily trip on November 13, 2018. On December 17, 2020, the City Council voted to continue the Traffic Impact fees at \$235 per daily trip. Additionally, Council voted to continue with the Traffic Impact fees at \$235 per daily in 2021 through 2023.

Fire System Development Fees

Fee Description: This fee provides funding for additional fire protection facilities, equipment, and paramedic support for which the need is generated by future development within the North Costa Mesa area. This fee is only levied against five identified developments: Home Ranch, South Coast Plaza Town Center, South Coast Metro Center, and Sakioka Farms' Lots 1 and 2.

Fee Schedule: The fee is \$0.285 per square foot of new commercial, industrial or residential development.

Cannabis Traffic Impact Fees

Fee Description: This fee provides funding for additional or improved traffic signal, operation, and infrastructure improvements within the City for which the need is generated by the cannabis retail establishments.

Fee Schedule: The citywide Cannabis Traffic Impact Fee is assessed on the increased number of average daily trips generated by the proposed project. The City Council adopted a fee of \$235 per daily trip on November 13, 2018. On December 17, 2020, the City Council voted to continue the Traffic Impact fees at \$235 per daily trip which is the same for the Cannabis Traffic Impact Fee. Additionally, Council voted to continue with the Traffic Impact fees at \$235 per daily in 2021 through 2023.

Statement of Revenues, Expenditures and Changes in Fund Balance

A summary of activities in each type of development impact fee for fiscal year ended June 30, 2024 is shown below:

Statement of Revenues, Expenditures and Changes in Fund Balance for the Fiscal Year Ended June 30, 2024* Development Impact Fees

Description	Park Development Fees	Drainage Fees	Traffic Impact Fees	Fire System Development Fees	Cannabis Traffic Impact Fees
Revenue					
Fees	142,599	81,807	39,292		91,309
Investment Earnings	111,635	94,516	208,066	15,059	21,351
Other					
Revenue Total	254,234	176,323	247,358	15,059	112,660
Expense					
Expenditures	787,431	183,061	1,490,325	0	0
Other					
Transfers Out					
Expense Total	787,431	183,061	1,490,325	0	0

Rev Over(Under) Exp	(533,197)	(6,738)	(1,242,967)	15,059	112,660
Begin Fund Balance	2,872,722	2,174,951	5,840,901	639,122	435,436
End Fund Balance	2,339,525	2,168,213	4,597,934	654,181	548,096

**Unaudited actuals*

Financial Summary Reporting and CIP

State law requires an identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the costs of the public improvement that was funded with fees. A summary of improvements for each Development Impact Fee is provided.

PARK DEVELOPMENT FEES (QUIMBY ACT FEES)

Statement of Revenues, Expenditures and Changes in Fund Balance for the Last Five Years:

Description	For the Fiscal Year Ended June 30					
	2019	2020	2021	2022	2023	2024*
Revenue						
Fees	2,299,373	1,049,018	766,372	1,278,941	158,327	142,599
Investment Earnings	254,347	223,901	8,022	(100,792)	33,194	111,635
Other			106,966			
Revenue Total	2,553,720	1,272,919	881,359	1,178,149	191,520	254,234
Expense						
Expenditures	1,899,528	1,589,954	1,753,155	2,214,169	934,235	787,431
Other	9,735					
Transfers Out	3,842					
Expense Total	1,913,105	1,589,954	1,753,155	2,214,169	934,235	787,431
Rev Over(Under) Exp	640,615	(317,035)	(871,796)	(1,036,020)	(742,714)	(533,197)
Begin Fund Balance	5,199,672	5,840,286	5,523,251	4,651,456	3,615,436	2,872,722
End Fund Balance	5,840,286	5,523,251	4,651,456	3,615,436	2,872,722	2,339,525

**Unaudited actuals*

Capital Improvement Projects (CIP) for the Last Five Years:

Capital Project	For the Fiscal Year Ended June 30					
	2019	2020	2021	2022	2023	2024*
208 - Park Development Fees						
Tanagr Pk Plygrd Equip Repl				96,786	47,220	
Wilson TeWinkle Park Bridge				18,630	4,273	109,118
Fairview Park Improvements	198,810					344,382
Pk Security Lighting Repl			86,983		102,249	28,919
Jack Hammett Field Upgrade	63,634	3,300	8,796	1,532,681	204,580	106,056
Fairview Pk Master Plan	54,854					151,967
Fairview Park Bluffs	151,406					
Fairview Pk Fence Sign Trail				5,136	762	110
Jordan Pk Playground Equip				96,384	77,371	
TeWinkle Park Lakes Repairs				31,830	86,060	13,885
NCC - Library Development	1,430,824	1,282,483	1,427,452	225,904		
Shalimar Park Improvements					6,940	14,942
Fairview Pk Mstr Plan Update					59,822	
Ketchum-Libolt Park Exp					6,940	12,867
Education Hubs Fairview Pk						5,185
208 - Park Development Fees						
Fund Total	1,899,528	1,285,783	1,523,232	2,007,351	596,218	787,431

Funds held past the fifth year and first deposit

Not applicable at this time. All funds were expended within the five-year timeframe to fund park improvements and/or recreation facility improvements.

Construction Commencement Date for Incomplete Improvements

Not applicable at this time.

Inter-fund Transfers and Loans

No loans were disbursed during this period.

Amount of Refunds

No refunds of any of these funds were made or required in during this period.

DRAINAGE FEES

Statement of Revenues, Expenditures and Changes in Fund Balance for the Last Five Years:

Description	For the Fiscal Year Ended June 30					
	2019	2020	2021	2022	2023	2024*
Revenue						
Fees	268,800	898,498	433,328	348,736	76,516	81,807
Investment Earnings	57,202	78,484	2,100	(57,057)	22,712	94,516
Other					107,327	
Revenue Total	326,002	976,982	435,428	291,679	206,555	176,323
Expense						
Expenditures	56,980	194,127	593,405	145,850	273,825	183,061
Expense Total	56,980	194,127	593,405	145,850	273,825	183,061

Rev Over(Under) Exp	269,022	782,855	(157,977)	145,829	(67,270)	(6,738)
Begin Fund Balance	1,202,491	1,471,513	2,254,368	2,096,392	2,242,221	2,174,951
End Fund Balance	1,471,513	2,254,368	2,096,392	2,242,221	2,174,951	2,168,213

**Unaudited actuals*

Capital Improvement Projects (CIP) Expenditures for the Last Five Years:

Capital Project	For the Fiscal Year Ended June 30					
	2019	2020	2021	2022	2023	2024*
209 - Drainage Fees Fund						
Catch Basin Inserts-Various		9,966	169,750	26,727		29,199
Citywide Storm Drain Impr	56,980	184,161	332,976	108,752	206,984	59,000
Westside Storm Drain Impr				10,370	66,841	89,625
NCC - Library Development			90,679			
209 - Drainage Fees Fund Total	56,980	194,127	593,405	145,850	273,825	177,824

Funds held past the fifth year and first deposit

Not applicable at this time. All funds were expended or committed within the five-year timeframe to fund storm drain improvements.

Construction Commencement Date for Incomplete Improvements

Not applicable at this time.

Inter-fund Transfers and Loans

No loans were disbursed during this period.

Amount of Refunds

No refunds of any of these funds were made or required in during this period.

TRAFFIC IMPACT FEES

Statement of Revenues, Expenditures and Changes in Fund Balance for the Last Five Years:

Description	For the Fiscal Year Ended June 30					
	2019	2020	2021	2022	2023	2024
Revenue						
Fees	182,166	259,298	1,212,500	437,943	601,330	39,292
Investment Earnings	177,173	174,806	(9,496)	(143,170)	60,376	208,066
Other			1,855		7,167	
Revenue Total	359,339	434,104	1,204,859	294,773	668,873	247,358
Expense						
Expenditures	67,090	220,544	404,704	127,222	485,738	1,490,325
Other		75,000				
Expense Total	67,090	295,544	404,704	127,222	485,738	1,490,325
Rev Over(Under) Exp	292,279	138,560	800,155	167,552	183,135	(1,242,967)
Begin Fund Balance	4,259,250	4,551,499	4,690,059	5,490,214	5,657,766	5,840,901
End Fund Balance	4,551,499	4,690,059	5,490,214	5,657,766	5,840,901	4,597,934

**Unaudited actuals*

Capital Improvement Projects (CIP) Expenditures for the Last Five Years:

Capital Projects	For the Fiscal Year Ended					
	2019	2020	2021	2022	2023	2024*
214 - Traffic Impact Fees Fund						
W 19th St Wallace Av Traf Sig						181,158
Bicycle Racks Citywide			35,032	8,299	28,187	
Hyland/MacArthur Intersct Impr	58,148	23,224				
Adams at Pinecreek Imp				3,831	25,056	
East 17th St. Landscape Enhanc				(2,611)		
Fairview Traffic Signal Sync		10,457	174,575			
Baker/Placntia/19th/Victr TSSP				15,373	138,620	68,810
Sunflower Traff Signal Sync		93,407				
W 17th Design Newport Westside	5,842	48,992				
Newport Blvd Wide 19th to 17th	3,100	43,751	5,731	31,491	52,280	
Class II and III Bicycle Project		712	1,805	12,052	82,152	861,298
Merrimac Way Bicycle Facility			181,847	16,837		
Adams Av Bicycle Facility Project			5,715	6,832		
Bicycle/Pedestrian Infra Lamp					1,976	2,459
Randolph Prkg & Pedestrin Impr				25,792	124,208	
West 18th & Wilson Crosswalks				9,325	15,359	372,750
Fairview Road Improvement Proj					17,900	3,850
214 - Traffic Impact Fees Fund						
Total	67,090	220,544	404,704	127,222	485,738	1,490,325

Funds held past the fifth year and first deposit

Traffic Impact Fee funds are being held passed the fifth year and first deposit. These funds are intended to fund additional or improved traffic signal, operation, and infrastructure improvements for which the need is generated by new or expanding development within the City.

Construction Commencement Date for Incomplete Improvements

Not applicable at this time.

Inter-fund Transfers and Loans

No loans were disbursed during this period.

Amount of Refunds

No refunds of any of these funds were made or required in during this period.

FIRE SYSTEM DEVELOPMENT FEES

Statement of Revenues, Expenditures and Changes in Fund Balance for the Last Five Years:

Description	For the Fiscal Year Ended June 30					
	2019	2020	2021	2022	2023	2024
Revenue						
Fees		469,332				
Investment Earnings	5,865	25,319	45	(15,857)	3,437	15,059
Other						
Revenue Total	5,865	494,651	45	(15,857)	3,437	15,059
Expense						
Expenditures						
Transfers Out						
Expense Total	0	0	0	0	0	0

Rev Over (Under) Exp	5,865	494,651	45	(15,857)	3,437	15,059
Begin Fund Balance	150,981	156,846	651,497	651,541	635,685	639,122
End Fund Balance	156,846	651,497	651,541	635,685	639,122	654,181

**Unaudited actuals*

Capital Improvement Projects (CIP) Expenditures for the Last Five Years:

Capital Projects	For the Fiscal Year Ended June 30					
	2019	2020	2021	2022	2023	2024
218 - Fire System Dev. Fees						
Corp Yard Exhaust System						
218 - Fire System Dev. Fees						
Fund Total	0	0	0	0	0	0

Funds held past the fifth year and first deposit

Fire System Development Fee funds are being held past the fifth year and first deposit. These funds are intended to fund additional fire protection facilities, equipment, and paramedic support for which the need is generated by future development within Costa Mesa.

Construction Commencement Date for Incomplete Improvements

Not applicable at this time.

Inter-fund Transfers and Loans

No loans were disbursed during this period.

Amount of Refunds

No refunds of any of these funds were made or required in during this period.

CANNABIS TRAFFIC IMPACT FEES

Statement of Revenues, Expenditures and Changes in Fund Balance for the Last Five Years:

Description	For the Fiscal Year Ended June 30					
	2019	2020	2021	2022	2023	2024*
Revenue						
Fees					432,659	91,309
Investment Earnings					2,778	21,351
Other						
Revenue Total	0	0	0	0	435,436	112,660
Expense						
Expenditures						
Transfers Out						
Expense Total	0	0	0	0	0	0

Rev Over(Under) Exp					435,436	112,660
Begin Fund Balance					0	435,436
End Fund Balance	0	0	0	0	435,436	548,096

**Unaudited actuals*

Capital Improvement Projects (CIP) Expenditures for the Last Five Years:

Capital Projects	For the Fiscal Year Ended June 30					
	2019	2020	2021	2022	2023	2024*
None	0	0	0	0	0	0

Funds held past the fifth year and first deposit

These funds are intended to fund off-site transportation improvements City-wide. Financing is provided by fees charged to cannabis retail establishments.

Construction Commencement Date for Incomplete Improvements

Not applicable at this time.

Inter-fund Transfers and Loans

No loans were disbursed during this period.

Amount of Refunds

No refunds of any of these funds were made or required in during this period.

Development Impact Fee Project Identification

The City's current, Adopted Budget 2024/25, which includes the Five-Year Capital Improvement Plan (CIP) 2024/25 — 2028/29 can be found on the City's website at:

<https://www.costamesaca.gov/home/showpublisheddocument/55579/638315291587670000>

Funding of Infrastructure

The FY 2024/25 — FY 2028/29 CIP identifies all funding sources and amounts for individual projects through FY 2028/29. The CIP is updated annually to reflect the current City's infrastructure needs. As a CIP is identified, the project is evaluated to determine the portion of the project that will service existing residents and businesses versus new development.

Once the determination of use is made, the percentage of use attributed to new development is then funded by the appropriate development fee based on the type of project. The percentage of use associated with existing residents or businesses are funded from other appropriate sources. Estimated construction start dates for projects are adjusted, as needed, to reflect the needs of the community.

ONGOING/NEW CAPITAL IMPROVEMENT PROJECTS

Park Development Fees

Projects by Fund	FY2024/25 - FY2028/29
208 - Park Development Fees Fund	
700021 - Wilson TeWinkle Park Bridge Repairs	67,981
700027 - TeWinkle Skate Park Expansion	100,000
700054 - Westside Park Development	250,000
700080 - Park Security Lighting/Replacement	33,332
700115 - Jack Hammett Sports Complex ADA Improvements	203,207
700129 - Shalimar Park Improvements	228,118
700133 - Canyon Park Inventory Management Restoration	60,000
700134 - Fairview Park Fence Sign Trail	293,992
700135 - Fairview Park Master Plan Update	177,777
700137 - TeWinkle Park Lakes Repairs	700
700139 - Ketchum-Libolt Park Expansion	30,192
700142 - Brentwood Park Improvements	400,000
700149 - Fairview Park - Education Hubs and Signage	84,815
700150 - Fairview Pk - Mesa Restor & Cult Resource Preservation	1,949,053
208 - Park Development Fees Fund Total	3,879,167

Drainage Fees

Projects by Fund	FY2024/25 - FY2028/29
209 - Drainage Fees Fund	
550008 - Citywide Catch Basin Inserts and Water Quality Improvement	151,189
550011 - Citywide Storm Drain Improvements	495,454
550022 - Westside Storm Drain Improvements	1,433,165
550023 – Placentia Ave Stormwater	125,000
209 - Drainage Fees Fund Total	2,204,808

Traffic Impact Fees

Projects by Fund	FY2024/25 - FY2028/29
214 - Traffic Impact Fees Fund	
300148 - Citywide Bicycle Rack Improvements	178,482
300174 - Adams at Pinecreek Improvements	1,408,566
300181 - Fairview Road Improvement Project	1,503,250
370010 - Mesa del Mar Multi-Model Access	100,000
370039 - Baker/Placentia/19th/Victoria Traffic Signal Synchronization	30,315
450010 - Class II, III, and IV Bicycle Projects	241,983
450014 - Adams Avenue Bicycle Facility Project	740,000
450015 - Bicycle/Pedestrian Infrastructure Improvements	495,564
450016 - Mesa/Santa Ana Bicycle Facility Improvements	100,000
450017 - MV/Peterson Place Class II Bicycle	100,000
214 - Traffic Impact Fees Fund Total	4,898,160

Fire System Development Fees

No current projects to report.

Cannabis Traffic Impact Fees

Projects by Fund	FY2024/25 - FY2028/29
240 – Cannabis Traffic Impact Fees Fund	
450015 – Bicycle Pedestrian Infra Improvements	150,000
240 – Cannabis Traffic Impact Fees Fund Total	150,000

City Council Action and Studies

The following attachments are Development Impact Fees related recent and prior Council Reviews (Traffic Impact Fees and Park Development Fees).

RESOLUTION NO. 2024-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, CONTINUING THE CITYWIDE TRAFFIC IMPACT FEE FOR NEW DEVELOPMENT IN THE CITY OF COSTA MESA AND CONDUCTING THE RELATED ANNUAL REVIEW OF THE CITYWIDE TRAFFIC IMPACT FEE PROGRAM AND CAPITAL IMPROVEMENT PLAN FOR TRANSPORTATION IMPROVEMENTS

WHEREAS, California Government Code section 66000 *et seq.* enables cities to charge fees for transportation facilities; and

WHEREAS, Section 13-274 of the Costa Mesa Municipal Code authorizes the City Council to, by resolution, establish a development impact fee program based on the capital improvement program; and

WHEREAS, in 1993, by Resolution No. 93-43, the City Council established a traffic impact fee program and the rate of the traffic impact fee based upon a Traffic Impact Fee Study; and

WHEREAS, each year since 1993, the City has continued the traffic impact fee program; and

WHEREAS, on November 15, 2022, the City Council established a traffic impact fee of Two Hundred Thirty-Five Dollars (\$235.00) per Average Daily Trip (ADT) based upon a Traffic Impact Fee Study completed in 2018; and

WHEREAS, California Government Code section 66001(d) requires the City to make specified findings every five years with respect to any portion of the traffic impact fees collected that remain unexpended in its account, including (1) identifying the purpose to which the fee is to be put; (2) demonstrating a reasonable relationship between the fee and the purpose for which it is charged; (3) identifying all sources and amounts of funding anticipated to complete financing of incomplete improvements; and (4) designating approximate dates on which the anticipated funding is expected to be deposited into the appropriate account; and

WHEREAS, California Government Code section 66002(b) further requires a separate annual review and update of the City's capital improvement plan for improvements to be paid for by traffic impact fees; and

WHEREAS, California Government Code section 66006(b) requires the City to make available to the public within 180 days of the last day of the fiscal year certain information, including but not limited to, a description of the type of fee, the amount of the fee, the amount of fees collected and the interest earned thereon, identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, identification of an approximate date by which the construction of the public improvement will commence if the City determines that sufficient funds have been collected to complete financing of an incomplete public improvement, and the beginning and ending balance of the traffic impact fee account or fund for the previous fiscal year; and

WHEREAS, the 2016 General Plan requires the City to maintain a traffic impact fee for improvements to the Master Plan of Streets and Highways and that the City review and update the fees on a regular basis; and

WHEREAS, pursuant to the 2016 General Plan and the Costa Mesa Municipal Code, the City has elected to conduct the review of traffic impact fees required by California Government Code section 66001(d) on an annual basis in conjunction with its review of the capital improvement plan required by California Government Code section 66002(b) and the annual accounting required by California Government Code section 66006(b)(1); and

WHEREAS, the City reviewed and updated the capital improvement plan on June 4, 2024 in connection with its Measure M2 reporting; and

WHEREAS, a primary purpose of this resolution is to continue the traffic impact fee based on the 2018 Traffic Impact Fee Study and to enable the City to continue the traffic impact fee; and

WHEREAS, the traffic impact fee is necessary because new development increases the need for transportation/circulation facilities in the City of Costa Mesa not only during peak periods, but throughout the day, and the City transportation/circulation system will be burdened by the demands of carrying vehicles of a larger number of persons and cargo due to new commercial, industrial, and residential uses; and

WHEREAS, the 2015-2035 General Plan as well as Environmental Impact Report No. 1049 indicate that development of new commercial, industrial and residential uses is

expected to exceed current commercial, industrial and residential uses and, accordingly, the City transportation/circulation systems will need to be increased in capacity to carry the increase in the number of vehicles due to new commercial, industrial and residential uses; and

WHEREAS, the Public Works Department has conducted an audit of the accounts for the traffic impact fee program for the fiscal year ending June 30, 2024, which is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, pursuant to California Government Code section 66006, the audit was available for public inspection and review at least fifteen (15) days prior to the City Council review of the audit on November 19, 2024 and notice was mailed to all interested parties on record at least fifteen (15) days prior to the public hearing held on November 19, 2024; and

WHEREAS, the City Council conducted a public hearing on November 19, 2024, received testimony and evidence from interested parties in the City of Costa Mesa, and has evaluated justification for renewal of the traffic impact fee given economic and social factors, as well as average fees charged by surrounding cities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1. The City Council hereby finds that:

- a. The foregoing recitals are true and correct and are incorporated herein by reference.
- b. The purpose of the traffic impact fee is to fund transportation/circulation improvements including active transportation improvements within the City of Costa Mesa which are directly related to the incremental traffic/vehicle burden imposed upon the City transportation/circulation system by the development of new commercial, industrial and residential uses.
- c. The fee will be used to fund transportation and circulation improvements within the City of Costa Mesa.
- d. There is a reasonable relationship between the traffic impact fee's use and the development projects on which the fee is imposed because the transportation/circulation facilities funded by the fee are needed to

accommodate the incremental new traffic/vehicle burdens generated by the development of new commercial, industrial and residential uses upon which the fee is imposed.

- e. There is a reasonable relationship between the need for the transportation/circulation facilities and the development of new commercial, industrial and residential projects upon which the fee is imposed because the new development projects paying the fee will receive a direct benefit from the transportation/circulation facilities funded by the fee; the transportation/circulation facilities funded by the fee will increase traffic/vehicle circulation capacity on streets and highways directly burdened by the increase in traffic/vehicles generated by new development projects upon which the fee is charged; the cost of transportation/circulation facilities attributed to existing deficiencies, existing land uses and population, excess and reserve capacity, and regional transportation needs have been excluded from the fee calculation, and such costs are not included in the fee to be paid by the development.
- f. There is no portion of the fees deposited into the traffic impact fee fund that remains unexpended.
- g. The capital improvement plan is adequate to provide the facilities for which the traffic impact fee is charged and does not need to be amended.
- h. The audit by the Public Works Department set forth in Exhibit "A" accurately reflects the balance of the traffic impact fee account on the fees collected, the interest thereon, and other income and amount of expenditures and refunds of the traffic impact fee made by the City of Costa Mesa during the prior fiscal year.

Section 2. The City Council of the City of Costa Mesa hereby renews the traffic impact fee and establishes traffic impact fee regulations as follows:

- a. The traffic impact fee shall be a fee of \$228.00 per each new average daily vehicle trip end generated by all new commercial, industrial and residential developments, effective on January 1, 2025. To encourage active transportation in Costa Mesa, staff shall provide a five percent (5%)

reduction in ADT development trips for active transportation project benefits and may provide an additional five percent (5%) reduction in ADT development trips for a development project which proposes to implement active transportation improvements beyond those which would ordinarily be required by the City as a condition of approval for such development project.

- b. The traffic impact fee established pursuant to this resolution shall be collected and administered in accordance with all requirements of California Government Code section 66000 *et seq.*, the Costa Mesa Municipal Code and prior resolutions of the City Council.
- c. There shall be no limitation on the amount of traffic impact fees which may be allocated toward active transportation projects.
- d. Staff may allocate up to ten percent (10%) of traffic impact fees towards traffic signal synchronization projects.

Section 3. The City Council of the City of Costa Mesa hereby approves the updated comprehensive transportation/circulation system capital improvement plan as identified at the June 4, 2024 City Council meeting pursuant to Government Code section 66002.

PASSED AND ADOPTED this 19th day of November, 2024.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

THIS PAGE IS RESERVED FOR CITY CLERK'S OFFICE

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 19th day of November, 2024, by the following roll call vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 19th day of November, 2024.

Brenda Green, City Clerk

**CITY OF COSTA MESA
CITYWIDE TRAFFIC IMPACT FEE ACCOUNT**

Fund Balance as of June 30, 2024

FISCAL YEAR 2023-2024

Amount of Traffic Impact Fee	235
Beginning Fund Balance July 1, 2023	5,840,901
Prior Year's Cannabis Traffic Impact Fees was included in the beginning fund balance	<u>(217,892)</u>
Adjusted Fund Balance July 1, 2023	5,623,009

1. Revenues

Fiscal Year 23-24 Traffic Impact Fees	39,292
Investment Earnings	138,455
GASB 31 Fair Market Value adjustment on Investment	69,611
Misc / Other Reimbursement	-
Revenue Subtotal	247,358

Cannabis Traffic Impact Fees Revenue

Prior Year's Cannabis Traffic Impact Fees recorded in Fund 214	217,892
Prior Year's Cannabis Traffic Impact Fees recorded in Fund 240	432,659
FY23-24 Cannabis Traffic Impact Fees	91,309
Investment Earnings for Cannabis Traffic Impact Fees since 2022	18,817
GASB 31 Fair Market Value adjustment for Cannabis TIF Investment since 2022	5,312
Cannabis Traffic Impact Fees Revenue Subtotal	765,989

2. Expenditures

Class II and III Bicycle Projects	861,298
Bicycle/ Pedestrian Infrastructure Improvement	2,459
Fairview Road Improvement Project	3,850
Baker/ Placentia/ 19th/ Victoria TSSP	68,810
West 19th Wallace Ave Traffic Signal	181,157
West 18th & Wilson Crosswalks	372,750

3. Refunds

Amount of funds expended or uncommitted after 5 years	-
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4. Administrative Costs

-

5. Fund Balance, including Cannabis TIF fund, as of June 30, 2024 5,146,031

6. Projects Current and Future Appropriations 4,898,160

Bicycle Racks Citywide
Class II and III Bicycle Projects
Adams at Pinecreek Intersection Improvements
Mesa Del Mar Multimodal Access
Baker/ Placentia/ 19th/ Victoria TSSP
Bicycle/ Pedestrian Infrastructure Improvement
Mesa Drive / Santa Ana Ave Bicycle Facility Improvement
Mesa Verde Drive East/ Peterson Place Class II Bicycle Facility
Fairview Road Improvement Project
Adams Ave Bicycle Facility Project

Projects Current and Future Appropriations for Cannabis Traffic Impact Fees 150,000

Bicycle/ Pedestrian Infrastructure Improvement

CITYWIDE TRAFFIC IMPACT FEE ANNUAL REVIEW - REPORT

Recommendation:

Staff recommends the City Council adopt the proposed resolution, continuing the citywide traffic impact fee for new development in the City of Costa Mesa and conducting the related annual review of the citywide traffic impact fee program and capital improvement plan for transportation improvements. The resolution incorporates the recommendations from the Traffic Impact Fee Ad Hoc Committee and staff, which include:

1. Adopt a traffic impact fee of \$228 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).
2. Approve allocation of up to ten percent (10%) of traffic impact fees towards traffic signal synchronization projects.
3. 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.
4. Approve the annual accounting of the Citywide Traffic Impact Fee Program.

Background

Pursuant to California Government Code Section 66000, et seq. and the Costa Mesa Municipal Code, a traffic impact fee study is required by the City to establish a basis for the imposition of Citywide traffic impact fees on new and expanding developments within the City. The purpose of the fee is to fund the necessary transportation/circulation improvements, which are related directly to the incremental traffic impacts imposed on the City's transportation system by the development of new and/or changing commercial, industrial, and residential uses as permitted by the General Plan. The fee also maintains compliance with the eligibility requirements of the Orange County Transportation Authority's (OCTA) Renewed Measure "M2" Program (Measure "M2").

The City Council has reviewed the Citywide Traffic Impact Fee Program each year since the fee program was first adopted in 1993. The City Council, in July 1993, also approved the formation of an Ad Hoc Committee consisting of representatives from various stakeholder groups to work with staff on all aspects related to the revision and updating of traffic impact fees.

The City Council subsequently appointed an Ad Hoc Committee consisting of members representing large and small developers, the Chamber of Commerce, citizens-at-large,

ATTACHMENT 3

as well as members representing the City Council and the Planning Commission, to assist staff in the development and review of the traffic impact fee.

The current Ad Hoc Committee members and their representation are as follows:

Jason Kensey (Chair)	At Large Representative
George Sakioka (Vice Chair)	Major Developers' Representative
Steve Brahs	Small Developers' Representative
Matt Eimers	At Large Representative
David Haithcock	Chamber of Commerce

City Council Liaisons:

Council Member Don Harper
Council Member Arlis Reynolds

Planning Commission Liaison:

Commissioner Jonathan Zich

The City Council, in June 2012, authorized a comprehensive review of the City's General Plan, including the Land Use and Circulation Elements. The General Plan was completed and finalized in 2016.

The last major update of the Traffic Impact Fee Study was completed in November 2018. The update took into account the most recent land use and circulation information contained in the 2016 General Plan update. The proposed General Plan circulation improvements identified in the new transportation model form the basis for the traffic impact fee update. A revised traffic impact fee calculation was conducted taking into account the 2016 General Plan and updated traffic analysis model. The estimated costs for various improvements were reviewed and updated using the most recent construction cost data. The Ad Hoc Committee, together with staff, reviewed all conditions and analyzed different trip fee scenarios. Several variations of improvement options were considered, and it was determined that trip fees in the range of \$176 per ADT through \$476 per ADT could be justified.

On November 15, 2022, the City Council adopted Resolution No. 22-65, approving a traffic impact fee of \$235 per Average Daily Trip (ADT) to be continued with the inclusion of Active Transportation projects, selecting a fee from the calculated range of between \$176 and \$476 per ADT. The City Council also approved up to ten percent (10%) of traffic impact fees being allocated toward traffic signal synchronization projects. In addition, City Council approved 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. A chronology of actions taken by the City Council on the Citywide Traffic Impact Fee Program between the years of 1993 and 2023 is included in Attachment 5.

Traffic Impact Fee Ad Hoc Committee – Annual Review

The Traffic Impact Fee Ad Hoc Committee and staff met on October 29, 2024 to review the traffic impact fee program and calculation. Recently completed projects, consideration of active transportation projects, and the available traffic impact fee fund balance were accounted for in this review.

Attachment 4 provides the calculation of the traffic impact fee of \$228 per ADT based on a revised list of capital improvement projects and the inclusion of Active Transportation projects. The Committee deliberated option to continue the current traffic impact fee of \$235 per ADT or to reduce the traffic impact fees to \$228 per ADT. The discussion focused on the current balance of traffic impact fee fund which is adequate to fund projects over the next two to three years and the upcoming study to review traffic impact fees taking into account future housing development as part of rezoning to meet state goals.

Following a review of the fee analysis and staff input, the Ad Hoc Committee recommended to adopt the calculated traffic impact fee of \$228 per Average Daily Trip (ADT) with the inclusion of Active Transportation projects in the Traffic Impact Fee program. In addition, the Ad Hoc Committee recommended to continue the allocation of up to ten percent (10%) of traffic impact fees towards traffic signal synchronization projects.

The Ad Hoc Committee also recommended to continue to provide a five percent (5%) reduction in automobile trips for development projects due to the implementation of the Active Transportation Plan (ATP) and an additional five percent (5%) reduction in ADT if a development proposes to implement active transportation improvements beyond typical code requirements. The improvements have to be substantial such as addition of a multipurpose trail, conversion of lower-class active bicycle facility to a higher-class bicycle facility, or enhanced pedestrian improvements in the vicinity of the project.

Annual Accounting of the Traffic Impact Fee:

California Government Code Section 66006(b) requires an annual review and accounting of the Citywide Traffic Impact Fee Program. Section 66001(d) requires that the City make specified findings every five years relating to any portion of the traffic impact fees collected that remain unexpended in its account. The City has elected to conduct the review of traffic impact fees required by California Government Code Section 66001(d) on an annual basis in conjunction with its review of the capital improvement plan required by California Government Code Section 66002(b) and the annual accounting required by California Government Code Section 66006(b). Attachment 6 depicts the opening balance, the ending balance on June 30, 2024, interest earned, revenues, expenditures, and unexpended funds from the Citywide Traffic Impact Fee Account. This attachment also shows that there are no funds unexpended or uncommitted in the account five (5) or more years after deposit and that no administrative costs have been charged to the fee

ATTACHMENT 3

account. The accounting was presented to the Committee at their meeting on October 29, 2024, and was approved.

As required by the Government Code, the updated Capital Improvement Plan (CIP) is contained in the Fiscal Year 2024-25 adopted budget and remains valid for the current traffic impact fee review. The traffic impact fee account information, including the interest earned, shown in Attachment 6, is available for public review.

