



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, February 4, 2025

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.

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

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

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

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

As a courtesy, the public may participate via the Zoom option.

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

Please click the link below to join the webinar:

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

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

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

Enter Webinar ID: 818 7957 9049/ Password: 608584

- If Zoom is not already installed on your computer, click “Download & Run Zoom” on the launch page and press “Run” when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically.
- Select “Join Audio via Computer.”
- The virtual conference room will open. If you receive a message reading, “Please wait for the host to start this meeting,” simply remain in the room until the meeting begins.
- During the Public Comment Period, use the “raise hand” feature located in the participants’ window and wait for city staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Participate via telephone: (For both 4:00 p.m. and 6:00 p.m. meetings)

Call: 1 669 900 6833 Enter Webinar ID: 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>.

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

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

CLOSED SESSION - 4:00 P.M.

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION ITEMS:

1. THREAT TO SECURITY
Pursuant to California Government Code Section 54957(a)
Consultation with: Costa Mesa Director of Emergency Services/City Manager, Police Chief.
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - ONE CASE
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.
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
4. 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

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

FEBRUARY 4, 2025 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Mayor Pro Tem - District 4

ANDREA MARR
Council Member - District 3

ARLIS REYNOLDS
Council Member - District 5

LOREN GAMEROS
Council Member - District 2

JEFF PETTIS
Council Member - District 6

MIKE BULEY
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

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: NONE.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Comments on Presentations and Consent Calendar items may also be heard at this time. Comments are limited to 3 minutes, or as otherwise directed.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Each council member is limited to 3 minutes. Additional comments will be heard at the end of the meeting.

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

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR

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

1. [**PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL 25-157 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**](#) [**25-159**](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Janie Dungan, Cindy Macfarland, Christina Morales-Tolentino, Mike Petrovic, Karen Wolf, California Auto Insurance Company of behalf of Shawn Ohearn.

3. **ADOPTION OF WARRANT RESOLUTION** **25-144**

RECOMMENDATION:

City Council approve Warrant Resolution No. 2727.

Attachments: [1. Summary Check Register 12-26-24](#)
[2. Summary Check Register 1-9-25](#)
[3. Summary Check Register 1-16-25](#)

4. **MINUTES** **25-158**

RECOMMENDATION:

City Council approve the minutes of the regular meeting of January 21, 2025.

Attachments: [1. 01-21-2025 Draft Minutes](#)

5. **DESIGNATION OF VOTING DELEGATE FOR THE SOUTHERN 25-145**
CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2025
REGIONAL CONFERENCE AND GENERAL ASSEMBLY

RECOMMENDATION:

It is recommended that Council Member Arlis Reynolds serve as the delegate and Council Member Mike Buley as the alternate for the upcoming 2025 Annual Southern California Association of Governments (SCAG) Regional Conference and General Assembly.

6. [ACCEPTANCE OF THE LED LIGHTING INSTALLATION AT CITY 25-148 PARKS AND ATHLETIC FACILITIES PROJECT \(JACK HAMMETT SPORTS COMPLEX, TEWINKLE ATHLETIC COMPLEX, COSTA MESA TENNIS CENTER, AND BARK PARK\), CITY PROJECT NO. 23-09](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by R&M Electrical Contracting, Inc. (RMF Contracting, Inc.) [RMF], 1523 North Harmony Circle, Anaheim, California 92807, for the Light-Emitting Diode (LED) Lighting Installation at City Parks and Athletic Facilities Project (Jack Hammett Sports Complex, TeWinkle Athletic Complex, Costa Mesa Tennis Center, and Bark Park), City Project No. 23-09, 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; and release the Faithful Performance Bond one (1) year after the filing date.

Attachments: [1. Final Costs](#)

7. [AWARD THE PURCHASE OF BATTING CAGES FOR THE TEWINKLE 25-150 ATHLETIC COMPLEX](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the purchase of materials for two (2) bullpen/batting cages to be installed at the TeWinkle Athletic Complex through Civic Buys Cooperative Agreement #3570 with The KYA Group.
2. Authorize the City Manager to execute the necessary documents for the purchase of bullpen/batting cage materials for \$154,246 from The KYA Group.

Attachments: [1. TeWinkle Athletic Complex Batting Cage Materials](#)

8. **PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL STAFF 25-151
SUPPORT FOR GENERAL PLANNING SERVICES**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize the City Manager and City Clerk to execute a three-year Professional Service Agreement (PSA) with two one-year renewals in a form as approved by the City Attorney for on-call staff support for general planning services:
 - City Advisors, LLC
 - Community Catalyst, Inc.
 - Dudek
 - Interwest Consulting Group, Inc
 - Kimley-Horn and Associates, Inc.
 - MIG, Inc.
 - Placeworks, Inc.
 - The Code Group, Inc.
2. Authorize the City Manager, or designee, and City Clerk to execute the PSA and future amendments with the above listed firms including any potential increases in compensation as long as the amendments are within the annual budget.

Attachments: [1. Request for Proposal No. 25-08](#)
[2. Sample Professional Services Agreement](#)

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

-----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. [AWARD OF THE GREENVILLE-BANNING CHANNEL 25-147 HYDRODYNAMIC SEPARATOR \(HDS\) INSTALLATION PROJECT, CITY PROJECT NO. 25-02](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301 and adopt plans, specifications, and working details for the Greenville-Banning Channel Hydrodynamic Separator (HDS) Installation Project, City Project No. 25-02.
2. Award a Public Works Agreement (PWA) for construction to the Zusser Company, Inc., 528 Palisades Drive, Suite 504, Los Angeles, California 90272 in the amount of \$811,750 (base bid and additive bid) and authorize an additional ten percent (10%) contingency, in the amount of \$81,175 for construction, as needed, for any unforeseen costs related to this project.
3. Authorize the City Manager and City Clerk to execute the PWA with the Zusser Company, Inc., and future amendments to the agreements within Council authorized limits.
4. Authorize \$270,280 from the Westside Storm Drain Improvements Project (550022) to supplement the remaining costs of 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. Bid Abstract](#)
[2. Public Works Agreement](#)

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

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-157

Meeting Date: 2/4/2025

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 #: 25-159

Meeting Date: 2/4/2025

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Janie Dungan, Cindy Macfarland, Christina Morales-Tolentino, Mike Petrovic, Karen Wolf, California Auto Insurance Company of behalf of Shawn Ohearn.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-144

Meeting Date: 2/4/2025

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. 2727.

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. 25-01 "A" Off Cycle for \$6,244.20 and 25-02 On Cycle for \$3,778,274.99, and City operating expenses for \$3,970,740.13.

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>
0251573	12/24/24	O	Nico Hospitality LLC <i>Line Description: Overflow</i>	0000028926	0.00
TOTAL					0.00

191,050.26
0.00
1,283,041.58
0.00
19,668.65
176,102.12
\$ 1,669,862.61

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>
0251603	12/27/24	O	Galls LLC <i>Line Description: Overflow</i>	0000002297	0.00
TOTAL					0.00

Payment Ref	Date	Status	Remit To	Remit ID		Payment Amt
0251572	12/24/24	P	Nico Hospitality LLC	0000028926		191,050.26
		Line Description:	Emergency Housing for Families			
			Emergency Housing for Families			
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			Emergency Housing for Families			
			Emergency Housing for Families			
			Hotel Occupancy Agreement			
			Emergency Housing for Families			
			TOTAL			\$191,050.26

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251574	12/27/24	P	Axon Enterprise Inc	0000027317	668,396.70
			Line Description: Mobile Video System (MVS) Mobile Video System (MVS)		
0251575	12/27/24	P	Bracken's Kitchen Inc	0000029468	17,620.69
			Line Description: Shelter Food Svc 12/1-12/15/24		
0251576	12/27/24	P	CDW Government Inc	0000005402	23,211.34
			Line Description: CISCO MERAKI WIFI		
0251577	12/27/24	P	Community Catalyst	0000030590	16,700.00
			Line Description: Housing Svc-Jul 24 On-Call Svc-Sep 24 On-Call Svc-Nov 2024		
0251578	12/27/24	P	Interwest Consulting Group Inc	0000021505	29,440.65
			Line Description: CM&I Adams/Pinecreek-Nov 24		
0251579	12/27/24	P	JP Morgan Equipment Finance	0000029582	230,394.93
			Line Description: FD Pumping/PD Mobil Comm		
0251580	12/27/24	P	Kazoni Construction	0000029763	45,077.02
			Line Description: Retention Proj 22-03/#200094 PD Range Proj#22-03/200094		
0251581	12/27/24	P	LINA	0000015623	34,841.23
			Line Description: Retiree Life Dec 24 NYL Admin Fees Nov 24 LTD Ins Prem Dec 2024 Voluntary Life Ins Prem Dec 24 Active Life/AD&D Ins Prem Dec		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251582	12/27/24	P	State Water Resources Control Board	0000006849	45,494.00
			Line Description: MSA Permit Fee 7/1/24-6/30/25		
0251583	12/27/24	P	AT & T	0000001107	166.15
			Line Description: 911 Cama Trunks 12/14-1/13/25		
0251584	12/27/24	P	AT & T	0000001107	5,397.53
			Line Description: IT Computer Room		
			DRC Alarm		
			Cool Line for PD		
			TeWinkle Park		
			PD Emergency Line		
			DID Trunk Line		
			Outgoing Trunk Line		
			Estancia Park		
			Wakeham Park		
			Smallwood Park		
			800 Mhz Radio Link		
			2310 Placentia Irrigation		
			Fire Sta#1 Fire Alarm System		
			Lions Park		
			Senior Center Elevator		
			Sr Ctr Fire Alarm		
			Balearic Center Fax		
			Local Usage		
0251585	12/27/24	P	AT & T	0000001107	117.70
			Line Description: Internet-Fleet Svs		
0251586	12/27/24	P	AT & T Mobility	0000001107	94.44
			Line Description: Comm Cell Phone 10/12-11/11/24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251587	12/27/24	P	AY Nursery	0000001142	2,704.53
			Line Description: Tree Purchases Tree Purchases		
0251588	12/27/24	P	Barr & Clark Environmental	0000009300	565.00
			Line Description: LBP Inspn/Assmnt 1750 Whittie		
0251589	12/27/24	P	Bee Busters Inc	0000007572	110.00
			Line Description: Bee Colony Abatement		
0251590	12/27/24	P	Blue Cosmo	0000026920	684.92
			Line Description: Satellite Phone Svcs-Dec 2024		
0251591	12/27/24	P	CAPF	0000004755	2,419.00
			Line Description: Firefighters LTS-Nov 2024		
0251592	12/27/24	P	CLEA	0000004754	3,584.00
			Line Description: Police Officers LTD-Dec 2024		
0251593	12/27/24	P	Carelon Behavioral Health of California	0000030107	1,024.38
			Line Description: Employee Assistance Prog-Dec24		
0251594	12/27/24	P	CentralSquare Technologies LLC	0000028721	2,340.00
			Line Description: PUBLIC SAFETY PROJECT MANAGEME PUBLIC SAFETY TECHNICAL SUPPOR		
0251595	12/27/24	P	City of Huntington Beach	0000002599	2,745.50
			Line Description: Helicopter Svc-Oct 2024		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 4

Run Date Dec 26, 2024

Run Time 12:44:16 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251596	12/27/24	P	Community Legal Aid SoCal	0000030258	11,437.83
			Line Description: 2024-25 1st Qtr Grant		
0251597	12/27/24	P	Costa Mesa Chamber of Commerce	0000004963	9,212.50
			Line Description: CC Mbrshp 7/1-10/31/24		
			CC MbrshpJune 2024		
0251598	12/27/24	P	County of Orange	0000003486	4,454.32
			Line Description: Teletype Srvs Nov 2024		
			Afis Fees Nov 2024		
			Teletype Srvs Nov 24		
0251599	12/27/24	P	County of Orange Health Care Agency	0000003488	734.00
			Line Description: FS#5 CUPA Fees		
0251600	12/27/24	P	Eagle Print Dynamics	0000026736	217.84
			Line Description: Shelter Staff Uniforms		
0251601	12/27/24	P	Embed Digital	0000030082	315.00
			Line Description: Digital Graphic Design		
0251602	12/27/24	P	Galls LLC	0000002297	7,534.97
			Line Description: Uniform-Mauser		
			Uniform-Anaya		
			Uniform-Hagan		
			Uniform-Moore		
			Uniform-Hernandez		
			Uniform-Preciado		
			Uniform-Holt		
			Uniform-Brothers		
			Uniform-Hentrick		
			Uniform-Johnson		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Uniform-Milella Uniform-Maldonado Uniform-Phipps Uniform-Dearden Uniform-Murillo Uniform-Brooks Uniform-Chavez Uniform-Murillo Uniform-Prado Uniform-George Uniform-Lopez Uniform-Rodriguez Uniform-Diaz		
0251604	12/27/24	P	Linscott Law & Greenspan Engineers Inc	0000010877	11,829.90
			<i>Line Description:</i> Del Mar Ave Bicycle Facility		
0251605	12/27/24	P	Long Beach BMW	0000015745	1,414.60
			<i>Line Description:</i> Lighting System-#622		
0251606	12/27/24	P	Los Angeles Times	0000003000	1,640.66
			<i>Line Description:</i> Legal Pub Nov 24 Rvw DIF TIF		
0251607	12/27/24	P	MeisterLabs Inc.	0000030355	2,592.00
			<i>Line Description:</i> MEISTER LICENSE		
0251608	12/27/24	P	MetLife Legal Plans Inc	0000014707	4,563.00
			<i>Line Description:</i> MetLife Legal Premium		
0251609	12/27/24	P	National Data & Surveying Services	0000021249	625.00
			<i>Line Description:</i> Speed/Volume Cts 5 Var Locs		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251610	12/27/24	P	Proactive Engineering Consultants Inc	0000028916	10,349.30
			Line Description: Westside Storm Drain Improveme Westside Storm Drain Improveme		
0251611	12/27/24	P	Prudential Overall Supply	0000025480	713.52
			Line Description: PD Towel Svc-Oct 2024 Towel Svc-Nov 2024		
0251612	12/27/24	P	Ryan Schwartzkopf	0000031089	400.00
			Line Description: Artventure Award		
0251613	12/27/24	P	Southern California Edison Company	0000004088	2,419.66
			Line Description: 3120 Manistee 11/21-12/19/24 FS#1 11/20-12/18/24 55 1/2 Paularino 11/21-12/19/2 735 Baker 11/20-12/18/24 1040 Paularino 11/15-12/15/24		
0251614	12/27/24	P	Southern California Gas Company	0000004092	1,221.80
			Line Description: 3175 Airway 11/8-12/11/24		
0251615	12/27/24	P	Southern California Shredding Inc	0000025605	40.00
			Line Description: On-Site Shredding Services		
0251616	12/27/24	P	The Code Group Inc	0000025073	8,960.00
			Line Description: Staffing Svs-Cheryl Vega		
0251617	12/27/24	P	The Home Depot Credit Services	0000002560	12,723.23
			Line Description: General Supplies Signs Marketi General Supplies Graffiti Abat Electrical Supplies Bldg Maint		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Dec 26,2024