Costa Mesa Traffic Impact Fee Update
Roadway and Intersection Improvement Cost Allocation

CIP FY	Location	Improvement	Estimated Cost	New Daily Trip Ends			Cost Allocation		
				Local	Regional	Total	Local	Regional	Total
	ROADWAYS								
Future	17th (Orange to Tustin)	Widen from 4 lanes to 6 lanes							
Future	17th (Pomona to Bluff)	Widen from 2 lanes to 4 lanes							
Future	Baker (Bear to Red Hill)	Widen from 4 lanes to 6 lanes	\$8,652,358	5,120	2,786	7,906	\$5,603,348	\$3,049,009	\$8,652,358
Future	Bear (I-405 Overcrossing)	Widen from 4 lanes to 6 lanes							
Future	Del Mar/University (Elden to Santa Ana)	Widen from 2 lanes to 4 lanes							
Future	Wilson (Fairview to College)	Widen from 2 lanes to 4 lanes							
Future	Wilson (Newport to Fairview)	Widen from 2 lanes to 4 lanes							
Future	Wilson (Harbor to Placentia)	Widen from 2 lanes to 4 lanes							
	Sub-Total		\$8,652,358	5,120	2,786	7,906	\$5,603,348	\$3,049,009	\$8,652,358
	INTERSECTIONS								
Future	2. Harbor & Sunflower	Add WBR and EBR	\$1,097,280	4,982	2,859	7,841	\$697,188	\$400,092	\$1,097,280
Future	9. Bristol & Sunflower	Add NBL	\$1,356,880	7,038	4,344	11,382	\$839,019	\$517,860	\$1,356,880
Future	17. Hyland & South Coast/I-405 NB On-Ramp	Add WBT	\$1,035,928	1,901	604	2,505	\$786,147	\$249,781	\$1,035,928
Future	18. Harbor & South Coast	Add EBR	\$2,003,760	7,830	3,157	10,987	\$1,428,000	\$575,760	\$2,003,760
Future	30. Hyland & MacArthur	Add NBL and NBR	\$314,326	2,003	1,797	3,800	\$165,683	\$148,643	\$314,326
Future	42. Bristol & I-405 NB Ramps	Add WBR	\$1,080,010	13,117	5,615	18,732	\$756,272	\$323,738	\$1,080,010
Future	44. Harbor & Gisler	Add SBR and EBL	\$5,874,084	9,893	4,259	14,152	\$4,106,297	\$1,767,787	\$5,874,084
Future	49. Bristol & Paularino	Add WBL	\$360,252	6,710	1,690	8,400	\$287,773	\$72,479	\$360,252
Future	51. SR-55 SB Ramps & Paularino	Add SBR	\$496,476	1,845	2,631	4,476	\$204,647	\$291,829	\$496,476
Future	52. SR-55 NB Ramps & Paularino	Add WBR	\$771,300	1,649	2,504	4,153	\$306,254	\$465,046	\$771,300
Future	65. SR-55 SB Ramps & Baker	Add SBR	\$750,420	3,477	2,446	5,923	\$440,522	\$309,898	\$750,420
Future	66. SR-55 NB Ramps & Baker	Add NBL and EBL	\$1,644,390	2,728	2,001	4,729	\$948,593	\$695,797	\$1,644,390
Future	84. Harbor & Adams	Add NBL and NBR	\$7,244,820	10,600	3,803	14,403	\$5,331,882	\$1,912,938	\$7,244,820
Future	101. Newport NB & Del Mar	Add WBR	\$157,770	2,934	2,406	5,340	\$86,685	\$71,085	\$157,770
Future	129. Newport NB & 22nd	Add WBT and NBL	\$18,000	3,332	2,625	5,957	\$10,068	\$7,932	\$18,000
Future	134. Placentia & 19th	Add SBR	\$463,536	6,409	1,423	7,832	\$379,316	\$84,220	\$463,536
Future	151. Superior & 17th	Add WBL and NBR	\$795,438	7,133	2,160	9,293	\$610,552	\$184,886	\$795,438
Future	152. Newport & 17th	Add NBR	\$533,610	10,202	5,079	15,281	\$356,252	\$177,358	\$533,610
Future	156. Irvine & 17th	Add SBR and EBR	\$952,614	3,760	1,777	5,537	\$646,890	\$305,724	\$952,614
	Sub-Total		\$26,950,892	107,543	53,180	160,723	\$18,388,039	\$8,562,854	\$26,950,892
	TOTAL		\$35,603,250	112,663	55,966	168,629	\$23,991,387	\$11,611,863	\$35,603,250

Traffic Impact Fee Funds	\$247,871
Local Cost Allocation with above subtracted	\$23,743,516
Active Transportation Projects	\$23,089,536
Total Local Share Costs and Active Transportation Projects	\$46,833,052
New Costa Mesa Trips Generated at General Plan Buildout	227,767
Citywide Fee calculation including ATP projects and 10% reduction in ADT trips	\$228

Costa Mesa Traffic Impact Fee Update
Roadway and Intersection Improvement Cost Allocation

ROADWAY AND INTERSECTION IMPROVEMENTS IN GENERAL PLAN AND EXCLUDED FROM TRIP FEE PROGRAM

Newport (19th to 17th)	Widen SB from 3 lanes to 4 lanes	\$11,160,000
17th (Orange to Tustin)	Widen from 4 lanes to 6 lanes	\$18,456,138
17th (Pomona to Bluff)	Widen from 2 lanes to 4 lanes	\$8,922,780
Bear (I-405 Overcrossing)	Widen from 4 lanes to 6 lanes	\$6,489,864
Del Mar/University (Elden to Santa Ana)	Widen from 2 lanes to 4 lanes	\$41,965,380
Wilson (Fairview to College)	Widen from 2 lanes to 4 lanes	\$18,070,500
Wilson (Newport to Fairview)	Widen from 2 lanes to 4 lanes	\$3,030,904
Wilson (Harbor to Placentia)	Widen from 2 lanes to 4 lanes	\$30,666,420
140. Newport Boulevard & 19th Street	Add NBT and free SBR	\$28,695,034
TOTAL		\$167,457,019

**CITY OF COSTA MESA
CHRONOLOGY OF TRAFFIC IMPACT FEE ACTIONS**

Date Adopted	Resolution Number	Area of Benefit	Applicable Fees
7-June-1993	93-43	Citywide	\$228 per daily trip end based on the exclusion of all freeway improvements
20-June-1994	94-59	Citywide	\$228 per daily trip end based on the exclusion of all freeway improvements
1-May-1995	95-35	Citywide	\$200 per daily trip end based on the inclusion of freeway improvements
17-June-1996	96-57	Citywide	\$200 per daily trip end based on the inclusion of freeway improvements
20-January-1997	97-15	Newport Bl. Spec. Plan Area	Incentive program for developments in Newport Boulevard Specific Plan Area Trip fees range from \$33 to \$108 per ADT based on project-related conditions.
16-June-1997	97-51	Citywide	\$150 per daily trip end based on the inclusion of freeway improvements
15-June-1998	98-64	Citywide	\$150 per daily trip end based on the inclusion of freeway improvements
4-January-1999	99-2	Citywide	Incentive program for first 100 trips 0-25 ADT - \$0 25-50 ADT - \$50 50-75 ADT - \$75 75-100 ADT - \$100 >100 ADT - \$150
7-June-1999	99-35	Citywide	\$149 per daily trip end based on inclusion of freeway improvements
7-June-1999	99-36	Citywide	Incentive program for the first 100 trips
19-June-2000	00-52	District 1 District 2	\$195 per daily trip end (areas north of I-405 and SR-73 Freeways) and incentive program for the first 100 trips \$149 per daily trip end (areas south of I-405 and SR-73 Freeways) and incentive program for the first 100 trips Fees based on inclusion of freeway improvements
4-June-2001	01-34	District 1 District 2	\$195 per daily trip end (areas north of I-405 and SR-73 Freeways) and incentive program for the first 100 trips \$149 per daily trip end (areas south of I-405 and SR-73 Freeways) and incentive program for the first 100 trips Fees based on inclusion of freeway improvements
15-April-2002	02-27	Citywide	Traffic Impact Fee Study Update \$177 per daily trip end and incentive program for the first 100 trips of the entire site
6-October-2003	03-62	Citywide	\$177 per daily trip end and incentive program for the first 100 trips of the entire site
4-October-2004	04-59	Citywide	\$177 per daily trip end and incentive program for the first 100 trips of the entire site Suspension of incentive program for Newport Boulevard Specific Plan Area

CITY OF COSTA MESA
CHRONOLOGY OF TRAFFIC IMPACT FEE ACTIONS

Date Adopted	Resolution Number	Area of Benefit	Applicable Fees
20-September-2005	05-70	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
17-October-2006	06-85	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
16-October-2007	07-77	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site Exemption of preschool and daycare facilities from traffic impact fee program (consider as part of exempt school facilities)
21-October-2008	08-81	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
20-October-2009	09-67	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
19-October-2010	10-70	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
18-October-2011	11-42	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
20-November-2012	12-73	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
11-November-2013	13-54	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
18-November-2014	14-73	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
1-December-2015	15-66	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
3-January-2017	17-02	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
21-November-2017	17-76	Citywide	\$181 per daily trip end and incentive program for the first 100 trips of the entire site
14-November-2018	18-79	Citywide	\$235 per daily trip end, up to 10% for signal synchronization projects, and up to 5% for active transportation projects. Terminate incentive program for new developments on an incremental basis for the first 100 trips.
17-December-2019	19-83	Citywide	\$235 per daily trip end, inclusion of ATP projects, up to 10% for signal synchronization projects, and no limitation on the amount of traffic impact fees allocated toward active transportation projects. Provide 5% reduction in ADT development trips for active transportation project benefits and may provide an additional 5% reduction in ADT development trips for a development project that proposes to implement active transportation improvements beyond those which would ordinarily be required by the City as a condition of approval for such development project.
17-November-2020	20-60	Citywide	\$235 per daily trip end, inclusion of ATP projects, up to 10% for signal synchronization projects. Provide 5% reduction in ADT development trips for active transportation and may provide additional 5% reduction in ADT development trips for development implementing active transportation improvements beyond those required as condition of approval.
7-December-2021	21-48	Citywide	\$235 per daily trip end, inclusion of ATP projects, up to 10% for signal synchronization projects. Provide 5% reduction in ADT development trips with conditions as approved in 2020.
15-November-2022	22-65	Citywide	\$235 per daily trip end, inclusion of ATP projects, up to 10% for signal synchronization projects. Provide 5% reduction in ADT development trips with conditions as approved in 2021.
05-December-2023	23-56	Citywide	\$235 per daily trip end, inclusion of ATP projects, up to 10% for signal synchronization projects. Provide 5% reduction in ADT development trips with conditions as approved in 2021.

**CITY OF COSTA MESA
CITYWIDE TRAFFIC IMPACT FEE ACCOUNT**

Fund Balance as of June 30, 2024

FISCAL YEAR 2023-2024

Amount of Traffic Impact Fee	235
Beginning Fund Balance July 1, 2023	5,840,901
Prior Year's Cannabis Traffic Impact Fees was included in the beginning fund balance	<u>(217,892)</u>
Adjusted Fund Balance July 1, 2023	5,623,009
1. Revenues	
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Investment Earnings	138,455
GASB 31 Fair Market Value adjustment on Investment	69,611
Misc / Other Reimbursement	-
Revenue Subtotal	247,358
Cannabis Traffic Impact Fees Revenue	
Prior Year's Cannabis Traffic Impact Fees recorded in Fund 214	217,892
Prior Year's Cannabis Traffic Impact Fees recorded in Fund 240	432,659
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Investment Earnings for Cannabis Traffic Impact Fees since 2022	18,817
GASB 31 Fair Market Value adjustment for Cannabis TIF Investment since 2022	5,312
Cannabis Traffic Impact Fees Revenue Subtotal	765,989
2. Expenditures	1,490,324
Class II and III Bicycle Projects	861,298
Bicycle/ Pedestrian Infrastructure Improvement	2,459
Fairview Road Improvement Project	3,850
Baker/ Placentia/ 19th/ Victoria TSSP	68,810
West 19th Wallace Ave Traffic Signal	181,157
West 18th & Wilson Crosswalks	372,750
3. Refunds	-
Amount of funds expended or uncommitted after 5 years	-
4. Administrative Costs	-
5. Fund Balance, including Cannabis TIF fund, as of June 30, 2024	5,146,031
6. Projects Current and Future Appropriations	4,898,160
Bicycle Racks Citywide	
Class II and III Bicycle Projects	
Adams at Pinecreek Intersection Improvements	
Mesa Del Mar Multimodal Access	
Baker/ Placentia/ 19th/ Victoria TSSP	
Bicycle/ Pedestrian Infrastructure Improvement	
Mesa Drive / Santa Ana Ave Bicycle Facility Improvement	
Mesa Verde Drive East/ Peterson Place Class II Bicycle Facility	
Fairview Road Improvement Project	
Adams Ave Bicycle Facility Project	
Projects Current and Future Appropriations for Cannabis Traffic Impact Fees	150,000
Bicycle/ Pedestrian Infrastructure Improvement	



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-364

Meeting Date: 11/19/2024

TITLE:

INTRODUCTION AND FIRST READING OF AN ORDINANCE AMENDING TITLE 3 (ANIMAL REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE BY AMENDING CHAPTER I (IN GENERAL) AND CHAPTER VI (SPECIAL ANIMAL PERMIT) TO PROVIDE FOR BEEKEEPING AND TO CLARIFY APPEAL PROCEDURES FOR SPECIAL ANIMAL PERMITS

DEPARTMENT: POLICE DEPARTMENT

PRESENTED BY: STEPHANIE A. SELINSKE, LIEUTENANT

CONTACT INFORMATION: STEPHANIE A. SELINSKE, LIEUTENANT
714-754- 5293

RECOMMENDATION:

Staff recommends the City Council introduce for first reading the attached Ordinance No. 2024-XX amending Title 3 (Animal Regulations) of the Costa Mesa Municipal Code by amending Chapter I (In General) and Chapter VI (Special Animal Permit) to allow for the lawful keeping of bees and/or hives within the City and to clarify appeal procedures for special animal permits.

BACKGROUND:

The City of Costa Mesa Municipal Code (CMMC) 3-18, currently states it is unlawful for any person to have, keep, or maintain any hive or swarm of bees within the City. On January 26, 2022, the Animal Services Committee voted to establish a Beekeeping Ad Hoc Committee to explore the feasibility of beekeeping within Costa Mesa and to recommend changes to CMMC 3-18 that would permit beekeeping in the City. On March 20, 2023, the Beekeeping Ad Hoc Committee submitted its findings and a draft ordinance to the Animal Services Committee and relevant City staff. Following the Ad Hoc Committee's recommendation, the Animal Services Committee voted to forward these findings and the draft ordinance to the City Council, with the intent to revisit the issue if conflicts related to backyard beekeeping increased or if there was significant public support for beekeeping. In 2024, community members showed significant public interest and support for permitting beekeeping in the City of Costa Mesa. On October 1, 2024, a first reading of proposed amendments to CMMC 3-18 were presented to City Council. Council members provided feedback, raised questions, and discussed proposed amendments. Public comments were also considered, and City Council approved moving the ordinance forward by a vote of 7-0 with several amendments.

ANALYSIS:

At the October 1, 2024, City Council meeting the Costa Mesa Police Department introduced recommendations to establish a beekeeping ordinance. At the first reading, City Council provided amendments to the proposed ordinance and passed the first reading by a 7-0 vote. Based on City Council amendments, additional changes were deemed necessary based upon staff and community

input. These additional substantial changes to the ordinance requires this ordinance be brought back to City Council for another first reading.

The proposed ordinance is modeled after the City of Fullerton. Fullerton's ordinance was viewed by the City of Costa Mesa Beekeeping Ad Hoc Committee in 2022 as the appropriate balance among ease of administration, flexibility for beekeepers and avenues for enforcement to address complaints from neighbors or property owners.

The ordinance allows for the keeping of domesticated bees with a permit issued through the Police Department's Animal Services Unit. Permits would only be issued for residential properties that allow for adequate spacing from neighboring residence so as not to interfere with the free use of neighboring properties. Distance limits have been established to define adequate spacing. Beehives must be secured from unauthorized access and not visible from the public right of way.

Applicants wishing to obtain a beekeeping permit would be required to complete an application form, which includes a property map indicating where the hive(s) would reside. Upon receipt of the application, staff would send written notices to abutting properties to allow those residents an opportunity to provide feedback (support or concerns) and to identify if any neighbors have a severe allergy to bees that could endanger their health and safety. Staff would review the application and any resident letters to determine if approval or denial was appropriate. A permit would be issued if it is determined the beehive(s) and bees would be kept and maintained without endangering the safety of any person or property.

Upon issuance of the permit, residents would be required to register their hives with the Agricultural Commissioner of Orange County as required by law and abide by the Costa Mesa Residential Beekeeping Best Practices Guide. Control measures have been established in the ordinance to allow for the revocation of a permit if the bees or hive(s) become a public nuisance. This would include a complaint from a person residing on a neighboring property with proof of a medically certified allergy to the sting of bees. Additionally, permits are only valid for two years, allowing for reoccurring review and inspections by staff. During the creation of this new ordinance, updates were recommended to the appeal procedures. To ensure that the beekeeping permit and special animal permit appeal procedures are in congruence, staff recommend that the special animal permit code be amended as well.

Prior to the October 1, 2024, City Council meeting, a third party analysis was conducted to establish an appropriate permit fee for beekeeping. This study recommended a fee of \$150. This proposed fee aimed to partially recover the expense for staff time to evaluate applications and issue permits. However, public feedback expressed concerns that fee might discourage future beekeepers from obtaining permits. In response to these concerns and based on input and City Council direction, there will not be a fee established at this time. Staff will evaluate the number of permits being processed and staff time required to process these permits and reserves the right to return to City Council at a future date to establish a fee if appropriate.

After the two-year permit term expires, applicants will only need to reapply for a new permit, with no fee for renewal. This renewal process will allow Animal Control Services to keep accurate and timely records on beehives in the community, confirm that residents comply with best practices, and update neighbors on beekeeping activities if new residents have moved nearby.

The following list highlights the changes made to this ordinance from the October 1, 2024, City Council meeting:

- 3-18.1 Updated definitions based upon beekeeping community input.
- 3-18.4 (b) (1) Called for an application fee in the amount set by the city council resolution. This has been amended and no fee will be required to obtain a permit.
- 3-18.4 (b) (2) Called for the applicant to provide proof of notification to neighbors. This language has been removed. The Animal Services Unit will now be responsible for mailing notification letters to abutting properties for any application for a beekeeping permit which is received. In that letter, it will ask for neighboring residents to provide feedback (support or concerns) and to identify if any neighbors have a severe allergy to bees that could endanger their health and safety. Neighboring residents would have 30-days to respond to letters.
- 3-18.4 (b) (3) This section requested a fee for a beekeeping permit. As mentioned in 3-18.4 (b)(1) - no fee will be associated to the obtaining or renewal of a beekeeping permit.
- 3-18.4 (b) (4) This establishes a grace period for any person currently keeping bees and beehive(s) to come into compliance with the proposed ordinance.
- 3-18.4 (b) (5) The initial presentation of this ordinance required signage on any property keeping bees and beehive(s). This requirement has been removed.
- 3-18.4 (c) (1) Initially proposed a requirement to have domesticated hives only permitted on properties designated within an R-1 Single Family Residential Zoning District. The updated ordinance states beehives may only be placed on residential properties that allow for adequate spacing from a neighboring residence so as not to interfere with the free use of the neighboring property. Adequate spacing has been defined as 15 feet from a property line and 25 feet from a neighboring residential building. If applicants are unable to meet these distance requirements, a solid six (6) foot barrier would be required to direct bees upward and away from other neighboring properties.
- 3-18.4 (c) (2) This initially called for no domesticated hives to be maintained on a single-family residence of [three thousand (3,000)] square feet or less. This language has been removed. This section now states that beehives must be placed in a secure location and not visible from the public right of way.
- 3-18.4 (c) (3) This initially called for no more than two (2) domesticated hives to be maintained on a single-family residential lot of less than [seven thousand (7,000)] square feet and greater than [three thousand (3,000)] square feet. This language has been removed. The ordinance still has maximum of two (2) beehives permitted on any residential property.
- 3-18.4 (c) (4) This section was added requiring all bees be kept in hive boxes with removable frames for inspection and equipment shall be kept in sound and usable condition.
- 3-18.4 (5) This section has been added to require a water source for bees.
- 3-18.4 (d) (2) The initial ordinance required applicants to complete a beginning beekeeper

course. This language has been removed.

- 3-18.4 (e) This section was amended based upon public and staff input to remove specific time requirements and other language.
- 3-18.5 (a) Edits were made to ensure congruence with other changes in the ordinance.
- 3-18.5 (d) The initial ordinance required inspections by City staff. This section has been removed as site inspections will not be required for every application.
- 3-18.6 Language was added requiring denied applicants be notified of the reason for denial.

Through the collaborative efforts of community members, the City Council, and the staff at the Costa Mesa Police Department and Animal Services Unit, revisions to Section 3-18 of the Costa Mesa Municipal Code have been implemented to support sustainable and equitable beekeeping practices within the city.

ENVIRONMENTAL ANALYSIS:

This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is exempt from CEQA because there is no possibility that the ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) A Notice of Exemption should be filed as authorized by CEQA and the State CEQA Guidelines.

ALTERNATIVES:

The City Council could elect to not approve the beekeeping ordinance and the City would continue with not allowing beekeeping within city limits.

FISCAL REVIEW:

The resolution establishing the beekeeping permit will have no fiscal impact since there is no user fee associated with this Council action.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and the proposed Ordinance and approved them 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 introduce for first reading the attached Ordinance No. 2024-XX amending Title 3 (Animal Regulations) of the Costa Mesa Municipal Code by amending Chapter I (In General) and Chapter VI (Special Animal Permit) to allow for the lawful keeping of bees and/or hives within city and to clarify appeal procedures for special animal permits.

ORDINANCE NO. 24-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA AMENDING TITLE 3 (ANIMAL REGULATIONS) OF THE COSTA MESA MUNICIPAL CODE BY AMENDING CHAPTER I (IN GENERAL) AND CHAPTER VI (SPECIAL ANIMAL PERMIT) TO PROVIDE FOR BEEKEEPING AND TO CLARIFY APPEAL PROCEDURES FOR SPECIAL ANIMAL PERMITS

WHEREAS, the keeping of domesticated bees allows for preservation of domesticated bees which are essential to agriculture, preservation of habitat, cultivation of native plants and amelioration of climate change; and

WHEREAS, the City's Animal Services Committee has carefully considered potential rules and regulations relating to beekeeping and permit requirements with the input of the Police Department and has recommended a draft ordinance to the City Council for adoption; and

WHEREAS, the appeal procedure for appeals relating to special animal permits was revised in 2023, but clarification of the notice and hearing requirements is needed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter I (IN GENERAL) of Title 3 (ANIMAL REGULATIONS), SECTION 3-18 (BEEKEEPING) of the Costa Mesa Municipal Code is hereby amended by read as follows:

3-18 Residential Beekeeping

3-18.1 Definitions:

Bee: Any stage of the common domestic honey bee (*apis mellifera* species)

Beehive: Any structure housing a bee colony.

Frame: A hive component where bees build their honeycomb.

Hive box: An artificial/man-made structure to house honey bees.

- a) Langstroth hive – A type of hive which was designed to be expandable or contractible with frames that can be removed for inspection.
- b) Top bar hive – a trapezoidal box with slats of wood which the bees will make comb along. These slats can be pulled out with the comb for inspection.

Requeen: The act of replacing the queen bee in a hive with a younger queen, and mated queen, a common practice in beekeeping to prevent bee swarming, increase brood and honey production, resolve disease or pest issues, or reduce hive defensiveness.

Swarm: A group of bees in a transitional state leaving their original hive, clustering and then leaving again to establish a new hive in a new cavity.

3-18.2 Intent

The intent and purpose of this section is to authorize residential beekeeping subject to certain requirements intended to avoid problems that may otherwise be associated with the keeping of bees in populated areas.

3-18.3 Regulation and Permitting of Beekeeping

(a) It is unlawful for any person to have, keep or maintain any hive or swarm of wasps, hornets, bees, or other swarming insects within the city.

(b) Subsection (a) shall not apply to:

(1) the keeping of flying insects within an educational institution for study or observation, or within a physician's office or laboratory for medical research, treatment, or other scientific purposes, provided they are not permitted to fly at large, or

(2) the keeping of domesticated bees after obtaining a permit from the Chief of Police or their designee as hereinafter provided.

3-18.4 Beekeeping Permit Requirements

(a) Permit Required.

(1) A Residential Beekeeping Permit is required for all domesticated hives.

(2) A person intending to keep, maintain and have in their possession and under their control a residential beehive shall first apply for and obtain a Residential Beekeeping Permit with the Police Department's Animal Services Unit.

(b) Application Requirements.

(1) An application for a permit required pursuant to this chapter shall be made in writing to the police chief upon a form furnished by the city.

(2) Upon receipt of the initial application, City staff will mail notifications to property owners and residents whose property directly abut the applicant's property.

(a) Written notifications will provide residents, up to 30 days to respond for permit consideration purposes.

(b) Special consideration will be given to abutting residents whose health, safety and welfare would be endangered due to a medical condition and/or allergy to the sting of bees.

(3) Any existing beekeeper with hive(s) established before the adoption of this ordinance will have a period of 90 days from the effective date of the ordinance to obtain a permit and come in compliance with the requirements of this ordinance.

(c) Property and Hive Requirements.

(1) Beehives may only be placed on residential properties that allow for adequate spacing, as defined in subsection (a) & (b), from neighboring residences so as not to interfere with the free use of neighboring property.

- a) Beehives should be located at least 15 feet from any property line and 25 feet from neighboring residential buildings unless measured as described in subsection (b) below are met.
 - b) Beehives unable to meet the above distance requirements require a 6-foot solid barrier (fence, wall, or dense vegetation) be installed to direct bee flight paths upwards and away from neighboring properties.
- (2) Beehive locations shall be secured from unauthorized access and not visible from the public right of way.
- (3) A maximum of two (2) beehives will be placed on a single residential property.
- (4) All bees shall be kept in hive boxes with frames that can be removed for inspection and equipment shall be kept in sound and usable condition.
- (5) A water source for bees shall be provided at all times on the property where bees are kept to discourage bee visitation at swimming pools, hose bibs and other water sources on adjacent properties.
- (d) Registration, Training and Guidelines.
 - (1) Beehives shall be validly registered with the Agricultural Commissioner of the County of Orange, in accordance with Section 20943 of the California Food and Agriculture Code.
 - (2) All domesticated hives must be maintained in conformity with the Costa Mesa Residential Beekeeping Best Management Best Practices.
- (e) Public Nuisance.
 - (1) Bees or hives shall be considered a public nuisance subject to Title 20, Chapter 3 of this Code when any of the following occurs:
 - a) Hives are placed on property without first obtaining a Residential Beekeeping Permit.
 - b) Bees exhibit defensive behavior or interfere with the normal use of adjoining properties.
 - c) Bees or hives do not conform to the Costa Mesa Residential Beekeeping Management Best Practices or the requirements of this section.
 - d) Hives are abandoned by the owner; or

3-18.5 Issuance of Beekeeping Permit, Renewal, and Revocation

- (a) The Chief of Police or their designee may issue a permit for beekeeping if they determine such beehive(s) and bees, may be kept or maintained without compromising the safety of any person or interfering with the free use of a neighboring property; additionally, the Chief of Police or their designee may impose such conditions in granting a permit as they may deem necessary to ensure public safety.
- (b) No Residential Beekeeping Permit shall be issued when it has been determined that keeping of bees and beehives would endanger a person or person(s) on abutting property at the time of the submission of a completed Residential Beekeeping Permit application.

- (c) A Residential Beekeeping Permit shall expire two (2) years from the date of issuance of the permit.
- (d) The recipient of a Residential Beekeeping Permit shall submit a renewal application at least 60 days prior to the expiration of the prior year's permit.
- (e) Expired permits may not be renewed and must submit for a new application in accordance with Section 3-18.4(b).
- (f) The recipient of a Residential Beekeeping Permit shall submit a renewal application prior to the expiration of the previous year's Permit.
- (g) A validly obtained Residential Beekeeping Permit may be revoked at any time when:
 - a. The permit holder is found to be in violation of this Chapter or the Costa Mesa Residential Beekeeping Best Management Practices.
 - b. It is determined that an abutting resident's health, safety and welfare would be endangered due to a medical condition and/or allergy to the sting of bees.
 - c. Such revocation shall be in addition to any other remedy that may be pursued by the city pursuant to 3-18.4(e) below.

3.18.6 Notice of Action on Permits

The applicant shall be notified in writing of the action of the Chief of Police or their designee in either granting or denying the permit, and if the application has been denied, the notice shall advise the applicant of the reason for denial and their right to appeal as outlined in this ordinance. Service of the notice may be made by personal service or by registered mail. If service is made by mail, it shall be deemed complete upon deposit in the United States Mail directed to the applicant at their latest address shown on the application.

3.18.7 Revocation of Permit

The Chief of Police or their designee may for good cause, revoke any permit or modify any terms or provisions thereof, after an informal hearing, and may, in the event it is reasonably necessary to protect against an immediate threat to the public health or safety, suspend any permit or portion thereof without a hearing for a period not to exceed 30 days. The permittee shall be given at least three days' prior written notice of any such hearing.

3.18.8 Appeals From Action of Police Chief

(a) If any person is aggrieved by any action of the Chief of Police or their designee taken pursuant to this chapter, such person may appeal to the city manager by filing with the city clerk a statement addressed to the city manager setting forth the facts and circumstances regarding the action or failure to act on the part of the Chief of Police or their designee. The city clerk shall notify the applicant in writing by registered mail of the time and place set for hearing the appeal. The city manager or their designee shall hold a hearing and determine the merits of the appeal, and may sustain, overrule or modify the action of the Chief of Police or their designee. The decision of the city manager or their designee shall be final.

(b) The right to appeal to the city manager from any action or decision of the Chief of Police under this chapter shall terminate upon the expiration of 15 days following the giving of notice to the applicant advising him of the action of the Chief of Police or their designee.

SECTION 2. Chapter VI (SPECIAL ANIMAL PERMIT) OF Title 3 (ANIMAL REGULATIONS), SECTIONS 3-148, 3-149 and 3-151 of the Costa Mesa Municipal Code are hereby amended to read as follows:

3-148. Notice of Action on Permit.

The applicant shall be notified in writing of the action of the Chief of Police or their designee in either granting or denying the permit, and if the application has been denied, the notice shall advise the applicant of their right to appeal to the city manager. Service of the notice may be made by personal service or by registered mail. If service is made by mail, it shall be deemed complete upon deposit in the United States Mail directed to the applicant at his latest address shown on the application.

3-149 Revocation, Suspension of Permit.

The Chief of Police or their designee may, for good cause, revoke any permit or modify any terms or provisions thereof, after informal hearing, and may, in the event it is reasonably necessary to protect against an immediate threat to the public health or safety, suspend any permit or portion thereof without hearing for a period not to exceed 30 days. The permittee shall be given at least three days' prior written notice of any such hearing.

3-151 Appeals From Action of Police Chief

(a) If any person is aggrieved by any action of the Chief of Police or their designee taken pursuant to this chapter, such person may appeal to the city manager by filing with the city clerk a statement addressed to the city manager setting forth the facts and circumstances regarding the action or failure to act on the part of the police chief. The city clerk shall notify the applicant in writing by registered mail of the time and place set for hearing the appeal. The city manager or their designee shall hold a hearing and determine the merits of the appeal, and may sustain, overrule or modify the action of the Chief of Police or their designee. The decision of the city manager or their designee shall be final.

(b) The right to appeal to the city manager from any action or decision of the Chief of Police under this chapter shall terminate upon the expiration of 15 days following the giving of notice to the applicant advising him of the action of the Chief of Police or their designee.

SECTION 3. CEQA. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is exempt from CEQA because there is no possibility that the ordinance or its implementation would have a significant negative effect on the environment. (14 Cal.

Code Regs. § 15061(b)(3).) The City Clerk may cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 4. SEVERABILITY. The City Council declares that should any provision, section; paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this ordinance shall remain in full force and effect.

SECTION 5. This ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 6. The City Clerk of the City of Costa Mesa shall certify the passage of the ordinance and shall cause the same to be posted in the manner required by law.

PASSED AND ADOPTED this 19th day of November 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, _____, City Clerk of the City of Costa Mesa, California, do hereby certify that the foregoing ordinance was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2024, and adopted by the City Council of the City of Costa Mesa, California, at a regular meeting thereof held on the ____ day of ____, 2024, by the following vote of the City Council:

City Clerk



Residential Beekeeping Permit Application

Applicant and Ownership Information:

Applicant			
First Name:		Last Name:	
Address where bees are kept:			
Phone #:		E-mail:	

If the applicant is not the property owner, permission from the owner must be provided below:

Property Owner					
First Name:		Last Name:			
Street Address:					
City:		State:		ZIP:	
Phone #:		E-mail:			
Signature					Date:

Required Bee Hive Information and Acknowledgements:

- ☐ Site Plan. Please provide information showing proposed locations for hive(s). Sample site plan is provided.
- ☐ A Residential Beekeeping Permit **DOES NOT** override private property restrictions in Covenants, Conditions and Restrictions (CC&R) or Homeowner's Association regulations.
- ☐ I have read and understand the City of Costa Mesa Best Management Practices (BMPs) document.
- ☐ I hereby certify that I will maintain bees in a manner that conforms to the City of Costa Mesa BMPs, Costa Mesa Municipal Code (CMMC) 3-18.1 - CMMC 3-18.7, and to any conditions of approval attached to the Beekeeping permit.
- ☐ I understand that the ability to keep bees is subject to revocation if I allow violations to the permit to exist on my property.
- ☐ I understand that at any time, an adjoining property resident may submit proof of a medically-certified allergy to the sting of bees, which would result in the revocation of the Residential Beekeeping permit.
- ☐ I understand beehives may only be placed on residential properties that allow for adequate spacing from neighboring residences so as not to interfere with the free use of neighboring property. Beehive locations shall be secured from unauthorized access and not visible from the public right of way. Beehives should be located at least 15 feet from any property line and 25 feet from neighboring residential buildings unless measures as described in subsection (b) below are met. Beehives unable to meet the above distance requirements require a 6-foot solid barrier (fence, wall, or dense vegetation) be installed to direct bee flight paths upwards and away from neighboring properties.

Signature: _____

Date: _____

Office Use Only:

Date Recvd:		Permit #:		Approved <input type="checkbox"/>	Denied <input type="checkbox"/>
Reviewing Planner				Decision Date:	



Residential Beekeeping Permit Application Site Plan



Site Plan

Site Plan submitted must include: property address, location of hives, number of hives, and indicate all BMPs standards, i.e. water source, fly-over (vegetation or fence), etc.

Rear Yard

House

Front Yard

Address: _____

P/L

Street



Best Management Practices

Residential Beekeeping

Good Neighbor Practices

You are planning to bring several thousand stinging insects into close proximity of your neighbors' backyards. Being a good neighbor would include letting them know your intentions. It may take some explaining and educating, but once people understand more about honey bees, their minds can be changed. Conflicts with neighbors are not good for you or other beekeepers and could result in strict regulation or prohibition in more confined locations.

Education

Any resident considering taking up beekeeping should first educate themselves on basic principles and guidelines. A basic understanding of honey bee biology, foraging habits, and hive management is essential.

- ***Take a class.***
Cal Poly Pomona – Extended University
Girl Next Door (girlnextdoorhoney.com)
Beekeeping organizations (all listed below offer courses)
- ***Join a local beekeeping club or group.***
Beekeepers Association of Southern CA (basbbees.org)
The Orange County Beekeepers Association (ocbeekeepers.org)
Los Angeles County Beekeepers Association (losangelescountybeekeepers.com)
OC Backyard Bees (backyardbees.net)
- ***Seek out additional on-line knowledge.***
Scientificbeekeeping.com
American Beekeeping Federation (abfnet.org)
American Bee Journal (americanbeejournal.com)
- ***Read a book.***
The Beekeeper's Handbook by Alphonse Avitabile & Diana Sammataro (2006)
First Lessons in Beekeeping by Keith S. Delaplane (2007)
Natural Beekeeping: Organic Approaches to Modern Apiculture by Ross Conrad (2007)
The Hive and the Honey Bee by L.L. Langstroth (1853)
The Backyard Beekeeper: An Absolute Beginner's Guide by Kim Flottum (2010)
The ABC & XYZ of Bee Culture: An Encyclopedia Pertaining to the Scientific and Practical Culture of Honey Bees
Beekeeping: A Practical Guide by Richard E. Bonney (1993)
Biology of the Honey Bee by Mark L. Winston (1991)
- ***Find an experienced beekeeping mentor.***
- ***Follow City of Costa Mesa Best Management Practices for Residential Beekeeping.***

Considerate Hive Management

Beekeepers should take into account that weather conditions influence bee behavior and should work bees when conditions are favorable. Beekeepers should open their hives when their neighbors are not working or playing outdoors. Beekeepers should also be mindful to perform hive manipulations as quickly as possible with minimum disturbance to the bees.

Extended hive manipulations, particularly when removing honey, should be carefully planned to accommodate neighbors' activities. Smoke should be used when working bees. Hive entrances should be smoked before mowing or trimming in the hive area. Clippings and exhaust should be directed away from hive entrances.