Run Time 12:44:16 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Auto Parts/Supplies Equip Main General Supplies Street Maint Plumbing Supplies Bldg Maint Inventory Purchase Warehouse Hardware Supplies Park Maint Hardware Supplies Bldg Maint Maint Equip Signs/Marketing General Supplies Bldg Maint Health Items Street Maint Maint Equip Street Maint Tools Response/Control Tools Park Maint General Supplies Storm Drain M Promo Items		
0251618	12/27/24	P	The Lincoln National Life Insurance Co	0000030039	14,499.00
			<i>Line Description:</i> Short Term Disability Dec 24		
0251619	12/27/24	P	The Lincoln National Life Insurance Co	0000030039	12,871.17
			<i>Line Description:</i> Accident Ins Dec 24 Critical Illness Ins Dec 24		
0251620	12/27/24	P	Time Warner Cable	0000011202	31.74
			<i>Line Description:</i> Cable Svs-City Hall		
0251621	12/27/24	P	Triad Training LLC	0000031067	750.00
			<i>Line Description:</i> Post Training		
0251622	12/27/24	P	Tuff Shed Inc	0000005302	4,508.28
			<i>Line Description:</i> Tuff Shed-Temporary Storage fo		
0251623	12/27/24	P	US Bank	0000002228	5,489.80
			<i>Line Description:</i> Payroll 24-25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251624	12/27/24	P	US Postmaster	0000004377	10,000.00
		Line Description: Prepaid Item-Bulk Mail			
0251625	12/27/24	P	UniFirst Holdings Inc	0000030616	70.16
		Line Description: CMBS Walk Off Mats			
0251626	12/27/24	P	Verizon Wireless	0000008717	6,440.70
		Line Description: PD Cell Phones 10/16-11/15/24 WIRELESS PHONE			
0251627	12/27/24	P	Verizon Wireless	0000008717	1,851.89
		Line Description: NextGen Broadband Thru 10/31/2			
TOTAL					\$1,283,041.58

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018946	12/31/24	P	Alan F Kent	0000006393	2,174.79
		Line Description: 1% Supplemental Pay Jan 25			
018947	12/31/24	P	Beckee Cost	0000016309	946.08
		Line Description: 1% Supplemental Pay Jan 25			
018948	12/31/24	P	Chris Morris	0000007439	2,500.00
		Line Description: Monthly LTD Payment Jan 25			
018949	12/31/24	P	Danny Hogue	0000006802	1,137.03
		Line Description: 1% Supplemental Pay Jan 25			
018950	12/31/24	P	Darlene Bell	0000005602	580.54
		Line Description: 1% Supplemental Pay Jan 25			
018951	12/31/24	P	David A Dye	0000002065	260.90
		Line Description: 1% Supplemental Pay Jan 25			
018952	12/31/24	P	Edward Dryzmala	0000006686	1,377.28
		Line Description: 1% Supplemental Pay Jan 25			
018953	12/31/24	P	Gale Tusio	0000017460	233.08
		Line Description: 1% Supplemental Pay Jan 25			
018954	12/31/24	P	Harlan Pauley	0000003569	232.12
		Line Description: 1% Supplemental Pay Jan 25			
018955	12/31/24	P	James M Miller	0000007440	2,500.00
		Line Description: Monthly LTD Payment Jan 25			

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City of Costa Mesa Accounts Payable
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Run Date Dec 24, 2024

Run Time 1:54:13 PM

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018956	12/31/24	P	Kathleen Zuorski	0000025225	504.52
			Line Description: 1% Supplemental Pay Jan 25		
018957	12/31/24	P	Linda Boylan	0000023340	57.98
			Line Description: 1% Supplemental Pay Jan 25		
018958	12/31/24	P	Matthew J Collett	0000001720	856.58
			Line Description: 1% Supplemental Pay Jan 25		
018959	12/31/24	P	Paul A Cappuccilli	0000007705	1,214.50
			Line Description: 1% Supplemental Pay Jan 25		
018960	12/31/24	P	Phil Dickens	0000005801	511.76
			Line Description: 1% Supplemental Pay Jan 25		
018961	12/31/24	P	Richard J Johnson	0000005620	1,255.66
			Line Description: 1% Supplemental Pay Jan 25		
018962	12/31/24	P	Thomas J Lazar	0000002925	1,703.25
			Line Description: 1% Supplemental Pay Jan 25		
018963	12/31/24	P	William H Bechtel	0000001224	1,622.58
			Line Description: 1% Supplemental Pay Jan 25		
TOTAL					\$19,668.65

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018964	12/27/24	P	Achdjian Real Estate Advisory <i>Line Description:</i> 2nd Qtr Real Estate Svc	0000030549	8,062.50
018965	12/27/24	P	Alicia Defuria <i>Line Description:</i> Adv Disability-Dec 2024	0000029278	4,411.08
018966	12/27/24	P	Ann Barrett <i>Line Description:</i> Peer Support Conf Exp	0000024521	169.24
018967	12/27/24	P	Carol Molina <i>Line Description:</i> Conference Exp Reimb	0000029532	549.25
018968	12/27/24	P	Caroline Tse <i>Line Description:</i> CalPERS Employer Ed Forum	0000027094	323.80
018969	12/27/24	P	Daniel Bruno <i>Line Description:</i> Vehicle Forensics	0000029161	596.28
018970	12/27/24	P	Delcie Hynes <i>Line Description:</i> Inter Assc of Emergenty Mgrs	0000030712	15.00
018971	12/27/24	P	Ellen Medalle <i>Line Description:</i> CalPERS Employer Ed Forum	0000029921	323.80
018972	12/27/24	P	Enterprise Rent A Car <i>Line Description:</i> Undercover Car Rental	0000002131	1,181.56
018973	12/27/24	P	Erik Rosado <i>Line Description:</i> Vehicle Forensics	0000018722	600.30

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
018974	12/27/24	P	Isaiah Ashby	0000027738	169.24
		Line Description: Peer Support Conf			
018975	12/27/24	P	James Grovom	0000029196	1,092.00
		Line Description: Tuition Reimb 9/4-10/28/24			
018976	12/27/24	P	James Kashiwada	0000030977	19.95
		Line Description: 2024 NewGove Conf			
018977	12/27/24	P	Jan Wang	0000027357	176.88
		Line Description: MMASC Conf Exp			
018978	12/27/24	P	Jones Mayer	0000014653	156,492.80
		Line Description: #126611-IT			
		#126563-FDC			
		#126575-Mood			
		#126558-Coats			
		#126577-Moyer			
		#126578-Munoz			
		#126581-Niles			
		#126586-Peper			
		#126553-Becker			
		#126575-Milton			
		#126584-Oshiro			
		#126592-Querry			
		#126594-Rivera			
		#126609-Atalla			
		#126564-Finance			
		#126567-Holland			
		#126568-Housing			
		#126570-Hurtado			
		#126583-Olive 3			
		#126547-227 Mesa			

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City of Costa Mesa Accounts Payable
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Run Date Dec 26, 2024

Run Time 1:08:38 PM

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description:	#126572-Jahanbin
	#126579-Murtaugh
	#126587-Percival
	#126596-Schaefer
	#126597-Telecomm
	#126551-Alexander
	#126554-Cervantes
	#126565-Fire Dept
	#126566-Herzandez
	#126593-Risk Mgnt
	#126595-Salehpour
	#126546-2162 Maple
	#126550-Abdulmagid
	#126556-City Clerk
	#126574-Litigation
	#126582-Ohio House
	#126591-Public Svsc
	#126598-Veramancini
	#126859-Police Dept
	#126544-1858 Newport
	#126545-1963 Wallace
	#126548-374 Woodland
	#126549-599 W Wilson
	#126557-City Manager
	#126560-City Council
	#126555-City Attorney
	#126588-Planning Comm
	#126552-Animal Control
	#126561-DBO Investment
	#126569-Human Resource
	#126610-City Clerk PRR
	#126562-Development Svc
	#125770-2104 Wallace Ave
	#126559-Code Enforcement
	#126573-Jamboree Housing
	#126585-Parks & Comm Svc
	#126541-1095 Sea Bluff Dr
	#126542-113 Clearbrook Ln
	#126543-1269 & 1273 Baker

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: #126571-Insight Psychology		
018979	12/27/24	P	Justin Horner	0000017579	420.00
			Line Description: NAEMSE Level 1 Instructor		
018980	12/27/24	P	Nick Cerciello	0000018478	260.00
			Line Description: Air Ops-S270		
018981	12/27/24	P	Paul Nguyen	0000029233	46.94
			Line Description: Oral Board Food		
018982	12/27/24	P	Robert Matsuura	0000026533	127.50
			Line Description: 2024 NeoGov Conf		
018983	12/27/24	P	Spencer Hibbard	0000029191	764.00
			Line Description: Tuition Reimb 9/4-10/29/24		
018984	12/27/24	P	Zachary Finkelstein	0000029123	300.00
			Line Description: Advance ICS-ICS 400		
TOTAL					\$176,102.12

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
019004	01/10/25	P	Eloisa Peralta	0000026154	500.00
			Line Description: Clothing Allowance 2023-24		
019005	01/10/25	P	Francisco Diaz	0000030368	215.00
			Line Description: Civilian Leadership Institute		
019006	01/10/25	P	James Blincoe	0000013708	250.00
			Line Description: Paramedic License Recert		
019007	01/10/25	P	Jenette Martinez	0000026464	516.11
			Line Description: Volunteer Holiday Lunch Exp		
019008	01/10/25	P	SHI International Corp	0000016007	429.27
			Line Description: Adobe Express for M Halligan & Adobe Express for Enterprise f		
TOTAL					\$1,910.38

1,910.38
1,243,426.61

1,245,336.99

SUMMARY CHECK REGISTER

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251659	01/10/25	P	Bracken's Kitchen Inc	0000029468	19,469.44
		<i>Line Description:</i>	Shelter Meal Svc12/16-12/29/24 Shelter Meal Svc12/30-12/31/24		
0251660	01/10/25	P	BrightLife Designs LLC	0000029463	43,420.00
		<i>Line Description:</i>	Holiday Lighting Svc		
0251661	01/10/25	P	CALIBA INC	0000030848	77,710.00
		<i>Line Description:</i>	Retention #23-04/#210013 FS#4 Training Fac#210013/23-04		
0251662	01/10/25	P	Cabco Yellow Inc	0000028576	65,887.55
		<i>Line Description:</i>	Medical Tranportation-Nov 24 Medical Transporation-Oct 2024 Sr Mobility Svc-Oct 2024 Sr Mobility Svc-Nov 2024		
0251663	01/10/25	P	Charter Communications	0000011202	46,640.53
		<i>Line Description:</i>	237930101-City Hall Video Svs 237939101-Fire Sta #1 Network 237939301-Fire Sta #2 Network 237939401-Fire Sta #3 Network 237940301-Library Public WiFi 237940501-Fire Sta #4 Network 237926401-City Hall Public WiF 237926801-City Hall Network/Vi 237927201-Senior Center Networ 237927301-West Side Substation 237927401-Corp Yard Network Sv 237927801-City Hall Internet S 237938601-CH Basement Internet 237938701-Bridge Shelter Publi 237938901-Bridge Shelter Video		

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City of Costa Mesa Accounts Payable

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Run Date Jan 09,2025

Bank: CITY

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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>
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<i>Line Description:</i>	237939001-Parks @ Corp Yard Pu				
	237939501-SCP Substation Netwo				
	237939601-Bridge Shelter Netwo				
	237939701-PD Warehouse Network				
	237939801-City Hall Network Sv				
	237939901-Code Enforcement Net				
	237940401-Fire Sta #4 Internet				
	243645501-BCC Internet Svs-Rec				
	243645501-Code Enforcement Int				
	244133301-BCC Internet Svs-Pro				
	244133301-BCC Internet Svs-Rec				
	237926501-PD Video Svs				
	237929301-PD Video Svs				
	237925901-PD Public WiFi				
	237927601-BCC Network Svs				
	237939201-DRC Network Svs				
	237938801-NHCC Network Svs				
	237940101-NHCC Public WiFi				
	240159901-DRC Internet Svs				
	244133301-BCC Internet Svs				
	237940001-CH Hub Network Svs				
	234927001-Fire Sta #6 Network				
	237926201-City Hall Video Svs				
	237926701-City Hall Video Svs				
	237927101-Parks Admin Network				
	237930101-City Hall Video Svs				
	237939101-Fire Sta #1 Network				
	237939301-Fire Sta #2 Network				
	237939401-Fire Sta #3 Network				
	237940301-Library Public WiFi				
	237940501-Fire Sta #4 Network				
	237906001-Transfer-old 0039812				
	237926401-City Hall Public WiF				
	237926601-Senior Center Intern				
	237926801-City Hall Network/Vi				
	237927201-Senior Center Networ				
	237927301-West Side Substation				
	237927401-Corp Yard Network Sv				

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City of Costa Mesa Accounts Payable

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SUMMARY CHECK REGISTER

Run Date Jan 09,2025

Bank: CITY

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Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: 237927801-City Hall Internet S
 237938601-CH Basement Internet
 237938701-Bridge Shelter Publi
 237938901-Bridge Shelter Video
 237939001-Parks @ Corp Yard Pu
 237939501-SCP Substation Netwo
 237939601-Bridge Shelter Netwo
 237939701-PD Warehouse Network
 237939801-City Hall Network Sv
 237939901-Code Enforcement Net
 237940401-Fire Sta #4 Internet
 243645501-Code Enforcement Int
 Shortpay-237940001 CH Hub Netw
 237926501-PD Video Svs
 237929301-PD Video Svs
 237925901-PD Public WiFi
 237927601-BCC Network Svs
 237939201-DRC Network Svs
 237938801-NHCC Network Svs
 237940101-NHCC Public WiFi
 240159901-DRC Internet Svs
 244133301-BCC Internet Svs
 237940001-CH Hub Network Svs
 237926201-City Hall Video Svs
 237926601-Senior Center Inter
 237926701-City Hall Video Svs
 237927001-Fire Sta #6 Network
 237927101-Parks Admin Network

0251664	01/10/25	P	Crosstown Electrical & Data Inc	0000017487	118,340.46
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Line Description: Traffic Signal Mod Proj #24-02
 Retention Proj #2402/#300183

0251665	01/10/25	P	Endoto Corp	0000029465	34,029.50
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Line Description: Flexible K-71 Bollard for Bike

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>
0251666	01/10/25	P	LN Curtis & Sons	0000002983	26,193.81
<i>Line Description:</i> Nomex-Uniforms					
Nomex-Uniforms					
Nomex-Uniforms					
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Nomex-Uniforms					
WILDLAND PPE					
Fightfighting Equipment (FFE)					
WILDLAND PPE					
Nomex-Uniforms					
0251668	01/10/25	P	Mercy House	0000003138	350,391.00
<i>Line Description:</i> SUBRECIPIENT AGREEMENT					

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251669	01/10/25	P	Orange County Treasurer Tax Collector	0000003489	17,530.30
			Line Description: Prkng Citation-Nov 2024		
0251670	01/10/25	P	Pinnacle Petroleum, Inc	0000029315	44,761.56
			Line Description: Unleaded Fuel PD Tank#7 CY Unleaded Fuel Tank 3&4		
0251671	01/10/25	P	SCA of CA, LLC	0000029971	254,059.74
			Line Description: Hand Sweep Pressure Wash Bi-Weekly Pressure Washing Bus Quarterly Pressure Washing Bus Bi-Weekly Pressure Washing BS Street Sweeping Residential St Street Sweeping Srvs Residenti		
0251672	01/10/25	P	AT & T	0000001107	1,140.18
			Line Description: Red Phone Fire Sta#6 Red Phone Fire Sta#4 Red Phone Fire Sta#1 Red Phone Fire Sta#2 Red Phone Fire Sta#3 Red Phone Fire Sta#5 PRI Crt Inbnd Trnk incl 10/20- Fire Emergency Line Jack Hamett Sports Complex WSS Alarm DRC Fire Alarm Lions Park Baseball Field NCC Fire Alarm		
0251673	01/10/25	P	AT & T	0000001107	116.99
			Line Description: Internet-Skate Park Camera		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251674	01/10/25	P	AT & T Teleconference Services	0000001107	453.14
			Line Description: Teleconference Svs Nov 24		
0251675	01/10/25	P	AT&T Mobility LLC	0000030878	925.52
			Line Description: CMFR MCT BB 10/27-11/26/24		
0251676	01/10/25	P	Ai Ley Tan	0000029642	750.00
			Line Description: Yoga Session-Dec 2024		
0251677	01/10/25	P	Anomaly Squared	0000030491	2,667.08
			Line Description: 24/7 Call Center-Dec 2024		
0251678	01/10/25	P	Barry Aninag Investigation	0000027087	2,349.00
			Line Description: Workplace Investigations		
0251679	01/10/25	P	Canon Financial Services Inc	0000023241	827.77
			Line Description: Copier Lease 12/20/24-1/19/25		
0251680	01/10/25	P	Cintas Corporation #640	0000023262	416.56
			Line Description: Kitchen Cleaning Supply-Dec 24		
0251681	01/10/25	P	City of Huntington Beach	0000002599	300.00
			Line Description: Booking Fee-Nov 24		
0251682	01/10/25	P	Costa Mesa Auto Glass	0000010001	690.60
			Line Description: Glass Replacement -Unit #762		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251683	01/10/25	P	County of Orange	0000003486	4,454.32
			Line Description: AFIS Fees Dec 2024 Teletype Svc Dec 24		
0251684	01/10/25	P	Data Ticket Inc	0000010929	6,549.46
			Line Description: Prkng Citation Process-Nov 24		
0251685	01/10/25	P	Eagle Print Dynamics	0000026736	94.37
			Line Description: Staff Uniform		
0251686	01/10/25	P	Endemic Environmental Services Inc	0000021277	13,224.75
			Line Description: FVP Maint 12/1-12/15/24		
0251687	01/10/25	P	FireStats LLC	0000026188	1,250.00
			Line Description: Firestats Data Analysis Tool		
0251688	01/10/25	P	FleetPride Heavy Duty Parts & Service	0000030911	701.29
			Line Description: Stock-Fuel Filters		
0251689	01/10/25	P	Galls LLC	0000002297	1,784.37
			Line Description: Uniform-Altomonte Uniform-Villana Uniform-Ramirez Uniform-Cedillo Uniform-Barrett Uniform-Wardle Uniform-Van		
0251690	01/10/25	P	GameTime	0000009097	594.49
			Line Description: Playground equipment & Parts		

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Run Date Jan 09,2025

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Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251691	01/10/25	P	Grainger	0000002393	3,036.22
		Line Description:	Shop Tool		
			Low Beam Headlight		
			Shop Tool		
			Warehouse Stock		
0251692	01/10/25	P	Hanks Electrical Supplies	0000002445	17.07
		Line Description:	Electrical Supplies		
0251693	01/10/25	P	Hirsch Pipe & Supply Company Inc	0000026475	185.71
		Line Description:	Plumbing Supplies		
			Plumbing Supplies		
0251694	01/10/25	P	Irv Seaver Motorcycles	0000010272	1,158.03
		Line Description:	Shop Supply		
0251695	01/10/25	P	JFK Transportation Co., Inc.	0000030141	2,315.39
		Line Description:	Sofi Stadium Transportation		
0251696	01/10/25	P	Knorr Systems Inc	0000005036	544.03
		Line Description:	DRC Pool Carbon Dioxide Refill		
0251697	01/10/25	P	Liebert Cassidy Whitmore	0000002960	4,730.00
		Line Description:	ERC Membership Consulting 2025		
0251698	01/10/25	P	LineGear Fire & Rescue Equipment	0000026007	6,101.59
		Line Description:	FIRE EQUIPMENT		
			FIRE EQUIPMENT		

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Run Date Jan 09,2025

Bank: CITY

Run Time 12:48:32 PM

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: FIRE EQUIPMENT		
0251699	01/10/25	P	Loomis	0000019082	619.45
			Line Description: ARMORED CAR SERVICES Dec24		
0251700	01/10/25	P	Lyons Security Service Inc	0000027168	2,700.00
			Line Description: Security Srvs Wilson Nov 24		
			Security Srvs Rea Nov 24		
			Security Srvs Whittier Nov 24		
0251701	01/10/25	P	Michael Baker International Inc	0000024229	10,155.00
			Line Description: Transport, Sewer Review PM Mng		
0251702	01/10/25	P	Mike Raahauges Shooting Enterprises	0000006853	575.00
			Line Description: Range Fees Dec 2024		
0251703	01/10/25	P	National Testing Network Inc	0000024976	2,250.00
			Line Description: ANNUAL MEMBERSHIP		
			Applicant Testing		
			Applicant Testing		
0251704	01/10/25	P	Orange Coast Plumbing Inc	0000009431	680.00
			Line Description: Fire Station 2-Sewer Stoppage		
0251705	01/10/25	P	Quadrant Systems Inc	0000003717	2,290.00
			Line Description: Annual Software Update		
0251706	01/10/25	P	RELX Inc DBA LexisNexis	0000010987	3,030.00
			Line Description: SUBSCRIPTION SERVICE		

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Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251707	01/10/25	P	RPW Services Inc	0000012440	1,630.00
		<i>Line Description:</i>	Inspect Refill, Bait Stations Citywide Weed Control-Dec24		
0251708	01/10/25	P	Red Wing Business Advantage Account	0000003772	216.30
		<i>Line Description:</i>	Safety Shoes-Emilio Soto		
0251709	01/10/25	P	Resource Building Materials	0000024350	419.26
		<i>Line Description:</i>	Sand Graffiti Removal		
0251710	01/10/25	P	Rincon Truck Center Inc	0000013236	2,395.75
		<i>Line Description:</i>	Stock-Pressure Switch Stock-Quick Drain Stock-Fuel Pump Stock-Dash Cont Valve		
0251711	01/10/25	P	Sims Orange Welding Supply Inc	0000004030	91.89
		<i>Line Description:</i>	Shop Supplies		
0251712	01/10/25	P	SiteOne Landscape Supply LLC	0000024133	2,766.82
		<i>Line Description:</i>	Replace Stolen Backflow Gislr		
0251713	01/10/25	P	South West Floor Co Inc	0000008705	3,400.00
		<i>Line Description:</i>	Maintenance of Gym Flooring &		
0251714	01/10/25	P	Southern California Edison Company	0000004088	11,797.07
		<i>Line Description:</i>	Joann St Bike Trail Dec 24 567 W 18th 12/4-1/3/25		

Report ID: CCM2001

City of Costa Mesa Accounts Payable

Page No. 11

SUMMARY CHECK REGISTER

Run Date Jan 09,2025

Bank: CITY

Run Time 12:48:32 PM

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 745 W 19th 12/4-1/3/25 702 1/2 Victoria 11/27-12/29/2 702 Victoria 11/27-12/29/24 1860 Anaheim 11/27-12/29/24 1624 Gisler 12/2-1/1/25 1035 Park Crest 12/3-1/2/25 3129 Harbor 12/2-1/1/25 885 Junipero 12/3-1/2/25 Sunflower/Plaza Dec 24 Loan 8670 Sunflower/Plaza Dec Tennis Ctr 12/3-1/2/25 2750 Fairview 12/3-1/2/25 970 Arlington 12/3-1/2/25 980 Arlington 12/3-1/2/25 Volcom Sk8 Park 12/3-1/2/25 Baker/Royal Palm Dec 24 19th/Npt Dec 24 Npt/Baker Dec 24 SD Fwy On/Off Dec 24		
0251715	01/10/25	P	Southern California Gas Company	0000004092	892.16
			<i>Line Description:</i> BCC 11/25-12/26/24 FS#1 11/25-12/26/24 FS#6 11/27-12/30/24		
0251716	01/10/25	P	Southern California Shredding Inc	0000025605	185.00
			<i>Line Description:</i> On-Site Shredding Services On-Site Shredding Services Dec		
0251717	01/10/25	P	Sparkletts	0000015725	141.88
			<i>Line Description:</i> Water Delivery Svcs - Fire		
0251718	01/10/25	P	Spectrum Gas Products	0000012653	1,104.82
			<i>Line Description:</i> Medical Lg Cyl Rent		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Medical Cyl Rent Medical Cyl Rent Medical Lg Cyl Rent Medical Lg Cyl Rent Gas Products Hydrotest SCBA Oxygen Medical Hazmat Fee Oxygen Medical Hazmat Fee Oxygen Medical Hazmat Fee Oxygen Medical Hazmat Fee		
0251719	01/10/25	P	State of California Dept of Industrial	0000001540	350.00
			<i>Line Description:</i> Elevator Inspection Fee		
0251720	01/10/25	P	T-Mobile USA	0000021384	1,400.00
			<i>Line Description:</i> Phone Record Retrieval Investi		
0251721	01/10/25	P	Teleflex LLC	0000027253	10,031.53
			<i>Line Description:</i> SALES TAX (7.75%) EZ IO 45MM NEEDLE SET EZ IO 25MM NEEDLE SET SALES TAX 97.75%) EZ IO 25MM NEEDLE SET		
0251722	01/10/25	P	The Code Group Inc	0000025073	560.00
			<i>Line Description:</i> Consulting Staffing Srvs Donna		
0251723	01/10/25	P	Turnout Maintenance Company LLC	0000020182	5,009.32
			<i>Line Description:</i> Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel Cleaned Fire Apparel		