Recommended Standards

- a. Registration Encouraged. To protect your bees when Orange County Vector Control conducts pesticide spraying, the beekeeper should register with the County of Orange Department of Agriculture Commissioner within 30 days of establishing an apiary, and re-register January of every year thereafter while in possession of the apiary pursuant to California Food and Agricultural Code Sections 29040-29056.
- b. Permission of landowners. Any person wishing to place or keep an apiary, or cause or allow an apiary to remain on land not owned or possessed by such person should first obtain the permission to do so from the owner or person lawfully in possession of such land.
- c. Maximum (2) hives. The number of hives will limited to (2) hives on the property. Beekeepers using proper management skills will split hives to prevent swarming and combine hives when they naturally shrink over the course of a year varying the number of hives they have in an apiary. Be a good neighbor and limit the number of hives to a reasonable and manageable amount.
- d. Property and Hive Requirements.
 - (1) Beehives may only be placed on residential properties that allow for adequate spacing from neighboring residences so as not to interfere with the free use of neighboring property.
 - (2) Beehive locations shall be secured from unauthorized access and not visible from the public right of way.
 - a) Beehives should be located at least 15 feet from any property line and 25 feet from neighboring residential buildings unless measures as described in subsection (b) below are met.
 - b) Beehives unable to meet the above distance requirements require a 6-foot solid barrier (fence, wall, or dense vegetation) be installed to direct bee flight paths upwards and away from neighboring properties.
- e. Hive type: All bee colonies should be kept in inspectable hives consisting of moveable frames. Removable frame hives allow inspection for size, brood, food, disease and queen. Two common examples of removable frame hives are the Langstroth hive and a Top Bar hive. Hives should not be kept in trees, walls, attics or meter boxes where they cannot be managed. Hives in those places should be removed by the property owner or a bee removal company.
- f. Hive color: Using a light color to paint the hive components will result in less heat being absorbed during the summer months. This will ensure bees are kept in a cooler environment and will reduce swarming tendencies.

Operational Standards

- a. Any production of honey, wax, or related product shall be subject to the Home Occupation requirements of Section 15.17.030M of the Costa Mesa Municipal Code and all applicable County of Orange Health Department Cottage Food or Certified Farmers Market permitting process and requirements.
- b. Hives should be continually managed to provide adequate living space for their resident bees to prevent swarming.
- c. Hives should be requeened at least once every two years to prevent swarming OR in any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition towards swarming, it should be the duty of the beekeeper to requeen the colony. Queens should be selected from stock bred for gentleness and non-swarmling characteristics
- d. Water source: Bees use large amounts of water to hydrate and cool their hive. A fresh, shallow, and consistent water source for bees should be provided at all times on the property where the bees are kept to discourage bee visitation at swimming pools, fountains, hose bibs and other water sources on adjacent public or private property. The water should be kept fresh and clean so as not to become a breeding ground for mosquitoes.
- e. Hive maintenance materials or equipment must be stored in a sealed container or placed within a building or other bee-proof enclosure.

Location Criteria

Hives should be placed in a quiet area and not directly against a neighboring property unless a solid fence or dense plant barrier of six feet or higher forms the property boundary. Hives should be kept as far away as possible from roads, sidewalks, and rights of way.

Flight paths into the hive (generally six-ten feet in front of the hive entrance) should remain within the owner's lot, although barriers (e.g., fencing and tall shrubs) can sometimes be used to redirect the bees' flight pattern. Care should be taken so this flight pattern does not cross sidewalks, driveways, playgrounds, or other public areas.

- a. Hives should be located between the residence and the rear property line.
- b. Hives should not be visible from a public right-of-way.
- c. Hives should be in a dark location when the sun goes down as bees are attracted to light. Avoid placing a hive where a light will attract the bees to create a nuisance.
- d. Hive location should be secured from unauthorized access.
- e. Hives must either be screened so that the bees must fly over a six-foot barrier, which may be vegetative, before leaving the property, or be placed at least eight feet above the adjacent ground level.

Swarm Prevention

Swarming is natural honeybee behavior, but it should be prevented or minimized. Two primary causes of swarming are overcrowding and/or overheating in the hive. To avoid these conditions, and reduce tendency to swarms, beekeepers should consider:

- a. Replacement of old or failing queens
 - As queen bees age, their queen pheromone fades triggering the hive to swarm
- b. Appropriately timed addition of supers for brood rearing and honey storage
- c. Colony division (splitting a hive)
- d. Brood chamber manipulation
- e. Use of screened bottom board

When a swarm occurs, efforts should be made to collect the swarm or call a bee removal company to do the collection. Swarms captured from areas where the origin of the bees may be questionable should be monitored frequently for abnormal defensiveness.

Queens

Queens should only be obtained from reliable sources. Queen breeders are preferred to reduce the chances of introducing Africanized honeybees and to ensure the queen is well suited to the climate. Beekeepers should ensure their queens are young (less than two years recommended) and vigorous layers. Each beekeeper must evaluate their queens on a regular basis for performance and hive gentleness. Desirable genetic characteristics for a queen include:

- Gentle Disposition
- Quick Colony Build Up
- Good Honey and Pollen Collectors
- Low Swarming Instinct

Any colony exhibiting unusually defensive behavior or an excessive swarming tendency should be re-queened as soon as possible.

Robbing Behavior

When nectar is scarce, honeybees may rob from other hives. When they do, they tend to appear more defensive. Under such conditions, beekeepers should work hives for only short periods of time and only if really necessary. Exposing honey can encourage robbing. Open hives can entice robbing thus stirring up the hive. Be a thoughtful conscientious neighbor. All honey and sugar water spills should be cleaned up immediately. Areas used for honey extraction should be bee-proofed to prevent robbing situations.

Disease Control

Any hive found to be diseased should be dealt with in the appropriate manner. There are a number of honeybee diseases and pests. It is critical that beekeepers be educated to recognize and respond to disease. A disease like American Foulbrood has spores which can remain viable for three or more decades and is extremely contagious. The only recourse with this disease is burning the equipment or placing it in a sealed bag to be taken to a landfill. When evidence of disease is found, the hive should be treated and or the equipment removed promptly to avoid spreading the disease to neighboring hives. For this reason, beekeepers should be extremely cautious about mixing hive equipment and purchasing used equipment. It is incumbent on beekeepers to manage all disease and pests, including parasitic mites, to ensure colony health and honey quality.

Recordkeeping and Time Management

The keeping of bees requires time to inspect and manage a hive properly, keep it healthy and keep it at an optimum size for honey production without swarming. Ideally, hives should generally be inspected once a week for food, queen behavior, disease and pests, and spacing.

Good recordkeeping should be a priority for all beekeepers. For those just starting to keep bees, keeping a written record of colony manipulation and observation for each hive would be helpful. As a bee hobbyist, your colony management log could include a catalog of the equipment used, a record of inspections and findings, and a history of actions (e.g., adding / removing honey supers), and any relevant observations regarding the hive.

Glossary

Residential Beekeeping Best Management Practices

Apiary: Single location where one or more beehives are kept.

Bee: Any stage of the common domestic honey bee (*Apis Mellifera* species).

Bee Box, Brood Box or Honey Supers: Boxes typically used in a Langstroth hive with removable frames that have no top or bottom which allow the beekeeper to expand or condense the hive depending on the strength of the hive.

Bee Hive: Structure for the housing of a bee colony.

Beekeeper: A person who keeps honey bees and manages bee hives

Beekeeping (Residential): The keeping or maintenance of an apiary in a hive as an accessory use.

Brood: The eggs, larvae and pupa of the honey bee prior to emerging as an adult bee

Colony Collapse Disorder (CCD): The phenomenon that occurs when the majority of worker bees in a colony disappear and leave behind a queen, plenty of food and a few nurse bees to care for the remaining immature bees and the queen.

Frame: A hive component where bees build their honeycomb

Hive: A collection of bees with one queen. This can be from a few hundred bees to many thousand bees.

Honeycomb: Beeswax cells where honey pollen and brood are stored

Langstroth Hive: A type of hive which was designed to be expandable or contractible with frames that can be removed for inspection

Pollination: The process of collecting pollen from one flower and depositing it on another flower.

Removable Frame: A frame designed to be removed from a hive for inspection purposes.

Requeen: To replace the queen bee in a colony with a new, younger queen, a common practice in beekeeping to prevent bee swarming, increase brood and honey production or reduce hive defensiveness.

Robbing: Bees trying to steal honey from a hive that is not their own.

Smoker: A tool used by a beekeeper to produce smoke to calm the bees

Swarm: Group of bees in a transitional state leaving their original hive, clustering and then leaving again to establish a new hive in a new cavity.

Top Bar Hive: A trapezoidal box with slats of wood which the bees will make comb along. These slats can be pulled out with the comb for inspection.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 24-398

Meeting Date: 11/19/2024

TITLE:

AWARD OF THE 2024-2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT, CITY PROJECT NO. 24-03, AND FINDING OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) CATEGORICAL EXEMPTION

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301.
2. Adopt plans, specifications, and working details for the 2024-2025 Citywide Parkway Maintenance, Street Rehabilitation, and Slurry Seal Project, City Project No. 24-03.
3. Award a Public Works Agreement (PWA) for construction to Onyx Paving Company, Inc., 2890 East La Cresta Avenue, Anaheim, California 92806 in the amount of \$9,163,000 (Base Bid).
4. Authorize the City Manager and City Clerk to execute the PWA with Onyx Paving Company, Inc., and future amendments to the agreements within Council authorized limits.
5. Authorize an additional ten percent (10%) contingency, in the amount of \$916,300 for construction, as needed for any unforeseen costs related to this 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:

The annual Citywide Street Maintenance Project consists of three (3) distinct phases of construction:

Phase 1: Parkway Maintenance Phase - includes localized repair of damaged curb, gutter,

sidewalk, cross-gutters, driveways, and curb ramps that conform to the current Americans with Disabilities Act (ADA) regulations.

Phase 2: Street Rehabilitation Phase - includes asphalt concrete mill and overlay of the existing roadway pavement.

Phase 3: Slurry Seal Phase - includes application of a surface coating and sealing of the roadway on streets that do not need mill and overlay.

Staff seeks to combine all of the above three (3) phases of work into one construction project in order to achieve economies of scale and cost savings that will result through reduced mobilization costs, as well as lower unit prices for material, equipment, and labor.

For parkway maintenance, concrete improvements located within the City's parkways (e.g., sidewalks, driveways, curbs & gutters, etc.) require ongoing repair and maintenance due to age, tree root incursion, soil conditions, water intrusion, and traffic loads. One of the goals of this project is to repair as many of these damaged areas and to reduce the potential liability associated with aging parkways. The locations identified for repair are prioritized based on pedestrian and curb ramp access requirements and the severity of the damage.

The renewed Measure M (M2) funding program requires that all cities in Orange County maintain a uniform approach to rating and evaluating streets utilizing a standardized Pavement Management Program (PMP). Based on pavement analysis recommendations and field review, staff prepared a priority list and recommendations of streets to be repaired and rehabilitated. Some of these streets receive full rehabilitation including mill and overlay, while others may just require slurry seal maintenance.

The streets proposed for maintenance under the annual Citywide Street Maintenance Project are located in multiple City Council districts (Attachment 1). Moreover, this project will also include asphalt rehabilitation improvements at the large basketball play area at Balearic Community Center located at 1975 Balearic Drive. The City will conduct future outreach with the community to determine recreational needs for this area. These may include new basketball facilities, pickleball courts, and other surfacing and striping improvements.

The contractor will be required to complete all of the tasks necessary to perform the scope of work as outlined in the contract documents, plans, and specifications. A copy of specifications and working details are available for review in the Office of the City Clerk.

ANALYSIS:

The City Clerk received and opened six (6) bids for this project on September 24, 2024. Onyx Paving Company, Inc. is the apparent low bidder with a base bid proposal of \$9,163,000. The average of the six (6) bids received amounted to \$11,309,917. The Engineer's estimate for this project is

\$10,409,250. The bid abstract for this project is included as Attachment 2.

The license and references of Onyx Paving Company, Inc. have been checked and staff has found them to be in good standing. Onyx Paving Company, Inc. has successfully completed similar projects in other cities, including the Pavement Rehabilitation Project in the City of Arcadia, Residential Street Rehabilitation Project in the City of La Mirada; and most recently, Slurry Seal at Various Locations in the City of Monterey Park.

Upon City Council award of the Public Works Agreement (PWA) [Attachment 3], Onyx Paving Company, Inc will furnish the necessary bonds for the project. After the award and subsequent execution of the agreement, a "Notice to Proceed" will be issued.

In addition, this Citywide Street Maintenance project is subject to the Community Workforce Agreement (CWA). The City Council approved the CWA on February 1, 2022 in order to promote efforts to increase employment opportunities for residents of Costa Mesa and to facilitate training and employment for the City's students and veterans in the construction trades through apprenticeships and to encourage efficiency in construction operations. Previous CWA-administered capital improvement projects include the Adams Avenue Improvement Project and the Fire Station No. 4 Training Tower and Site Improvements Project.

On March 7, 2023, the City Council awarded a Professional Services Agreement (PSA) to The Solís Group (Solís) to assist the City in administering the CWA. Solís will render its services to manage the provisions of the CWA for this project, including the preparation and submission of the final report.

ALTERNATIVES:

The alternative would be to reject all bids, re-advertise, and re-bid the project for construction. Staff has determined that re-advertising and re-bidding the project will not result in lower bids and will delay the project.

FISCAL REVIEW:

This street improvements portion of this project will be funded through Gas Tax (Fund 201), Capital Improvement Fund (Fund 401), and Measure M2 Fairshare Fund (Fund 416) as annually approved by City Council in the adopted Capital Improvement Budget. The Balearic Community Center surfacing improvements will be funded through the Capital Improvement Fund (Fund 401) as approved by City Council as the Balearic Community Center Asphalt Surfacing Project in FY 2023-24.

LEGAL REVIEW:

The City Attorney's Office has reviewed this agenda report, prepared the PWA, and approves them 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.

- Maintain and Enhance the City's Infrastructure Facilities, Equipment and Technology.

CONCLUSION:

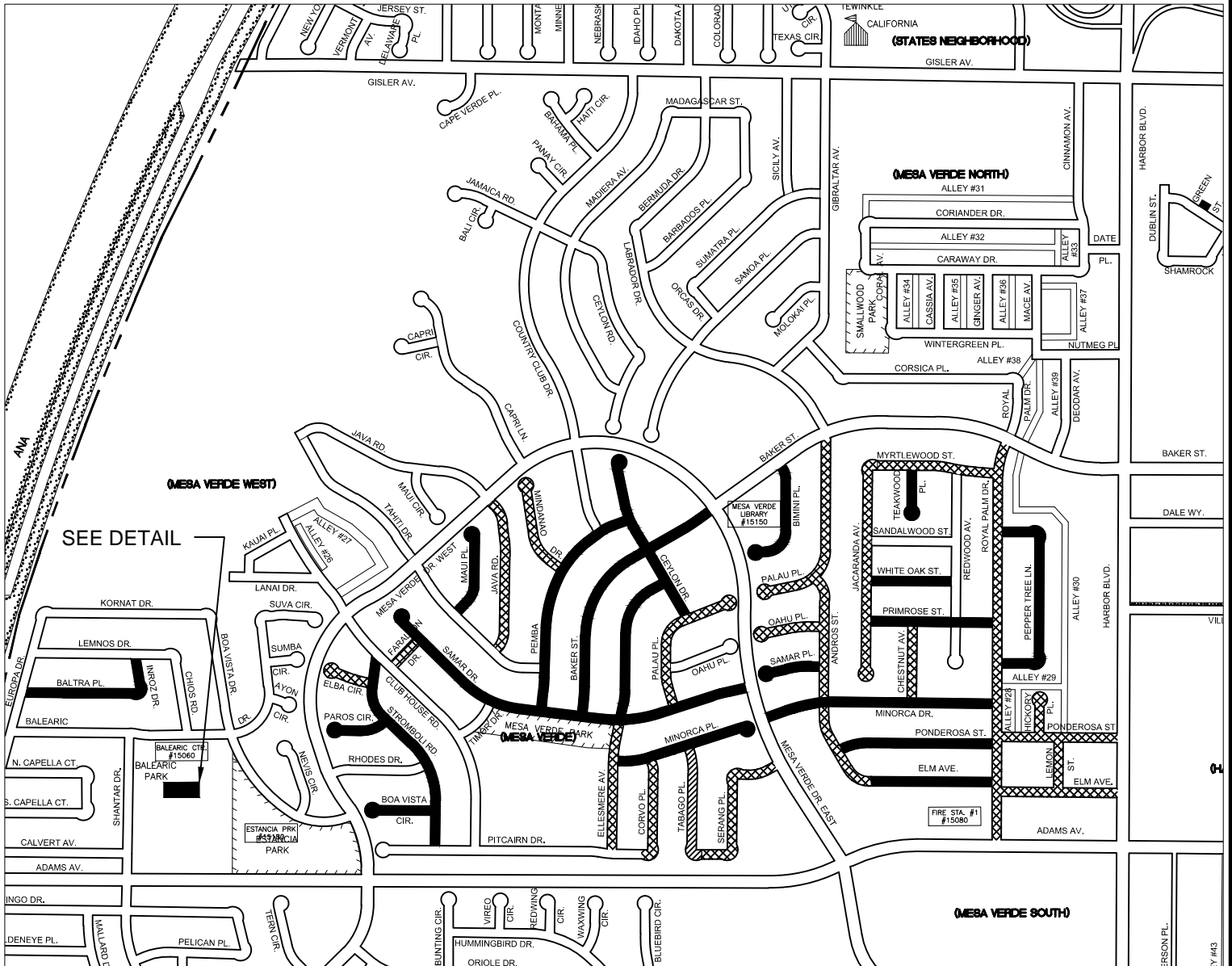
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CITY OF COSTA MESA

Public Works/Engineering



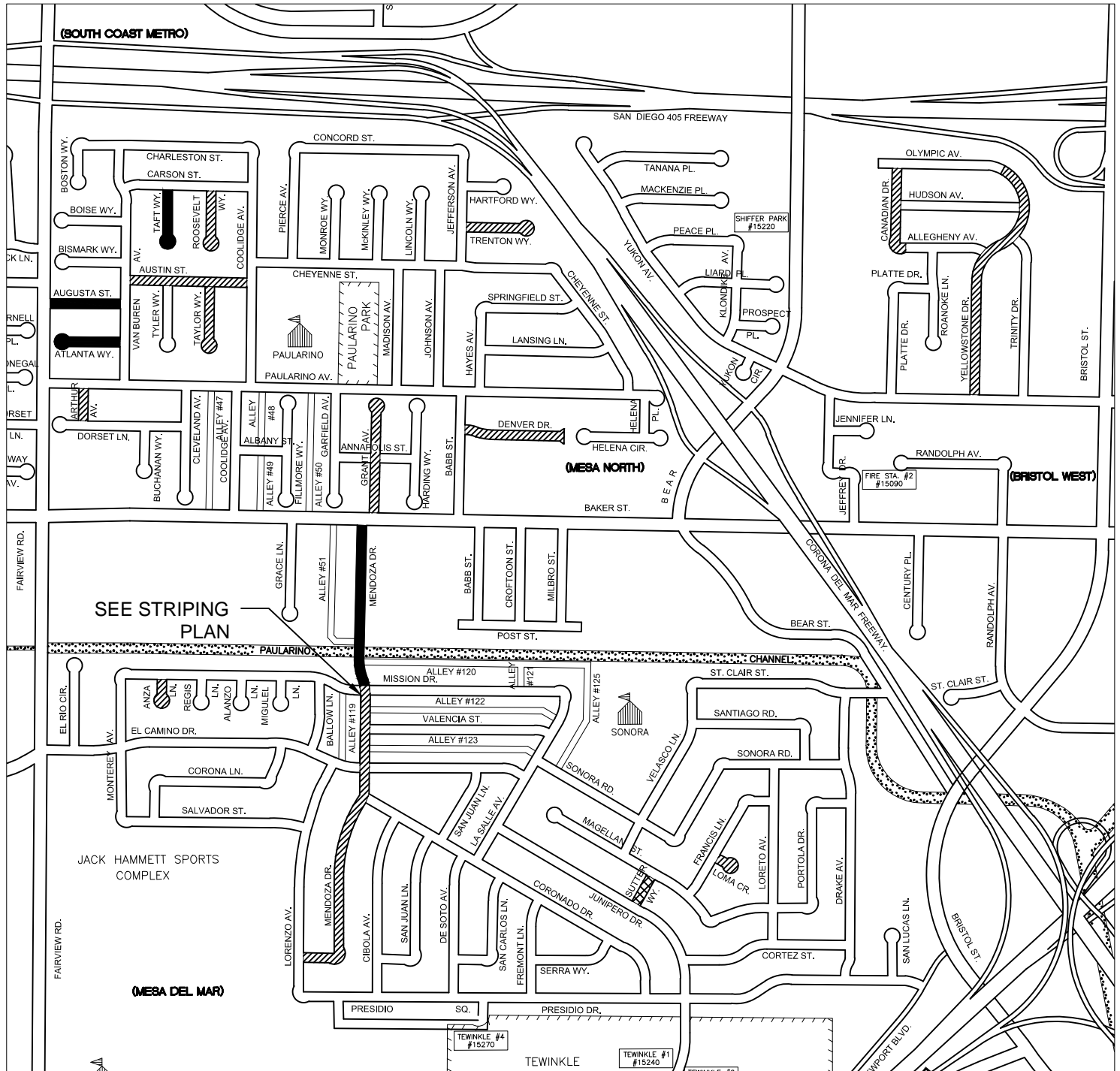
2024 - 2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT #24-03 LOCATION MAP

- STREET REHABILITATION AND PARKWAY LOCATIONS
- SLURRY AND PARKWAY LOCATIONS
- PARKWAY ONLY LOCATIONS



CITY OF COSTA MESA

Public Works/Engineering



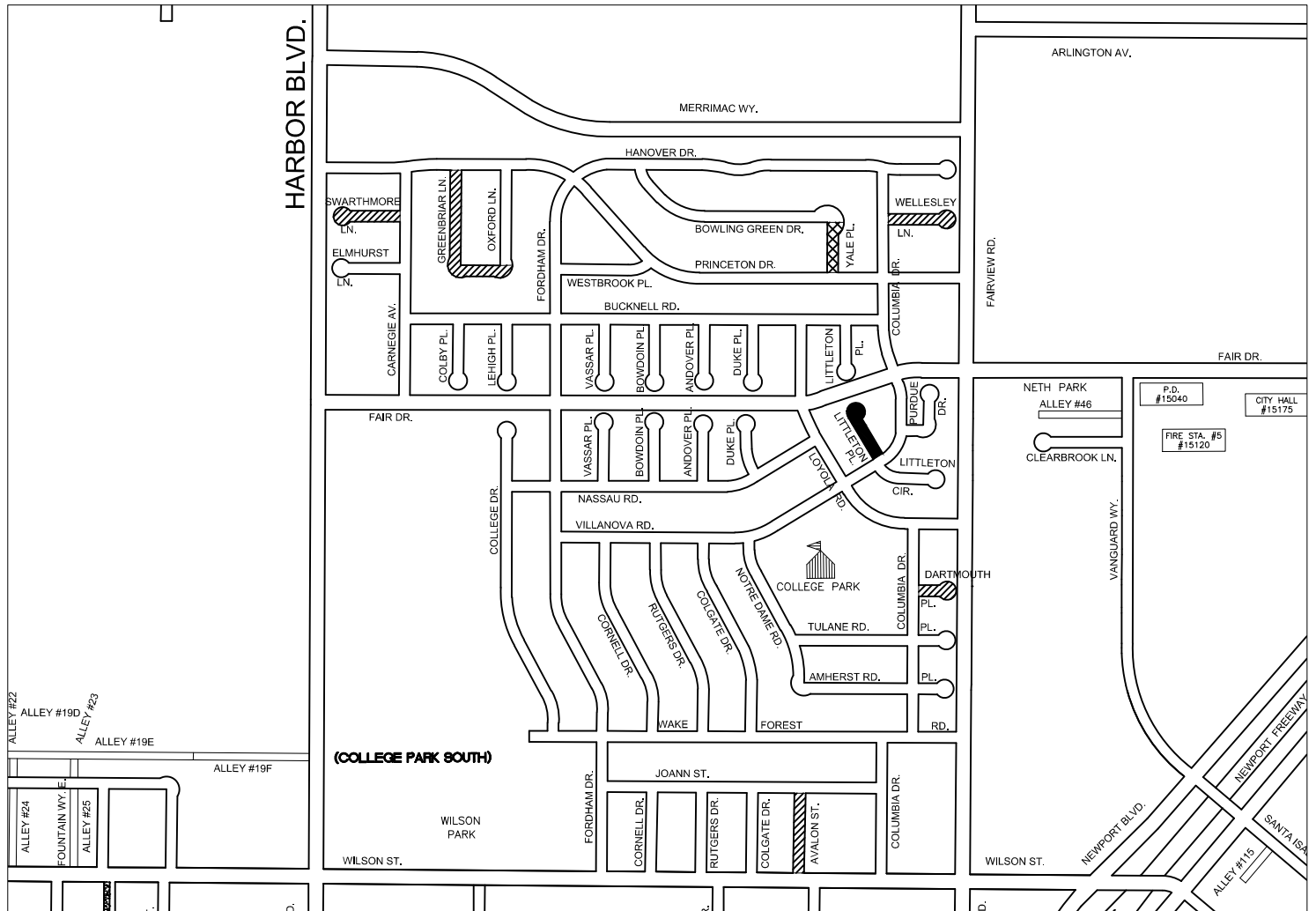
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Public Works/Engineering



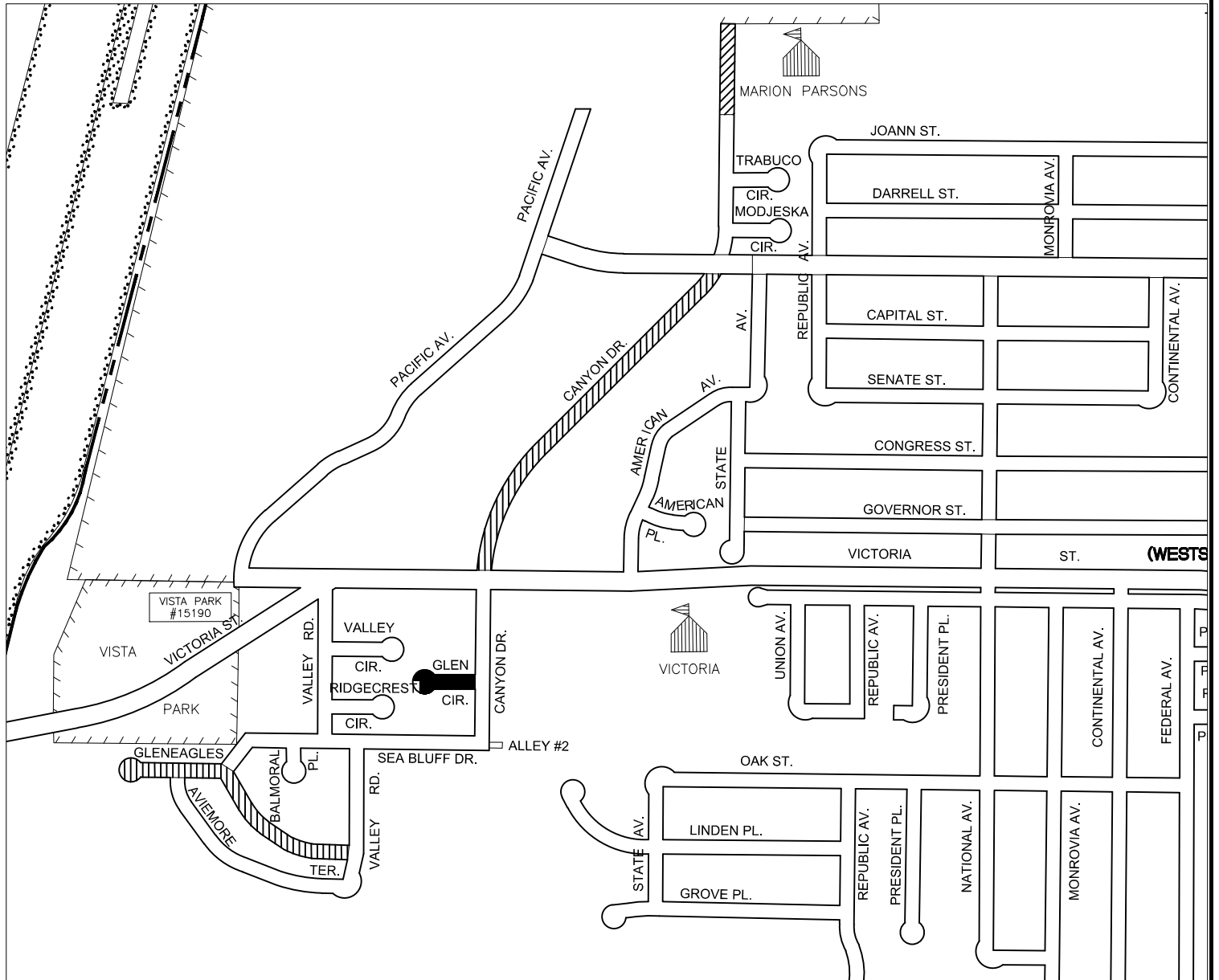
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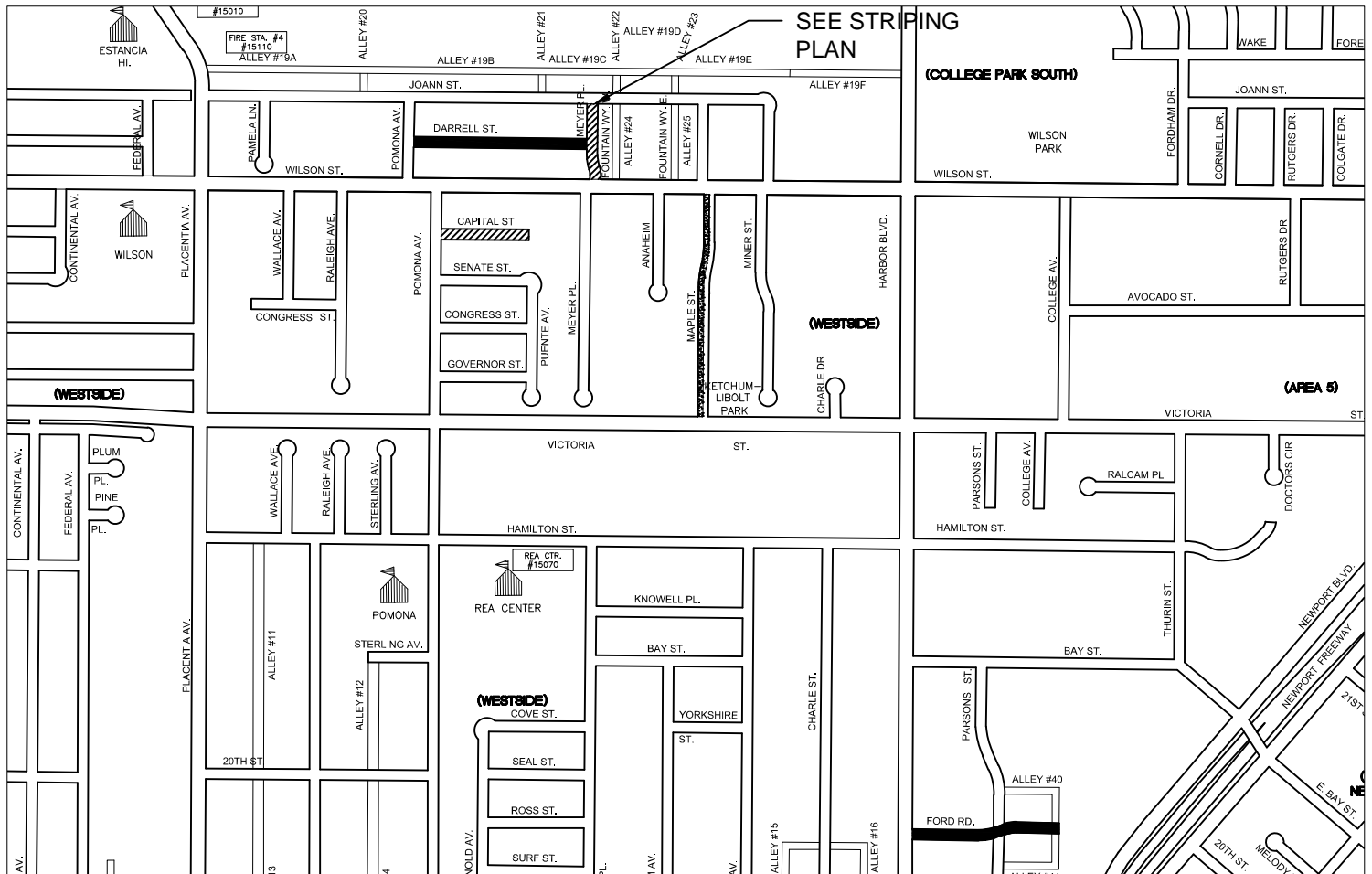
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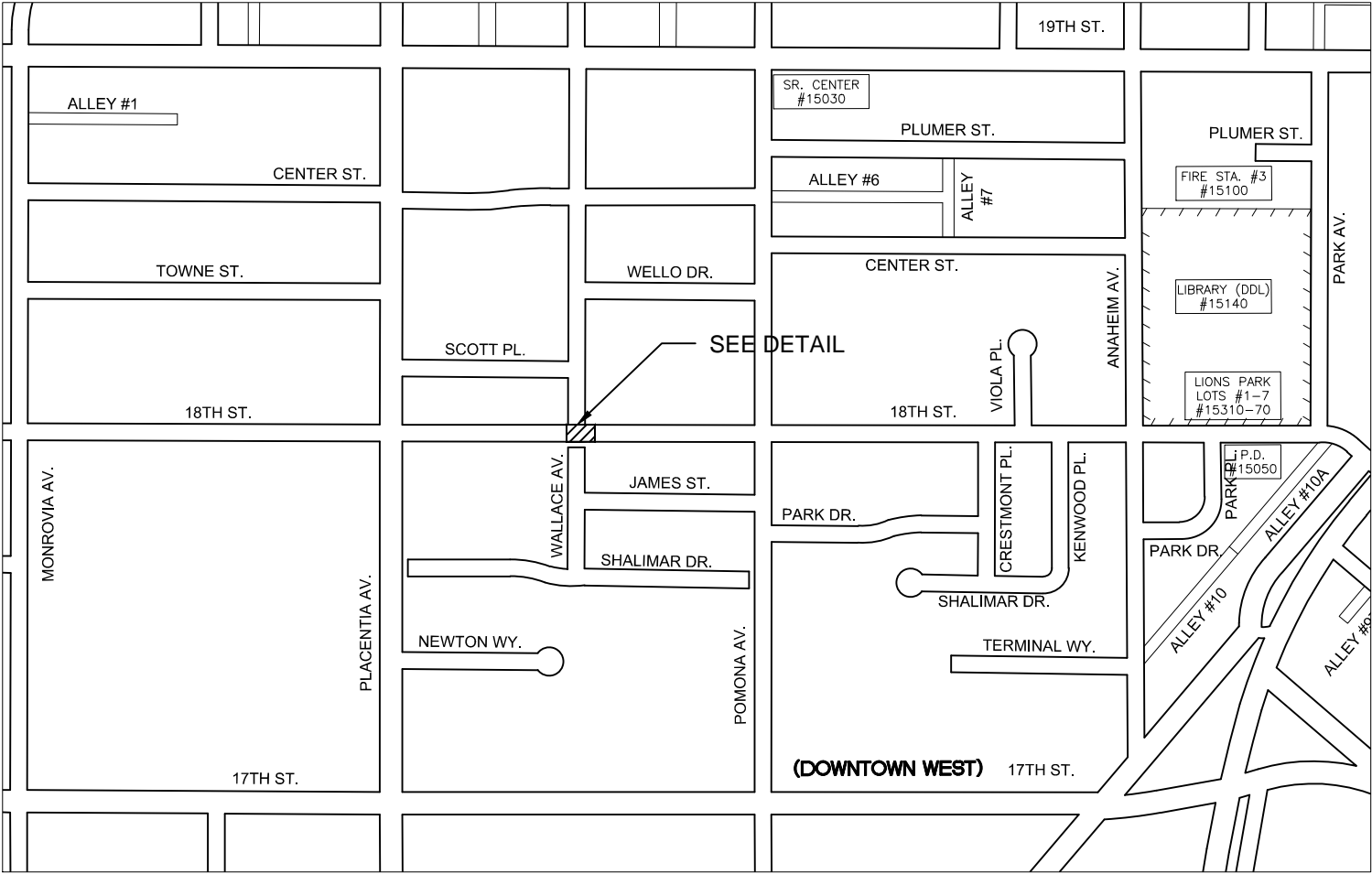
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- SLURRY AND PARKWAY LOCATIONS
- NEW SIDEWALK LOCATIONS