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City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 13

Run Date Jan 09,2025

Run Time 12:48:32 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>
			<i>Line Description:</i> Cleaned Fire Apparel Cleaned Fire Apparel		
0251724	01/10/25	P	US Postmaster	0000004377	10,000.00
			<i>Line Description:</i> Permit PI 4000 Jan 2025		
0251725	01/10/25	P	United Site Services of California Inc	0000015552	149.01
			<i>Line Description:</i> Portable Toilet Srvs Hamilton Portable Toilet Del Mar Garden		
0251726	01/10/25	P	Verizon Wireless	0000008717	6,524.96
			<i>Line Description:</i> WIRELESS PHONE 11/18-12/17/24 FIRE IPADS 11/18-12/17/24 WIRELESS PHONE 11/18-12/17/24 WIRELESS PHONE 11/18-12/17/24		
0251727	01/10/25	P	Vulcan Materials Company	0000007403	432.65
			<i>Line Description:</i> Aspahlr Pothole Ramps Sidewalk Asphalt Potholes Sidwalk Ramps Asphalt Potholes Sidwalk Ramps		
0251728	01/10/25	P	Ware Disposal Inc	0000000255	2,084.06
			<i>Line Description:</i> James St Refuse		
0251729	01/10/25	P	Williams Data Management	0000018803	522.17
			<i>Line Description:</i> DATA STORAGE Dec 24		
0251730	01/10/25	P	Zoll Medical Corporation	0000021290	3,210.69
			<i>Line Description:</i> AUTOPULSE AND DEFIBRILLATORS AUTOPULSE AND DEFIBRILLATORS		

End of Report

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 14

Run Date Jan 09,2025

Run Time 12:48:32 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>
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TOTAL					\$1,243,426.61
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End of Report

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

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Run Date Jan 09,2025

Run Time 12:48:51 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>
0251667	01/10/25	O	LN Curtis & Sons <i>Line Description: Overflow</i>	0000002983	0.00
TOTAL					0.00

End of Report

Report ID: CCM2001V

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTING

Page No. 1
Run Date Jan 16, 2025
Run Time 1:37:26 PM

Bank: CITY
Cycle: AWKLY

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0251444	1/14/2025	V	League of California Cities	0000002928	12/20/24	(18,041.10)
<i>Line Description:</i> Payment issued to incorrect vendor.						
TOTAL						(\$18,041.10)

(18,041.10)

0.00

487,064.84

843.96

585,672.83

0.00

1,055,540.53

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Jan 16,2025

Run Time 1:37:08 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>
0251738	01/17/25	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
<u>TOTAL</u>					<u>0.00</u>

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251731	01/17/25	P	All City Management Services Inc	0000009480	18,065.46
			Line Description: Schl Crsng Guard 12/8-12/21/24		
0251732	01/17/25	P	Association of California Cities	0000003059	18,041.10
			Line Description: 2025 City Membership		
0251733	01/17/25	P	Davis Farr LLP	0000023871	25,000.00
			Line Description: FY 23-24 Aud Svc		
			FY 23-24 Audit Svc		
0251734	01/17/25	P	Lyons Security Service Inc	0000027168	21,090.00
			Line Description: October Security SC		
			24 Hour Lyons Security Nov1-18		
			Security Srvs SC 11/1-18		
0251735	01/17/25	P	Performance Truck Repair Inc	0000030587	16,682.85
			Line Description: 526-Transmisson Repair		
0251736	01/17/25	P	Place Works Inc	0000023119	27,127.25
			Line Description: FDC Project		
0251737	01/17/25	P	Southern California Edison Company	0000004088	75,546.42
			Line Description: 707 W 18th 12/6-1/6/25		
			711 W 18th 12/6-1/6/25		
			734 James 12/6-1/6/25		
			740 James 12/6-1/6/25		
			744 James 12/6-1/6/25		
			745 W 18th 12/6-1/6/25		
			2293 Canyon 12/6-1/6/25		
			744 James 12/6-1/6/25		
			717&721 James 12/6-1/6/25		
			2590 Placentia B 12/6-1/6/25		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 350 Bristol Ped 12/9-1/8/25 BCC 12/6-1/6/25 Vet Hall 12/6-1/6/25 Fac & Equip 11/1-12/31/24 Prez Park 12/11-1/10/25 1940 Placentia 12/6-1/6/25 410 Merrimac 12/10-1/9/25 3190 Airport Lp 12/9-1/8/25 152 Baker Ped 12/9-1/8/25 1990 Placentia 12/5-1/5/25 1587 Sunflower 12/7-1/7/25 3175 Airway 12/9-1/8/25 Arlington Ped X 12/9-1/8/25 Shalimar Park 12/7-1/7/25 360 Ogle 12/10-1/9/25 Signals 11/1-1/3/25 Parks Maint 11/1-12/31/24		
0251739	01/17/25	P	Starfish Signs & Graphics LLC	0000030554	19,553.99
			<i>Line Description:</i> Manufacture \$ Install 116 Bicy Manufacture & Install 116 Bicy		
0251740	01/17/25	P	Ware Disposal Inc	0000000255	20,437.68
			<i>Line Description:</i> CMBS Refuse Jan 2025 Bulky Item Jan 2025 Jan 2025 City Facilities		
0251741	01/17/25	P	West Coast Arborists Inc	0000004498	90,549.00
			<i>Line Description:</i> Tree Maint 12/1-15/24 Tree maint 12/15-31/24		
0251742	01/17/25	P	A & A Wiping Cloth Inc	0000018633	2,844.60
			<i>Line Description:</i> Warehouse Stock		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251743	01/17/25	P	AGA Engineers Inc	0000028838	2,720.00
		Line Description:	Fairveiw@Wilon Traffic Signal		
0251744	01/17/25	P	ARC	0000022726	3,279.11
		Line Description:	2024 BIN Scanning 2024 BIN Scanning 2024 BIN Scanning CCA Restoration Poster 2024 BIN Scanning		
0251745	01/17/25	P	ASSA ABLOY Entrance Systems US Inc	0000021745	10,722.00
		Line Description:	City Automated Dr Maint/Repair		
0251746	01/17/25	P	AT & T	0000001107	3,583.49
		Line Description:	Wakeham Park Estancia Park Outgoing Trunk Line DID Trunk Line Smallwood Park PD Emergency Line 800 Mhz Radio Link TeWinkle Park Cool Line for PD DRC Alarm IT Computer Room		
0251747	01/17/25	P	Amerinat	0000026372	2,003.54
		Line Description:	Professional Svc-Oct 2024 Professional Svc-Nov 2024		
0251748	01/17/25	P	Amtech Elevator Services	0000013616	8,225.00
		Line Description:	CityHall Elevator Svc-12/10/24 CityHall Elevator Svc-11/06/24		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: CityHall Elevator Svc-10/28/24 CityHall Elevator Svc-11/01/24 CityHall Elevator Svc-11/12/24 CityHall Elevator Svc-Jan 2025		
0251749	01/17/25	P	BC Traffic Specialist	0000022225	326.25
			Line Description: WATCH Book		
0251750	01/17/25	P	BCS Consultants	0000029856	3,798.45
			Line Description: Camara Installation DRC Camera Svc		
0251751	01/17/25	P	Bunn-o-matic Corporation	0000031102	1,494.89
			Line Description: Coffee Machine Repair		
0251752	01/17/25	P	Bureau Veritas North America Inc	0000016616	717.32
			Line Description: Plan Check Svc		
0251753	01/17/25	P	CA Dept of Tax & Fee Administration	0000025959	172.52
			Line Description: Penalties for 2023 FS #6 Underground Tank-2024 FS#2Underground Tank FY23-24		
0251754	01/17/25	P	CBE	0000015149	979.99
			Line Description: Copier Maint 12/5/24-1/5/25 Copier Maint 12/5/24-1/4/25 Copier Maint 12/5/24-1/5/25 Copier Maint 12/5/24-1/4/25 Copier Maint 12/5/24-1/4/25 Copier Maint 12/5/24-1/4/25 Copier Maint 12/5/24-1/5/25 Copier Maint 12/5/24-1/5/25 Copier Maint 12/5/24-1/5/25		

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City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Jan 16,2025

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Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Copier Maint 12/5/24-1/5/25 Copier Maint 12/5/24-1/5/25 Copier Maint 12/5/24-1/5/25		
0251755	01/17/25	P	Canon Financial Services Inc	0000023241	8,705.35
			<i>Line Description:</i> Copier Lease-Jan 2025 Copier Lease-Jan 2025 Copier Lease-Jan 2025 Copier Lease 12/20/24-1/19/25 Copier Usage/Prop Tax-Dec 2024		
0251756	01/17/25	P	Connell Chevrolet	0000001763	252.00
			<i>Line Description:</i> Check Engine Light-Unit #510		
0251757	01/17/25	P	Costa Mesa Auto Glass	0000010001	357.75
			<i>Line Description:</i> Glass Tinting -Unit #795		
0251758	01/17/25	P	Daniela Tanzini	0000031104	64.00
			<i>Line Description:</i> Refund Inv-00024257		
0251759	01/17/25	P	Ecolab Pest Elimination	0000024420	1,432.92
			<i>Line Description:</i> Pest Control Services-Dec 2024		
0251760	01/17/25	P	Emergency Medical Services Authority	0000002120	74.00
			<i>Line Description:</i> EMT License Renewal-Sep 2024		
0251761	01/17/25	P	Families Forward Inc	0000024105	2,605.91
			<i>Line Description:</i> Homeless Prevention Prog		
0251762	01/17/25	P	Ferguson Enterprises Inc #1350	0000007785	9,752.18
			<i>Line Description:</i> Plumbing Supplies		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Plumbing Supplies Credit Plumbing Supplies Plumbing Supplies Plumbing Supplies Plumbing Supplies Plumbing Supplies Plumbing Supplies Plumbing Supplies Plumbing Supplies		
0251763	01/17/25	P	Ford Fleet Care	0000026262	1,814.89
			<i>Line Description:</i> Parts-Dec 2024		
0251764	01/17/25	P	Fuel Pros Inc	0000026476	750.00
			<i>Line Description:</i> FS #6 DO Inspection-Dec 24 Corp Yard DO Inspection-Dec 24 FS #2 DO Inspection-Dec 24		
0251765	01/17/25	P	Galls LLC	0000002297	108.77
			<i>Line Description:</i> Uniform		
0251766	01/17/25	P	Grainger	0000002393	543.96
			<i>Line Description:</i> Visor Trnsmmitter Visor Transmitter		
0251767	01/17/25	P	Hinderliter De Llamas & Associates	0000002537	4,000.00
			<i>Line Description:</i> Cannabis Mgnt Prog-Oct 2024		
0251768	01/17/25	P	Image Concepts	0000026883	262.64
			<i>Line Description:</i> Uniforms		
0251769	01/17/25	P	Irv Seaver Motorcycles	0000010272	452.43
			<i>Line Description:</i> Tire Repair-Unit #626		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0251770	01/17/25	P	Irvine Ranch Water District	0000005112	1,155.69
		Line Description:	106 Del Mar 12/6-1/8/25 2603 Elden 12/6-1/8/25 261 Monte Vista 12/6-1/8/25 258 Brentwood 12/6-1/8/25 170 Del Mar 12/6-1/8/25 308 University 12/6-1/7/25 220 23rd 12/6-1/8/25		
0251771	01/17/25	P	Joao Arduin	0000031070	13,572.00
		Line Description:	Refund Permit PADU-24-0054		
0251772	01/17/25	P	Joe Mar Polygraph & Investigation	0000027462	1,250.00
		Line Description:	Background Polygraph Exam Background Polygraph Exam Background Polygraph Exam		
0251773	01/17/25	P	John Stephens	0000002112	138.00
		Line Description:	USCM 93rd Winter Conf		
0251774	01/17/25	P	K Pro Stone Care	0000030249	1,795.00
		Line Description:	BCC Restroom Repair12/23/24-24		
0251775	01/17/25	P	Linscott Law & Greenspan Engineers Inc	0000010877	7,387.00
		Line Description:	On-Call Srvs 2024-2025		
0251776	01/17/25	P	Los Angeles Times	0000003000	1,198.31
		Line Description:	LA Times Advertisement		
0251777	01/17/25	P	Mesa Smog	0000020735	200.00

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: 160-Smog 107-Smog 084-Smog 125-Smog		
0251778	01/17/25	P	Miss Darcy Enterprises Inc.	0000030991	1,451.25
			Line Description: PROFESSIONAL HEADSHOTS		
0251779	01/17/25	P	Napa Auto & Truck Parts	0000012968	8,640.33
			Line Description: Parts-December		
0251780	01/17/25	P	Nyhart	0000021283	7,600.00
			Line Description: GASB 73 GASB 73 GASB 75		
0251781	01/17/25	P	O Neil Storage	0000018395	165.71
			Line Description: Document Storage		
0251782	01/17/25	P	Office Depot	0000003394	10,927.42
			Line Description: Office Supplies Finance Office Supplies Telecom Office Supplies Building Office Supplies Planning Office Supplies Engineering Office Supplies City Council Office Supplies Police Office Supplies Parks Office Supplies Fire Office Supplies PS Office Supplies City Manager Office Supplies Telecom Operat Office Supplies Telecom Emerge Office Supplies Police Traffic		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Office Supplies Police Records Office Supplies Police Investi Office Supplies Animal Control		
0251783	01/17/25	P	Orange Co Chiefs of Police & Sheriffs	0000012749	200.00
			Line Description: 2025 Tri-County Workshop-RL		
0251784	01/17/25	P	Orange County Mosquito & Vector Control	0000021750	362.91
			Line Description: Vector Control July 24 Vector Control District Oct 24 Vector Control Aug 24 Vector Contril District Apr 24 Vector Control District Nov 24		
0251785	01/17/25	P	Pacific Medical Waste	0000029793	193.22
			Line Description: Biohazard Disposal Dec 24		
0251786	01/17/25	P	Pacific Plumbing of Southern California	0000030657	800.95
			Line Description: Plumbing Srvs		
0251787	01/17/25	P	Pivot Solutions LLC	0000030415	791.71
			Line Description: 728-Glass Repair		
0251788	01/17/25	P	SVT Fleet Solutions	0000030535	3,372.18
			Line Description: 515-Opacity Test 523-Opacity Test 514-Opacity Test 552-Opacity Test 554-Opacity Test 520-Opacity Test 403-Opacity Test 528-Opacity Test 556-Opacity Test		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 522-Opacity Test 551-Opacity Test 171-Opacity Test 555-Opacity Test		
0251789	01/17/25	P	Soothe Inc	0000029732	1,814.40
			<i>Line Description:</i> Massage Services		
0251790	01/17/25	P	Sparkletts	0000015725	752.40
			<i>Line Description:</i> Water Delivery Svcs - Finance Water Delivery Svcs - Parks Water Delivers Svcs - Dev. Svc Water Delivery Svcs - City Man Water Delivery Svcs - Public W Water Delivery Svcs - IT		
0251791	01/17/25	P	Stacey Mai	0000031103	1,597.07
			<i>Line Description:</i> Stlmnt Vehicle Damage-9/20/24		
0251792	01/17/25	P	Staples Advantage	0000024532	4,807.26
			<i>Line Description:</i> Office Supplies Maint Office Supplies IT Office Supplies HR Office Supplies Parks Office Supplies Building Safet Office Supplies City Manager Office Supplies City Clerk Office Supplies Dec Svcs Office Supplies Police Office Supplies Finance		
0251793	01/17/25	P	Talimar Systems Inc	0000025939	2,206.62
			<i>Line Description:</i> Furniture installed @ Dev.Svcs		

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City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Bank: CITY
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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>
0251794	01/17/25	P	Time Warner Cable	0000011202	31.74
			<i>Line Description:</i> Cable Services-City Hall		
0251795	01/17/25	P	US Bank	0000002228	7,436.60
			<i>Line Description:</i> Payroll 24-26		
0251796	01/17/25	P	Verified First LLC	0000027240	80.00
			<i>Line Description:</i> Background-Credit Card Check		
0251797	01/17/25	P	Verizon Wireless	0000008717	2,571.96
			<i>Line Description:</i> WIRELESS PHONE 11/18-12/17		
0251798	01/17/25	P	Vulcan Materials Company	0000007403	427.40
			<i>Line Description:</i> Asphalt Potholes Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
			Asphalt Potholes Sidewalk Ramp		
TOTAL					\$487,064.84

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Jan 16, 2025

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Bank: CITY

Cycle: APAY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0251799	01/17/25	P	CalPERS Long-Term Care Program	0000006287	93.96
			<i>Line Description:</i> Payroll 25-02		
0251800	01/17/25	P	Pamela Lilly	0000025324	750.00
			<i>Line Description:</i> Payroll 25-02		
				TOTAL	\$843.96

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
019009	01/17/25	P	Amanda Kim	0000030668	461.54
			Line Description: Payroll 25-02		
019010	01/17/25	P	Ariana Pacheco	0000029994	271.69
			Line Description: Understanding Exclusion&Suffic Complex Latent Print Exam Comparison Plantar Friction		
019011	01/17/25	P	Austin Brown	0000029557	40.00
			Line Description: Science Based Interviewing		
019012	01/17/25	P	CHC: Creating Healthier Communities	0000008015	10.00
			Line Description: Payroll 25-02		
019013	01/17/25	P	Candyce McMorris	0000026552	16.00
			Line Description: Narcotics Detection Recert		
019014	01/17/25	P	Caroline Tse	0000027094	627.29
			Line Description: CALPERS Hotel Conference		
019015	01/17/25	P	Complex Appellate Litigation Group LLP	0000030056	9,255.60
			Line Description: LEGAL Svc-Ohio House		
019016	01/17/25	P	Costa Mesa Employees Association	0000006284	4,446.71
			Line Description: Payroll 25-02		
019017	01/17/25	P	Costa Mesa Executive Club	0000006286	370.00
			Line Description: Payroll 25-02		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
019018	01/17/25	P	Costa Mesa Firefighters Association	0000001812	8,887.50
Line Description: Payroll 25-02					
019019	01/17/25	P	Costa Mesa Police Association	0000001819	6,480.00
Line Description: Payroll 25-02					
019020	01/17/25	P	Costa Mesa Police Management Assn	0000005082	315.00
Line Description: Payroll 25-02					
019021	01/17/25	P	Ellen Medalle	0000029921	567.29
Line Description: CALPERS Conference					
019022	01/17/25	P	Eric Fricke	0000021262	54.00
Line Description: Internal Affairs					
019023	01/17/25	P	Jack R. Sweeney	0000030173	4,160.00
Line Description: 3190 Airport Loop-Jan 2025					
019024	01/17/25	P	Jake Jacobi	0000023514	40.00
Line Description: ICI Mgt & Supervision					
019025	01/17/25	P	James Mun	0000029931	50.00
Line Description: Propane for Shelter Heater					
019026	01/17/25	P	Jeremy Hermes	0000025637	24.00
Line Description: Field Training Officer Update					
019027	01/17/25	P	Jonathan Tripp	0000023628	128.00
Line Description: Internal Affairs					

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Supervisory Course Field Training Program		
019028	01/17/25	P	Joseph Carboni	0000024422	1,314.00
			Line Description: Shot Show 1/21-1/24/25 Leadership Mentoring& Coaching		
019029	01/17/25	P	Julie Colgan	0000025564	26.96
			Line Description: Community Christmas Tree Deco		
019030	01/17/25	P	Kathleen Sapida	0000029556	39.00
			Line Description: Drug Endangered Children		
019031	01/17/25	P	Michael Luu	0000026362	80.00
			Line Description: ICI Core Course		
019032	01/17/25	P	Miranda Garcia	0000029433	498.62
			Line Description: LCW 2025 Conference		
019033	01/17/25	P	Natalie Sanchez	0000029997	37.31
			Line Description: Civilian Leadership Institute5		
019034	01/17/25	P	Nicholas Harbert	0000030655	24.00
			Line Description: field Training Officer Update		
019035	01/17/25	P	Nicole Brown	0000012358	24.00
			Line Description: Field Training Officer Update		
019036	01/17/25	P	Silvia Kennerson	0000009041	76.80

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Community Christmas Tree Deco		
019037	01/17/25	P	Stacy Teran	0000029964	1,114.12
			Line Description: City New Law & ElectionSeminar		
019038	01/17/25	P	Travel Costa Mesa	0000024750	277,865.11
			Line Description: BIA Dec 2024		
019039	01/17/25	P	Tuivasa Maloata	0000029862	40.00
			Line Description: Field Training Officer		
019040	01/17/25	P	US Bank	0000002228	266,959.12
			Line Description: Health & Wellness		
			BBQ Grill Covers		
			Peace Officer Membership		
			Pink Patch Jersey-Promo Item		
			Peregrine Training		
			Package Shelving-Front Desk		
			CPO Assoc Yr Fee		
			Tools-PD Bunkroom		
			Cups/Lids & Coffee		
			Return Credit-Above Items		
			Meet & Greet		
			Job Advertisement		
			Refund Meet & Greet		
			Purchase Reimbursement		
			Event Supplies		
			Ikea Trunk or Treat		
			CMPD Greeting Cards		
			Certificate Holder Folder		
			Monthly Charge		
			Budget Award Application Fee		
			Awards Program Application Fee		
			Team-Bldg/Ldrshp Resource		
			Mesa Water		

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>		
			Hand Tools-Bicycle Repairs		
			Brackets-Water Tanks-PR Trucks		
			Grammarly Subscription PSU/Pat		
			Training Cones-Bike Patrol Sch		
			Range Supplies		
			Credit Card Svc Fee		
			Tuition-Shot Show Conf		
			Lodging-MMASC Conf-Wang		
			Tuition-Internal Affairs		
			Lodging-Firearm Technology		
			Lodging-Arson Investigation		
			Tuition-Crisis Negotiations		
			Tuition-Simunition Training		
			Tuition-Field Traning Prog SAC		
			Tuition-Mgt of Detective Units		
			Tuition-Plantar Friction Ridge		
			CSMFO Webinar		
			Working Lunch		
			Virtual Training		
			Department Meeting		
			Membership Renewal		
			Replacement Cartridges		
			Refund CalPERS Conference		
			Toner Replacement Printer		
			Finance Dept Team Building		
			TUL Notetaking Refill Pages		
			Replacement Ink Pad Treasury		
			Accomodations for CalPERS Foru		
			Car Rental Trip League of Citi		
			Santa Ana to Oakland League of		
			Credit Card Svc Fee		
			Tuition-Understand/Tracing IP		
			Lodging-Missing/Unidentified P		
			Tuition-Berla Vehicle System F		
			Tuition-Crisis Negotiations-3p		
			Tuition-Field Training Officer		
			Tuition-Mental Health Decision		
			SWAT Supplies		
			Laptop Case		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: 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>		
			Laptop Stands		
			Cannabis Cloud Base Storage		
			Plannning Commission Business		
			Cannabis Software Applicationq		
			Planning Commision Business Me		
			South Coast Metro Alliance Bus		
			2 Tickets OC Holiday Business		
			Financial Partners Forum Ticke		
			Gas/Rental Car-IAEM Conf		
			Bagels/Coffee OCEDO Mtg-CM		
			Solar Lights-ShakeOut Drill		
			Reg-OCEDO Awards Banquet/Lunch		
			Bluehost Domain Reg		
			OCR,CC,NYT,LAT-Monthly Fee		
			Business Mtg-OCTA & City Staff		
			Duplicate Keys		
			Reconnect Clients-Gift Cards		
			Ergonomics-SMA		
			Organizer-ACM Office		
			25 City Manager Conference		
			Lets Go Costa Mesa SL Item		
			League of CC OC Div-GAM/DCM		
			Ribbon Movember-CC Mtg 11/19		
			Frames/Office Supp-CityCouncil		
			Refreshment-778 Shalimar Tenan		
			Refreshment-OC Resilience Wksh		
			Refreshments-NHS Mtg 10/22,11/		
			Supp-Dia De Los Muertos		
			Survey Monkey Yr Subscription		
			Incorrect Charge-Check Enclose		
			Office Supplies		
			Coffee Supplies-CMO		
			Dry Cleaning-Tablecloths		
			City Council Meeting 11/19		
			ReMarkable Monthly Fee-3 qty		
			Decor/Supp-Dia De Los Muertos		
			Giveaways/Decor-Snoopy House24		
			Parking-Raiders Contract Event		
			Refreshment-Dia De Los Muertos		

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>		
			Refreshment-Tenant Protect Mtg		
			Uniform-Recruits		
			Food-Police Testing		
			Supplies-Recruitment		
			Food-Police Sworn Testing		
			Battery Powered PD Strobe Ligh		
			Misc Parts/Tools		
			Motorola/Radio Repair Parts		
			Replacement Lamp-Work Light		
			Supplies		
			Supplies-Notebook		
			Barktober Fest-Refreshment		
			Promo Items-Community Event		
			Dog Food/Boarding		
			Office Supplies		
			Conference Lodging		
			Conference Registration		
			Peace Officer Membership		
			Tuition-Berla Vehicle System F		
			Breakroom Supplies		
			Hotel-IACP Conference		
			Baggage Fee-Air Travel		
			Food-Patrol Staff-Thanksgiving		
			Lunch&Learn		
			Health&Wellness		
			Office Supplies		
			Oral Board Meal		
			Retirement Tile		
			Fire Recruitment		
			Webinar Seminar Series		
			Plan Check Subscription		
			Posting Stakes		
			Parking for Code Enforcement		
			1 Hammer 1 Heavy Duty Staple G		
			Online Subscription		
			Planning Commissoin Business M		
			Drinks/Food-Employee Recogniti		
			Equipment-Employee Recognition		
			Recog Award-Comm Partner \$4k		