CITY OF COSTA MESA

Public Works/Engineering



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- STREET REHABILITATION AND PARKWAY LOCATIONS
- ▨ SLURRY AND PARKWAY LOCATIONS



CITY OF COSTA MESA

Public Works/Engineering



2024 - 2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION,
AND SLURRY SEAL PROJECT #24-03 LOCATION MAP

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CITY OF COSTA MESA

Public Works/Engineering



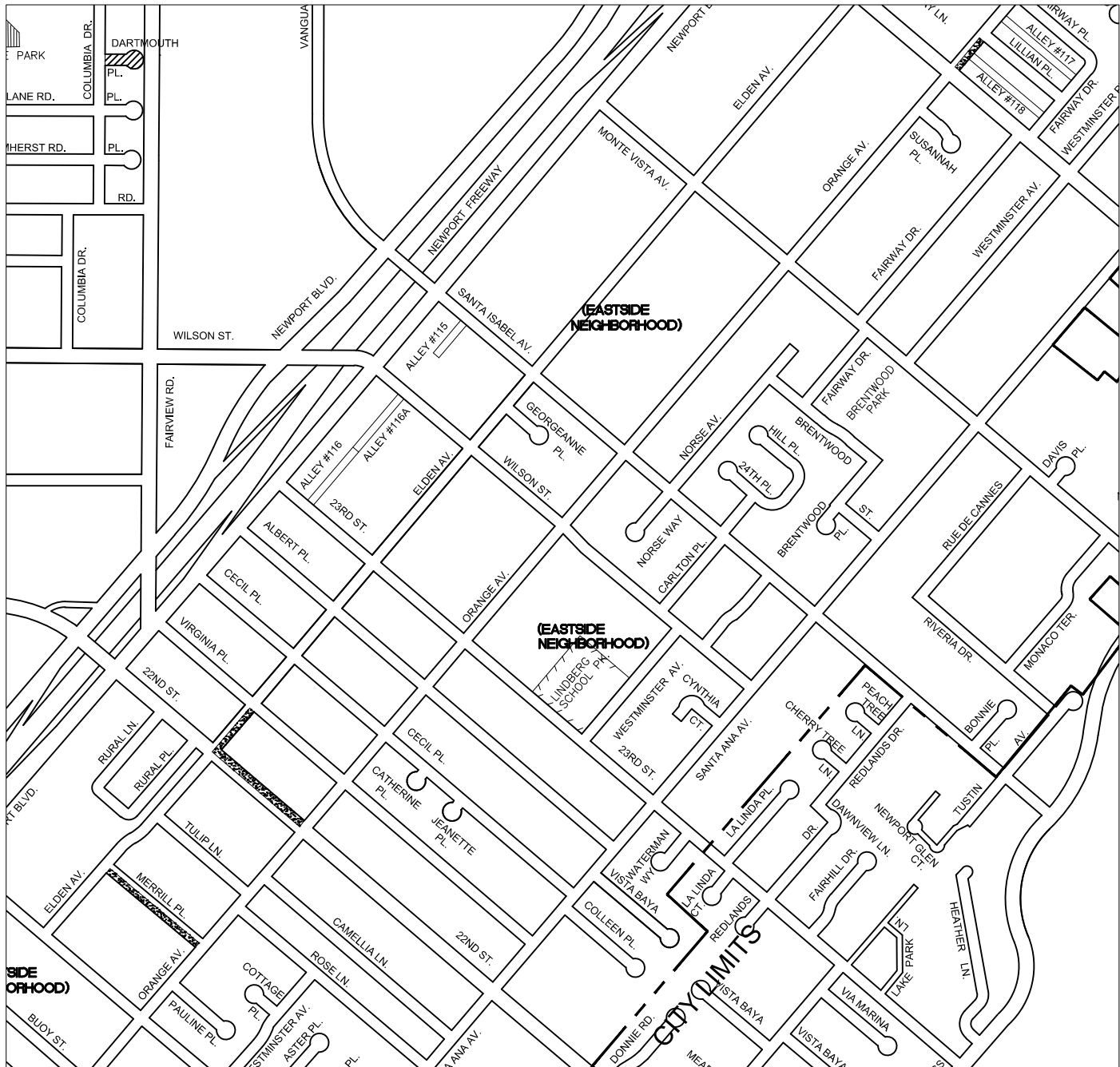
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CITY OF COSTA MESA

Public Works/Engineering



2024 - 2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT #24-03 LOCATION MAP

-  SLURRY AND PARKWAY LOCATIONS
-  NEW SIDEWALK LOCATIONS

ATTACHMENT 2

CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT

2024-2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT #24-03

BID OPENING DATE: SEPTEMBER 24, 2024

1. ONYX PAVING COMPANY,
INC

2.ALL AMERICAN ASPHALT

3. HARDY AND HARPER, INC.

4. SULLY-MILLER
CONTRACTING COMPANY

BASE BID			CITY ESTIMATE				ANAHEIM		CORONA		LAKE FOREST		BREA	
NO.	BID QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	LS	Mobilization and Project Scheduling	\$500,000.00	\$500,000.00		\$333,000.00	\$333,000.00	\$635,423.61	\$635,423.61	\$424,436.00	\$424,436.00	\$1,046,000.00	\$1,046,000.00
2	1	F.A.	Additional Work Items	\$300,000.00	\$300,000.00		\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
3	1	L.S.	Water Quality (BMP's)	\$50,000.00	\$50,000.00		\$28,000.00	\$28,000.00	\$64,602.25	\$64,602.25	\$50,000.00	\$50,000.00	\$75,000.00	\$75,000.00
4	1	L.S.	Temporary Traffic Control	\$250,000.00	\$250,000.00		\$555,000.00	\$555,000.00	\$290,262.00	\$290,262.00	\$500,000.00	\$500,000.00	\$750,000.00	\$750,000.00
5	1	L.S.	Striping, Thermoplastic Striping, Green Thermoplastic Striping (pre-forms), Traffic Signing, Pavement Markings, & RPM's	\$150,000.00	\$150,000.00		\$237,861.40	\$237,861.40	\$105,488.75	\$105,488.75	\$100,000.00	\$100,000.00	\$108,000.00	\$108,000.00
6	58,000	S.F.	Remove & Reconstruct Concrete Sidewalk (4-inch Concrete over 4-inch C.M.B) including ADA ramps	\$20.00	\$1,160,000.00		\$14.28	\$828,240.00	\$22.00	\$1,276,000.00	\$22.50	\$1,305,000.00	\$19.00	\$1,102,000.00
7	23,710	L.F.	Remove Existing and Reconstruct C-6 Curb & Gutter over 6" C.M.B with 2' A.C. Slot Pave	\$95.00	\$2,252,450.00		\$84.82	\$2,011,082.20	\$75.50	\$1,790,105.00	\$118.00	\$2,797,780.00	\$112.00	\$2,655,520.00
8	1,140	L.F.	Remove Existing and Reconstruct C-8 Curb & Gutter over 6" CMB with 2' A.C. Slot Pave	\$100.00	\$114,000.00		\$88.00	\$100,320.00	\$92.00	\$104,880.00	\$140.00	\$159,600.00	\$115.00	\$131,100.00
9	26,800	S.F.	Remove & Reconstruct P.C.C. Cross-Gutter, Spandrel, Local Depression, and P.C.C. Pad (8" Concrete over 8"inch C.M.B) with 3' A.C. Slot Pave	\$45.00	\$1,206,000.00		\$28.82	\$772,376.00	\$42.00	\$1,125,600.00	\$57.00	\$1,527,600.00	\$52.00	\$1,393,600.00
10	16,450	S.F.	Remove Existing and Reconstruct P.C.C. Driveway Approach (6-inch Concrete over 6-inch C.M.B.)	\$28.00	\$460,600.00		\$22.00	\$361,900.00	\$27.50	\$452,375.00	\$33.50	\$551,075.00	\$28.00	\$460,600.00
11	50	TONS	Remove & Reconstruct Miscellaneous AC Pavement (excludes 2' AC Slot Pave)	\$350.00	\$17,500.00		\$444.00	\$22,200.00	\$488.00	\$24,400.00	\$800.00	\$40,000.00	\$620.00	\$31,000.00
12	1,150	L.F.	Paint Curb Existing Color	\$5.00	\$5,750.00		\$8.00	\$9,200.00	\$3.25	\$3,737.50	\$5.00	\$5,750.00	\$2.30	\$2,645.00
13	6,368	L.F.	Root Prune and Install Root Barrier	\$52.00	\$331,136.00		\$48.00	\$305,664.00	\$49.75	\$316,808.00	\$55.00	\$350,240.00	\$38.00	\$241,984.00
14	86	EA	Install Truncated Domes (ADA ramps)	\$1,000.00	\$86,000.00		\$1,428.00	\$122,808.00	\$530.00	\$45,580.00	\$1,500.00	\$129,000.00	\$750.00	\$64,500.00
15	858,620	S.F.	Cold Mill (2-inch Minimum Depth)	\$0.45	\$386,379.00		\$0.42	\$360,620.40	\$0.57	\$489,413.40	\$0.45	\$386,379.00	\$0.45	\$386,379.00
16	23,000	S.F.	Cold Mill (6-inch Depth) - Balearic Park Playground	\$1.40	\$32,200.00		\$1.96	\$45,080.00	\$1.65	\$37,950.00	\$1.60	\$36,800.00	\$2.55	\$58,650.00
17	870	TONS	AC Overlay (6-inch Depth)-Balearic Park Playground	\$150.00	\$130,500.00		\$133.00	\$115,710.00	\$124.25	\$108,097.50	\$125.00	\$108,750.00	\$125.00	\$108,750.00
18	13,500	TONS	Type "C" Asphalt Concrete (A.C.) Overlay (Paving Machine) - Surface Course	\$135.00	\$1,822,500.00		\$111.00	\$1,498,500.00	\$132.75	\$1,792,125.00	\$120.00	\$1,620,000.00	\$136.00	\$1,836,000.00
19	440	TONS	Type "B" Asphalt Concrete (A.C.) Base Course (Paving Machine)	\$150.00	\$66,000.00		\$133.00	\$58,520.00	\$132.75	\$58,410.00	\$150.00	\$66,000.00	\$160.00	\$70,400.00
20	1,475	TONS	Type "D" Asphalt Concrete (A.C.) Leveling Course (Paving Machine)	\$150.00	\$221,250.00		\$133.00	\$196,175.00	\$141.25	\$208,343.75	\$225.00	\$331,875.00	\$147.00	\$216,825.00
21	600	TONS	Remove & Reconstruct Asphalt Concrete (A.C.) 6-inch Minimum Depth. (Including Excavation) - Digouts	\$300.00	\$180,000.00		\$282.00	\$169,200.00	\$347.50	\$208,500.00	\$335.00	\$201,000.00	\$300.00	\$180,000.00
22	6	EA	Install Type "E" Traffic Signal Loops	\$500.00	\$3,000.00		\$1,111.00	\$6,666.00	\$477.00	\$2,862.00	\$800.00	\$4,800.00	\$450.00	\$2,700.00
23	4	EA	Install Type "F" or modified Type "F" Traffic Signal Loops	\$530.00	\$2,120.00		\$1,111.00	\$4,444.00	\$504.00	\$2,016.00	\$800.00	\$3,200.00	\$475.00	\$1,900.00
24	80	EA	Install Blue Raised Pavement Markers (BRPM)	\$30.00	\$2,400.00		\$24.00	\$1,920.00	\$10.75	\$860.00	\$25.00	\$2,000.00	\$21.00	\$1,680.00
25	36	EA	Adjust and Reset Existing Survey Monuments and Ties per California Licensed Land Surveyor	\$750.00	\$27,000.00		\$1,300.00	\$46,800.00	\$742.25	\$26,721.00	\$1,900.00	\$68,400.00	\$700.00	\$25,200.00
26	87	EA	Adjust Manhole Covers to Grade	\$1,250.00	\$108,750.00		\$1,300.00	\$113,100.00	\$1,484.25	\$129,129.75	\$1,200.00	\$104,400.00	\$995.00	\$86,565.00
27	93	EA	Adjust Water Valves to Grade	\$1,200.00	\$111,600.00		\$1,300.00	\$120,900.00	\$1,060.00	\$98,580.00	\$1,200.00	\$111,600.00	\$975.00	\$90,675.00
28	2	EA	Adjust Well Monuments to Grade	\$1,500.00	\$3,000.00		\$1,300.00	\$2,600.00	\$1,060.00	\$2,120.00	\$2,000.00	\$4,000.00	\$975.00	\$1,950.00
29	940	ELT	Slurry Seal Type II with 2.5% Latex	\$330.00	\$310,200.00		\$321.00	\$301,740.00	\$373.75	\$351,325.00	\$310.00	\$291,400.00	\$320.00	\$300,800.00
30	62,650	L.F.	Edge Grinding (18 inch width max)	\$1.10	\$68,915.00		\$0.82	\$51,373.00	\$1.06	\$66,409.00	\$1.10	\$68,915.00	\$1.10	\$68,915.00
31	1	L.S.	Crack Seal	\$50,000.00	\$50,000.00		\$82,000.00	\$82,000.00	\$71,856.50	\$71,856.50	\$50,000.00	\$50,000.00	\$70,000.00	\$70,000.00

PROJECT BASE BID TOTAL:

\$10,409,250.00

\$9,163,000.00

\$10,189,981.01

\$11,700,000.00

\$11,869,338.00

ATTACHMENT 2

CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT

2024-2025 CITYWIDE PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT #24-03

BID OPENING DATE: SEPTEMBER 24, 2024

BASE BID			CITY ESTIMATE				5. PALP DBA EXCEL PAVING LONG BEACH		6. R.J. NOBLE COMPANY ORANGE		AVERAGE	
NO.	BID QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	LS	Mobilization and Project Scheduling	\$500,000.00	\$500,000.00		\$984,000.00	\$984,000.00	\$800,000.00	\$800,000.00	\$703,809.94	\$703,809.94
2	1	F.A.	Additional Work Items	\$300,000.00	\$300,000.00		\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
3	1	L.S.	Water Quality (BMP's)	\$50,000.00	\$50,000.00		\$24,000.00	\$24,000.00	\$74,000.00	\$74,000.00	\$52,600.38	\$52,600.38
4	1	L.S.	Temporary Traffic Control	\$250,000.00	\$250,000.00		\$325,000.00	\$325,000.00	\$400,000.00	\$400,000.00	\$470,043.67	\$470,043.67
5	1	L.S.	Striping, Thermoplastic Striping, Green Thermoplastic Striping (pre-forms), Traffic Signing, Pavement Markings, & RPM's	\$150,000.00	\$150,000.00		\$110,000.00	\$110,000.00	\$110,000.00	\$110,000.00	\$128,558.36	\$128,558.36
6	58,000	S.F.	Remove & Reconstruct Concrete Sidewalk (4-inch Concrete over 4-inch C.M.B) including ADA ramps	\$20.00	\$1,160,000.00		\$21.00	\$1,218,000.00	\$20.00	\$1,160,000.00	\$19.80	\$1,148,206.67
7	23,710	L.F.	Remove Existing and Reconstruct C-6 Curb & Gutter over 6" C.M.B with 2' A.C. Slot Pave	\$95.00	\$2,252,450.00		\$134.00	\$3,177,140.00	\$140.00	\$3,319,400.00	\$110.72	\$2,625,171.20
8	1,140	L.F.	Remove Existing and Reconstruct C-8 Curb & Gutter over 6" CMB with 2' A.C. Slot Pave	\$100.00	\$114,000.00		\$134.00	\$152,760.00	\$158.00	\$180,120.00	\$121.17	\$138,130.00
9	26,800	S.F.	Remove & Reconstruct P.C.C. Cross-Gutter, Spandrel, Local Depression, and P.C.C. Pad (8" Concrete over 8"inch C.M.B) with 3' A.C. Slot Pave	\$45.00	\$1,206,000.00		\$51.00	\$1,366,800.00	\$74.00	\$1,983,200.00	\$50.80	\$1,361,529.33
10	16,450	S.F.	Remove Existing and Reconstruct P.C.C. Driveway Approach (6-inch Concrete over 6-inch C.M.B.)	\$28.00	\$460,600.00		\$31.00	\$509,950.00	\$31.50	\$518,175.00	\$28.92	\$475,679.17
11	50	TONS	Remove & Reconstruct Miscellaneous AC Pavement (excludes 2' AC Slot Pave)	\$350.00	\$17,500.00		\$720.00	\$36,000.00	\$406.00	\$20,300.00	\$579.67	\$28,983.33
12	1,150	L.F.	Paint Curb Existing Color	\$5.00	\$5,750.00		\$3.00	\$3,450.00	\$3.15	\$3,622.50	\$4.12	\$4,734.17
13	6,368	L.F.	Root Prune and Install Root Barrier	\$52.00	\$331,136.00		\$51.00	\$324,768.00	\$52.50	\$334,320.00	\$49.04	\$312,297.33
14	86	EA	Install Truncated Domes (ADA ramps)	\$1,000.00	\$86,000.00		\$985.00	\$84,710.00	\$715.00	\$61,490.00	\$984.67	\$84,681.33
15	858,620	S.F.	Cold Mill (2-inch Minimum Depth)	\$0.45	\$386,379.00		\$0.45	\$386,379.00	\$0.38	\$326,275.60	\$0.45	\$389,241.07
16	23,000	S.F.	Cold Mill (6-inch Depth) - Balearic Park Playground	\$1.40	\$32,200.00		\$1.67	\$38,410.00	\$1.65	\$37,950.00	\$1.85	\$42,473.33
17	870	TONS	AC Overlay (6-inch Depth)-Balearic Park Playground	\$150.00	\$130,500.00		\$130.00	\$113,100.00	\$168.00	\$146,160.00	\$134.21	\$116,761.25
18	13,500	TONS	Type "C" Asphalt Concrete (A.C.) Overlay (Paving Machine) - Surface Course	\$135.00	\$1,822,500.00		\$123.00	\$1,660,500.00	\$135.00	\$1,822,500.00	\$126.29	\$1,704,937.50
19	440	TONS	Type "B" Asphalt Concrete (A.C.) Base Course (Paving Machine)	\$150.00	\$66,000.00		\$162.00	\$71,280.00	\$170.00	\$74,800.00	\$151.29	\$66,568.33
20	1,475	TONS	Type "D" Asphalt Concrete (A.C.) Leveling Course (Paving Machine)	\$150.00	\$221,250.00		\$150.00	\$221,250.00	\$185.00	\$272,875.00	\$163.54	\$241,223.96
21	600	TONS	Remove & Reconstruct Asphalt Concrete (A.C.) 6-inch Minimum Depth. (Including Excavation) - Digouts	\$300.00	\$180,000.00		\$310.00	\$186,000.00	\$306.00	\$183,600.00	\$313.42	\$188,050.00
22	6	EA	Install Type "E" Traffic Signal Loops	\$500.00	\$3,000.00		\$460.00	\$2,760.00	\$475.00	\$2,850.00	\$628.83	\$3,773.00
23	4	EA	Install Type "F" or modified Type "F" Traffic Signal Loops	\$530.00	\$2,120.00		\$480.00	\$1,920.00	\$500.00	\$2,000.00	\$645.00	\$2,580.00
24	80	EA	Install Blue Raised Pavement Markers (BRPM)	\$30.00	\$2,400.00		\$23.00	\$1,840.00	\$11.00	\$880.00	\$19.13	\$1,530.00
25	36	EA	Adjust and Reset Existing Survey Monuments and Ties per California Licensed Land Surveyor	\$750.00	\$27,000.00		\$700.00	\$25,200.00	\$1,300.00	\$46,800.00	\$1,107.04	\$39,853.50
26	87	EA	Adjust Manhole Covers to Grade	\$1,250.00	\$108,750.00		\$2,000.00	\$174,000.00	\$1,300.00	\$113,100.00	\$1,379.88	\$120,049.13
27	93	EA	Adjust Water Valves to Grade	\$1,200.00	\$111,600.00		\$1,600.00	\$148,800.00	\$1,300.00	\$120,900.00	\$1,239.17	\$115,242.50
28	2	EA	Adjust Well Monuments to Grade	\$1,500.00	\$3,000.00		\$1,600.00	\$3,200.00	\$1,400.00	\$2,800.00	\$1,389.17	\$2,778.33
29	940	ELT	Slurry Seal Type II with 2.5% Latex	\$330.00	\$310,200.00		\$253.00	\$237,820.00	\$310.00	\$291,400.00	\$314.63	\$295,747.50
30	62,650	L.F.	Edge Grinding (18 inch width max)	\$1.10	\$68,915.00		\$1.45	\$90,842.50	\$1.05	\$65,782.50	\$1.10	\$68,706.17
31	1	L.S.	Crack Seal	\$50,000.00	\$50,000.00		\$110,000.00	\$110,000.00	\$72,000.00	\$72,000.00	\$75,976.08	\$75,976.08
PROJECT BASE BID TOTAL:					\$10,409,250.00			\$12,089,879.50		\$12,847,300.60		\$11,309,916.52

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 24-03**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated November 19, 2024 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and ONYX PAVING COMPANY, INC. a California corporation ("CONTRACTOR").

WHEREAS, CITY desires to construct the public improvements described below under Paragraph 1, Scope of Work (the "Project"); and

WHEREAS, CITY has determined that CONTRACTOR is the lowest responsible bidder; and

WHEREAS, CITY now desires to contract with CONTRACTOR to furnish construction and related services for the Project; and

WHEREAS, CITY and CONTRACTOR desire to set forth their rights, duties and liabilities in connection with the services to be performed.

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

1. SCOPE OF WORK.

The scope of work generally consists of a citywide parkway maintenance, street rehabilitation and slurry seal project (the "Work").

The Work is further described in the "Contract Documents" referred to below.

The Project is known as the 2024-2025 Citywide Parkway Maintenance, Street and Rehabilitation, and Slurry Seal Project, City Project No.24-03 (the "Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

- (a) This Agreement;
- (b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;
- (c) Bid package, including, but not limited to, notice inviting bids, complete plans, profiles, detailed drawings and specifications, general provisions and special provisions. The bid package is attached hereto as Exhibit B and

incorporated herein;

- (d) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit C;
- (e) Drug-Free Workplace Policy, attached hereto as Exhibit D and incorporated herein; and
- (f) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). Provisions of The Greenbook are incorporated by this reference as if fully set forth herein.

The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is Cristina Oquendo, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf

of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 11 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed Nine Million One Hundred Sixty-Three Thousand Dollars (\$9,163,000.00).

8. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

9. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to

CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the CITY with the Orange County Clerk-Recorder and after CONTRACTOR has furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's work under this Agreement, CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

10. PROMPT PAYMENT OF SUBCONTRACTORS.

CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within one hundred thirty (130) working days from the date set in the Notice-to-Proceed or the the first day of commencement of the Work, whichever occurs first.

12. TERMINATION.

- (a) Termination for Convenience. CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.
- (b) Termination for Breach of Contract.
 - (i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.
 - (ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.
 - (iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to Six Thousand Seven Hundred Dollars (\$6,700.00) as liquidated damages for each calendar day beyond the date provided for the completion of such work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY, that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 13 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

16. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

17. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

18. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar

with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

19. CONTRACT SECURITY AND GUARANTEE.

CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and/or standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which CONTRACTOR is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the bonds, nor acceptance

thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

20. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorneys' fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR

or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

21. INSURANCE.

(a) Minimum Scope and Limits of Insurance. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph 21 and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

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

- (i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its

workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement;
- (3) Concurrence of effective dates with primary policies;
- (4) Policies shall "follow form" to underlying primary policies; and
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

- (i) Additional insureds: The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR."
- (ii) Notice: "Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."
- (iii) Other Insurance: "CONTRACTOR's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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

- (d) Insurance Applies Separately. CONTRACTOR's insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

(f) Proof of Insurance. Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to City's Risk Management.

(g) Non-Limiting. Nothing in this Paragraph 21 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

22. PREVAILING WAGE REQUIREMENTS.

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

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

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by CONTRACTOR's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the

basic rate of pay. CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by CONTRACTOR or by any subcontractor(s) of CONTRACTOR, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

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

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

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

23. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

24. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms.

CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

25. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

26. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

27. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Seung Yang

Notices required to be given to CONTRACTOR shall be addressed as follows:

Onyx Paving Company, Inc.
2890 E. La Cresta Avenue
Anaheim, CA 92806
Attn: Corey R. Kirschner, Principal

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Swiss Re Corporate Solutions American Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105-2478
Attn: Jeffrey Goldberg, Senior Vice President

28. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

29. PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

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

30. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

31. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

32. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

33. ASSIGNABILITY.

This Agreement may not be transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such transfer or assignment, or attempted transfer or assignment, without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

34. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

35. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

36. CONSTRUCTION.

The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

37. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

38. CORPORATE AUTHORITY.

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

[Signature page follows.]

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

CITY OF COSTA MESA
A municipal corporation

Lori Ann Farrell Harrison
City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

ATTEST:

Brenda Green
City Clerk

Date: _____

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

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

CITY OF COSTA MESA
ORANGE COUNTY, CALIFORNIA

NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND
SPECIAL PROVISIONS FOR

**2024-2025 CITYWIDE PARKWAY MAINTENANCE,
STREET REHABILITATION, AND SLURRY SEAL PROJECT**

CITY PROJECT NO. 24-03

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:

**2024-2025 Citywide Parkway Maintenance,
Street Rehabilitation,
and Slurry Seal Project
CITY PROJECT NO. 24-03**

1. **BID SUBMISSION AND OPENING:** Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of **2:00 P.M., Tuesday, September 24, 2024**, 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>.

2. **SCOPE OF WORK AND BID DOCUMENTS:** The scope of work generally consists of mobilization, removal and reconstruction of curb and gutters, sidewalks, driveway approaches, spandrels, cross gutters, and A.D.A. ramps; removal and reconstruction of existing pavement; milling and overlaying with new asphalt; adjustment of manholes and water valves to grades; procurement and application of Slurry Seal Type II with 2.5% latex, crack sealing; edge grinding, notifications to businesses and residents; traffic signing; striping and markings; installation of pavement markers; and implementing traffic control.

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. **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 a 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 is received by the City Clerk **PRIOR** to the bid submission deadline.
6. **CONTRACTOR'S LICENSE:** A valid **California Contractor's License Class "A" (General Engineering Contractor)** 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. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:** 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.
9. **PAYMENT (LABOR & MATERIAL) BOND AND PERFORMANCE BOND:** A Payment (Labor & Material) Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful bidder prior to or after the award of the contract.
10. **RETENTION:** 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. **CITY'S RIGHT TO REJECT BIDS:** 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. **COMMUNITY WORKFORCED AGREEMENT (CWA):** This Contract is subject to the terms and conditions contained in the Community Workforce Agreement for this Project. The CWA is attached hereto and incorporated into the Contract. Contractor agrees to comply with all terms and conditions contained in the CWA and have incorporated any and all costs associated with compliance with the CWA into the Contract Price.
14. **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 Leslie Pacheco, Public Works Department, via e-mail at leslie.pacheco@costamesaca.gov.

Brenda Green, City Clerk
City of Costa Mesa
Dated: August 15, 2024

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. **QUALIFICATION OF BIDDERS:** 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. **BID SECURITY / BID BOND:** Each bid shall be accompanied by one of the following: cash, cashier's check made payable to the City, a certified 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. This original bid security / bid bond must be submitted to the City Clerk's Office *at least one hour prior* to the bid submission deadline. Any and all **late** submittals of the bid security / bid bond **shall** be rejected, and it is the bidder's responsibility, *not* the delivery service, to ensure said bid security / bid bond is delivered timely to the City Clerk's office. The Bidder's Bond shall 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, if awarded the work, shall execute the contract in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) calendar days after a written Notice of Intent to Award Contract is deposited in the mail. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City.
4. **NONCOLLUSION AFFIDAVIT:** Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.
5. **SIGNATURE:** 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. **CORRECTIONS:** Any corrections made to the submitted bid must be made electronically via *PlanetBids*.
7. **DELIVERY OF PROPOSAL:** Proposals shall be submitted electronically via *PlanetBids*: <https://www.planetbids.com/portal/portal.cfm?CompanyID=45476>. No other form of submittal shall be accepted by the City.
8. **BID DEPOSIT RETURN:** 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. TAXES: 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. WITHDRAWAL OF BIDS: 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. AGREEMENT AND BONDS: 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. FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT: 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. BIDDERS INTERESTED IN MORE THAN ONE BID: 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. INTERPRETATION OF PLANS AND DOCUMENTS: If any Bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to 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. **ADDENDA:** 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. **QUESTIONS TO THE ENGINEER:** 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. **EQUIVALENT MATERIALS:** 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. **LEGAL RESPONSIBILITIES:** 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. **ANTI-DISCRIMINATION:** 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. **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. 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. **BID PROTEST PROCEDURES:** 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.

25. COMMUNITY WORKFORCE AGREEMENT REQUIREMENTS: This project is subject to and the Contractor shall adhere to the City's Community Workforce Agreement (CWA). This project is considered a Prime Multi-Trade Construction contract. The CWA is a pre-hire collective bargaining agreement, which establishes the labor relations policies and procedures for Contractor and all subcontractors of all tiers to follow in the crafts persons employed to complete the Work of Improvement as more fully described in the CWA. The CWA is incorporated by reference in the Public Works Agreement. A copy of the CWA may be found in Appendix B of these Special Provisions.

REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS

Date: N/A

Time: N/A

Company: N/A

Contact Person: N/A

Address: N/A

Telephone: N/A	FAX: N/A
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Plan Sheet:

Specification Section:

INTERPRETATION REQUESTED:

N/A

REPLY: N/A

TO A/E: N/A

SECTION C
PROPOSAL
FOR THE
2024-2025 PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY
SEAL PROJECT, CITY PROJECT NO. 24-03

The Honorable City Council
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **2024-2025 PARKWAY MAINTENANCE, STREET REHABILITATION, AND SLURRY SEAL PROJECT, CITY PROJECT NO. 24-03**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN ONE HUNDRED THIRTY (130) 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 DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization and Project Scheduling	1	L.S.	\$333,000	\$ 333,000
2	Additional Work Items	1	F.A.	\$ 300,000	\$ 300,000
3	Water Quality (BMP's)	1	L.S.	\$ 28,000	\$ 28,000
4	Temporary Traffic Control	1	L.S.	\$555,000	\$555,000
5	Striping, Thermoplastic Striping, Green Thermoplastic Striping (pre-forms), Traffic Signing, Pavement Markings, & RPM's	1	L.S.	\$237,861.40	\$237,861.40


 Bidder's Initials

BID SCHEDULE PROPOSAL (Continued)

ITEM #	BID ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
Phase I: Parkway Concrete:					
6	Remove & Reconstruct Concrete Sidewalk (4-inch Concrete over 4-inch C.M.B.) including ADA ramps	58,000	S.F.	\$ 14.25	\$ 828,240
7	Remove Existing and Reconstruct C-6 Curb & Gutter over 6" CMB with 2' A.C. Slot Pave	23,710	L.F.	\$ 84.82	\$ 2,011,082.20
8	Remove Existing and Reconstruct C-8 Curb & Gutter over 6" CMB with 2' A.C. Slot Pave	1,140	L.F.	\$ 88	\$ 100,320
9	Remove & Reconstruct P.C.C. Cross-Gutter, Spandrel, Local Depression, and P.C.C. Pad (8" Concrete over 8" inch C.M.B) with 3' A.C. Slot Pave	26,800	S.F.	\$ 28.82	\$ 772,376
10	Remove Existing and Reconstruct P.C.C. Driveway Approach (6-inch Concrete over 6-inch C.M.B)	16,450	S.F.	\$ 22	\$ 361,900
11	Remove & Reconstruct Miscellaneous AC Pavement (excludes 2' ac slot pave)	50	TONS	\$ 444	\$ 22,200
12	Paint Curb Existing Color	1,150	L.F.	\$ 8	\$ 9,200
13	Root Prune and Install Root Barrier	6,368	L.F.	\$ 48	\$ 305,664
14	Install Truncated Domes (ADA ramps)	86	EA	\$ 1428	\$ 122,808
Phase II: Street Rehabilitation:					
15	Cold Mill (2-inch Minimum Depth)	858,620	S.F.	\$ 0.42	\$ 360,620.40
16	Cold Mill (6-inch Depth) - Balearic Park Playground	23,000	S.F.	\$ 1.96	\$ 45,080
17	AC Overlay (6-inch Depth) - Balearic Park Playground	870	TONS	\$ 133	\$ 115,710
18	Type "C" Asphalt Concrete (A.C.) Overlay (Paving Machine) - Surface Course	13,500	TONS	\$ 111	\$ 1,498,500
19	Type "B" Asphalt Concrete (A.C.) Base Course (Paving Machine)	440	TONS	\$ 133	\$ 58,520
20	Type "D" Asphalt Concrete (A.C.) Leveling Course (Paving Machine)	1,475	TONS	\$ 133	\$ 196,175


 Bidder's Initials

BID SCHEDULE PROPOSAL (Continued)


ITEM #	BID ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
21	Remove & Reconstruct Asphalt Concrete (A.C.) 6-inch Minimum Depth, (including Excavation) - Digouts	600	TONS	\$ 282	\$ 169,200
22	Install Type "E" Traffic Signal Loops	6	EA	\$ 1,111	\$ 6,666
23	Install Type "F" or modified Type "F" Traffic Signal Loops	4	EA	\$ 1,111	\$ 4,444
24	Install Blue Raised Pavement Markers (BRPM)	80	EA	\$ 24	\$ 1,920
25	Adjust and Reset Existing Survey Monuments and Ties per California Licensed Land Surveyor	36	EA	\$ 1,300	\$ 46,800
26	Adjust Manhole Covers to Grade	87	EA	\$ 1,300	\$ 113,100
27	Adjust Water Valves to Grade	93	EA	\$ 1,300	\$ 120,900
28	Adjust Well Monuments to Grade	2	EA	\$ 1,300	\$ 2,600
Phase III: Slurry Seal:					
29	Slurry Seal Type II with 2.5% Latex	940	ELT	\$ 321	\$ 301,740
30	Edge Grinding (18 inch width max)	62,650	L.F.	\$ 0.82	\$ 51,373
31	Crack Seal	1	L.S.	\$ 82,000	\$ 82,000
TOTAL BID PROPOSAL FIGURES:				\$ 9,163,000	

TOTAL BID PROPOSAL (Words):

Nine million one hundred sixty-three thousand
dollars even.

The award of the Contract shall be based on the lowest responsive Bid amount, and the City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.

The CITY also reserves the right to reject all Bids.


Bidder's Initials

**PROPOSAL BID SCHEDULE
(CONTINUED)**

NOTES:

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. 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. COMMUNITY WORKFORCE AGREEMENT (CWA): This Contract is subject to the terms and conditions contained in the Community Workforce Agreement for this Project. The CWA is attached hereto and incorporated into the Contract. Contractor agrees to comply with all terms and conditions contained in the CWA and have incorporated any and all costs associated with compliance with the CWA into the Contract Price.