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
<i>Line Description:</i>					
			Adobe,iCloud,CapCut Subscripti		
			Annual Dues-CPOA Legal		
			Traffic Office Supplies		
			DUI Trailer Wheel Covers		
			Traffic0OTS Qrtly Meeting		
			Animal Ctrl Barktober Fest		
			Traffic Heater-OTS DUI Chkpt		
			Traffic Supplies-Small Tools		
			Yearly AC Membership Renewal		
			Traffic Office Supp-Desk Phone		
			iPad Mini-Traffic Chkpt		
			Blood Reagent Supp-Homicide		
			Food-Teams Working Homicide		
			Shipping Charge-Blood Reagent		
			Office Supp-Fields		
			Bathroom Supp-Fields		
			Computer Supp-Fields		
			Uniform Equip-Adult Sports		
			Equipment		
			Office Supplies		
			Snoopy House Supplies		
			Fields-Training 2 Staff 10/10		
			Ice-NHCC		
			Side Table-NHCC		
			Hand Sanitizer-NHCC		
			Backdrop Stand/Games-SFE		
			Coffee Grounds-Coffee Svc		
			Water Filter-NHCC Ice Machine		
			Craft Supp Snowball Fight Even		
			Snow/Decor-Snowball Fight Even		
			Space Heater		
			Coffee Supplies		
			Remarkable Tablet Pen Replacem		
			Office Supp-Stapler		
			Office Supp-Tablet Cover		
			Credit-Office Supp-Tablet Cove		
			Card Printer Supplies		
			USB Cable		
			Screen Protector for Pixel 9		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 9

Bank: DDP1

Run Date Jan 16,2025

Cycle: ADDEP1

Run Time 2:21:15 PM

<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>		
			Laser Temperature Gun Iphone C		
			Monthly Fee On-Line Meeting PI		
			Binoculars		
			FVP Signage		
			Camera Protective Case/Tripod		
			Laptop Backpack		
			Laptop Bag/Backpack		
			Laptop Stand for Desk		
			Browser History Subscription		
			Desktop Mac Pro Edition Subs		
			Rec Equip-ROCKS		
			Arts/Crafts-ROCKS		
			Office Supplies-ROCKS		
			Holiday Lights Contest Yard Si		
			Emergency Frozen Meals-Sr Ctr		
			Utensils/Food-Veterans Social		
			Maint Equipment		
			Recreation Equipment		
			Office Supplies-Teens		
			Event/Entertainment-Teens		
			Teen Center-Subscriptions		
			Teen Center Event Supplies		
			Comp Equip-DAC		
			Maint Supp-DAC		
			Office Supp-DAC		
			Safety Items-DAC		
			Meals-WSIT Academy		
			Travel-WSIT Academy		
			Certifications-Aquatics Staff		
			Parking-Court Appearance		
			Credit-Supp-Halloween Bash		
			Supp/Refreshment-Thanksgiving		
			Refreshment/Supp-Halloween Bas		
			Refreshment/Supp-Special Event		
			Landscaping Restoration		
			Rec Equip-DRC		
			Teen Excursion		
			Rec Equipt- DRC		
			Senior Center Thanksgiving Eve		

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>		
			Travel-Professional Training-2		
			Supp-Art Class		
			Supp-Patio Garden		
			Supp-Halloween Bash		
			Supp-Breakfast w Grinch		
			Supp-LEAP Trick or Treat		
			Cricut Design Subscription		
			Refreshment-Congregate Lunch		
			Spotify Premium Subscription		
			Fraud-Investigation in Process		
			Refreshment-Thanksgiving Lunch		
			Event Supplies		
			Office Supplies		
			PT,CTG,SM,CT-Subscription		
			Snoopy House Decorations		
			Rec Equip-BCC		
			Rec Equip-ROCKS		
			Art/Craft-Day Camp		
			Rec Equip-Day Camp		
			Office Supp-Youth Sports		
			Janitorial Supp-BCC		
			Food/Supp-Chargers Excursion		
			Bottled Water-Chargers Excursi		
			Art/Craft-LEAP		
			Rec Equip-LEAP		
			Art/Craft-ROCKS		
			Office Equip-LEAP		
			Office Supplies		
			Courthouse Parking-CM Court Ca		
			Personal Charge		
			Monthly Fee On-Line Queing		
			American Flags		
			NHCC A/C Board		
			Snoopy House Tie Downs		
			FS#1 Water Heater Valve		
			PW Team Building Picnic		
			STS Membership Due 2025		
			Auto Supplies		
			Office Supplies		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTERBank: 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>	CEAOC-Dec Mtg/Lunch-Dep Dir		
			CNG-Unit 340		
			Filing Cabinet		
			CEAOC Month Mtg/Lunch City Eng		
			Heater for Director Ely		
			Down Payment Team Building		
			Name Plate Holders for New Cub		
			DMV Plates		
			Stock-Auto Supplies		
			Return-Trailer Hitch		
			Trash Can & Glove Holders		
			Two Pack Phone Charger CRR		
			File Sharing Membership-Admin		
			Challenge Coins Annual Recogni		
			Tools Uniformly Outfitting App		
			Business Meeting		
			CA BPELSG Renewal-R Nikoui		
			CEAOC Registration-3 people		
			Office Supplies-Transportation		
			Transoft Solution Subscription		
			Fire Investigator Membership-V		
			Training Defib Pads for EMS CI		
			Conference Registration		
			Travel for League of Californi		
			Registration-Fire Chief Confer		
			ARTS Commission Meeting		
			PACS Commission Meeting		
			Audio Book/Harcopy-Dept Mtg		
			Credit-Safety Equip-CM Tennis		
			Safety Equip-CM Tennis Center		
			Fire Marshal 1D Class Payment		
			Flashlight		
			Table Cloth		
			Flashlight Refund		
			Car Wash OES1312		
			Lodging-Strike Team/Mountain F		
			2024 Firescope ICS420		
			Conference Registration		
			Purchase Air Flight Travel		

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>		
			Furniture Equipment-Tennis Ctr		
			Professional Dev Book-Hard Cop		
			Restraining Order Court-Sr Ctr		
			Office Supplies		
			Mtg with CMFA President		
			Refund-Cal Cities Conference		
			Cal Cities Fire Chiefs Leaders		
			Command Staff Meeting		
			Flight-Cal Cities Fire Chief		
			Flights;Cal Cities Fire Cheif		
			Registration-Cal Cities Fire C		
			Subs Chief Stefano		
			Cal Chiefs Annual Conf-Reg		
			Compact Keyless Safes Ambos		
			Supplies Training Classroom		
			Buffet Breakfast Recognition Br		
			Prorated Membership Fee-Stefan		
			Registration-Fire Chiefs Confe		
			Table Centerpieces Recognition		
			Tablecloths-Black for Recognit		
			Zip Ties Spark of Love Banners		
			Business Mtg-CM,EDD		
			ReMarkable Monthly Fee		
			MMASC Annual Conf Hotel-CM		
			Reg CM-FPCU 8th Econ Forum		
			25 CM Conf Reg-City Manager		
			Reg-CM-Muni Finance Institute		
			Reg CM Leagueof Cities-Prop 36		
			Toner & Paper		
			Client Rideshare Svs		
			Prime Membership Credit		
			Client Food Safety License		
			Client Transportation Expense		
			Prime/iCloud Storage Subscript		
			Business Meetings		
			ITE Membership-Nikoui		
			Meals (Team Building)		
			ASCE Membership-Sethuraman		
			Fence Banners-Lions Park Cafe		

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> CA Mobility/Parking Assoc Conf Notice Inviting Bids-Daily Pil Travel-Baggage Fee Cab Ride-Boston Conf ReMarkable Monthly Fee Parking-Explorer Awards Lodging-Boston IACP Conf OC Div Mtg Attendance Fee		
019045	01/17/25	P	Vijay Chawla	0000025171	79.17
			<i>Line Description:</i> Tacticaql Rifle Instructors		
019046	01/17/25	P	Vincent Legaspi	0000028710	1,290.00
			<i>Line Description:</i> Shot Show 1/21-1/24/25		
					TOTAL \$585,672.83

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Jan 16,2025

Run Time 2:21:31 PM

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>
019041	01/17/25	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
019042	01/17/25	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
019043	01/17/25	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
019044	01/17/25	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
<u>TOTAL</u>					<u>0.00</u>



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-158

Meeting Date: 2/4/2025

TITLE:

MINUTES

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

RECOMMENDATION:

City Council approve the minutes of the regular meeting of January 21, 2025.



REGULAR CITY COUNCIL AND HOUSING AUTHORITY TUESDAY, JANUARY 21, 2025 - 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 Buley, Council Member Gameros, Council Member Harper, Council Member Marr, Council Member Reynolds, Mayor Pro Tem, and Mayor Stephens.

Absent: None.

PUBLIC COMMENTS – NONE.

CLOSED SESSION ITEMS:

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE**
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Insight Psychology and Addiction, Inc. v. City of Costa Mesa,
U.S. District Court, Central District of California, Case No. 8:20 cv 00504 JVS JDE
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. Ohio House, LLC, a California limited liability corporation; Richard Perlin, Nancy Perlin, Dolores Perlin, and Brandon Stump as individuals
Orange County Superior Court Case No. 30-2018-01006173-CU-OR-NJC
3. **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
4. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE**
Pursuant to California Government Code Section 54956.9 (d)(1)
Moyer v. City of Costa Mesa, Orange County Superior Court Case No. 30-2022-01248290

City Council recessed at 4:03 p.m. for Closed Session.

Closed Session adjourned at 5:30 p.m.

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:01 p.m.

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

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

ROLL CALL

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

Absent: None.

CITY ATTORNEY CLOSED SESSION REPORT – No reportable action.

PRESENTATIONS:

Mr. Turpit and Ms. Young presented an update on the Orange County Vector Control District.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Rachel McIntyre requested additional lighting at the tennis center parking lot and submitted 60 signatures.

Flo Martin, Costa Mesa, member of the Active Transportation Committee and Costa Mesa Alliance for Better Streets, spoke on traffic safety concerns, cited statistics on injury crashes, traffic stops, citations, and pedestrian injuries.

Jay Humphrey, Costa Mesa, spoke about safety concerns regarding e-bikes, spoke on high rental housing costs and on affordable housing.

Maria Melendez spoke on the rental assistance program and requested the program to continue.

Mat Garcia, Costa Mesa, representing Harbor Soaring Society, spoke on the Society, the flying field at Fairview Park, operating principles, safety, minimizing the impacts to the park and maximizing the benefits to the community. Stated the Harbor Soaring Society participates at Imaginology, restoration events, and Estancia High School Engineering programs.

Jenn Tanaka, Costa Mesa, thanked the firefighters for assisting with the Los Angeles fires, spoke on improving bikeability and walkability, advocated for funding for neighborhood parks and playgrounds, spoke on Harper Park and that Park Rangers are still present, requested park statistics, and that it is not the best use of police resources.

Juana Trejo spoke on children having emotional problems, afraid parents will be deported, requested the city keep helping the Latino community.

Kim Hendricks, President of Fairview Park Alliance, spoke on Fairview Park and the wildlife at Fairview Park and showed pictures, spoke against the flying field, and that on February 8th is the restoration planning event.

Speaker, spoke against the bike lanes on West 19th street and the unintended consequences, and spoke against Measure K.

Cynthia McDonald, Costa Mesa, thanked the firefighters for assisting at the Los Angeles fires, spoke on fire safety and updating the codes, requested a Nixle system, and urged Chief Stefano to have a townhall on fire safety.

Speaker, spoke on the importance of the 311 App and making it available in Spanish, and spoke on prohibiting gas-powered leaf blowers.

Marc Vukceovich spoke on AB 413 prohibiting the parking of a vehicle within 20 feet of an intersection and spoke on enforcement of the law.

Priscilla Rocco, Costa Mesa, spoke against the Harbor Soaring Society being allowed to fly at Fairview Park, and spoke on Fairview Park resources.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Gameros praised the Costa Mesa Firefighters for assisting with the Los Angeles fires, spoke on enforcement of illegal e-bikes on the streets, and spoke on the Harbor Soaring Society and Fairview Park Alliance working together.

Council Member Marr expressed sympathy for those affected by the Los Angeles fires, thanked Costa Mesa Firefighters for assisting, spoke on emergency preparedness, updating building codes, fire resistant landscaping, increasing fire preparedness, infrastructure risks, audit of emergency operations systems, reassuring the community on the intent to continue to do community policing, encouraged reporting crime, and requested information on Nixle.

Council Member Reynolds requested utilizing Nixle to disseminate information, Spoke on emergency preparedness, checklists for the community, plans for seniors or residents with limited mobility, welcomed the new council members, reported on the Mobile Home Park Advisory Committee meeting, spoke on the Talbert Park Master Plan comment period, and spoke on speeding on Victoria Street and requested speed data.

Council Member Pettis spoke on receiving updates from the Police and Fire Chiefs, spoke on attending ribbon cuttings, and thanked the first responders.

Council Member Buley spoke on attending events, seminars, spoke on the Los Angeles fires and emergency preparedness, spoke on reports regarding SB54 regarding recyclable packaging, and recognized Jake Knapp, a local golf player with multiple PGA tournament wins.