Bidder's Initials

PROPOSAL**Base Bid (Continued)**

(Please Type or Print)

Total Amount for Base Bid (in written words) Nine million one hundred sixty-three thousand dollars even. (\$ 9,163,000.00)

Contractor's Lawful Name: ONYX PAVING COMPANY, INC. in figures

Bidder's Name: COREY R. KIRSCHNER Bidder's Initials: CK

Contractor's License No. 630360 Expiration: 10/31/2025

Contractor's Taxpayer I.D. Number: 33-0394344

Contractor's DIR Registration Number: 1000004798

Signature: [Signature] COREY R. KIRSCHNER - CEO Date: 9/23/2024

Contractor's Address: 2890 E. LA CRESTA AVE. ANAHEIM, CA 92806

Telephone Number: (714) 632-6699 Mobile No.: (714) 632-6699

Fax Number: () N/A E-mail: BIDS@ONYXPAVING.COM

24-Hour Emergency Contacts:

COREY R. KIRSCHNER
Name

Telephone Number: (714) 632-6699

Mobile No.: () 714-632-6699

JACKSON HULSE
Name

Telephone No.: () 714-632-6699

Mobile No.: () 714-632-6699

JAY KIRSCHNER
Name

Telephone No.: () 714-632-6699

Mobile No.: () 714-632-6699

CK
Bidder's Initials

**PROPOSAL SCHEDULE
(CONTINUED)**

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of BIDDER'S BOND 10% (\$) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.



Bidder's Initials

Respectfully Submitted,

ONYX PAVING COMPANY, INC.
 Contractor's Business Name
2890 E. LA CRESTA AVE.
 Business Address: Street
ANAHEIM, CA 92806
 City State Zip
714-632-6699
 Business Phone Number
COREY R. KIRSCHNER - CEO
 Name Title
ANAHEIM, CA 92806
 City State Zip

Contractor Title
COREY R. KIRSCHNER CEO
 Signed By Title
630360; A, C12 10/31/2025
 Contractor's License No. and Classification Exp. Date
9/23/2024
 Date
2890 E. LA CRESTA AVE.
 Residence: Street
714-632-6699
 Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☒ Corporation
Taxpayer I.D. Number: 33-0394344

Name COREY R. KIRSCHNER - CEO
 Name JAY KIRSCHNER - VP, SEC, TREAS.
 Name _____

Can Sign

Must Sign

☒
☒
☐
☐
☐
☐

If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.


☐ Partnership or Joint Ventures
Taxpayer I.D. Number: N/AName N/AAddress N/AName N/AAddress N/A

If the bidder is a sole proprietorship or another entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

COREY R. KIRSCHNER - CEO
ANTHONY STEEN - PRES.
JAY KIRSCHNER - VP, SEC, TREAS.


 Bidder's Initials

DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half ($\frac{1}{2}$) 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
Partial 10	3.11% 3.14%	Pavement Corrections Co. P.O. Box 101, Vallecito, CA vtran@pavementrecycling.com	303609	A, C32	1000003382
13	3.24% 3.30%	V & E Tree Service Orange, CA John@vetreeservice.com	654506	C29, C61/D49	1000001936
22, 23	0.09%	California Professional Eng. La Fuente, CA estimating@openengineeringinc.com	793907	A, C-10, C-20	1000377609
Partial 15, 31	1.24% 1.26%	Pavement Rehab Company, INC. Anaheim, CA +int@pavementrehab.com	1051374	C-12, C-8	1000064823
5, 12, 24	1.13% 1.14%	Interstate Striping, Inc. Fontana, CA Stephanie@interstate-striping.com	1087140	C32	1000866044
25	1.07% 1.07%	Caseland Surveying, Inc. Orange, CA clsi@caselandsurveying.com	L5411	Surveyor	1000001533

By submission of this proposal, the Bidder certifies:

- That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
- That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.


Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: ONYX PAVING COMPANY, INC. Phone: 714-632-6699

Address: 2890 E. LA CRESTA AVE. Fax: N/A

ANAHEIM, CA 92806

Contact Person: COREY R. KIRSCHNER No. of years in business: 34

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? ASPHALT PAVING

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☒ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.

OK
Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: Pavement Coatings Co. Phone: 714-826-3011

Address: 10240 San Sevaie Way Fax: 714-826-3129

Jurupa Valley, CA 91752

Contact Person: James Wu - Vice President No. of years in business: 49

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? _____

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☒ More than \$15 Million

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Firm Name: V/E Tree Service, Inc. Phone: 714-997-0903

Address: 2425 N. Batavia St. Fax: 714-637-4070

Orange, Ca 92863

Contact Person: John Payton No. of years in business: 47

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? Removing Trees and Landscaping

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☒ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☐ More than \$15 Million

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3.

JP
Bidder's Initials

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Firm Name: California Professional Engineering Inc. Phone: 626-810-1338

Address: 19062 San Jose Ave., La Puente, CA 91748 Fax: 626-810-1322

Contact Person: Van Nguyen No. of years in business: 24

Is the firm currently certified as a DBE under 49 CFR Part 26? ☒ YES ☐ NO

Type of work/services/materials provided by firm? Electrical Material & Install

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☒ More than \$15 Million

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Firm Name: Pavement Rehab Company Phone: 714-397-0733
 Address: 2890 E. La Cresta Ave Fax: 714-333-4844
Anaheim, CA, 92806
 Contact Person: Tim Fitzpatrick No. of years in business: 6
 Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO
 Type of work/services/materials provided by firm? Crack Seal

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
☐ Less than \$5 Million
☐ Less than \$10 Million
☐ Less than \$15 Million
☒ More than \$15 Million

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3.

CPB III
 Bidder's Initials

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: Interstate Striping, Inc. Phone: 909-774-9803

Address: 9784 Poplar Ave Fax: None
Fontana, Ca 92335

Contact Person: Stephanie Acosta No. of years in business: 3

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? Road Striping, signs, MARKERS

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
☐ Less than \$5 Million
☒ Less than \$10 Million
☐ Less than \$15 Million
☐ More than \$15 Million

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Firm Name: Case Land Surveying, Inc. Phone: 714-628-8948

Address: 614 N. Eckhoff Street Fax: 714-628-8905

Orange, CA 92868

Contact Person: Karen York No. of years in business: 38

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? Survey

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☒ Less than \$10 Million
- ☐ Less than \$15 Million
- ☐ More than \$15 Million

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3.

CPB III
Bidder's Initials



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-407

Meeting Date: 11/19/2024

TITLE:

APPROVE THE ACQUISITION OF REAL PROPERTY LOCATED AT 778 SHALIMAR DRIVE, COSTA MESA, CA 92627 FOR EVALUATION OF COMMUNITY SERVING PUBLIC USES

DEPARTMENT: CITY MANAGER'S OFFICE, ADMINISTRATION

PRESENTED BY: CECILIA GALLARDO-DALY, ASSISTANT CITY MANAGER

CONTACT INFORMATION: SERGIO ESCOBAR, MANAGEMENT ANALYST (714) 754-5156

RECOMMENDATION:

Staff recommends the City Council:

1. Determine the acquisition of the property is exempt from analysis under the California Environmental Quality Act (CEQA).
2. Approve the acquisition of real property located at 778 Shalimar Drive, Costa Mesa, CA 92627 for evaluation of community serving public uses.
3. Authorize the release of all contingency items related to the Real Estate Purchase Agreement, including appraisal and inspections.
4. Authorize a budget appropriation in the amount of \$1.5 million from audited General Fund Unassigned Fund Balances for the acquisition of 778 Shalimar Drive, Costa Mesa, CA 92627.
5. Authorize the City Manager and City Clerk to execute any and all real estate purchase documents, disclosures, escrow paperwork and future authorized changes and amendments necessary.

BACKGROUND:

The residential real property (Property) located at 778 Shalimar Drive, Costa Mesa, CA 92627, Assessor Parcel Number (APN) 424-051-23 was listed for sale on May 23, 2024 at a listing price of \$1,850,000. The 6,970 square-foot property includes a 3,390 square-foot, four-unit residential structure, with each unit having two bedrooms with one bathroom. Currently, three of the four units are occupied, with one unit vacant.

The property is adjacent to Shalimar Park, which is located in the Westside neighborhood of Costa Mesa along Shalimar Drive between Wallace Avenue and Placentia Avenue. The park was dedicated in January 1999, and despite its relatively small size, less than half-acre, the current park includes a playground featuring elements for young children, trees, seating area and benches.

The park is situated in an open space deficient community, between two apartment complexes (one being the subject property for sale) and is an essential part of the community in serving the nearby underserved residents with recreational amenities. The City secured state grant funding through State Senator Dave Min for various parks projects, of which \$1.0 million was allocated for Shalimar Park and is currently underway.

In June 2024, City staff identified the potential land acquisition of the residential real property at 778 Shalimar Drive that could potentially expand the Shalimar Park footprint to include a Community Center and/or expand the park to provide additional amenities and/or provide additional affordable housing. The City's Real Estate consultant, Carlo Achdjian, contacted the seller to express the City's interest in the property. The property owner was amenable to negotiating with the City. The City's consultant has been in subsequent discussions with the seller for the potential acquisition of the property. City staff conducted a site visit of the property and visited three tenant-occupied units in June 2024. Staff observed that the property was in dilapidated condition.

The subject property presents the City a unique opportunity to potentially expand open space and recreational amenities, develop a community center, and/or improve affordable housing opportunities as a part of a broader effort to improve the quality of life residents of the Shalimar neighborhood. For these reasons, Staff presented this land acquisition opportunity for City Council consideration. The City Council authorized a letter of interest to be submitted to the seller in July 2024 to begin negotiations.

Exhibit 1 - Shalimar Park



On August 6, 2024, the City Council authorized Staff to begin negotiating the Price and Terms of Payment for the property. At the direction of the City Council, the City Real Estate Consultant and City Attorney prepared a draft Real Property Purchase Agreement.

On November 12, 2024, the Planning Commission adopted Resolution PC 2024-26 finding that the proposed acquisition of real property at 778 Shalimar Drive is in conformance with the City of Costa Mesa General Plan and is not subject to the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061 (b)(3).

ANALYSIS:

The acquisition of the property located at 778 Shalimar Drive presents the City with a unique opportunity to expand community serving uses in a park deficient community, while also safeguarding the interests of nearby residents. Preliminary options, subject to further assessment, include expanding the current footprint of Shalimar Park by adding recreational and sports amenities, proposed construction of a community center, and/or enhancing the affordable housing opportunities at the site, or a combination thereof.

Exhibit 2 - 778 Shalimar Drive**Location Map****Street View****Property Facts**

- Location: 778 Shalimar Drive
 - Adjacent to Shalimar Park
- Year Built: 1961
- Property Type: Multi-Family
- Size:
 - Lot: 6,970 S.F.
 - Building: 3,390 S.F.
 - Number of units: Four
- Occupancy
 - Three occupied units and one vacant unit
 - Number of tenants - 19

Existing Property Conditions

On June 27, 2024, City staff conducted a site visit with the City's Real Estate Consultant and the property owner. Out of the four units, staff was provided access to three tenant occupied units and were informed that one unit had been recently remodeled; however, no access was provided to the vacant unit. During the visit, Staff observed that the units and overall property, are in poor condition and in dire need of substantial rehabilitation.

Currently, three of the four units are tenant occupied with one (remodeled) vacant unit. The total building occupancy is approximately 19 occupants.

Of the units visited, staff observed that substantial work would be required to bring the property to code compliance and make the units habitable given the building conditions. City staff determined that should the City acquire the property, the four-unit structure should be demolished and unoccupied while the consideration of the property's future is determined. The City is currently undertaking the renovation of nearby City-owned and vacant housing units that could offer a replacement housing for the current residents.

Real Property Purchase Agreement

The proposed Real Property Purchase Agreement, includes the following key provisions:

- The total purchase price for the property at \$1,725,000;
- The City shall deposit \$100,000 for escrow within 30 days of approval of the Real Property Purchase Agreement;
- Escrow opening upon execution, and in accordance, of the Real Property Purchase Agreement;
- Due diligence required including property inspection and environmental assessment of any hazardous conditions of the property, i.e., lead, asbestos, soil contamination, etc.
- Escrow shall be open for a period of 180 days following the execution of the Real Property Purchase Agreement to allow for tenant relocation.

Tenant Relocation Plan

The City entered into a Professional Service Agreement with Monument Inc. (Monument), to provide support services in connection with the relocation of the tenants at 778 Shalimar Drive pursuant to Federal and State law. Monument specializes in providing professional real estate and right-of-way services with knowledge of public sector requirements. Monument possesses the expertise and sensitivity to work effectively with a broad range of stakeholders and operates in conformance with all State and Federal laws including California Government Code, Section 7260, et seq, Title 25, the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 49 CFR Part 24, and within the applicable guidelines of the Caltrans Right of Way Manual and the Caltrans Local Assistance Procedures Manual.

Monument will assist the City by interviewing occupants of impacted units, prepare a relocation plan, draft relocation notices and meet with all tenants to present their relocation benefits, help tenants identify replacement units and prepare claims on their behalf, as required by the State relocation law.

In preparation of a relocation plan, Monument will conduct the following activities:

- Interview occupants to obtain needed tenant demographic information. The interview requests household information, including the number of persons, ages, gender, income information, distance to employment, medical and other special needs assessments, as well as over-crowding.
- Research the rental market for available replacement locations within the immediate community and surrounding areas.
- Ensure the potential eligibility calculation amounts for the determined placement of tenants into comparable units.

- Coordinate mandatory 30-Day Relocation Plan review and finalize the Plan upon receipt of Public Comments.
- Present a draft Relocation Plan to the City Council for review and approval.

The Relocation Plan process is anticipated to take three months. Upon completion of the 30-Day Plan review, the Relocation Plan will be brought to the City Council for approval.

Tenant Relocation Process

While this is an exciting opportunity for the Shalimar neighborhood, it does impact the current tenants at this property. As part of this project, the City will be working closely with tenants to ensure that the transition is handled smoothly, with sensitivity and care. Residents living on the property will have the opportunity to relocate to City-owned affordable housing units in the immediate vicinity, preventing the displacement of tenants wishing to continue to be a part of the Shalimar neighborhood. This will also ensure there is no disruption to families with children attending local schools.

During the relocation process, Monument will conduct the following activities:

- Conduct personal, on-site interviews of existing tenants to ascertain relocation needs and special requirements.
- Inform tenants of relocation process, services and benefits.
- Prepare and distribute General Information Notices, Notices of Eligibility, 90-Day Notices to Vacate, and other notices, as required.
- Assist tenants in locating to replacement sites and provide written referrals.
- Provide on-going advisory assistance to tenants, including lists of qualified movers, if needed.
- Coordinate and conduct the inspection to the replacement site.
- Monitor the actual move to the replacement site, as necessary.
- Prepare all benefit claim forms and submit to the City for processing and payment.
- Deliver benefit checks and other appropriate payments to claimants.

The Relocation Process is anticipated to take three months. Tenants are eligible for moving expenses and a rent differential based on fair market value, if they move into a property with higher rent than the subject property. Altogether, the relocation preparation and process is anticipated to be six months, coinciding with the six-month escrow period.

Potential Uses

The City intends to evaluate the use of the property for a variety of community serving uses including the creation of a community center, expansion of Shalimar Park and/or enhanced affordable housing, among other possible community uses. All of these uses are currently allowed under existing zoning and General Plan Land Use designations.

Zoning District

The property is in the R-3 Multiple-Family Residential District. This district is intended to promote the development of multi-family rental as well as ownership dwelling units. The required minimum lot size is 12,000 square feet. The maximum density allowed is 2,178 square feet per dwelling unit, which equals 20 dwelling units per gross acre.

The City's Land Use Matrix permits "parks and playgrounds" in the R3 Zoning District subject to the approval of a Conditional Use Permit (CUP).

General Plan Land Use Designation

HDR-High Density Residential. Areas designated as High-Density Residential are intended for residential development with a density of up to 20 units to the acre.

General Plan Conformance (Government Code Section 65402)

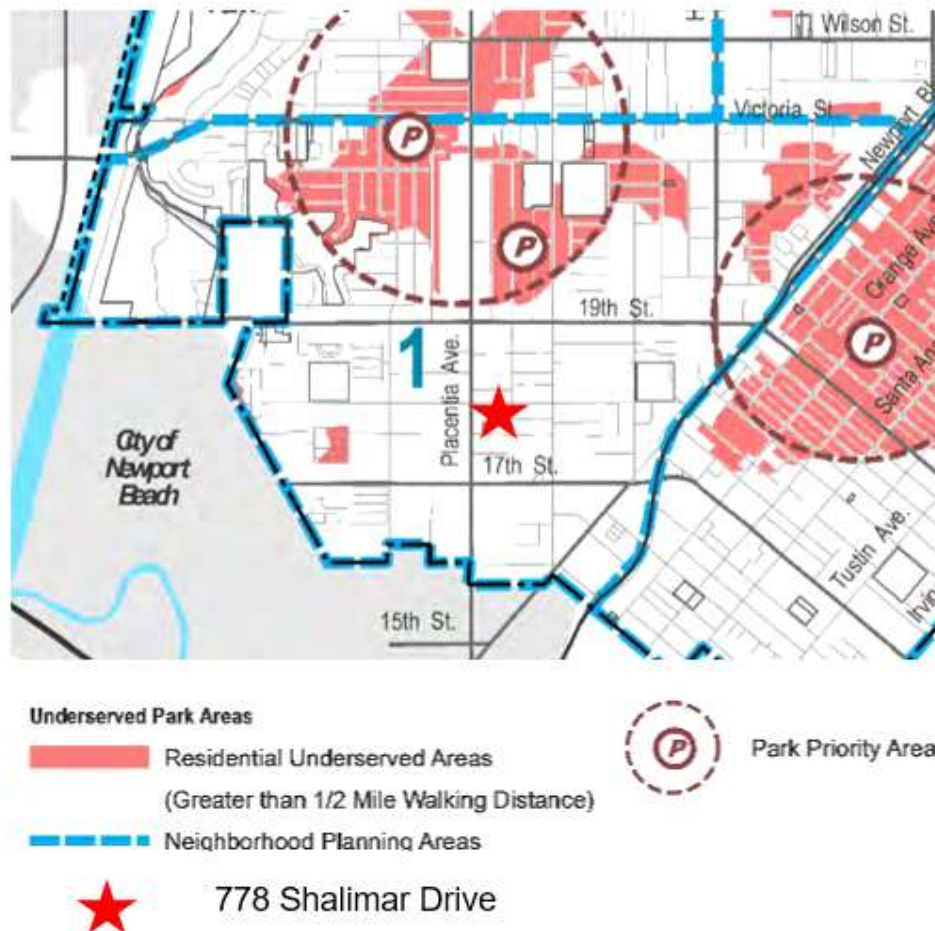
Pursuant to Government Code Section 65402(a), if a general plan or part thereof has been adopted, no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof.

On November 12, 2024, Pursuant to State Government Code Section 65402, the Planning Commission made a finding of General Plan conformity as discussed below:

1. Project conformance with General Plan in regard to "location"

A potential park expansion would be located in the R3 zoning District which permits parks subject to the approval of a CUP. The adjacent neighborhood is established with multi-family residences that would be served by this park expansion. The City's General Plan Open Space and Recreation Element identifies the subject property in "Planning Area 1" in regard to "underserved park areas" (the subject property location is shown as a red star in Exhibit 2 below). Although not considered a residential underserved park area specifically, the site is located in close proximity to a "residential underserved [park] area" located to the north which also includes two "park priority areas". In addition, the General Plan identifies Planning Area 1 as "the most densely populated and highly developed area in the City, which leaves very limited opportunities for sites to fulfill parkland deficiency".

**Exhibit 3 - Figure OSR-3: Planning Area and Underserved Park Areas
(Planning Area 1)**



2. Project conformance with General Plan in regard to “purpose”

The purpose of the property acquisition and potential demolition of the existing residential units and development of a Community Center and expansion of the neighborhood park would be to provide park and/or other public-serving amenities for the surrounding neighborhood and community.

Creating additional park land would be consistent with the following [Open Space and Recreation Element](#) <

<https://www.costamesaca.gov/home/showpublisheddocument/34706/636740022584770000>> goal, objective, and policies:

- Goal OSR-1: Balanced and Accessible System of Parks and Open Spaces Provide a high-quality environment through the development of recreation resources and preservation of open space that meets community needs in Costa Mesa.
- Objective OSR-1A: Maintain and preserve existing parks, and strive to provide additional parks, public spaces, and recreation facilities that meet the community’s evolving needs.

- Policy OSR-1.3: Pursue the acquisition and development of pocket and neighborhood parks within park-deficient areas, as identified in Figure OSR-3: Planning Areas and Underserved Park Areas. Prioritize the acquisition of land for parks in underserved neighborhoods.
- Policy OSR-1.8: Require that parks and recreation facilities reflect new trends and population changes, and are developed with facilities appropriate to all ages, including athletic fields, active play areas, passive open space, tot lots, and picnic areas.
- Policy OSR-1.18: Provide a minimum of 4.26 acres of parkland per 1,000 residents.

3. Project conformance with General Plan in regard to “extent”

The proposed property purchase and creation of a Community Center through an expansion of the park and/or other public serving amenities at this location would convert a private property for public use of approximately 6,500 square feet of additional park space for the community and would essentially double the size of an adjacent established neighborhood park. As indicated above under “purpose”, there are several General Plan policies that recognize the importance of park and recreational space for the community and therefore the addition of park space in an area that is known as deficient of park and recreational space would be consistent with the General Plan in regard to extent.

This land acquisition is in alignment with the City Council’s Strategic Plan objective to identify strategies to increase park access with a focus on the Westside of Costa Mesa. As previously mentioned, Shalimar Park is 6,900 square feet, and an expansion of this park is desirable as the proposed design is limited due to space constraints. The expansion of the park, through the acquisition would provide an opportunity to nearly double Shalimar Park’s footprint and eventually build a Community Center to further meet community needs.

California Environmental Quality Act (CEQA) Compliance

There is no specific categorical or statutory exemption for the development of a neighborhood public park. However, CEQA Guidelines Section 15301 (Existing Facilities) subsection “I” categorically exempts the review of projects that proposes the “demolition and removal of small structures listed”, including the demolition of “a duplex or similar multifamily residential structure. In urbanized areas, this exemption applies to duplexes and similar structures where not more than six dwelling units will be demolished”. “Urbanized area” (per CEQA) is defined as a central city or a group of contiguous cities with a population of 50,000 or more, together with adjacent densely populated areas having a population density of at least 1,000 persons per square mile.

In addition, CEQA Guidelines Section 15332, Class 32 exemption pertains to projects characterized as in-fill development meeting the conditions described below:

- a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations;
- b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses;

- c) The project site has no value, as habitat for endangered, rare or threatened species;
- d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and
- e) The site can be adequately served by all required utilities and public services.

In summary, the CEQA Guidelines allows an exemption for the purchase and demolition of the existing units pursuant to Section 15301 (up to six dwelling units can be demolished) and the expansion of the pocket park pursuant to Section 15332 (the project complies with sections a-e above in that the development of the park is consistent with the GP and applicable GP policies and Zoning, the park is proposed in an urban area, there is no environmental issues such as high value habitat or endangered species, the park is not anticipated to create abnormal conditions related to traffic, noise, air quality, or water quality, and the site is currently adequately served by utilities and public services).

ALTERNATIVES:

The City Council may choose not to move forward with the acquisition of 778 Shalimar Drive; however, this property is unique as it is adjacent to Shalimar Park and would allow for the immediate expansion of its existing footprint contributing to the health, safety, and well-being of the Shalimar community.

FISCAL REVIEW:

The Fiscal Year 2024-25 budget includes the Westside Park Development Project funded in Park Development Fund 208 totaling \$250,000. The additional \$1.5 million can be allocated from General Fund Balances (Attachment 5) currently totaling \$59.0 million across multiple categories. Specifically, the General Fund unassigned fund balance category is recommended for this one-time expenditure.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Maintain and Enhance the City's Facilities, Equipment and Technology
- Strengthen the Public's Safety and Improve the Quality of Life

CONCLUSION:

This land acquisition aligns with the City Council's Strategic Plan objective of improving the quality of life of Costa Mesa residents, particularly on the Westside of Costa Mesa. As noted earlier, acquiring this land would nearly double Shalimar Park's footprint, creating a valuable opportunity to expand community services and amenities. For this reason, Staff recommends that the City Council:

1. Determine the acquisition of the property is exempt from analysis under the California Environmental Quality Act (CEQA).

2. Approve the acquisition of real property located at 778 Shalimar Drive, Costa Mesa, CA 92627 for evaluation of community serving public uses.
3. Authorize the release of all contingency items related to the Real Estate Purchase Agreement, including appraisal and inspections.
4. Authorize a budget appropriation in the amount of \$1.5 million from audited General Fund Unassigned Fund Balances for the acquisition of 778 Shalimar Drive, Costa Mesa, CA 92627.
5. Authorize the City Manager and City Clerk to execute any and all real estate purchase documents, disclosures, escrow paperwork and future authorized changes and amendments necessary.

**REAL PROPERTY PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS REAL PROPERTY PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (AGREEMENT) is entered into by and between the CITY OF COSTA MESA ("CITY"), and DOMINIC BULONE ("OWNER") with reference to the following:

RECITALS

WHEREAS, OWNER is the owner of that certain real property in the City Costa Mesa, State of California, commonly known as 778 Shalimar Drive and more particularly described as Assessor's Parcel Number 424-051-23 and all improvements on said Parcel hereinafter collectively referred to as the PROPERTY, shown on Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CITY desires to purchase the PROPERTY, which consists of approximately 6,970 square feet including a four-unit residential structure consisting of 3,390 square feet, in fee title for the future needs of the City of Costa Mesa; and

WHEREAS, OWNER and CITY agree to enter into this AGREEMENT for the sale of PROPERTY.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the CITY and OWNER hereto agree as follows:

1. PURCHASE PRICE AND TERMS OF SALE:

Subject to the terms and conditions contained in this AGREEMENT, CITY agrees to purchase from OWNER, and OWNER agrees to sell to CITY, fee ownership of the PROPERTY, subject to the following:

a. The total purchase price for the PROPERTY shall be ONE MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$1,725,000.00)

b. Upon OWNER providing CITY with the executed and dated original of this AGREEMENT, and final approval of this transaction by the Costa Mesa City Council and subsequent execution by CITY, CITY and OWNER shall open escrow in accordance with Section 2 hereof, and shall deliver a copy of this AGREEMENT to the escrow holder.

c. As set forth in Section 3 below, CITY shall deposit with escrow holder the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (DEPOSIT), applicable to the final sale price upon close of escrow.

d. Escrow shall be open for a period of one hundred eighty (180) days following the execution of this AGREEMENT by CITY.

e. Should any current tenant or group of tenants occupying a unit at opening of escrow, and having a leasehold interest in the unit, of his/her/their own volition, vacate the PROPERTY during the escrow period without using relocation efforts conducted by City or its consultant as referenced in item h. (ii), below including payment of relocation or moving expenses (Conditions Precedent), CITY will pay OWNER an additional FIVE THOUSAND DOLLARS (\$5,000.00), at close of escrow, provided tenant's unit remains vacated up until the time of close of escrow.

f. CITY shall have one hundred eighty (120) days following the Execution Date of this AGREEMENT ("Due Diligence Period") to approve, or disapprove, in its sole judgment, the condition of the PROPERTY and complete its investigation of the PROPERTY.

g. Within thirty (30) days or sooner of the opening of escrow, CITY will deliver to Escrow Holder, the DEPOSIT.

h. **Conditions Precedent:** In addition to the other terms and conditions contained in this AGREEMENT, CITY's obligation to purchase the PROPERTY shall be expressly subject to and conditioned upon the fulfillment of each of the following conditions precedent. These conditions are for the sole benefit of CITY and may be waived or deemed satisfied by CITY in CITY's sole and absolute discretion.

- i. CITY completing all necessary due diligence and compliance with any and all requirements it determines to be vital in the acquisition of the PROPERTY including the completion of any environmental studies (Phase 1 and 2 as applicable), asbestos and lead studies, and other studies as required.
- ii. CITY and/or CITY's relocation consultant completing any necessary due diligence required for compliance with the California Relocation Assistance Act or any other mandated requirements in order to complete a formal relocation plan for any and all tenants of the PROPERTY as applicable.
- iii. Completion of the California Environmental Quality Act (CEQA), if and as applicable for this transaction as determined by CITY in its sole and absolute discretion. The CITY retains the absolute sole discretion to (i) modify the transaction, and create and enter into transactional documents as may be necessary to comply with CEQA, (ii) select other feasible alternatives to avoid significant environmental impacts identified during the CEQA process, (iii) balance the benefits of entering into an agreement against any identifiable significant environmental impacts, and (iv) determine not to proceed with the purchase to avoid significant environmental impacts identified during the CEQA process. No legal obligations will exist unless and until the CEQA environmental review process is completed and this contingency is removed by CITY.
- iv. Compliance by CITY with the requirements of California Government Code 65402(c), regarding General Plan Consistency.

In the event any of the foregoing conditions are not fulfilled or waived before the Closing Date as defined below, CITY, at its election by written notice to OWNER, may terminate this AGREEMENT and be released from all obligations under this AGREEMENT. Alternatively, CITY may agree with SELLER to extend the date of closing to allow sufficient time to satisfy these conditions.

2. ESCROW AND OTHER FEES:

a. Escrow shall be opened at Freedom Escrow, Newport Beach, with escrow instructions to be based upon the terms and conditions set forth herein, and CITY shall deliver a copy of this AGREEMENT to the escrow holder. On behalf of the CITY, the City Manager of the City of Costa Mesa, or her designee, shall execute the necessary escrow instructions and/or additional documents which may be required to complete the closing of this transaction. This AGREEMENT shall become part of the escrow and shall constitute the basic instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein in accordance with the terms and conditions of this AGREEMENT. In case of conflict between this AGREEMENT and any of said escrow documents, the terms of this AGREEMENT shall govern.

b. Escrow, title and other fees shall be paid as follows:

- i. OWNER shall pay all County documentary transfer tax ("Transfer Tax"), if applicable.
- ii. OWNER shall pay for a Standard California Land Title Association owner's policy of title insurance showing title vested in CITY subject only to the permitted exceptions and the standard printed exceptions and conditions in the policy.
- iii. CITY shall pay for any extended or additional title insurance coverage that may be required by the CITY.
- iv. CITY and OWNER shall each pay one-half (1/2) of Escrow Holder's standard escrow fees except as otherwise required by this AGREEMENT.
- v. CITY shall pay all escrow fees in the event that this escrow is canceled by CITY after the expiration of the Due Diligence Period.
- vi. OWNER shall pay all escrow fees in the event that this escrow is canceled by OWNER.

c. The Closing shall be on May 30, 2025 (the "Closing Date"), or sooner, or such other date if escrow is extended pursuant to the terms herein or as the parties hereto mutually agree in writing. The "Closing" is defined as the satisfaction of all conditions herein stated, except those conditions that have been waived by an express written waiver duly executed by the waiving party; and the recordation of the Deed which shall vest title to the real property interests described in the Deed in BUYER. The "Close of Escrow" is defined as:

- i. the recordation of the Deed, which shall vest all real property interests described in the Deed in CITY; and
- ii. the payment to OWNER pursuant to Section 1, PURCHASE PRICE AND TERMS OF SALE, hereinabove.

3. DEPOSIT AND REFUND: Within thirty (30) days or sooner, following the execution of this AGREEMENT by CITY, CITY shall deposit with Escrow Holder the Deposit in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). If this AGREEMENT is terminated by OWNER prior to the expiration of the Due Diligence Period for any reason, the Deposit shall be refunded to CITY. If this AGREEMENT is terminated by CITY after the Due Diligence Period and prior to the Close of Escrow pursuant to the provisions herein, the Deposit shall be paid to OWNER, except in the case of termination of this AGREEMENT resulting from non-satisfaction of any of the Conditions Precedent set forth in Section 1.g. above, in which case, CITY shall be entitled to a full refund of the Deposit.

4. ESCROW HOLDER OBLIGATIONS: Escrow Holder shall be obligated as follows:

- a. Provide a current preliminary title report covering the PROPERTY;
- b. Cause the Grant Deed, Certificate of Acceptance, and any Assignments to be recorded concurrently at the Close of Escrow with title to the PROPERTY vested in the CITY;
- c. Issue, or have issued to CITY the California Land Title Association Standard Coverage Policy of title insurance required herein;
- d. Obtain reconveyance(s) from any holders of liens against the PROPERTY and record said reconveyance(s) in the Orange County Clerk-Recorder's Office concurrently with the executed Grant Deed and Certificate of Acceptance or promptly upon receipt if such reconveyance(s) are received after the Close of Escrow;
- e. Provide CITY and OWNER with (i) Conformed Copies of all recorded documents pertaining to this Escrow;
- f. Provide CITY and OWNER with a final closing statement with certification by the title company.

5. TITLE AND DEED: Title to the PROPERTY is to be free of all liens, encumbrances, restrictions, conditions, rights to possession or claims to possession, rights, and conditions (recorded and/or unrecorded) known or unknown to OWNER, except:

- a. All covenants, conditions, restrictions, and reservations of record approved by CITY.
- b. All easements or rights of way for public or quasi-public utility or public street purposes, if any, approved by CITY.
- c. All exceptions contained in the preliminary title report as may be approved by CITY.

d. Property taxes for the fiscal year in which this escrow closes shall be satisfied in a manner consistent with California Revenue and Taxation Code Section 4986(a)(6). Escrow Holder is authorized to pay all delinquent taxes, if any, from the amount shown in Section 1 (a), PURCHASE PRICE AND TERMS OF SALE, herein above. OWNER understand that pursuant to Section 4986(a)(6), OWNER may receive after the Close of Escrow, either 1) an unsecured property tax bill from the County of Orange Treasurer-Tax Collector for real property taxes that may be due; or 2) a County of Orange warrant from the County of Orange Auditor-Controller to reimburse OWNER for any prepaid property taxes that may be canceled.

e. OWNER shall provide to CITY a Preliminary Title Report covering the PROPERTY. CITY shall have the right to review the Preliminary Title Report and disapprove in writing, those items disclosed in the Preliminary Title Report prior to the Close of Escrow. OWNER shall have the right within ten (10) days from receipt of notice of disapproval to correct the condition(s) that adversely affect said PROPERTY as determined by CITY in its discretion. If OWNER does not correct any such condition, CITY may terminate this AGREEMENT and receive a full refund of its Deposit, or pursue other means of perfecting title, at CITY's sole discretion.

f. OWNER shall have the right, but not the obligation, to request Escrow be extended for thirty (30) days where the OWNER elects to correct any disapproved matter unless correction required more than thirty (30) days in which case Close of Escrow shall be extended to the date of correction.

6. OWNER'S REPRESENTATION AND WARRANTIES: The OWNER represents and warrants that:

a. There is no suit, action, arbitration, legal, administrative, or other proceeding or inquiry pending against the PROPERTY or pending against OWNER, which could affect OWNER's title to the PROPERTY, or subject OWNER of the PROPERTY to liability.

b. There are no attachments, execution proceedings, assignments for the benefit of creditors, insolvency, or bankruptcy, reorganization or other proceedings pending against the OWNER or the PROPERTY restricting the Close of Escrow.

c. OWNER has not actually received any formal, written notice of any pending change in zoning from any governmental or quasi-governmental authority, which change would materially affect the present zoning or present or proposed future use of the PROPERTY. The term "formal written notice" as used in this AGREEMENT shall mean that kind and method of notice which must legally be given to the OWNER of the PROPERTY, but shall not mean notice by publication.

d. OWNER will not subject the PROPERTY to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the execution of this AGREEMENT that will not be eliminated prior to the Close of Escrow.

e. Neither entering into this AGREEMENT nor the performance of any of OWNER's obligations under this AGREEMENT will violate the terms of any contract, agreement or instrument to which OWNER is a party.

f. OWNER has not actually received any formal written notice of any presently uncured violation of any law, ordinance, rule or regulation (including, but not limited to, those relating to zoning, building, fire, health and safety) of any governmental, quasi-governmental authority bearing on the construction, operation, ownership or use of the PROPERTY.

g. OWNER shall not enter into any rental or lease agreement before and/or after the execution of this AGREEMENT. In the event OWNER has entered and/or wishes to enter into a rental and/or lease agreement, CITY at its sole option may terminate this AGREEMENT and receive a full refund of its Deposit.

7. OWNER'S OBLIGATIONS: The OWNER shall be obligated as follows:

a. Within one (1) business day prior to the Close of Escrow, OWNER shall deliver to Escrow Holder an executed Grant Deed, conveying fee interest to the PROPERTY. The Grant Deed shall show title vested in the CITY OF COSTA MESA.

b. OWNER shall ensure that PROPERTY is free and clear of any and all liens and encumbrances including the removal of financial indebtedness (excepting taxes, which will be prorated to the Close of Escrow), and any Permitted Encumbrances.

c. OWNER shall pay, if and when due, all payments on any encumbrances or assessments presently affecting the PROPERTY and any and all taxes, assessments, and levies in respect to the PROPERTY prior to the Close of Escrow.

d. OWNER shall not record any covenants, conditions or restrictions against PROPERTY, including without limitation any application for annexation or development of the PROPERTY.

e. OWNER shall be responsible to pay for any and all costs identified as OWNER's costs as contained in this AGREEMENT. OWNER's costs associated with this AGREEMENT shall be paid by OWNER at the Close of Escrow from the purchase price as stated in Section 1 above.

f. OWNER shall timely deliver to Escrow Holder all documents required to be deposited by OWNER under this AGREEMENT.

g. OWNER shall remove any personal property, inventory or other personal materials and debris from PROPERTY within seven (7) calendar days or sooner before the Escrow Closing Date.

8. COMMISSION: It is understood that CITY has retained a real estate broker that represents CITY in this transaction and that a commission of two (2) percent of the purchase price shall be paid by the OWNER to the broker no later than the escrow Closing Date.

9. GOOD FAITH DISCLOSURE BY OWNER: OWNER shall make a good faith disclosure to CITY of any and all facts, findings, or information on the PROPERTY, known to OWNER after reasonable inquiry, including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as dioxins, oils, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Any and all facts or information known by OWNER concerning the condition of the PROPERTY shall be delivered to CITY no later than ten (10) days following CITY's execution of this AGREEMENT. Except for the disclosure requirements of this Section 9 and the representations and warranties provided

elsewhere in this AGREEMENT, CITY is purchasing the PROPERTY “as is” without further representations or warranties of OWNER.

If such facts or information provided by OWNER disclose conditions that adversely affect the continued or contemplated use of the PROPERTY, and that CITY reasonably deems unacceptable, or if CITY otherwise discovers such facts or information through tests and/or surveys which disclose such conditions, and OWNER is unwilling or unable to correct such conditions to the reasonable satisfaction of CITY or any governmental body having jurisdiction, then CITY may, at its sole option, terminate this AGREEMENT and receive a full refund of its Deposit.

10. INSPECTION BY CITY: CITY upon not less than 24-hour notice to the OWNER shall have the right of entry onto the PROPERTY to conduct such non-invasive and non-intrusive inspections and testing thereon as are, in CITY’s sole discretion, necessary to reasonably determine the condition of such areas. The scope of any such testing or inspection which requires physical sampling shall be subject to:

a. The requirement that CITY or its Representative(s) conduct all such inspections and testing, including the disposal of samples taken, in accordance with applicable law and at no cost or liability to OWNER. CITY shall complete such inspections and testing and shall restore all areas of the Subject Property to its pre-test and pre-inspection condition as near as is practicable.

If any toxins or contaminants are discovered, CITY shall notify OWNER immediately and OWNER shall have the right, but not the responsibility to take any actions in response to such notifications that it deems necessary in its sole and absolute discretion. If OWNER elects not to take actions in response to such notifications, then, notwithstanding other provisions contained herein, OWNER and/or CITY shall have the right at any time prior to the Close of Escrow to terminate this AGREEMENT with no further liability to each other.

11. INDEMNIFICATION: OWNER shall indemnify, defend and hold CITY, and its officers, employees and agents, harmless from and against any and all liability, claims, damages, loss, penalties or judgments arising from or in any way connected with any breach by OWNER of its obligations hereunder, including but not limited to, its duty of disclosure, from any breach of OWNER’s representations and warranties herein contained, and from any damages to persons, property or the environment which occurred at any time prior to the Close of Escrow.

CITY shall indemnify, defend and hold OWNER, and its officers, employees and agents, harmless from and against any and all liability, claims, damages, loss, penalties or judgments arising from or in any way connected with any breach by CITY of its obligations hereunder, including but not limited to, its duty of disclosure, from any breach of CITY’s representations and warranties herein contained, and from any damages to persons, property or the environment which occurs at any time after to the Close of Escrow.

12. ATTORNEYS’ FEES. In the event that a party to this AGREEMENT brings an action against the other party hereto by reason of the breach of any condition, covenant, representation or warranty in this AGREEMENT, or otherwise arising out of this AGREEMENT, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorney’s fees and costs, including expert witness fees. Attorney’s fees shall include attorney’s

fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, including the conducting of discovery.

13. TIME OF ESSENCE: Time is of the essence in the performance by the parties in respect to this AGREEMENT.

14. NOTICES: All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, CITY may also provide notices, documents, correspondence or such other communications to OWNER or its Representative by personal delivery or by first class mail postage prepaid and any such notices, documents, correspondence and communications so given shall be deemed to have been given upon actual receipt.

IF TO OWNER: Matthew P. Hoyt
Hoyt Real Estate, Inc.
1625 Ohms Way, Suite A
Costa Mesa, CA 92627
Telephone: (949) 283-1696
Email: matthew.p.hoyt@gmail.com

IF TO CITY: Carlo Achdjian
Achdjian Real Estate Advisory
Attn: Carlo Achdjian
P.O Box 1992
Los Gatos, CA 95031
Telephone: (805) 319-0333
Email: achdjian@protonmail.com

ESCROW OFFICER: Freedom Escrow-Lisa Osuna
Title No: TBD
Address: 1200 Newport Center Dr., Ste. 180
Newport Beach, CA

15. SUCCESSORS: This AGREEMENT shall bind and inure to the benefit of the respective heirs, personal representatives, executors, successors and assignees of the parties to this AGREEMENT.

16. ASSIGNMENT PROHIBITION: CITY shall not assign its rights or delegate its duties under this AGREEMENT, without the prior written consent of OWNER, which consent may be reasonably withheld. Any sale, assignment, or other transfer in violation of this Section 16 shall be null and void.

17. WAIVERS: No waiver of any breach of any covenant or provision in this AGREEMENT shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.

18. CONSTRUCTION: Section headings are solely for the convenience of the parties and are not a part and shall not be used to interpret this AGREEMENT. The singular form shall include the plural and vice-versa. This AGREEMENT shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to sections of this AGREEMENT.

19. FURTHER ASSURANCES: Whenever requested by the other party, each party shall execute, acknowledge and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and all further instruments and documents as may be necessary, expedient or proper to complete any conveyances, transfers, sales, and agreements covered by this AGREEMENT, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this AGREEMENT.

20. THIRD PARTY RIGHTS: Nothing in this AGREEMENT, express or implied, is intended to confer on any person, other than the parties to this AGREEMENT and their respective successors and assigns, any rights or remedies under or by reason of this AGREEMENT.

21. INTEGRATION: This AGREEMENT contains the entire AGREEMENT between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the purchase of the PROPERTY.

22. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument. A copy of this AGREEMENT or an amendment hereto that is executed by a party (including by use of electronic signature software (*e.g.*, “DocuSign”) and is transmitted by that party to the other party electronically or as an attachment to an email shall be binding upon the signatory to the same extent as a copy hereto containing that party’s original signature.

23. SURVIVAL: The indemnification provisions of this AGREEMENT shall survive termination and shall be binding on all successor in interest to the PROPERTY as provided in Section 15 above.

24. AMENDMENT: This AGREEMENT may not be amended or altered except by a written instrument executed by CITY and OWNER.

25. PARTIAL INVALIDITY: Any provision of this AGREEMENT that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this AGREEMENT shall be of no effect, but all the remaining provisions of this AGREEMENT shall remain in full force and effect.

28. AUTHORITY OF PARTIES: All persons executing this AGREEMENT on behalf of any party to this AGREEMENT warrant that they have the authority to execute this AGREEMENT on behalf of that party. OWNER represents and warrants that it is the sole owner of the PROPERTY or is authorized by the OWNER of the PROPERTY to execute this

AGREEMENT, to consummate the transactions contemplated hereby, and no additional signatures are required.

29. GOVERNING LAW: The validity, meaning, and effect of this AGREEMENT shall be determined in accordance with California laws.

IN WITNESS WHEREOF, CITY and OWNER has executed this Purchase Agreement and Escrow Instructions by the respective authorized officer(s) as set forth below to be effective as of the date executed by CITY.

ATTEST:
(Name to be inserted on behalf of City)

TITLE

By: _____
Deputy

CITY OF COSTA MESA:

By: _____
Lori Ann Farrell Harrison
City Manager

Date: _____

OWNER:

DOMINIC BULONE
A married man

By: _____

Date: _____

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to:

- A. Accept the foregoing Escrow Instructions (AGREEMENT).
- B. Act as the Escrow Holder under the AGREEMENT for the fees herein described;
- C. Be bound by the AGREEMENT in the performance of its duties as Escrow Holder.

However, the undersigned will have no obligation, liability or responsibility under this consent or otherwise, unless and until the AGREEMENT, fully signed by the parties has been delivered to the undersigned. Further, the undersigned will have no obligation, liability or responsibility under any amendment to the AGREEMENT unless and until the amendment is accepted by the undersigned in writing.

TBD

By: _____

_____,
Escrow Officer

Date: _____

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT(S) 5 OF TRACT NO. 3517, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 128 PAGE(S) 39 AND 40 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

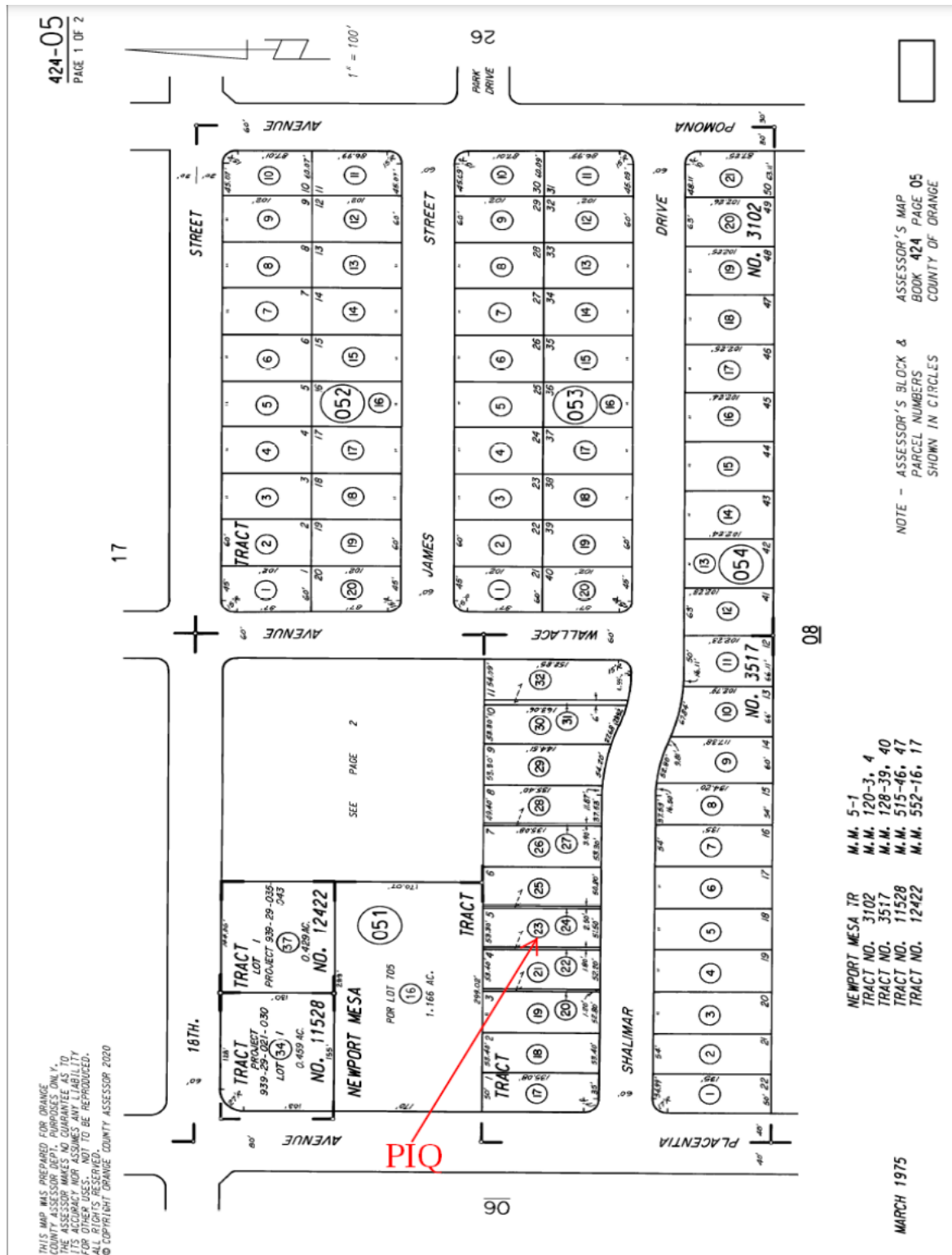
EXCEPTING THEREFROM AN EASEMENT FOR DRIVEWAY PURPOSES OVER THE EAST 6 FEET THEROF.

PARCEL 2:

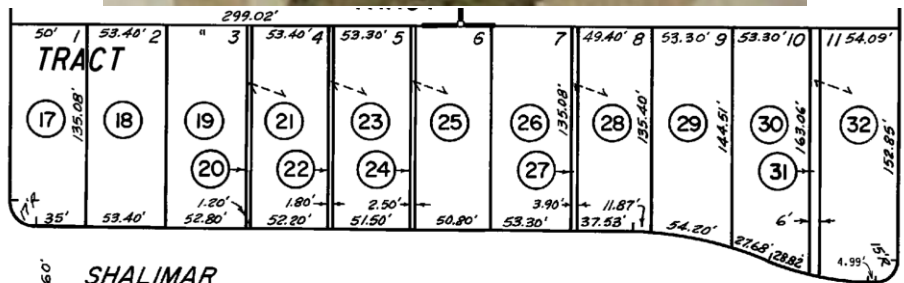
AN EASEMENT FOR DRIVEWAY PURPOSES OVER THE WEST 6 FEET OF LOT 6 OF TRACT 3517, AS PER MAP RECORDED IN BOOK 128 PAGE(S) 39 AND 40 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 424-051-23

CONTINUED



778 Shalimar Drive - Site Plan

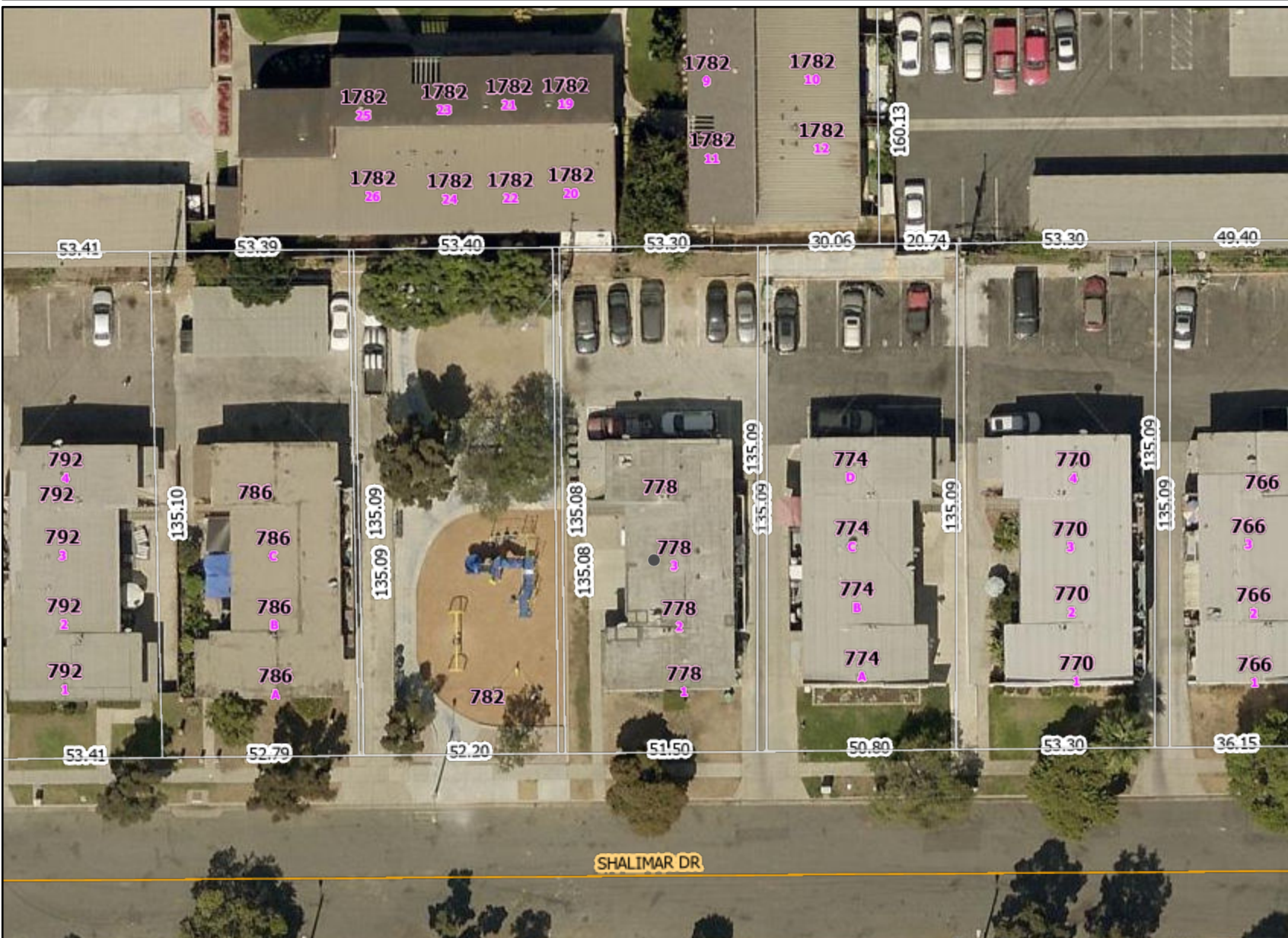


Site Photos



Legend

-  City Limit
-  Streets
-  Addresses
-  Silver
-  Lot Dimensions



The City of Costa Mesa makes no guarantee as to the accuracy of any of the information provided and assumes no liability for any errors, omissions, or inaccuracies.

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City Of Costa Mesa, California

Annual Comprehensive Financial Report

FISCAL
YEAR ENDED
JUNE 30, 2023

CITY OF COSTA MESA, CALIFORNIA
Notes to the Basic Financial Statements
Year ended June 30, 2023

(9) Long-Term Liabilities (Continued)

The annual debt service requirements for the finance lease as of June 30, 2023 is as follows:

Year Ending June 30	Principal	Interest	Total
2024	\$ 158,264	\$ 28,381	\$ 186,645
2025	161,586	25,059	186,645
2026	167,516	19,129	186,645
2027	173,664	12,981	186,645
2028	<u>180,038</u>	<u>6,605</u>	<u>186,643</u>
Total	<u>\$ 841,068</u>	<u>\$ 92,155</u>	<u>\$ 933,223</u>

(10) Fund Balances

Fund balance consisted of the following at June 30, 2023:

	Major Funds					
	General	Government Grants	Gas Tax Fund	American Rescue Plan Act Fund	Capital Improvements	Non-Major Funds
Nonspendable:						
Prepaid items	\$ 373,530	\$ -	\$ -	\$ -	\$ -	\$ -
Inventories	85,157	-	-	-	-	-
Restricted for:						
Pension and OPEB	3,178,229	-	-	-	-	-
Protection of persons and property	-	262,850	-	258,379	-	1,376,549
Community programs	-	-	-	-	-	9,179,963
Public services (1)	-	-	17,556,354	-	-	6,580,177
Debt service	-	-	-	-	-	7,278
Committed for:						
Declared disasters (2)	14,125,000	-	-	-	-	-
Self insurance (3)	2,000,000	-	-	-	-	-
Economic reserves (4)	9,000,000	-	-	-	-	-
Assigned for:						
Compensated absences	6,209,276	-	-	-	-	-
Police Retirement 1% Supplemental	1,737,346	-	-	-	-	-
Workers compensation	2,000,000	-	-	-	-	-
Facilities reserve	2,000,000	-	-	-	-	-
Strategic plan projects	2,000,000	-	-	-	-	-
Protection of persons and property	-	-	-	-	-	642,253
Public services	-	-	-	-	31,538,022	12,500,167
Unassigned	16,328,416	-	-	-	-	961,694
Total Fund Balance	<u>\$ 59,036,954</u>	<u>\$ 262,850</u>	<u>\$ 17,556,354</u>	<u>\$ 258,379</u>	<u>\$ 31,538,022</u>	<u>\$ 31,248,081</u>

1. Restricted fund balances in the Public Services category consist of fund balances in the Gas Tax, Air Quality Improvement, Lions Park Capital Improvements, and Measure "M2" Construction funds. Revenues received in these funds are legally restricted for specific purposes, such as transportation and facility related capital projects.
2. The fund balance committed for declared disasters was adopted by Ordinance No. 91-20 and Municipal Code Section 2-206 to provide required funding as a result of a declared emergency by the City Council for an unanticipated but urgent event threatening the public health, safety and welfare of the City. Any fund balance utilized has to be replenished.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 24-406

Meeting Date: 11/19/2024

TITLE:

ADOPTION OF SALARY AND BENEFIT RESOLUTIONS FOR THE COSTA MESA DIVISION MANAGERS ASSOCIATION (CMDMA), CONFIDENTIAL MANAGEMENT UNIT AND EXECUTIVE EMPLOYEES

DEPARTMENT: CITY MANAGER'S OFFICE-HUMAN RESOURCES DIVISION

PRESENTED BY: KASAMA LEE, HUMAN RESOURCES MANAGER

CONTACT INFORMATION: KASAMA LEE, HUMAN RESOURCES MANAGER
(714) 754-5169

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and Adopt Resolution Number 2024-XX revising the pay ranges and benefits for the Costa Mesa Division Managers Association.
2. Approve and Adopt Resolution Number 2024-XX revising the pay ranges and benefits for the Confidential Management Unit.
3. Approve and Adopt Resolution Number 2024-XX revising the pay ranges and benefits for Executive Employees.

BACKGROUND:

The current agreement between the City and the Costa Mesa Division Manager's Association (CMDMA) covered years 2020 - 2024 (June 30, 2024). A series of collaborative and productive discussions were held between the City's designated negotiation team and CMDMA's negotiation team which resulted in the attached resolution (Attachment 1) covering wages and benefits for the period of July 1, 2024 through June 30, 2027. The compensation adjustments recommended for CMDMA are also recommended for the City's Confidential Managers and Executive employees to provide consistency and avoid compaction.

ANALYSIS:

The City's Negotiation Team and CMDMA Negotiation Team held several discussions to discuss wage and benefit provisions. During the course of negotiations, the City Negotiation Team met with the City Council to discuss the status and progress of negotiations and to receive direction specific to provisions under consideration. The negotiations were fully collaborative and were based on the shared interests of the CMDMA employees and the City to attract, recruit and retain management level staff throughout the organization. The results of the negotiations have been compiled in the

attached resolution (Attachment 1).

The following are the key provisions of the negotiated terms for CMDMA:

- Term: Upon City Council adoption, the term of these negotiated provisions will be July 1, 2024 - June 30, 2027
- Salaries and Wages
 - Effective July 2024, a 3.75% increase to base salary
 - Effective July 2025, an additional 3.75% increase to base salary
 - Effective July 2026, an additional 3.5% increase to base salary
- Market Analysis
 - The City agrees to perform a Market Analysis in February 2025 for the following management positions: Energy and Sustainability Manager, Neighborhood Improvement Manager, Public Affairs Manager and Recreation Manager.
- Professional Development Reimbursement
 - Increase of \$300 per person per fiscal year and include activities that support mental and physical health as eligible for reimbursement.

The above provisions (excluding market analysis) will also apply to the non-represented employees in the Confidential Management Unit (Attachment 2) and to non-represented Executive employees (Attachment 3).

The resolution for Executive employees also includes an additional minor adjustment of 1.25%, in addition to the proposed 3.75% (for a total increase of 5%) effective July 1, 2024, for the Deputy Police Chief position and Sworn-Assistant Fire Chief position to address internal compaction and alignment.

The CMDMA and Negotiation Team have agreed to the tentative terms and the CMDMA ratification process was completed. These recommendations are generally consistent with amounts recommended and approved for the City's other employee associations.

ALTERNATIVES:

The parties to this agreement considered a variety of issues in the context of good faith negotiations in accordance with Government Code Section 3500, et seq. (Meyer-Milias-Brown Act). The CMDMA members have ratified the tentative agreement. This resolution represents the successful conclusion of labor negotiations.

FISCAL REVIEW:

The Fiscal Impact Analysis prepared pursuant to the City Council Policy 300-8 Transparency in Labor Negotiations recognizes the CMDMA and CMU Fiscal Year 2024-2025 increase is estimated at approximately \$197,645 which is generally consistent with amounts included in the adopted budget in anticipation of negotiations.

The estimated annual fiscal impact to the City's future budget is \$196,198, and approximately \$583,828 in an annual cumulative increase by the end of the term of the agreement (June 30, 2027) which will be factored into future year's budgets.

The Fiscal Impact Analysis prepared pursuant to the City Council Policy 300-8 Transparency in Labor Negotiations recognizes the Executive Employees Fiscal Year 2024-2025 increase is estimated at approximately \$142,750 which is generally consistent with amounts included in the adopted budget in anticipation of negotiations. The estimated annual fiscal impact to the City's future budget is \$136,658, and approximately \$411,739 in an annual cumulative increase by the end of the term of the agreement (June 30, 2027) which will be factored into future year's budgets.

LEGAL REVIEW:

The City's special counsel, Liebert Cassidy Whitmore (LCW) and City Attorney's Office have reviewed the agreements and resolutions and this report and approved them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

The proposed resolutions support the City's Strategic Plan Goals to Recruit and Retain High Quality Staff and Strengthen the Public's Safety and Improve the Quality of Life.

CONCLUSION:

Staff recommends the City Council:

1. Approve and Adopt Resolution Number 2024-XX revising the pay ranges and benefits for the Costa Mesa Division Managers Association.
2. Approve and Adopt Resolution Number 2024-XX revising the pay ranges and benefits for the Confidential Management Unit.
3. Approve and Adopt Resolution Number 2024-XX revising the pay ranges and benefits for Executive Employees.

RESOLUTION NO. 2024-XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES AND BENEFITS FOR JOB CLASSIFICATIONS REPRESENTED BY THE COSTA MESA DIVISION MANAGERS ASSOCIATION.**

The City Council of the City of Costa Mesa does hereby resolve, determine and order as follows:

WHEREAS, the City Council previously adopted Resolutions No. 2023-10, 2023-14, 2023-38 and 2023-47 implementing changes agreed upon with the Costa Mesa Division Managers Association; and

WHEREAS, the City Council desires to repeal and replace Resolutions No. 2023-10, 2023-14, 2023-38 and 2023-47 to revise the pay ranges and benefits for the classifications specified herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. The following job classifications are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period that includes July 1, 2024. The rate of pay for individual classifications may be anywhere within the monthly minimum and maximum salary steps.

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0143	Assistant Building Official	854	\$9,387	\$9,856	\$10,349	\$10,866	\$11,409	\$11,979	\$12,578	Monthly
			\$112,644	\$118,272	\$124,188	\$130,392	\$136,908	\$143,748	\$150,936	Annual
			\$54.16	\$56.86	\$59.71	\$62.69	\$65.82	\$69.11	\$72.57	Hourly
0157	Assistant Development Services Director	761	\$12,497	\$13,122	\$13,778	\$14,467	\$15,190	\$15,950	\$16,747	Monthly
			\$149,964	\$157,464	\$165,336	\$173,604	\$182,280	\$191,400	\$200,964	Annual
			\$72.10	\$75.70	\$79.49	\$83.46	\$87.63	\$92.02	\$96.62	Hourly
0142	Building Official	754	\$12,191	\$12,801	\$13,441	\$14,113	\$14,819	\$15,560	\$16,338	Monthly
			\$146,292	\$153,612	\$161,292	\$169,356	\$177,828	\$186,720	\$196,056	Annual
			\$70.33	\$73.85	\$77.54	\$81.42	\$85.49	\$89.77	\$94.26	Hourly

Class	Class Title	Grade	Step							
Code			1	2	3	4	5	6	7	
0112	City Engineer	751	\$13,041	\$13,693	\$14,378	\$15,097	\$15,852	\$16,645	\$17,477	Monthly
			\$156,492	\$164,316	\$172,536	\$181,164	\$190,224	\$199,740	\$209,724	Annual
			\$75.24	\$79.00	\$82.95	\$87.10	\$91.45	\$96.03	\$100.83	Hourly
0161	Community Improvement Manager	895	\$9,783	\$10,272	\$10,786	\$11,325	\$11,891	\$12,486	\$13,110	Monthly
			\$117,396	\$123,264	\$129,432	\$135,900	\$142,692	\$149,832	\$157,320	Annual
			\$56.44	\$59.26	\$62.23	\$65.34	\$68.60	\$72.03	\$75.63	Hourly
0115	Deputy Director of Public Works	858	\$13,041	\$13,693	\$14,378	\$15,097	\$15,852	\$16,645	\$17,477	Monthly
			\$156,492	\$164,316	\$172,536	\$181,164	\$190,224	\$199,740	\$209,724	Annual
			\$75.24	\$79.00	\$82.95	\$87.10	\$91.45	\$96.03	\$100.83	Hourly
0239	Emergency Services Manager	855	\$9,783	\$10,272	\$10,786	\$11,325	\$11,891	\$12,486	\$13,110	Monthly
			\$117,396	\$123,264	\$129,432	\$135,900	\$142,692	\$149,832	\$157,320	Annual
			\$56.44	\$59.26	\$62.23	\$65.34	\$68.60	\$72.03	\$75.63	Hourly
0111	Energy and Sustainability Services Manager	897	\$9,783	\$10,272	\$10,786	\$11,325	\$11,891	\$12,486	\$13,110	Monthly
			\$117,396	\$123,264	\$129,432	\$135,900	\$142,692	\$149,832	\$157,320	Annual
			\$56.44	\$59.26	\$62.23	\$65.34	\$68.60	\$72.03	\$75.63	Hourly
0216	Fire Marshal	895	\$12,191	\$12,801	\$13,441	\$14,113	\$14,819	\$15,560	\$16,338	Monthly
			\$146,292	\$153,612	\$161,292	\$169,356	\$177,828	\$186,720	\$196,056	Annual
			\$70.33	\$73.85	\$77.54	\$81.42	\$85.49	\$89.77	\$94.26	Hourly
0451	Maintenance Services Manager	733	\$11,971	\$12,570	\$13,198	\$13,858	\$14,551	\$15,279	\$16,043	Monthly
			\$143,652	\$150,840	\$158,376	\$166,296	\$174,612	\$183,348	\$192,516	Annual
			\$69.06	\$72.52	\$76.14	\$79.95	\$83.95	\$88.15	\$92.56	Hourly
0160	Neighborhood Improvement Manager	719	\$8,787	\$9,226	\$9,687	\$10,171	\$10,680	\$11,214	\$11,775	Monthly
			\$105,444	\$110,712	\$116,244	\$122,052	\$128,160	\$134,568	\$141,300	Annual
			\$50.69	\$53.23	\$55.89	\$58.68	\$61.62	\$64.70	\$67.93	Hourly
0159	Planning and Sustainable Development Manager	856	\$12,191	\$12,801	\$13,441	\$14,113	\$14,819	\$15,560	\$16,338	Monthly
			\$146,292	\$153,612	\$161,292	\$169,356	\$177,828	\$186,720	\$196,056	Annual
			\$70.33	\$73.85	\$77.54	\$81.42	\$85.49	\$89.77	\$94.26	Hourly
0097	Police Administrative Services Commander	756	\$11,110	\$11,665	\$12,248	\$12,860	\$13,503	\$14,178	\$14,887	Monthly
			\$133,320	\$139,980	\$146,976	\$154,320	\$162,036	\$170,136	\$178,644	Annual
			\$64.10	\$67.30	\$70.66	\$74.19	\$77.90	\$81.80	\$85.89	Hourly
0464	Police Records, Property & Evidence Manager	899	\$9,783	\$10,272	\$10,786	\$11,325	\$11,891	\$12,486	\$13,110	Monthly
			\$117,396	\$123,264	\$129,432	\$135,900	\$142,692	\$149,832	\$157,320	Annual
			\$56.44	\$59.26	\$62.23	\$65.34	\$68.60	\$72.03	\$75.63	Hourly

Class	Class Title	Grade	Step							
Code			1	2	3	4	5	6	7	
0077	Public Affairs Manager	140	\$9,783	\$10,272	\$10,786	\$11,325	\$11,891	\$12,486	\$13,110	Monthly
			\$117,396	\$123,264	\$129,432	\$135,900	\$142,692	\$149,832	\$157,320	Annual
			\$56.44	\$59.26	\$62.23	\$65.34	\$68.60	\$72.03	\$75.63	Hourly
0162	Real Property Manager	730	\$8,787	\$9,226	\$9,687	\$10,171	\$10,680	\$11,214	\$11,775	Monthly
			\$105,444	\$110,712	\$116,244	\$122,052	\$128,160	\$134,568	\$141,300	Annual
			\$50.69	\$53.23	\$55.89	\$58.68	\$61.62	\$64.70	\$67.93	Hourly
0305	Recreation Manager	893	\$9,550	\$10,028	\$10,529	\$11,055	\$11,608	\$12,188	\$12,797	Monthly
			\$114,600	\$120,336	\$126,348	\$132,660	\$139,296	\$146,256	\$153,564	Annual
			\$55.10	\$57.85	\$60.74	\$63.78	\$66.97	\$70.32	\$73.83	Hourly
0303	Senior Recreation Program Administrator	725	\$6,965	\$7,313	\$7,679	\$8,063	\$8,466	\$8,889	\$9,333	Monthly
			\$83,580	\$87,756	\$92,148	\$96,756	\$101,592	\$106,668	\$111,996	Annual
			\$40.18	\$42.19	\$44.30	\$46.52	\$48.84	\$51.28	\$53.84	Hourly
0236	Telecommunications Manager	894	\$10,761	\$11,299	\$11,864	\$12,457	\$13,080	\$13,734	\$14,421	Monthly
			\$129,132	\$135,588	\$142,368	\$149,484	\$156,960	\$164,808	\$173,052	Annual
			\$62.08	\$65.19	\$68.45	\$71.87	\$75.46	\$79.23	\$83.20	Hourly
0113	Transportation Services Manager	745	\$12,881	\$13,525	\$14,201	\$14,911	\$15,657	\$16,440	\$17,262	Monthly
			\$154,572	\$162,300	\$170,412	\$178,932	\$187,884	\$197,280	\$207,144	Annual
			\$74.31	\$78.03	\$81.93	\$86.03	\$90.33	\$94.85	\$99.59	Hourly

SECTION 2. The following job classifications are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period that includes July 1, 2025. The rate of pay for individual classifications may be anywhere within the monthly minimum and maximum salary steps.