Mayor Pro Tem Chavez thanked the Fire and Rescue Department, extended prayer to those affected by the fires, thanked the fire association for partnering with IKEA for Operation Santa Claus, thanked the Crossing Church, La Movida radio, and the OC Promotoras for the January 6th toy give away, thanked Share Our Selves (SOS) for aiding families in the community, spoke on the mobile farmers market at Rea Elementary School, congratulated St. Mary Armenian Apostolic Church for the unveiling of the Stambolian Assembly Hall, expressed safety concerns on 19th Street and Pomona Avenue intersection and requested researching left turn signals, requested a presentation on the immigration laws and community policing, and requested to adjourn the meeting in honor of his father Juan Chavez Garcia who passed away on Dec 26th.

Mayor Stephens thanked staff for Snoopy House, thanked the Fire Association for partnering with Ikea for Operation Santa Claus, spoke on attending the St. Mary Apostolic Armenian Church event, spoke on attending the Bayside Church ribbon cutting, spoke on attending the Mayors conference in Washington D.C., spoke on immigration policies and advising the community, supports the Costa Mesa 311 App in Spanish, spoke on the Symphonic Sole event at Segerstrom, praised the firefighters for assisting at the Los Angeles fires and spoke on saving lives, spoke on emergency preparedness, and spoke on adjourning the meeting in honor of City of Orange Council Member Mark Murphy, President Carter, and Jim Ortiz, the City Arborist.

REPORT – CITY MANAGER – Ms. Farrell Harrison welcomed Council Members Pettis and Buley and expressed condolences to Mayor Pro Tem Chavez, thanked the firefighters and their families, spoke on emergency management and preparedness, spoke on Nixle and Alert OC, spoke on donation opportunities and PhilanthropyOC.org, spoke on attending a public sector executive summit at Harvard on AI capabilities, and spoke on a study session on January 28th regarding the Fairview Park Master Plan update.

REPORT – CITY ATTORNEY – Ms. Hall Barlow reported on the decision by the United States Court of Appeals for the Ninth Circuit on Ohio House v. City of Costa Mesa and the decision was in favor of the City, and extended condolences to Mayor Pro Tem Chavez.

CONSENT CALENDAR

MOVED/SECOND: Council Member Marr/Council Member Reynolds

MOTION: Approve the Consent Calendar except for item nos. 5 and 6.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: Council Member Gameros recused himself on item 3 the Warrant Resolution due to his wife working at Priceless Pets, and Mayor Stephens recused himself on item 3 the Warrant Resolution due to campaign contributions received from Ware Disposal and Everett Dorey.

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: Hasna Shenai Aini, Ahmad Alamour, Mohammad Alamour, Malik Alrefai, Rami Anabtawi, Tariq "Eric" Assfour, Zayd Aweinat, Brian Brakeville, Hernan Arturo Calderon, Michael Chang, Mark Gradoni, Hani A. Habbas, Brook Haley, Lubna Hammad, Jacob Andrew Hernandez, Anthony Hertel, Adel Hijazi, Brandon Hood, Steven Anthony Hunt, Donavian "Navi" Huskey, Theodores Kapogianis, Faran Kharal, Matthew Leibelt, Ann Makaenamorgan, Glorianne Mendoza, Angie Belen Monreal, Salma Nasoordeen, Julie Nguyen, Savannah Plaskon, James Schwab, Jeff Taylor, Ashley Tfaye, Jaelynn Valez, Nikita Bear Yu, Fatana Zadran, Omar Zegar.

3. ADOPTION OF WARRANT RESOLUTION

Council Member Gameros recused himself on the item due to his wife working at Priceless Pets.

Mayor Stephens recused himself on the item due to campaign contributions received from Ware Disposal and Everett Dorey.

ACTION:

City Council approved Warrant Resolution No. 2726.

4. MINUTES

ACTION:

City Council approved the minutes of the regular meeting of November 19, 2024 and special meeting of December 5, 2024.

7. ADAMS AVENUE ACTIVE TRANSPORTATION IMPROVEMENTS - MULTIPURPOSE TRAILS

ACTION:

1. City Council awarded Professional Services Agreement (PSA) to Onward Engineering in the amount of \$374,517, for professional engineering design services for the Adams Avenue Active Transportation Improvements - Multipurpose Trails project, with an initial term period of five years, effective January 21, 2025 - January 20, 2030.
2. Authorized a ten percent (10%) contingency in the amount of \$37,452 for any unforeseen costs that may be required by the project.

3. Authorized the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

ITEMS PULLED FROM THE CONSENT CALENDAR

5. APPROVAL OF MAYOR'S APPOINTMENTS TO THE TRANSPORTATION CORRIDOR AGENCIES AND ORANGE COUNTY VECTOR CONTROL DISTRICT

Public Comments:

Marc Vukceovich spoke on license plate obstruction that is currently illegal in California, and the loss of revenue.

MOVED/SECOND: Mayor Pro Tem Chavez/Mayor Stephens

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

City Council approved the following Mayor's appointments:

1. Transportation Corridor Agencies (TCA): Mayor John Stephens and Alternate - Councilmember Arlis Reynolds.
2. Orange County Vector Control District (OCVCD): Mr. Bill Turpit.

6. AWARD OF PROFESSIONAL SERVICES AGREEMENT TO DEVELOP A FACILITIES MASTER PLAN FOR CITY OWNED FACILITIES

Public Comments:

Ralph Taboada spoke on the five-year Capital Improvement Program, spoke on a vision for the City, and on staffing needs, spoke on service levels with an increase of households, and is opposed to the item until the City has a strategic plan.

Mr. Sethuraman spoke on comprehensive assessment of City facilities and short term v. long term improvements, and spoke on ongoing needs that need to be addressed.

MOVED/SECOND: Council Member Marr/Council Member Reynolds

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council approved Professional Services Agreement (PSA) in the amount of \$299,693 to M. Arthur Gensler Jr. & Associates, Inc., 4675 MacArthur Court, Suite 100, Newport Beach, CA, to develop a facilities master plan for City-owned facilities.
2. Authorized a ten percent (10%) contingency in the amount of \$29,970 for unforeseen costs related to the project.
3. Authorized the City Manager and City Clerk to execute the PSA and any future amendments to the agreement.

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

City Council recessed into a break at 8:15 p.m.

City Council reconvened at 8:31 p.m.

PUBLIC HEARINGS:

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

1. **REVIEW OF THE PLANNING COMMISSION'S DECISION TO UPHOLD THE ZONING ADMINISTRATOR'S DECISION TO APPROVE MINOR CONDITIONAL USE PERMIT AND OUTDOOR DINING PERMIT (PODA-24-0001 AND PMCP-24-0008) LOCATED AT 814 WEST 19TH STREET ("WESTEND")**

Ex Parte Communication: Mayor Stephens toured the location with an employee.

Presentation by Mr. Arios, Associate Planner.

Kayleigh Brunner, Operational Manager at Westend, spoke on the business and the project.

Public Comments:

Marc Vukceovich spoke on the lengthy process and spoke in support of the item.

Andy McBay, business owner across the street, expressed concern regards to parking in their lot across the street, and the detrimental effects to their property, inquired on the length of the parking agreement, and spoke on the difficulty to enforce and the need for 24-hour security.

Speaker, spoke in support of Westend.

Daniel Mages spoke in support of Westend.

Jay Barner spoke in support of Westend.

Speaker, expressed concern on allowing music past 11:00 p.m. and expressed concern on parking.

Speaker, expressed concern on how to monitor sound waves, and the mechanisms to measure decibels.

Zac and Nichole Johnson spoke in support of Westend.

MOVED/SECOND: Mayor Stephens/Council Member Gameros

MOTION: Approve staff recommendation with the following changes:

- Remove section 17 regarding the requirement for a 6-month review.
- Remove section 18 and allow the hours of operation per the applicants request.
- Provide property owners on Federal Way with written communication with a point of contact for any issues that may arise with the business.

SUBSTITUTE MOTION/SECOND: Council Member Marr

SUBSTITUTE MOTION: Approve staff recommendation with the same change as the original motion and require the live music to end at 12:00 a.m.

The motion failed for lack of a second.

ORIGINAL MOTION/SECOND: Mayor Stephens/Council Member Gameros

MOTION: Approve staff recommendation with the following changes:

- Remove section 17 regarding the requirement for a 6-month review.
- Remove section 18 and allow the hours of operation per the applicants request.
- Provide property owners on Federal Way with written communication with a point of contact for any issues that may arise with the business.

The motion carried by the following roll call vote:

Ayes: Council Member Buley, Council Member Gameros, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: Council Member Marr.

Absent: None.

Abstain: None.

Motion carried: 6-1

ACTION:

City Council upheld the Planning Commission's decision upholding the Zoning Administrator's decision approving PODA-24-0001 AND PMCP-24-0008 with the following changes:

Minutes – Regular Meeting January 21, 2025 Page 8 of 16

- Remove section 17 regarding the requirement for a 6-month review.
- Remove section 18 and allow the hours of operation per the applicants request.
- Provide property owners on Federal Way with written communication with a point of contact for any issues that may arise with the business.

2. SECOND 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

Presentation by Lt. Selinske.

Public Comments:

Jenn Tanaka thanked the Costa Mesa Police Department for their efforts on the ordinance and thanked the public for their input.

Speaker, spoke in support the ordinance.

MOVED/SECOND: Mayor Pro Tem Chavez/Council Member Marr

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council gave second reading to and adopted Ordinance No. 2025-01 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.
2. Adopted Resolution No. 2025-02 of the City Council of the City of Costa Mesa, California, establishing a beekeeping permit user fee to be added to the City's Consolidated Schedule of User and Regulatory Fees.

OLD BUSINESS: NONE.

NEW BUSINESS:

1. SAFE ROUTES TO SCHOOL ACTION PLAN

Presentation by Mr. Thomas, Active Transportation Coordinator.

Public Comments:

Ralph Taboada spoke in support of the item and requested to make improvements sooner if possible.

Speaker, spoke in support of the item and requested to include the Newport Beach schools.

Marc Vukceovich spoke in support of the item.

Cynthia McDonald spoke in support of the item and on ensuring Kimley Horn and Associates, Inc. conforms to the contract.

MOVED/SECOND: Council Member Reynolds/Mayor Stephens

MOTION: Approve staff recommendation with the following changes:

- Add the four Newport Beach schools: Newport Harbor, Ensign Intermediate, Mariners Elementary, and Newport Heights.
- Increase the total budgeted amount to adjust for the additional schools and design.

Mayor Stephens requested to add the condition that the item is immediately brought back before Council if there are any issues with funding.

Council Member Reynolds agreed to the addition.

MOVED/SECOND: Council Member Reynolds/Mayor Stephens

MOTION: Approve staff recommendation with the following changes:

- Add the four Newport Beach schools: Newport Harbor, Ensign Intermediate, Mariners Elementary, and Newport Heights.
- Increase the total budgeted amount to adjust for the additional schools and design.
- Add the conditions that the item is immediately brought back before Council if there are any issues with funding.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

ACTION:

1. City Council awarded the Professional Services Agreement (PSA) to Kimley-Horn and Associates, Inc. in the annual amount of \$541,774 for professional engineering services for the development of Safe Routes to School Action Plan, with an initial term period of two years, effective January 21, 2025 - January 20, 2027, with the option of two one-year renewal periods.
2. Authorized a ten percent (10%) contingency in the amount of \$54,177 for any unforeseen costs that may be required by the project.
3. Authorized the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.
4. Add the four Newport Beach schools: Newport Harbor, Ensign Intermediate, Mariners Elementary, and Newport Heights; increase the total budgeted amount to adjust for the additional schools and design; add the conditions that the item is immediately brought back before Council if there are any issues with funding.

2. APPOINTMENTS TO THE ARTS, PARKS AND COMMUNITY SERVICES, AND PLANNING COMMISSIONS

Presentation by Ms. Green, City Clerk.

Public Comments:

Jenn Tanaka spoke in support of Russell Toler for the Planning Commission.

David Martinez requested clarification if the Mayor's appointment was four years or two years.

Marc Vukceovich spoke on the Planning Commission applications and in support of Russell Toler.

Brendan Ford introduced himself as an applicant for the Arts Commission.

Ralph Taboada spoke in support of Russell Toler and Jenn Tanaka for the Planning Commission and in support of Shayanne Wright for the Parks and Community Services Commission.

Jake Husen introduced himself as an applicant.

Speaker, spoke on cronyism.

Cynthia McDonald spoke on cronyism.

Russell Toler rescinded his application and spoke in support of Jenn Tanaka.

ACTION:

City Council made appointments as follows:

MOVED/SECOND: Mayor Stephens/Mayor Pro Tem Chavez

MOTION: Appoint Deborah Wondercheck to the Arts Commission.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

MOVED/SECOND: Council Member Buley/Council Member Reynolds

MOTION: Appoint Allison Mann to the Arts Commission.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

MOVED/SECOND: Council Member Gameros/Council Member Chavez

MOTION: Appoint Brendan Ford to the Arts Commission.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

MOVED/SECOND: Council Member Pettis/Council Member Reynolds

MOTION: Appoint Fisher Derderian to the Arts Commission.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

1. Arts Commission - Mayor Stephens appointed Deborah Wondercheck to the Arts Commission with a term expiration of January 2027, Council Member Buley appointed Allison Mann, Council Member Gameros appointed Brendan Ford, and Council Member Pettis appointed Fisher Derderian to the Arts Commission with term expirations of January 2029.