Class	Class Title	Grade	Step							
Code			1	2	3	4	5	6	7	
0143	Assistant Building Official	854	\$9,738	\$10,225	\$10,736	\$11,273	\$11,837	\$12,429	\$13,050	Monthly
			\$116,856	\$122,700	\$128,832	\$135,276	\$142,044	\$149,148	\$156,600	Annual
			\$56.18	\$58.99	\$61.94	\$65.04	\$68.29	\$71.71	\$75.29	Hourly
0157	Assistant Development Services Director	761	\$12,966	\$13,614	\$14,295	\$15,010	\$15,760	\$16,548	\$17,375	Monthly
			\$155,592	\$163,368	\$171,540	\$180,120	\$189,120	\$198,576	\$208,500	Annual
			\$74.80	\$78.54	\$82.47	\$86.60	\$90.92	\$95.47	\$100.24	Hourly
0142	Building Official	754	\$12,650	\$13,282	\$13,946	\$14,643	\$15,375	\$16,144	\$16,951	Monthly
			\$151,800	\$159,384	\$167,352	\$175,716	\$184,500	\$193,728	\$203,412	Annual
			\$72.98	\$76.63	\$80.46	\$84.48	\$88.70	\$93.14	\$97.79	Hourly

Class Code	Class Title	Grade	1	2	3	Step 4	5	6	7	
0112	City Engineer	751	\$13,531	\$14,208	\$14,918	\$15,664	\$16,447	\$17,269	\$18,132	Monthly
			\$162,372	\$170,496	\$179,016	\$187,968	\$197,364	\$207,228	\$217,584	Annual
			\$78.06	\$81.97	\$86.07	\$90.37	\$94.89	\$99.63	\$104.61	Hourly
0161	Community Improvement Manager	895	\$10,150	\$10,657	\$11,190	\$11,750	\$12,337	\$12,954	\$13,602	Monthly
			\$121,800	\$127,884	\$134,280	\$141,000	\$148,044	\$155,448	\$163,224	Annual
			\$58.56	\$61.48	\$64.56	\$67.79	\$71.18	\$74.73	\$78.47	Hourly
0115	Deputy Director of Public Works	858	\$13,531	\$14,208	\$14,918	\$15,664	\$16,447	\$17,269	\$18,132	Monthly
			\$162,372	\$170,496	\$179,016	\$187,968	\$197,364	\$207,228	\$217,584	Annual
			\$78.06	\$81.97	\$86.07	\$90.37	\$94.89	\$99.63	\$104.61	Hourly
0239	Emergency Services Manager	855	\$10,150	\$10,657	\$11,190	\$11,750	\$12,337	\$12,954	\$13,602	Monthly
			\$121,800	\$127,884	\$134,280	\$141,000	\$148,044	\$155,448	\$163,224	Annual
			\$58.56	\$61.48	\$64.56	\$67.79	\$71.18	\$74.73	\$78.47	Hourly
0111	Energy and Sustainability Services Manager	897	\$10,150	\$10,657	\$11,190	\$11,750	\$12,337	\$12,954	\$13,602	Monthly
			\$121,800	\$127,884	\$134,280	\$141,000	\$148,044	\$155,448	\$163,224	Annual
			\$58.56	\$61.48	\$64.56	\$67.79	\$71.18	\$74.73	\$78.47	Hourly
0216	Fire Marshal	895	\$12,650	\$13,282	\$13,946	\$14,643	\$15,375	\$16,144	\$16,951	Monthly
			\$151,800	\$159,384	\$167,352	\$175,716	\$184,500	\$193,728	\$203,412	Annual
			\$72.98	\$76.63	\$80.46	\$84.48	\$88.70	\$93.14	\$97.79	Hourly
0451	Maintenance Services Manager	733	\$12,420	\$13,041	\$13,693	\$14,378	\$15,097	\$15,852	\$16,645	Monthly
			\$149,040	\$156,492	\$164,316	\$172,536	\$181,164	\$190,224	\$199,740	Annual
			\$71.65	\$75.24	\$79.00	\$82.95	\$87.10	\$91.45	\$96.03	Hourly
0160	Neighborhood Improvement Manager	719	\$9,115	\$9,571	\$10,050	\$10,553	\$11,081	\$11,635	\$12,217	Monthly
			\$109,380	\$114,852	\$120,600	\$126,636	\$132,972	\$139,620	\$146,604	Annual
			\$52.59	\$55.22	\$57.98	\$60.88	\$63.93	\$67.13	\$70.48	Hourly
0159	Planning and Sustainable Development Manager	856	\$12,650	\$13,282	\$13,946	\$14,643	\$15,375	\$16,144	\$16,951	Monthly
			\$151,800	\$159,384	\$167,352	\$175,716	\$184,500	\$193,728	\$203,412	Annual
			\$72.98	\$76.63	\$80.46	\$84.48	\$88.70	\$93.14	\$97.79	Hourly
0097	Police Administrative Services Commander	756	\$11,527	\$12,103	\$12,708	\$13,343	\$14,010	\$14,710	\$15,445	Monthly
			\$138,324	\$145,236	\$152,496	\$160,116	\$168,120	\$176,520	\$185,340	Annual
			\$66.50	\$69.83	\$73.32	\$76.98	\$80.83	\$84.87	\$89.11	Hourly
0464	Police Records, Property & Evidence Manager	899	\$10,150	\$10,657	\$11,190	\$11,750	\$12,337	\$12,954	\$13,602	Monthly
			\$121,800	\$127,884	\$134,280	\$141,000	\$148,044	\$155,448	\$163,224	Annual
			\$58.56	\$61.48	\$64.56	\$67.79	\$71.18	\$74.73	\$78.47	Hourly

Class Code	Class Title	Grade	1	2	3	Step 4	5	6	7	
0077	Public Affairs Manager	140	\$10,150	\$10,657	\$11,190	\$11,750	\$12,337	\$12,954	\$13,602	Monthly
			\$121,800	\$127,884	\$134,280	\$141,000	\$148,044	\$155,448	\$163,224	Annual
			\$58.56	\$61.48	\$64.56	\$67.79	\$71.18	\$74.73	\$78.47	Hourly
0162	Real Property Manager	730	\$9,115	\$9,571	\$10,050	\$10,553	\$11,081	\$11,635	\$12,217	Monthly
			\$109,380	\$114,852	\$120,600	\$126,636	\$132,972	\$139,620	\$146,604	Annual
			\$52.59	\$55.22	\$57.98	\$60.88	\$63.93	\$67.13	\$70.48	Hourly
0305	Recreation Manager	893	\$9,909	\$10,404	\$10,924	\$11,470	\$12,043	\$12,645	\$13,277	Monthly
			\$118,908	\$124,848	\$131,088	\$137,640	\$144,516	\$151,740	\$159,324	Annual
			\$57.17	\$60.02	\$63.02	\$66.17	\$69.48	\$72.95	\$76.60	Hourly
0303	Senior Recreation Program Administrator	725	\$7,227	\$7,588	\$7,967	\$8,365	\$8,783	\$9,222	\$9,683	Monthly
			\$86,724	\$91,056	\$95,604	\$100,380	\$105,396	\$110,664	\$116,196	Annual
			\$41.69	\$43.78	\$45.96	\$48.26	\$50.67	\$53.20	\$55.86	Hourly
0236	Telecommunications Manager	894	\$11,166	\$11,724	\$12,310	\$12,925	\$13,571	\$14,250	\$14,962	Monthly
			\$133,992	\$140,688	\$147,720	\$155,100	\$162,852	\$171,000	\$179,544	Annual
			\$64.42	\$67.64	\$71.02	\$74.57	\$78.29	\$82.21	\$86.32	Hourly
0113	Transportation Services Manager	745	\$13,363	\$14,031	\$14,733	\$15,470	\$16,244	\$17,056	\$17,909	Monthly
			\$160,356	\$168,372	\$176,796	\$185,640	\$194,928	\$204,672	\$214,908	Annual
			\$77.09	\$80.95	\$85.00	\$89.25	\$93.72	\$98.40	\$103.32	Hourly

SECTION 3. The following job classifications are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period that includes July 1, 2026. The rate of pay for individual classifications may be anywhere within the monthly minimum and maximum salary steps.

Class Code	Class Title	Grade	1	2	3	Step 4	5	6	7	
0143	Assistant Building Official	854	\$10,079	\$10,583	\$11,112	\$11,668	\$12,251	\$12,864	\$13,507	Monthly
			\$120,948	\$126,996	\$133,344	\$140,016	\$147,012	\$154,368	\$162,084	Annual
			\$58.15	\$61.06	\$64.11	\$67.32	\$70.68	\$74.22	\$77.93	Hourly
0157	Assistant Development Services Director	761	\$13,419	\$14,090	\$14,794	\$15,534	\$16,311	\$17,127	\$17,983	Monthly
			\$161,028	\$169,080	\$177,528	\$186,408	\$195,732	\$205,524	\$215,796	Annual
			\$77.42	\$81.29	\$85.35	\$89.62	\$94.10	\$98.81	\$103.75	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0142	Building Official	754	\$13,091	\$13,746	\$14,433	\$15,155	\$15,913	\$16,709	\$17,544	Monthly
			\$157,092	\$164,952	\$173,196	\$181,860	\$190,956	\$200,508	\$210,528	Annual
			\$75.53	\$79.30	\$83.27	\$87.43	\$91.81	\$96.40	\$101.22	Hourly
0112	City Engineer	751	\$14,004	\$14,704	\$15,439	\$16,211	\$17,022	\$17,873	\$18,767	Monthly
			\$168,048	\$176,448	\$185,268	\$194,532	\$204,264	\$214,476	\$225,204	Annual
			\$80.79	\$84.83	\$89.07	\$93.53	\$98.20	\$103.11	\$108.27	Hourly
0161	Community Improvement Manager	895	\$10,506	\$11,031	\$11,583	\$12,162	\$12,770	\$13,408	\$14,078	Monthly
			\$126,072	\$132,372	\$138,996	\$145,944	\$153,240	\$160,896	\$168,936	Annual
			\$60.61	\$63.64	\$66.83	\$70.17	\$73.67	\$77.35	\$81.22	Hourly
0115	Deputy Director of Public Works	858	\$14,004	\$14,704	\$15,439	\$16,211	\$17,022	\$17,873	\$18,767	Monthly
			\$168,048	\$176,448	\$185,268	\$194,532	\$204,264	\$214,476	\$225,204	Annual
			\$80.79	\$84.83	\$89.07	\$93.53	\$98.20	\$103.11	\$108.27	Hourly
0239	Emergency Services Manager	855	\$10,506	\$11,031	\$11,583	\$12,162	\$12,770	\$13,408	\$14,078	Monthly
			\$126,072	\$132,372	\$138,996	\$145,944	\$153,240	\$160,896	\$168,936	Annual
			\$60.61	\$63.64	\$66.83	\$70.17	\$73.67	\$77.35	\$81.22	Hourly
0111	Energy and Sustainability Services Manager	897	\$10,506	\$11,031	\$11,583	\$12,162	\$12,770	\$13,408	\$14,078	Monthly
			\$126,072	\$132,372	\$138,996	\$145,944	\$153,240	\$160,896	\$168,936	Annual
			\$60.61	\$63.64	\$66.83	\$70.17	\$73.67	\$77.35	\$81.22	Hourly
0216	Fire Marshal	895	\$13,091	\$13,746	\$14,433	\$15,155	\$15,913	\$16,709	\$17,544	Monthly
			\$157,092	\$164,952	\$173,196	\$181,860	\$190,956	\$200,508	\$210,528	Annual
			\$75.53	\$79.30	\$83.27	\$87.43	\$91.81	\$96.40	\$101.22	Hourly
0451	Maintenance Services Manager	733	\$12,856	\$13,499	\$14,174	\$14,883	\$15,627	\$16,408	\$17,228	Monthly
			\$154,272	\$161,988	\$170,088	\$178,596	\$187,524	\$196,896	\$206,736	Annual
			\$74.17	\$77.88	\$81.77	\$85.86	\$90.16	\$94.66	\$99.39	Hourly
0160	Neighborhood Improvement Manager	719	\$9,437	\$9,909	\$10,404	\$10,924	\$11,470	\$12,043	\$12,645	Monthly
			\$113,244	\$118,908	\$124,848	\$131,088	\$137,640	\$144,516	\$151,740	Annual
			\$54.44	\$57.17	\$60.02	\$63.02	\$66.17	\$69.48	\$72.95	Hourly
0159	Planning and Sustainable Development Manager	856	\$13,091	\$13,746	\$14,433	\$15,155	\$15,913	\$16,709	\$17,544	Monthly
			\$157,092	\$164,952	\$173,196	\$181,860	\$190,956	\$200,508	\$210,528	Annual
			\$75.53	\$79.30	\$83.27	\$87.43	\$91.81	\$96.40	\$101.22	Hourly
0097	Police Administrative Services Commander	756	\$11,930	\$12,526	\$13,152	\$13,810	\$14,500	\$15,225	\$15,986	Monthly
			\$143,160	\$150,312	\$157,824	\$165,720	\$174,000	\$182,700	\$191,832	Annual
			\$68.83	\$72.27	\$75.88	\$79.67	\$83.65	\$87.84	\$92.23	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0464	Police Records, Property & Evidence Manager	899	\$10,506	\$11,031	\$11,583	\$12,162	\$12,770	\$13,408	\$14,078	Monthly
			\$126,072	\$132,372	\$138,996	\$145,944	\$153,240	\$160,896	\$168,936	Annual
			\$60.61	\$63.64	\$66.83	\$70.17	\$73.67	\$77.35	\$81.22	Hourly
0077	Public Affairs Manager	140	\$10,506	\$11,031	\$11,583	\$12,162	\$12,770	\$13,408	\$14,078	Monthly
			\$126,072	\$132,372	\$138,996	\$145,944	\$153,240	\$160,896	\$168,936	Annual
			\$60.61	\$63.64	\$66.83	\$70.17	\$73.67	\$77.35	\$81.22	Hourly
0162	Real Property Manager	730	\$9,437	\$9,909	\$10,404	\$10,924	\$11,470	\$12,043	\$12,645	Monthly
			\$113,244	\$118,908	\$124,848	\$131,088	\$137,640	\$144,516	\$151,740	Annual
			\$54.44	\$57.17	\$60.02	\$63.02	\$66.17	\$69.48	\$72.95	Hourly
0305	Recreation Manager	893	\$10,255	\$10,768	\$11,306	\$11,871	\$12,465	\$13,088	\$13,742	Monthly
			\$123,060	\$129,216	\$135,672	\$142,452	\$149,580	\$157,056	\$164,904	Annual
			\$59.16	\$62.12	\$65.23	\$68.49	\$71.91	\$75.51	\$79.28	Hourly
0303	Senior Recreation Program Administrator	725	\$7,478	\$7,852	\$8,245	\$8,657	\$9,090	\$9,545	\$10,022	Monthly
			\$89,736	\$94,224	\$98,940	\$103,884	\$109,080	\$114,540	\$120,264	Annual
			\$43.14	\$45.30	\$47.57	\$49.94	\$52.44	\$55.07	\$57.82	Hourly
0236	Telecommunications Manager	894	\$11,556	\$12,134	\$12,741	\$13,378	\$14,047	\$14,749	\$15,486	Monthly
			\$138,672	\$145,608	\$152,892	\$160,536	\$168,564	\$176,988	\$185,832	Annual
			\$66.67	\$70.00	\$73.51	\$77.18	\$81.04	\$85.09	\$89.34	Hourly
0113	Transportation Services Manager	745	\$13,831	\$14,523	\$15,249	\$16,011	\$16,812	\$17,653	\$18,536	Monthly
			\$165,972	\$174,276	\$182,988	\$192,132	\$201,744	\$211,836	\$222,432	Annual
			\$79.79	\$83.79	\$87.98	\$92.37	\$96.99	\$101.84	\$106.94	Hourly

SECTION 4. A market analysis study will be conducted in February 2025 for the following classifications: Emergency and Sustainability Manager, Neighborhood Improvement Manager, Public Affairs Manager and Recreation Manager,

SECTION 5. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees.

5.1 CalPERS - MISCELLANEOUS MEMBERS

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are

enrolled in either the CalPERS retirement plan provided for by Government Code § 21354.4, and commonly referred to as the 2.5% at age 55 retirement plan (“tier 1”), or the 2% at 60 formula provided for by Government Code § 21353 (“tier 2”).

A. Classic Members:

Effective April 16, 2017, the total contribution for tier 1 (2.5% @ 55) unit members will be 12% of compensation earnable, inclusive of statutory employee contributions and all cost sharing. The total contribution for tier 2 (2% @ 60) unit members will be 10% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

Effective the pay period that includes July 1, 2023, classic member employees subject to the 2.5% @ 55 formula shall have their cost sharing per Government Code section 20516(a) reduced by 1.469% for a net contribution of one percent (1%) and cost sharing pursuant to 20516(f) will be reduced from 1.531% to 0%.

Effective the pay period that includes July 1, 2023, classic member employees subject to the 2% @ 60 formula shall have their cost sharing per Government Code section 20516(f) reduced by 1% for a net contribution of two percent (2%).

B. New Members: Under PEPRA (see section 5.2 below):

Effective April 16, 2017, the total contribution for PEPRA tier 3 (2% @ 62) unit members will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

5.2 THE CALIFORNIA PUBLIC EMPLOYEES’ PENSION REFORM ACT OF 2013 (PEPRA)

As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. PEPRA includes, but is not limited to, the provisions described below:

Members hired on and after January 1, 2013, deemed to be a “new member” as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said “new member” is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

Members who are “new members” on and after January 1, 2013, shall be enrolled in the PEPPRA provided for 2% @ 62 retirement formula for miscellaneous employees (Govt. Code § 7522.20).

Members who are “new members” on and after January 1, 2013, shall have “final compensation” measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.), and their retirement benefits shall be calculated based on “pensionable compensation” (Section 7522.10) rather than “compensation earnable” (Section 20636).

SECTION 6. Employees covered by this resolution shall be provided with a \$75 monthly technology allowance. The City Manager has the sole discretion to grant, modify or deny an allowance for employees covered by this resolution.

SECTION 7. The City shall contribute an amount toward the flexible benefit plan bucket for the payment of premiums for affected employees and dependents based upon the following criteria:

- Full family coverage for the PERS Platinum medical plan under the California Public Employees’ Retirement System (CALPERS) health insurance programs
- Full family coverage for the Dental Indemnity plan
- Full premium payment for Life Insurance
- Long Term Disability premium will be based upon the top step salary of the highest-salaried Division Manager within the classified service

Any amounts necessary to maintain benefit premiums in excess of the City contribution specified above shall be borne entirely by the executive employee.

SECTION 8. Effective October 15, 2017, employees covered by this resolution shall accrue vacation leave at the following rates and shall be capped at the following maximum levels:

<u>Years of Service</u>	<u>Annual Accrual 40-Hour</u>	<u>Maximum Accrual 40-Hour</u>
1-2	92	184
3-4	116	232
5-9	140	280
10-14	164	320
15-19	188	320
20+	212	320

Vacation Leave Cash-Outs – Each fiscal year, employees will have the following cash-out options: 1) One eighty (80) hour cash-out any time during the fiscal year, regardless of the employee’s maximum accrual and regardless of the employee’s Vacation Leave usage; and, 2) Up to four cash-outs per fiscal year, any time during the fiscal year (irrespective of quarter), based on a “2 for 1” usage ratio, up to a maximum of 80-hours for each cash out. For example, if an employee uses 10 hours of Vacation Leave, the employee could cash out up to 20 hours of Vacation Leave; in order for an employee to cash-out the maximum of 80-hours Vacation Leave, the employee would need to use 40 hours of Vacation Leave.

All employees who are at the Maximum Accrual Level or who may reach the Maximum Accrual Level shall utilize the “Cash-Out” and/or “Vacation Leave” options so as to NOT exceed the Vacation Accrual Ceiling. Other than exceptions granted based upon City and/or Departmental needs as approved by both the Department Director and the City Manager there will no other cash-out of Vacation Leave time beyond the Maximum Accrual rates that have been established.

SECTION 9. Effective December 24, 2017, the City shall grant Executive Leave to management personnel not to exceed forty (40) hours per year. The City Manager may grant an additional sixty (60) hours of Executive Leave.

SECTION 10. Pursuant to the Executive Professional Development Reimbursement Program, the City agrees to reimburse Division Managers up to \$1,300 per fiscal year for activities, materials, equipment or fees that will aid in their individual professional development or support employee wellness, mental and physical health. The intent of this program is to encourage and recognize executive staff for pursuing educational, professional or community-oriented activities, enhancing job skills and expertise, and/or purchasing materials/equipment, which improve the executive's performance and well-being. These activities, materials, equipment or fees are intended to be beyond what is budgeted for individuals through the annual budget cycle. The reimbursement options available include the following:

- Professional memberships, licenses and certificates that are job-related
- Professional conferences that are job-related including fees and other expenses while attending
- Membership dues in community organizations relevant to the executive's job assignment
- Purchase of job-related professional journals, periodicals, books or other written materials which further knowledge or improvement of effectiveness in performance of duties
- Education fees that exceed the City's annual \$1,250 tuition reimbursement limit
- Activities, materials, equipment or fees that promote employee wellness, mental and physical health
- Direct purchase of qualifying computer equipment defined in Administrative Regulation 2.29

The Department Director and Assistant City Manager must approve participation in the activities and/or purchase of the materials/equipment in advance. Claims for reimbursement must be accompanied by documentation that an eligible expense has

been incurred during the fiscal year for the executive employee only. Employee may not request reimbursement for any activities, materials, equipment or fees that have already been reimbursed through a Flexible Spending Account, Health Savings Account or similar program. Any portion of the reimbursement amount not incurred within the fiscal year shall remain City funds unless prior approval has been received by the City Manager. Requests to carry forward unencumbered amounts to the next fiscal year must receive approval by the City Manager prior to the end of the fiscal year. All payments will be in the form of reimbursement and no executive employee will directly receive cash for this benefit. Reimbursements, which are subject to taxation, will be processed through the payroll system. The Finance Department shall administer this program in accordance with the stated purpose and will provide the appropriate forms and procedures. This reimbursement program does not prohibit individual departments from continuing to budget funds for executive staff attendance at professional conferences and seminars, for the payment of professional membership dues, and/or for the purchase of books, journals and written materials that are job-related and will enhance an executive's knowledge or expertise.

SECTION 11. The 401(a) deferred compensation plan provides executives with another tax-deferred savings plan for future financial planning. The City will provide a 0.5% per pay period employer contribution for any executive whose management group elects to participate in the 401(a) plan. The employer contribution will be reflected in that executive's annual total compensation calculation. However, the City will not provide an employer contribution to the current 457 deferred compensation plan and the executive must make all 457 contributions.

SECTION 12. All parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 19th day of November, 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 19th day of November, 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 20th day of November, 2024.

Brenda Green, City Clerk

(SEAL)

RESOLUTION NO. 2024-XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, REVISING THE PAY RANGES AND BENEFITS FOR CLASSIFICATIONS IN THE CONFIDENTIAL MANAGEMENT UNIT**

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, the City Council previously adopted Resolution No. 2023-12, revising the pay ranges and benefits for job classifications in the Confidential Management Unit; and

WHEREAS, the City Council desires to repeal and replace Resolution No. 2023-12 to revise the pay ranges and benefits for the classifications specified herein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. Employer-Employee Organization Relations Resolution No. 95-63, as authorized under the California Government Code (Section 3500, et seq.), defines “Employee, Confidential” as any employee whose normal duties would give the employee access to decisions or the decision-making processes of the City concerning any matters relating to employer-employee relations; and said Resolution sets forth the “Policy and Standards for Determination of Appropriate Units”, including the provision that confidential responsibilities are determining factors in establishing appropriate units. Accordingly, specific positions have been determined by the City Manager (Employee Relations Officer) as having access to or preparing confidential materials and/or information and/or recommendations on behalf of the City in matters relating to employer-employee relations and are included in this Confidential Management Unit.

SECTION 2. The following positions in the Office of the City Manager, Finance Department and Information Technology Department, placed under the Confidential Management Unit Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period that includes July 1, 2024. The

monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class	Class Title	Grade	Step							
Code			1	2	3	4	5	6	7	
0068	Assistant Finance Director	750	\$13,007	\$13,657	\$14,340	\$15,057	\$15,810	\$16,601	\$17,431	Monthly
			\$156,084	\$163,884	\$172,080	\$180,684	\$189,720	\$199,212	\$209,172	Annual
			\$75.04	\$78.79	\$82.73	\$86.87	\$91.21	\$95.78	\$100.56	Hourly
0092	Assistant to the City Manager	896	\$9,783	\$10,272	\$10,786	\$11,325	\$11,891	\$12,486	\$13,110	Monthly
			\$117,396	\$123,264	\$129,432	\$135,900	\$142,692	\$149,832	\$157,320	Annual
			\$56.44	\$59.26	\$62.23	\$65.34	\$68.60	\$72.03	\$75.63	Hourly
0059	Budget and Purchasing Manager	740	\$10,640	\$11,172	\$11,731	\$12,318	\$12,934	\$13,581	\$14,260	Monthly
			\$127,680	\$134,064	\$140,772	\$147,816	\$155,208	\$162,972	\$171,120	Annual
			\$61.38	\$64.45	\$67.68	\$71.07	\$74.62	\$78.35	\$82.27	Hourly
0023	City Clerk	892	\$11,395	\$11,965	\$12,563	\$13,191	\$13,851	\$14,544	\$15,271	Monthly
			\$136,740	\$143,580	\$150,756	\$158,292	\$166,212	\$174,528	\$183,252	Annual
			\$65.74	\$69.03	\$72.48	\$76.10	\$79.91	\$83.91	\$88.10	Hourly
0171	Finance Manager	727	\$11,395	\$11,965	\$12,563	\$13,191	\$13,851	\$14,544	\$15,271	Monthly
			\$136,740	\$143,580	\$150,756	\$158,292	\$166,212	\$174,528	\$183,252	Annual
			\$65.74	\$69.03	\$72.48	\$76.10	\$79.91	\$83.91	\$88.10	Hourly
0090	Human Resources Manager	748	\$11,767	\$12,355	\$12,973	\$13,622	\$14,303	\$15,018	\$15,769	Monthly
			\$141,204	\$148,260	\$155,676	\$163,464	\$171,636	\$180,216	\$189,228	Annual
			\$67.89	\$71.28	\$74.84	\$78.59	\$82.52	\$86.64	\$90.98	Hourly
0047	Information Technology Manager	741	\$12,368	\$12,986	\$13,635	\$14,317	\$15,033	\$15,785	\$16,574	Monthly
			\$148,416	\$155,832	\$163,620	\$171,804	\$180,396	\$189,420	\$198,888	Annual
			\$71.35	\$74.92	\$78.66	\$82.60	\$86.73	\$91.07	\$95.62	Hourly

SECTION 3. The following positions of the Office of the City Manager, Finance Department and Information Technology Department, placed under the Confidential Management Unit Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period that includes July 1, 2025. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class	Class Title	Grade	Step							
Code			1	2	3	4	5	6	7	
0068	Assistant Finance Director	750	\$13,495	\$14,170	\$14,879	\$15,623	\$16,404	\$17,224	\$18,085	Monthly
			\$161,940	\$170,040	\$178,548	\$187,476	\$196,848	\$206,688	\$217,020	Annual
			\$77.86	\$81.75	\$85.84	\$90.13	\$94.64	\$99.37	\$104.34	Hourly
0092	Assistant to the City Manager	896	\$10,150	\$10,657	\$11,190	\$11,750	\$12,337	\$12,954	\$13,602	Monthly
			\$121,800	\$127,884	\$134,280	\$141,000	\$148,044	\$155,448	\$163,224	Annual
			\$58.56	\$61.48	\$64.56	\$67.79	\$71.18	\$74.73	\$78.47	Hourly
0059	Budget and Purchasing Manager	740	\$11,039	\$11,591	\$12,171	\$12,780	\$13,419	\$14,090	\$14,795	Monthly
			\$132,468	\$139,092	\$146,052	\$153,360	\$161,028	\$169,080	\$177,540	Annual
			\$63.69	\$66.87	\$70.22	\$73.73	\$77.42	\$81.29	\$85.36	Hourly
0023	City Clerk	892	\$11,823	\$12,414	\$13,035	\$13,687	\$14,371	\$15,090	\$15,844	Monthly
			\$141,876	\$148,968	\$156,420	\$164,244	\$172,452	\$181,080	\$190,128	Annual
			\$68.21	\$71.62	\$75.20	\$78.96	\$82.91	\$87.06	\$91.41	Hourly
0171	Finance Manager	727	\$11,823	\$12,414	\$13,035	\$13,687	\$14,371	\$15,090	\$15,844	Monthly
			\$141,876	\$148,968	\$156,420	\$164,244	\$172,452	\$181,080	\$190,128	Annual
			\$68.21	\$71.62	\$75.20	\$78.96	\$82.91	\$87.06	\$91.41	Hourly
0090	Human Resources Manager	748	\$12,208	\$12,818	\$13,459	\$14,132	\$14,839	\$15,581	\$16,360	Monthly
			\$146,496	\$153,816	\$161,508	\$169,584	\$178,068	\$186,972	\$196,320	Annual
			\$70.43	\$73.95	\$77.65	\$81.53	\$85.61	\$89.89	\$94.38	Hourly
0047	Information Technology Manager	741	\$12,831	\$13,473	\$14,147	\$14,854	\$15,597	\$16,377	\$17,196	Monthly
			\$153,972	\$161,676	\$169,764	\$178,248	\$187,164	\$196,524	\$206,352	Annual
			\$74.03	\$77.73	\$81.62	\$85.70	\$89.98	\$94.48	\$99.21	Hourly

SECTION 4. The following positions of the Office of the City Manager, Finance Department and Information Technology Department, placed under the Confidential Management Unit Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period that includes July 1, 2026. The monthly rate of pay may also be in increments between the monthly minimum and maximum pay step.

Class	Class Title	Grade	Step							
Code			1	2	3	4	5	6	7	
0068	Assistant Finance Director	750	\$13,969	\$14,667	\$15,400	\$16,170	\$16,978	\$17,827	\$18,718	Monthly
			\$167,628	\$176,004	\$184,800	\$194,040	\$203,736	\$213,924	\$224,616	Annual
			\$80.59	\$84.62	\$88.85	\$93.29	\$97.95	\$102.85	\$107.99	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0092	Assistant to the City Manager	896	\$10,506	\$11,031	\$11,583	\$12,162	\$12,770	\$13,408	\$14,078	Monthly
			\$126,072	\$132,372	\$138,996	\$145,944	\$153,240	\$160,896	\$168,936	Annual
			\$60.61	\$63.64	\$66.83	\$70.17	\$73.67	\$77.35	\$81.22	Hourly
0059	Budget and Purchasing Manager	740	\$11,428	\$11,999	\$12,599	\$13,229	\$13,890	\$14,584	\$15,313	Monthly
			\$137,136	\$143,988	\$151,188	\$158,748	\$166,680	\$175,008	\$183,756	Annual
			\$65.93	\$69.23	\$72.69	\$76.32	\$80.13	\$84.14	\$88.34	Hourly
0023	City Clerk	892	\$12,237	\$12,849	\$13,491	\$14,166	\$14,874	\$15,618	\$16,399	Monthly
			\$146,844	\$154,188	\$161,892	\$169,992	\$178,488	\$187,416	\$196,788	Annual
			\$70.60	\$74.13	\$77.83	\$81.73	\$85.81	\$90.10	\$94.61	Hourly
0171	Finance Manager	727	\$12,237	\$12,849	\$13,491	\$14,166	\$14,874	\$15,618	\$16,399	Monthly
			\$146,844	\$154,188	\$161,892	\$169,992	\$178,488	\$187,416	\$196,788	Annual
			\$70.60	\$74.13	\$77.83	\$81.73	\$85.81	\$90.10	\$94.61	Hourly
0090	Human Resources Manager	748	\$12,636	\$13,268	\$13,931	\$14,628	\$15,359	\$16,127	\$16,933	Monthly
			\$151,632	\$159,216	\$167,172	\$175,536	\$184,308	\$193,524	\$203,196	Annual
			\$72.90	\$76.55	\$80.37	\$84.39	\$88.61	\$93.04	\$97.69	Hourly
0047	Information Technology Manager	741	\$13,281	\$13,945	\$14,642	\$15,374	\$16,143	\$16,950	\$17,798	Monthly
			\$159,372	\$167,340	\$175,704	\$184,488	\$193,716	\$203,400	\$213,576	Annual
			\$76.62	\$80.45	\$84.47	\$88.70	\$93.13	\$97.79	\$102.68	Hourly

SECTION 5. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees.

5.1 CalPERS - Miscellaneous Members

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in either the CalPERS retirement plan provided for by Government Code § 21354.4, and commonly referred to as the 2.5% at age 55 retirement plan (“tier 1”), or the 2% at 60 formula provided for by Government Code § 21353 (“tier 2”).

A. Classic Members:

Effective April 16, 2017, the total contribution for tier 1 (2.5% @ 55) unit members will be 12% of compensation earnable, inclusive of statutory employee contributions and all cost sharing. The total contribution for tier 2 (2% @ 60) unit members will be 10% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

Effective the pay period that includes July 1, 2023, classic member employees subject to the 2.5% @ 55 formula shall have their cost sharing per Government Code section 20516(a) reduced by 1.469% for a net contribution of one percent (1%) and cost sharing pursuant to 20516(f) will be reduced from 1.531% to 0%.

Effective the pay period that includes July 1, 2023, classic member employees subject to the 2% @ 60 formula shall have their cost sharing per Government Code section 20516(f) reduced by 1% for a net contribution of two percent (2%).

B. New Members: Under PEPRA (see section 5.2 below):

Effective April 16, 2017, the total contribution for PEPRA tier 3 (2% @ 62) unit members will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

5.2 THE CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)

As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. PEPRA includes, but is not limited to, the provisions described below:

Members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest

quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

Members who are “new members” on and after January 1, 2013, shall be enrolled in the PEPRA provided for 2% @ 62 retirement formula for miscellaneous employees (Govt. Code § 7522.20).

Members who are “new members” on and after January 1, 2013, shall have “final compensation” measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.), and their retirement benefits shall be calculated based on “pensionable compensation” (Section 7522.10) rather than “compensation earnable” (Section 20636).

SECTION 6. Employees covered by this resolution shall be provided with a \$75 monthly technology allowance. The City Manager has the sole discretion to grant, modify or deny an allowance for employees covered by this resolution.

SECTION 7. The City shall contribute an amount toward the flexible benefit plan bucket for the payment of premiums for affected employees and dependents based upon the following criteria:

- Full family coverage for the PERS Platinum medical plan under the California Public Employees’ Retirement System (CALPERS) health insurance programs
- Full family coverage for the Dental Indemnity plan
- Full premium payment for Life Insurance
- Long Term Disability premium will be based upon the top step salary of the highest-salaried Division Manager within the classified service

Any amounts necessary to maintain benefit premiums in excess of the City contribution specified above shall be borne entirely by the confidential management employee.

SECTION 8. Effective October 15, 2017, employees covered by this resolution shall accrue vacation leave at the following rates and shall be capped at the following maximum levels:

<u>Years of Service</u>	<u>Annual Accrual 40-Hour</u>	<u>Maximum Accrual 40-Hour</u>
1-2	92	184
3-4	116	232
5-9	140	280
10-14	164	320
15-19	188	320
20+	212	320

Vacation Leave Cash-Outs – Each fiscal year, employees will have the following cash-out options: 1) One eighty (80) hour cash-out any time during the fiscal year, regardless of the employee’s maximum accrual and regardless of the employee’s Vacation Leave usage; and, 2) Up to four cash-outs per fiscal year, any time during the fiscal year (irrespective of quarter), based on a “2 for 1” usage ratio, up to a maximum of 80-hours for each cash out. For example, if an employee uses 10 hours of Vacation Leave, the employee could cash out up to 20 hours of Vacation Leave; in order for an employee to cash-out the maximum of 80-hours Vacation Leave, the employee would need to use 40 hours of Vacation Leave.

All employees who are at the Maximum Accrual Level or who may reach the Maximum Accrual Level shall utilize the “Cash-Out” and/or “Vacation Leave” options so as to NOT exceed the Vacation Accrual Ceiling. Other than exceptions granted based upon City and/or Departmental needs as approved by both the Department Director and the City Manager there will no other cash-out of Vacation Leave time beyond the Maximum Accrual rates that have been established.

SECTION 9. Effective December 24, 2017, the City shall grant Executive Leave to confidential management personnel not to exceed forty (40) hours per year. The City Manager may grant up to an additional forty (60) hours of Executive Leave.

SECTION 10. Pursuant to the Executive Professional Development Reimbursement Program, the City agrees to reimburse Confidential Management employees up to \$1,300 per fiscal year for activities, materials, equipment or fees that will aid in their individual professional development or support employee wellness, mental and physical health. The intent of this program is to encourage and recognize executive staff for pursuing educational, professional or community-oriented activities, enhancing job skills and expertise, and/or purchasing materials/equipment, which improve the executive's performance and well-being. These activities, materials, equipment or fees are intended to be beyond what is budgeted for individuals through the annual budget cycle. The reimbursement options available include the following:

- Professional memberships, licenses and certificates that are job-related
- Professional conferences that are job-related including fees and other expenses while attending
- Membership dues in community organizations relevant to the executive's job assignment
- Purchase of job-related professional journals, periodicals, books or other written materials which further knowledge or improvement of effectiveness in performance of duties
- Education fees that exceed the City's annual \$1,250 tuition reimbursement limit
- Activities, materials, equipment or fees that promote employee wellness, mental and physical health
- Direct purchase of qualifying computer equipment defined in Administrative Regulation 2.29

The Department Director and Assistant City Manager must approve participation in the activities and/or purchase of the materials/equipment in advance. Claims for reimbursement must be accompanied by documentation that an eligible expense has been incurred during the fiscal year for the executive employee only. Employee may not request reimbursement for any activities, materials, equipment or fees that have already been reimbursed through a Flexible Spending Account, Health Savings Account or similar

program. Any portion of the reimbursement amount not incurred within the fiscal year shall remain City funds unless prior approval has been received by the City Manager. Requests to carry forward unencumbered amounts to the next fiscal year must receive approval by the City Manager prior to the end of the fiscal year. All payments will be in the form of reimbursement and no executive employee will directly receive cash for this benefit. Reimbursements, which are subject to taxation, will be processed through the payroll system. The Finance Department shall administer this program in accordance with the stated purpose and will provide the appropriate forms and procedures. This reimbursement program does not prohibit individual departments from continuing to budget funds for executive staff attendance at professional conferences and seminars, for the payment of professional membership dues, and/or for the purchase of books, journals and written materials that are job-related and will enhance an executive's knowledge or expertise.

SECTION 11. The 401(a) deferred compensation plan provides executives with another tax-deferred savings plan for future financial planning. The City will provide a 0.5% per pay period employer contribution for any executive whose management group elects to participate in the 401(a) plan. The employer contribution will be reflected in that executive's annual total compensation calculation. However, the City will not provide an employer contribution to the current 457 deferred compensation plan and the executive must make all 457 contributions.

SECTION 12. Amendments made pertaining to the fringe benefits, City Rules and Regulations and other employment conditions for employees represented by the Costa Mesa Division Managers Association shall also apply to "Confidential" unrepresented management employees unless specifically excluded. Any positions that may qualify to be part of this unrepresented unit shall be added as part of the process of adoption of salary schedules after consultation with the bargaining unit and employees.

SECTION 13. All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 19th day of November, 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 19th day of November, 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 20th day of November, 2024.

Brenda Green, City Clerk

(SEAL)

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ESTABLISHING NEW JOB CLASSIFICATIONS AND REVISING THE EXECUTIVE COMPENSATION PLAN AND EXECUTIVE SALARY SCHEDULE.

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:

WHEREAS, on March 21, 2023, the City Council adopted Resolutions No. 2023-28 and 2023-44, revising the pay ranges and benefits for job classifications in the Executive Salary Schedule; and

WHEREAS, the City Council desires to repeal and replace Resolutions No. 2023-28 and 2023-44 to revise the pay ranges and benefits for the classifications specified therein; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

SECTION 1. The Costa Mesa City Council previously established the Executive Compensation Plan to: 1) promote maximum commitment by City executives to objectives and standards of the City Council and City Manager; 2) establish a system in which compensation serves as an effective device for promoting better job performance; 3) foster the identification of an executive employee group and recognize the distinct character of executive jobs; and, 4) improve the City's ability to attract and retain outstanding executives.

SECTION 2. The following job classifications, placed under the Executive Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period including July 1, 2024. The rate of pay for individual executives may be anywhere within the monthly minimum and maximum salary steps.

APPOINTED AT-WILL EXECUTIVES										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0075	Assistant City Manager	810	\$17,284	\$18,148	\$19,055	\$20,008	\$21,008	\$22,058	\$23,161	Monthly
			\$207,408	\$217,776	\$228,660	\$240,096	\$252,096	\$264,696	\$277,932	Annual
			\$99.72	\$104.70	\$109.93	\$115.43	\$121.20	\$127.26	\$133.62	Hourly
0027	Deputy City Manager	853	\$13,819	\$14,510	\$15,235	\$15,997	\$16,797	\$17,637	\$18,519	Monthly
			\$165,828	\$174,120	\$182,820	\$191,964	\$201,564	\$211,644	\$222,228	Annual
			\$79.73	\$83.71	\$87.89	\$92.29	\$96.91	\$101.75	\$106.84	Hourly
APPOINTED AT-WILL SWORN DEPARTMENT DIRECTORS										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0223	Fire Chief	793	\$16,915	\$17,761	\$18,649	\$19,581	\$20,560	\$21,588	\$22,667	Monthly
			\$202,980	\$213,132	\$223,788	\$234,972	\$246,720	\$259,056	\$272,004	Annual
			\$97.59	\$102.47	\$107.59	\$112.97	\$118.62	\$124.55	\$130.77	Hourly
0207	Police Chief	792	\$16,915	\$17,761	\$18,649	\$19,581	\$20,560	\$21,588	\$22,667	Monthly
			\$202,980	\$213,132	\$223,788	\$234,972	\$246,720	\$259,056	\$272,004	Annual
			\$97.59	\$102.47	\$107.59	\$112.97	\$118.62	\$124.55	\$130.77	Hourly
APPOINTED AT-WILL DEPARTMENT DIRECTORS										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0091	Administrative Services Director	775	\$11,837	\$12,429	\$13,050	\$13,703	\$14,388	\$15,107	\$15,862	Monthly
			\$142,044	\$149,148	\$156,600	\$164,436	\$172,656	\$181,284	\$190,344	Annual
			\$68.29	\$71.71	\$75.29	\$79.06	\$83.01	\$87.16	\$91.51	Hourly
0080	Economic and Development Development Services Director	850	\$14,998	\$15,748	\$16,535	\$17,362	\$18,230	\$19,142	\$20,099	Monthly
			\$179,976	\$188,976	\$198,420	\$208,344	\$218,760	\$229,704	\$241,188	Annual
			\$86.53	\$90.85	\$95.39	\$100.17	\$105.17	\$110.43	\$115.96	Hourly
0069	Finance Director	772	\$15,022	\$15,773	\$16,562	\$17,390	\$18,260	\$19,173	\$20,132	Monthly
			\$180,264	\$189,276	\$198,744	\$208,680	\$219,120	\$230,076	\$241,584	Annual
			\$86.67	\$91.00	\$95.55	\$100.33	\$105.35	\$110.61	\$116.15	Hourly
0049	Information Technology Director	851	\$14,224	\$14,935	\$15,682	\$16,466	\$17,289	\$18,153	\$19,061	Monthly
			\$170,688	\$179,220	\$188,184	\$197,592	\$207,468	\$217,836	\$228,732	Annual
			\$82.06	\$86.16	\$90.47	\$95.00	\$99.74	\$104.73	\$109.97	Hourly
0306	Parks and Community Services Director	735	\$13,549	\$14,226	\$14,937	\$15,684	\$16,468	\$17,291	\$18,156	Monthly
			\$162,588	\$170,712	\$179,244	\$188,208	\$197,616	\$207,492	\$217,872	Annual
			\$78.17	\$82.07	\$86.18	\$90.48	\$95.01	\$99.76	\$104.75	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0117	Public Works Director	791	\$14,998	\$15,748	\$16,535	\$17,362	\$18,230	\$19,142	\$20,099	Monthly
			\$179,976	\$188,976	\$198,420	\$208,344	\$218,760	\$229,704	\$241,188	Annual
			\$86.53	\$90.85	\$95.39	\$100.17	\$105.17	\$110.43	\$115.96	Hourly
SWORN DIVISION MANAGERS IN THE CLASSIFIED SERVICE										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0222	Assistant Fire Chief (Operations)	859	\$14,595	\$15,325	\$16,091	\$16,896	\$17,741	\$18,628	\$19,559	Monthly
			\$175,140	\$183,900	\$193,092	\$202,752	\$212,892	\$223,536	\$234,708	Annual
			\$84.20	\$88.41	\$92.83	\$97.48	\$102.35	\$107.47	\$112.84	Hourly
0209	Deputy Police Chief	860	\$14,595	\$15,325	\$16,091	\$16,896	\$17,741	\$18,628	\$19,559	Monthly
			\$175,140	\$183,900	\$193,092	\$202,752	\$212,892	\$223,536	\$234,708	Annual
			\$84.20	\$88.41	\$92.83	\$97.48	\$102.35	\$107.47	\$112.84	Hourly
NON SWORN DIVISION MANAGERS IN THE CLASSIFIED SERVICE										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0224	Assistant Fire Chief (Fire Marshal / Community Risk Reduction)	860	\$12,191	\$12,801	\$13,441	\$14,113	\$14,819	\$15,560	\$16,338	Monthly
			\$146,292	\$153,612	\$161,292	\$169,356	\$177,828	\$186,720	\$196,056	Annual
			\$70.33	\$73.85	\$77.54	\$81.42	\$85.49	\$89.77	\$94.26	Hourly

SECTION 3. The following job classifications, placed under the Executive Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period including July 1, 2025. The rate of pay for individual executives may be anywhere within the monthly minimum and maximum salary steps.

APPOINTED AT-WILL EXECUTIVES										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0075	Assistant City Manager	810	\$17,932	\$18,829	\$19,770	\$20,758	\$21,796	\$22,886	\$24,030	Monthly
			\$215,184	\$225,948	\$237,240	\$249,096	\$261,552	\$274,632	\$288,360	Annual
			\$103.45	\$108.63	\$114.06	\$119.76	\$125.75	\$132.03	\$138.63	Hourly
0027	Deputy City Manager	853	\$14,337	\$15,054	\$15,807	\$16,597	\$17,427	\$18,298	\$19,213	Monthly
			\$172,044	\$180,648	\$189,684	\$199,164	\$209,124	\$219,576	\$230,556	Annual
			\$82.71	\$86.85	\$91.19	\$95.75	\$100.54	\$105.57	\$110.84	Hourly

APPOINTED AT-WILL SWORN DEPARTMENT DIRECTORS										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0223	Fire Chief	793	\$17,549	\$18,426	\$19,347	\$20,314	\$21,330	\$22,397	\$23,517	Monthly
			\$210,588	\$221,112	\$232,164	\$243,768	\$255,960	\$268,764	\$282,204	Annual
			\$101.24	\$106.30	\$111.62	\$117.20	\$123.06	\$129.21	\$135.68	Hourly
0207	Police Chief	792	\$17,549	\$18,426	\$19,347	\$20,314	\$21,330	\$22,397	\$23,517	Monthly
			\$210,588	\$221,112	\$232,164	\$243,768	\$255,960	\$268,764	\$282,204	Annual
			\$101.24	\$106.30	\$111.62	\$117.20	\$123.06	\$129.21	\$135.68	Hourly
APPOINTED AT-WILL DEPARTMENT DIRECTORS										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0091	Administrative Services Director	775	\$12,280	\$12,894	\$13,539	\$14,216	\$14,927	\$15,673	\$16,457	Monthly
			\$147,360	\$154,728	\$162,468	\$170,592	\$179,124	\$188,076	\$197,484	Annual
			\$70.85	\$74.39	\$78.11	\$82.02	\$86.12	\$90.42	\$94.94	Hourly
0080	Economic and Development Development Services Director	850	\$15,560	\$16,338	\$17,155	\$18,013	\$18,914	\$19,860	\$20,853	Monthly
			\$186,720	\$196,056	\$205,860	\$216,156	\$226,968	\$238,320	\$250,236	Annual
			\$89.77	\$94.26	\$98.97	\$103.92	\$109.12	\$114.58	\$120.31	Hourly
0069	Finance Director	772	\$15,587	\$16,366	\$17,184	\$18,043	\$18,945	\$19,892	\$20,887	Monthly
			\$187,044	\$196,392	\$206,208	\$216,516	\$227,340	\$238,704	\$250,644	Annual
			\$89.93	\$94.42	\$99.14	\$104.09	\$109.30	\$114.76	\$120.50	Hourly
0049	Information Technology Director	851	\$14,757	\$15,495	\$16,270	\$17,083	\$17,937	\$18,834	\$19,776	Monthly
			\$177,084	\$185,940	\$195,240	\$204,996	\$215,244	\$226,008	\$237,312	Annual
			\$85.14	\$89.39	\$93.87	\$98.56	\$103.48	\$108.66	\$114.09	Hourly
0306	Parks and Community Services Director	735	\$14,056	\$14,759	\$15,497	\$16,272	\$17,086	\$17,940	\$18,837	Monthly
			\$168,672	\$177,108	\$185,964	\$195,264	\$205,032	\$215,280	\$226,044	Annual
			\$81.09	\$85.15	\$89.41	\$93.88	\$98.57	\$103.50	\$108.68	Hourly
0117	Public Works Director	791	\$15,560	\$16,338	\$17,155	\$18,013	\$18,914	\$19,860	\$20,853	Monthly
			\$186,720	\$196,056	\$205,860	\$216,156	\$226,968	\$238,320	\$250,236	Annual
			\$89.77	\$94.26	\$98.97	\$103.92	\$109.12	\$114.58	\$120.31	Hourly
SWORN DIVISION MANAGERS IN THE CLASSIFIED SERVICE										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0222	Assistant Fire Chief (Operations)	859	\$15,143	\$15,900	\$16,695	\$17,530	\$18,406	\$19,326	\$20,292	Monthly
			\$181,716	\$190,800	\$200,340	\$210,360	\$220,872	\$231,912	\$243,504	Annual
			\$87.36	\$91.73	\$96.32	\$101.13	\$106.19	\$111.50	\$117.07	Hourly

Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0209	Deputy Police Chief	860	\$15,143	\$15,900	\$16,695	\$17,530	\$18,406	\$19,326	\$20,292	Monthly
			\$181,716	\$190,800	\$200,340	\$210,360	\$220,872	\$231,912	\$243,504	Annual
			\$87.36	\$91.73	\$96.32	\$101.13	\$106.19	\$111.50	\$117.07	Hourly
NON SWORN DIVISION MANAGERS IN THE CLASSIFIED SERVICE										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0224	Assistant Fire Chief (Fire Marshal / Community Risk Reduction)	860	\$12,650	\$13,282	\$13,946	\$14,643	\$15,375	\$16,144	\$16,951	Monthly
			\$151,800	\$159,384	\$167,352	\$175,716	\$184,500	\$193,728	\$203,412	Annual
			\$72.98	\$76.63	\$80.46	\$84.48	\$88.70	\$93.14	\$97.79	Hourly

SECTION 4. The following job classifications, placed under the Executive Salary Schedule, are hereby revised to reflect the salary ranges and monthly rates of pay specified, effective the pay period including July 1, 2026. The rate of pay for individual executives may be anywhere within the monthly minimum and maximum salary steps.

APPOINTED AT-WILL EXECUTIVES										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0075	Assistant City Manager	810	\$18,560	\$19,488	\$20,462	\$21,485	\$22,559	\$23,687	\$24,871	Monthly
			\$222,720	\$233,856	\$245,544	\$257,820	\$270,708	\$284,244	\$298,452	Annual
			\$107.08	\$112.43	\$118.05	\$123.95	\$130.15	\$136.66	\$143.49	Hourly
0027	Deputy City Manager	853	\$14,838	\$15,580	\$16,359	\$17,177	\$18,036	\$18,938	\$19,885	Monthly
			\$178,056	\$186,960	\$196,308	\$206,124	\$216,432	\$227,256	\$238,620	Annual
			\$85.60	\$89.88	\$94.38	\$99.10	\$104.05	\$109.26	\$114.72	Hourly
APPOINTED AT-WILL SWORN DEPARTMENT DIRECTORS										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0223	Fire Chief	793	\$18,163	\$19,071	\$20,025	\$21,026	\$22,077	\$23,181	\$24,340	Monthly
			\$217,956	\$228,852	\$240,300	\$252,312	\$264,924	\$278,172	\$292,080	Annual
			\$104.79	\$110.03	\$115.53	\$121.30	\$127.37	\$133.74	\$140.42	Hourly
0207	Police Chief	792	\$18,163	\$19,071	\$20,025	\$21,026	\$22,077	\$23,181	\$24,340	Monthly
			\$217,956	\$228,852	\$240,300	\$252,312	\$264,924	\$278,172	\$292,080	Annual
			\$104.79	\$110.03	\$115.53	\$121.30	\$127.37	\$133.74	\$140.42	Hourly

APPOINTED AT-WILL DEPARTMENT DIRECTORS										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0091	Administrative Services	775	\$12,710	\$13,346	\$14,013	\$14,714	\$15,450	\$16,222	\$17,033	Monthly
	Director		\$152,520	\$160,152	\$168,156	\$176,568	\$185,400	\$194,664	\$204,396	Annual
			\$73.33	\$77.00	\$80.84	\$84.89	\$89.13	\$93.59	\$98.27	Hourly
0080	Economic and Development	850	\$16,105	\$16,910	\$17,756	\$18,644	\$19,576	\$20,555	\$21,583	Monthly
	Development Services Director		\$193,260	\$202,920	\$213,072	\$223,728	\$234,912	\$246,660	\$258,996	Annual
			\$92.91	\$97.56	\$102.44	\$107.56	\$112.94	\$118.59	\$124.52	Hourly
0069	Finance Director	772	\$16,132	\$16,939	\$17,786	\$18,675	\$19,609	\$20,589	\$21,618	Monthly
			\$193,584	\$203,268	\$213,432	\$224,100	\$235,308	\$247,068	\$259,416	Annual
			\$93.07	\$97.73	\$102.61	\$107.74	\$113.13	\$118.78	\$124.72	Hourly
0049	Information Technology	851	\$15,273	\$16,037	\$16,839	\$17,681	\$18,565	\$19,493	\$20,468	Monthly
	Director		\$183,276	\$192,444	\$202,068	\$212,172	\$222,780	\$233,916	\$245,616	Annual
			\$88.11	\$92.52	\$97.15	\$102.01	\$107.11	\$112.46	\$118.08	Hourly
0306	Parks and Community	735	\$14,549	\$15,276	\$16,040	\$16,842	\$17,684	\$18,568	\$19,496	Monthly
	Services Director		\$174,588	\$183,312	\$192,480	\$202,104	\$212,208	\$222,816	\$233,952	Annual
			\$83.94	\$88.13	\$92.54	\$97.17	\$102.02	\$107.12	\$112.48	Hourly
0117	Public Works Director	791	\$16,105	\$16,910	\$17,756	\$18,644	\$19,576	\$20,555	\$21,583	Monthly
			\$193,260	\$202,920	\$213,072	\$223,728	\$234,912	\$246,660	\$258,996	Annual
			\$92.91	\$97.56	\$102.44	\$107.56	\$112.94	\$118.59	\$124.52	Hourly
SWORN DIVISION MANAGERS IN THE CLASSIFIED SERVICE										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0222	Assistant Fire Chief	859	\$15,672	\$16,456	\$17,279	\$18,143	\$19,050	\$20,002	\$21,002	Monthly
	(Operations)		\$188,064	\$197,472	\$207,348	\$217,716	\$228,600	\$240,024	\$252,024	Annual
			\$90.42	\$94.94	\$99.69	\$104.67	\$109.90	\$115.40	\$121.17	Hourly
0209	Deputy Police Chief	860	\$15,672	\$16,456	\$17,279	\$18,143	\$19,050	\$20,002	\$21,002	Monthly
			\$188,064	\$197,472	\$207,348	\$217,716	\$228,600	\$240,024	\$252,024	Annual
			\$90.42	\$94.94	\$99.69	\$104.67	\$109.90	\$115.40	\$121.17	Hourly
NON SWORN DIVISION MANAGERS IN THE CLASSIFIED SERVICE										
Class Code	Class Title	Grade	Step							
			1	2	3	4	5	6	7	
0224	Assistant Fire Chief	860	\$13,091	\$13,746	\$14,433	\$15,155	\$15,913	\$16,709	\$17,544	Monthly
	(Fire Marshal /		\$157,092	\$164,952	\$173,196	\$181,860	\$190,956	\$200,508	\$210,528	Annual
	Community Risk Reduction)		\$75.53	\$79.30	\$83.27	\$87.43	\$91.81	\$96.40	\$101.22	Hourly

SECTION 5. Except as expressly provided in the City Manager’s Employment Agreement, the City Manager shall receive the same benefits as the other Executives.

SECTION 6. Effective the payroll period that includes January 1, 2025, the City Manager is eligible to move to Step 4 in the salary range which equates to a three and three quarter percent (3.75%) base salary increase. Effective the payroll period that includes January 1, 2026, the City Manager is eligible to move to Step 5 in the salary range which equates to a three and a half (3.5%) base salary increase. Effective the payroll period that includes January 1, 2027, the City Manager is eligible to move to Step 6 in the salary range which equates to a three and a half (3.5%) base salary increase.

Class	Class Title	Grade	Eff 12/29/2021	Eff 1/1/2023	Eff 1/1/2024	Eff 1/1/2025	Eff 1/1/2026	Eff 1/1/2027	
Code			1	2	3	4	5	6	
0076	City Manager	850	\$25,000	\$25,750	\$26,523	\$27,518	\$28,481	\$29,478	Monthly
			\$300,000	\$309,000	\$318,276	\$330,216	\$341,772	\$353,736	Annual
			\$144.23	\$148.56	\$153.02	\$158.76	\$164.31	\$170.07	Hourly

SECTION 7. The City of Costa Mesa has contracted with the California Public Employees Retirement System (CalPERS) to provide retirement benefits to eligible City employees.

7.1 CalPERS - Miscellaneous Members

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in either the CalPERS retirement plan provided for by Government Code § 21354.4, and commonly referred to as the 2.5% at age 55 retirement plan (“tier 1”), or the 2% at 60 formula provided for by Government Code § 21353 (“tier 2”).

A. Classic Members:

Effective April 16, 2017, the total contribution for tier 1 (2.5% @ 55) unit members will be 12% of compensation earnable, inclusive of statutory employee contributions and all cost sharing. The total contribution for tier 2 (2% @ 60) unit members will be 10% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

Effective the pay period that includes July 1, 2023, classic member employees subject to the 2.5%@55 formula shall have their cost sharing per Government Code section 20516(a) reduced by 1.469% for a net contribution of one percent (1%) and cost sharing pursuant to 20516(f) will be reduced from 1.531% to 0%.

Effective the pay period that includes July 1, 2023, classic member employees subject to the 2%@60 formula shall have their cost sharing per Government Code section 20516(f) reduced by 1% for a net contribution of two percent (2%).

B. New Members: Under PEPRA (see section 3.4 below):

Effective April 16, 2017, the total contribution for PEPRA tier 3 (2% @ 62) unit members will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

7.2 CalPERS - Safety Police Members

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in the CalPERS retirement plan provided for by Government Code § 21362.2, and commonly referred to as the 3% at age 50 retirement plan (“tier 1”).

A. Classic Members:

Effective April 16, 2017, the total contribution for tier 1 (3% @ 50) unit members will be 12% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

B. New Members: Under PEPRA (see section 3.4 below):

Effective April 16, 2017, the total contribution for PEPRA tier 2 (2.7% @ 57) unit members will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

73 CalPERS – Safety Fire Members

Employees covered by this resolution who do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (those unit members shall be referred to as “classic members”) are enrolled in either the CalPERS retirement plan provided for by Government Code § 21362.2, and commonly referred to as the 3% at age 50 retirement plan (“tier 1”) or the 2% at 50 formula provided for by Government Code § 21362 (“tier 2”).

A. Classic Members:

Effective June 21, 2020, the total contribution for tier 1 (3% @ 50) unit members will be 15% of compensation earnable, inclusive of statutory employee contributions and all cost sharing. The total contribution for tier 2 (2% @ 50) unit members will be 15% of compensation earnable, inclusive of statutory employee contributions and all cost sharing.

Effective the pay period that includes July 1, 2023, classic member employees subject to the 2%@50 formula shall have their cost sharing per Government Code section 20516(f) reduced by 2% for a net contribution of three percent (3%).

B. New Members: Under PEPRA (see section 7.4 below):

Upon adoption of this resolution by the City Council, the total contribution for PEPRA tier 3 (2.7% @ 57) will be 9% of pensionable compensation, inclusive of statutory employee contributions and cost sharing.

7.4 THE CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 (PEPRA)

As it may from time to time exist, the PEPRA shall in its entirety be given full force and effect. PEPRA includes, but is not limited to, the provisions described below:

Members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.

Members who are "new members" on and after January 1, 2013, shall be enrolled in the PEPRA provided for 2% @ 62 retirement formula for miscellaneous employees (Govt. Code § 7522.20), or 2.7% @ 57 for safety employees (Govt. Code § 7522.25(d)).

Members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.), and their retirement benefits shall be calculated based on "pensionable compensation" (Section 7522.10) rather than "compensation earnable" (Section 20636).

SECTION 8. The following classifications shall be provided with a City vehicle or monthly automobile allowance:

Assigned City Vehicle: Fire Chief, Police Chief, Assistant Fire Chief, Deputy Police Chief

Assigned City Vehicle or up to \$650 Monthly Automobile Allowance, except as expressly provided in the City Manager's Employment Agreement: City Manager

\$575 Monthly Automobile Allowance: Administrative Services Director, Assistant City Manager, Deputy City Manager, Economic and Development Services Director, Finance Director, Information Technology Director, Parks and Community Services Director, Public Works Director

In all situations, the City Manager has the sole discretion to grant, modify or deny use of a City vehicle or grant an allowance for employees covered by this resolution.

SECTION 9. Employees covered by this resolution shall be provided with a \$75 monthly technology allowance. The City Manager has the sole discretion to grant, modify or deny an allowance for employees covered by this resolution.

SECTION 10. With exception of the City Manager, a pay-for-performance evaluation and compensation system will be utilized for all employees in executive job classifications. All compensation increases for executives will be based upon continued meritorious service to the City. Though the City Manager may receive labor marketplace salary adjustments, annual performance evaluations for this position will be conducted in the fall of each year by the City Council.

SECTION 11. Sworn Executives and Managers are eligible to participate in the Management Certification/Education Program based upon the following achievements and criteria:

<u>Certification/ Degree</u>	<u>Eligible Classification</u>	<u>Award</u>
P.O.S.T. Executive Certificate	Police Chief	5.0%
FBI Academy	Police Chief	2.5%
Command College	Police Chief	2.5%*
National Fire Academy - Executive Fire Officer	Fire Chief	2.50%
Master's Degree	Fire Chief	2.50%
P.O.S.T. Management Certificate	Deputy Police Chief	5.0%

Awards are based on a percentage of base salary. The maximum cumulative award payable to any employee shall not exceed 10.0% of base salary. To the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

An award may be granted, rejected or removed at any time. The City Manager may review and update this program on a periodic basis to ensure its vitality and relevance.

SECTION 12. Sworn Division Managers who have been employed in a full-time sworn law enforcement position (as defined by California Penal Code sections 830.1, 830.2, 830.32 and 830.33 or the out-of-state equivalent as determined by the Chief of Police) or in a full-time sworn fire classification (i.e., Firefighter, Fire Engineer, Fire Captain, Battalion Chief or Fire Division Chief) in a municipal, state, federal fire department or other agency (as determined by the Fire Chief) for twenty-five (25) years or more (with a maximum of 10 years in such a position outside of the City of Costa Mesa) shall receive recruitment and retention incentive pay of ten percent (10%).

SECTION 13. Sworn Division Managers (Deputy Police Chief and Assistant Fire Chief) work without regards to holiday and shall be compensated for holiday time of 104 hours per calendar year. To the extent permitted by law, the compensation in this section is special compensation and shall be reported as such pursuant to Title 2 California Code of Regulations, Section 571 and 571.1.

SECTION 14. The City shall contribute an amount toward the executive flexible benefit plan bucket for the payment of premiums for affected employees and dependents based upon the following criteria:

- Full family coverage for the PERS Platinum medical plan under the California Public Employees' Retirement System (CALPERS) health insurance programs
- Full family coverage for the Dental Indemnity plan
- Full premium payment for Life Insurance
- For Department Directors, Long Term Disability premium will be based upon the top step salary of the highest-salaried Department Director within the classified service
- For Division Managers, Long Term Disability premium will be based upon the top step salary of the highest-salaried Division Manager within the classified service

Any amounts necessary to maintain benefit premiums in excess of the City contribution specified above shall be borne entirely by the executive employee.

SECTION 15. Employees covered by this resolution shall accrue vacation leave at the following rates and shall be capped at the following maximum levels:

<u>Years of Service</u>	<u>Annual Accrual 40-Hour</u>	<u>Maximum Accrual 40-Hour</u>
1-2	92	184
3-4	116	232
5-9	140	280
10-14	164	320
15-19	188	320
20+	212	320

Vacation Leave Cash-Outs – Each fiscal year, employees will have the following cash-out options: 1) One eighty (80) hour cash-out any time during the fiscal year, regardless of the employee's maximum accrual and regardless of the employee's

Vacation Leave usage; and, 2) Up to four cash-outs per fiscal year, any time during the fiscal year (irrespective of quarter), based on a “2 for 1” usage ratio, up to a maximum of 80-hours for each cash out. For example, if an employee uses 10 hours of Vacation Leave, the employee could cash out up to 20 hours of Vacation Leave; in order for an employee to cash-out the maximum of 80-hours Vacation Leave, the employee would need to use 40 hours of Vacation Leave.

All employees who are at the Maximum Accrual Level or who may reach the Maximum Accrual Level shall utilize the “Cash-Out” and/or “Vacation Leave” options so as to NOT exceed the Vacation Accrual Ceiling. Other than exceptions granted based upon City and/or Departmental needs as approved by the City Manager, there will no other cash-out of Vacation Leave time beyond the Maximum Accrual rates that have been established.

SECTION 16. The City shall grant Executive Leave to management personnel not to exceed forty (40) hours per year. The City Manager may grant up to an additional sixty (60) hours of Executive Leave.

SECTION 17. Pursuant to the Executive Professional Development Reimbursement Program, the City agrees to reimburse Department Directors up to \$2,300 and Division Managers up to \$1,300 per fiscal year for activities, materials, equipment or fees that will aid in their individual professional development or support employee wellness, mental and physical health. The intent of this program is to encourage and recognize executive staff for pursuing educational, professional or community-oriented activities, enhancing job skills and expertise, and/or purchasing materials/equipment, which improve the executive’s performance and well-being. These activities, materials, equipment or fees are intended to be beyond what is budgeted for individuals through the annual budget cycle. The reimbursement options available include the following:

- Professional memberships, licenses and certificates that are job-related

- Professional conferences that are job-related including fees and other expenses while attending
- Membership dues in community organizations relevant to the executive's job assignment
- Purchase of job-related professional journals, periodicals, books or other written materials which further knowledge or improvement of effectiveness in performance of duties
- Education fees that exceed the City's annual \$1,250 tuition reimbursement limit
- Activities, materials, equipment or fees that promote employee wellness, mental and physical health
- Direct purchase of qualifying computer equipment defined in Administrative Regulation 2.29

The Assistant City Manager must approve participation in the activities and/or purchase of the materials/equipment in advance. Claims for reimbursement must be accompanied by documentation that an eligible expense has been incurred during the fiscal year for the executive employee only. Employee may not request reimbursement for any activities, materials, equipment or fees that have already been reimbursed through a Flexible Spending Account, Health Savings Account or similar program. Any portion of the reimbursement amount not incurred within the fiscal year shall remain City funds unless prior approval has been received by the City Manager. Requests to carry forward unencumbered amounts to the next fiscal year must receive approval by the City Manager prior to the end of the fiscal year. All payments will be in the form of reimbursement and no executive employee will directly receive cash for this benefit. Reimbursements, which are subject to taxation, will be processed through the payroll system. The Finance Department shall administer this program in accordance with the stated purpose and will provide the appropriate forms and procedures. This reimbursement program does not prohibit individual departments from continuing to budget funds for executive staff attendance at professional conferences and seminars, for the payment of professional membership dues, and/or for the purchase of books, journals and written materials that are job-related and will enhance an executive's knowledge or expertise.

SECTION 18. The 401(a) deferred compensation plan provides executives with another tax-deferred savings plan for future financial planning. Executives and Department Directors covered by the Executive Compensation Plan and executive salary schedule shall receive a \$15,000 annual contribution to the City's 401(a) plan. Division Managers covered by the Executive Compensation Plan and executive salary schedule shall receive 0.5% per pay period for those who elect to participate in the 401(a) plan.

Except as provided in the City Manager's Employment Agreement, executives must make any and all 457 deferred compensation contributions. The City shall contribute to City Manager's 457 account the maximum annual contribution permitted, including applicable catch-up provisions. The City will also calculate a contribution to a defined contribution plan for the Fire Chief in an amount to be determined by an actuarial valuation performed by a professional actuary.

SECTION 19. All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED this 19th day of November, 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 19th day of November , 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 20th day of November, 2024.

Brenda Green, City Clerk