MOVED/SECOND: Mayor Stephens/Council Member Reynolds

MOTION: Appoint Shayanne Wright to the Parks and Community Services Commission.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

MOVED/SECOND: Council Member Pettis/Council Member Chavez

MOTION: Appoint Jason Komala to the Parks and Community Services Commission.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

MOVED/SECOND: Council Member Buley/Council Member Chavez

MOTION: Appoint Jake Husen to the Parks and Community Services Commission.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

MOVED/SECOND: Council Member Gameros/Council Member Marr

MOTION: Appoint Brandice Lea Leger to the Parks and Community Services Commission.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

MOVED/SECOND: Council Member Marr/Council Member Chavez

MOTION: Appoint Elizabeth Dorn Parker to the Parks and Community Services Commission.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

2. Parks and Community Services Commission – Mayor Stephens appointed Shyanne Wright to the Parks and Community Services Commission and Council Member Marr appointed Elizabeth Dorn Parker with term expirations of January 2027, Council Member Buley appointed Jake Husen, Council Member Pettis appointed Jason Komala, and Council Member Gameros appointed Brandice Lea Leger with term expirations of January 2029.

MOVED/SECOND: Mayor Stephens/Council Member Gameros

MOTION: Appoint Jeff Harlan to the Planning Commission.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

MOVED/SECOND: Council Member Gameros/Mayor Stephens

MOTION: Appoint Johnny Rojas to the Planning Commission.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

MOVED/SECOND: Council Member Pettis/Mayor Stephens

MOTION: Appoint Robert Dickson to the Planning Commission.

The motion carried by the following roll call vote:

Ayes: Council Member Buley, Council Member Pettis, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: Council Member Gameros, Council Member Marr, and Council Member Reynolds.

Absent: None.

Abstain: None.

Motion carried: 4-3

MOVED/SECOND: Council Member Buley/Council Member Chavez

MOTION: Appoint Jonathan Zich to the Planning Commission.

The motion carried by the following roll call vote:

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

Nays: None.

Absent: None.

Abstain: None.

Motion carried: 7-0

3. Planning Commission - Mayor Stephens appointed Jeff Harlan to the Planning Commission with a term expiration of January 2027, Council Member Buley appointed Jonathan Zich, Council Member Pettis appointed Robert Dickson, and Council Member Gameros appointed Johnny Rojas with term expirations of January 2029.

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

ADJOURNMENT – Mayor Stephens adjourned the meeting at 10:40 p.m. in honor and memory of Juan Chavez Garcia, Mark Murphy, Jim Ortiz, and President Carter.

Minutes adopted on this 4th day of February, 2025.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-145

Meeting Date: 2/4/2025

TITLE:

DESIGNATION OF VOTING DELEGATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2025 REGIONAL CONFERENCE AND GENERAL ASSEMBLY

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISON

PRESENTED BY: BRENDA GREEN, CITY CLERK

CONTACT INFORMATION: BRENDA GREEN, (714) 754-5221

RECOMMENDATION:

It is recommended that Council Member Arlis Reynolds serve as the delegate and Council Member Mike Buley as the alternate for the upcoming 2025 Annual Southern California Association of Governments (SCAG) Regional Conference and General Assembly.

BACKGROUND:

The annual SCAG Regional Conference & General Assembly will be held Thursday, May 1, 2025, through Friday, May 2, 2025 at the JW Marriott Desert Springs Resort & Spa in Palm Desert, CA. SCAG requests that each member city appoint a delegate to vote at the Assembly.

ANALYSIS:

It is during the Annual General Assembly that resolutions are adopted, setting the legislative platform for SCAG in the coming year. SCAG by-laws entitle each city to one vote in matters affecting municipal or SCAG policy. Each member city is entitled to designate a delegate to participate in the voting.

ALTERNATIVES:

City Council may choose to not appoint a delegate or may select another City Council member as the delegate.

FISCAL REVIEW:

The funding for the conference is available in the Fiscal Year 2024-25 General Fund (Fund 101) in the City Council Budget.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

The City Council designate Council Member Arlis Reynolds as the delegate and Council Member Mike Buley as the alternate for the upcoming 2025 Annual Southern California Association of Governments (SCAG) Regional Conference and General Assembly.



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 25-148

Meeting Date: 2/4/2025

TITLE:

ACCEPTANCE OF THE LED LIGHTING INSTALLATION AT CITY PARKS AND ATHLETIC FACILITIES PROJECT (JACK HAMMETT SPORTS COMPLEX, TEWINKLE ATHLETIC COMPLEX, COSTA MESA TENNIS CENTER, AND BARK PARK), CITY PROJECT NO. 23-09

DEPARTMENT: PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

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

RECOMMENDATION:

Staff recommends the City Council:

1. Accept the work performed by R&M Electrical Contracting, Inc. (RMF Contracting, Inc.) [RMF], 1523 North Harmony Circle, Anaheim, California 92807, for the Light-Emitting Diode (LED) Lighting Installation at City Parks and Athletic Facilities Project (Jack Hammett Sports Complex, TeWinkle Athletic Complex, Costa Mesa Tennis Center, and Bark Park), City Project No. 23-09, 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; and release the Faithful Performance Bond one (1) year after the filing date.

BACKGROUND:

In 2022, State Senator David Min earmarked funding for the City of Costa Mesa in the amount of \$10 million. City Council approved appropriations to upgrade the existing lighting at select parks and sports athletic facilities to LED lighting. The funding for these projects has been allocated in the adopted Fiscal Year 2023-24 Capital Improvement Program (CIP) budget.

On September 19, 2023, the City Council authorized the use of Sourcewell's Cooperative Agreement with Musco Sports Lighting, LLC, for the purchase of LED lighting equipment and material to retrofit aging facilities at multiple City park and athletic field locations. The locations for the installation of these new lighting facilities include Jack Hammett Sports Complex, TeWinkle Athletic Complex, Costa Mesa Tennis Center, and Bark Park.

On January 16, 2024, the City Council awarded a construction contract in the amount of \$759,700 to RMF for the LED Lighting Installation at City Parks and Athletic Facilities Project (Jack Hammett Sports Complex, TeWinkle Athletic Complex, Costa Mesa Tennis Center, and Bark Park), City Project No. 23-09.

ANALYSIS:

The contractor, RMF, completed construction improvements, performed electrical upgrades, and installed new lighting fixtures that improved lighting, illumination, and overall safety at the City's highly used recreational facilities listed below:

- Jack Hammett Sports Complex
- TeWinkle Athletic Complex
- Costa Mesa Tennis Center
- Bark Park

The work required by the contract documents was completed on September 4, 2024 to the satisfaction of the City Engineer. The final contract cost, including quantity adjustments and change orders, amounted to \$817,379.93. A report of the final costs is included as Att. 1.

A summary of the costs is as follows:

Total Contract Cost:	\$759,700.00
Final Quantity Adjustments:	<u>\$ 57,679.93</u>
Final Contract Cost:	\$817,379.93

As of this date, there are no Stop Notices filed against the monies due to RMF.

Jack Hammett Sports Complex



BEFORE



AFTER

TeWinkle Athletic Complex



BEFORE



AFTER

Bark Park

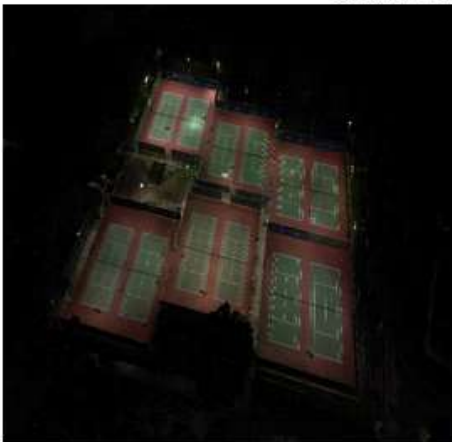


BEFORE



AFTER

Costa Mesa Tennis Center



BEFORE



AFTER

ALTERNATIVES:

This item is administrative in nature.

FISCAL REVIEW:

This project was funded through a grant from State Senator David Min (Fund 231) and from the Capital Improvement Fund (Fund 401).

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This project achieved 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 RMF, 1523 North Harmony Circle, Anaheim, California 92807, for the LED Lighting Installation at City Parks and Athletic Facilities Project (Jack Hammett Sports Complex, TeWinkle Athletic Complex, Costa Mesa Tennis Center, and Bark Park), City Project No. 23-09, 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; and release the Faithful Performance Bond one (1) year after the filing date.

ATTACHMENT 1

CONTRACTOR **R&M ELECTRICAL CONTRACTING (RMF CONTRACTING)**
1523 N. Harmony Circle, Anaheim, CA 92807

Project: **LED LIGHTING INSTALLATION AT CITY PARKS AND ATHLETIC FACILITIES PROJECT**
City Project No. 23-09

ITEM NO	BID QUANTITY		DESCRIPTION	UNIT PRICE	PREVIOUS QUANTITY	TOTAL QUANTITY TO DATE	CONTRACT PRICE
1	1	LS	LED Lighting installation at City Parks and Athletic Faciliites	\$759,700.00	0.00 %	100.00 %	\$759,700.00
A1	1	FA	Remove and replace existing junction boxes at the Tennis Center as directed by Maintenance Svcs.	\$22,000.00	0.00 FA	100.00 %	\$22,000.00
A2	1	FA	Replacement of wire at Jack Hammett SC as directed by Maintenance Svcs.	\$35,679.93	0.00 FA	100.00 %	\$35,679.93
TOTAL:							\$817,379.93



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-150

Meeting Date: 2/4/2025

TITLE:

AWARD THE PURCHASE OF BATTING CAGES FOR THE TEWINKLE ATHLETIC COMPLEX

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. Authorize the purchase of materials for two (2) bullpen/batting cages to be installed at the TeWinkle Athletic Complex through Civic Buys Cooperative Agreement #3570 with The KYA Group.
2. Authorize the City Manager to execute the necessary documents for the purchase of bullpen/batting cage materials for \$154,246 from The KYA Group.

BACKGROUND:

TeWinkle Park is a 49-acre park dedicated in 1965 in honor of the first mayor of the City of Costa Mesa, Charles TeWinkle. The TeWinkle Athletic Complex (Complex) located within the footprint of the park, is a 6-acre sports complex featuring one (1) baseball field and three (3) softball fields. The fields serve as a focal point for both recreational and competitive leagues. The Complex is utilized by organizations such as Costa Mesa Pony, Costa Mesa Little League, Newport Harbor Baseball Association, Newport Harbor High School Baseball, Estancia High School Baseball, and Newport Mesa Girls Softball. Field use at the Complex for Fiscal Year 2023-24 across all programs included 184 teams and 8,527 players/users from 32 unique organizations. This broad and diverse participation illustrates the field's importance to the community and highlights its capacity to serve a variety of sporting interests, making these fields a valuable community resource.

The addition of batting cages has been a highly requested amenity that would improve and modernize the complex. Included in the City's current adopted Fiscal Year 2024-25 Capital Improvement Budget is funding to add batting cages to the TeWinkle Athletic Complex.

ANALYSIS:

Batting cages offer a controlled environment for players to practice hitting and improve their hand-eye coordination, strength, and timing. This controlled environment allows other players to focus on fielding practice on the fields without the concern of stray balls or mishits from batting practice.

Staff identified a cooperative agreement through Civic Buys with The KYA Group for the purchase of all materials needed for the installation of two (2) batting cages. Purchasing the material through The KYA Group meets all requirements set forth in the City of Costa Mesa's Purchasing Policy and all requirements set forth by the State of California relating to regional cooperative purchasing agreements. This process ensures that the City still receives the lowest available pricing, and meets the competitive bid process requirements. The City has utilized other cooperative agreements successfully for several previous related purchases.

The KYA Group quote totals \$154,246.18, which includes all parts, equipment, plans, and delivery. A separate construction contract will be executed thereafter for the installation of the batting cages.

ALTERNATIVES:

The City Council could choose not to authorize the use of the national cooperative agreement with The KYA Group. This will require staff to initiate a formal bidding process, which will take significantly more time to complete. In addition, formal bidding may not result in lower prices than the proposed Civic Buys pricing.

FISCAL REVIEW:

The total amount of the contract will not exceed \$154,246.18. The funding is available in the Fiscal Year 2024-25 Capital Improvement Fund (Fund 401) for this project.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Strengthen the Public's Safety and Improve the Quality of Life.
- Maintain and enhance the City's facilities, equipment and technology.

CONCLUSION:

Staff recommends the City Council:

1. Authorize the purchase of materials for two (2) bullpen/batting cages to be installed at the TeWinkle Athletic Complex through Civic Buys Cooperative Agreement #3570 with The KYA Group.
2. Authorize the City Manager to execute the necessary documents for the purchase of bullpen/batting cage materials for \$154,246 from The KYA Group.



EMPLOYEE OWNED

PREPARED FOR

Robert Ryan

City of Costa Mesa

7147545328

robert.ryan@costamesaca.gov

10/30/2024

City of Costa Mesa - Tewinkle Park -
Upgrades

Project Number P-0102531

KYA CivicBuys 3570 GSA

Contact

Deanna Rey

1800 E. McFadden Ave.

Santa Ana, CA

deanna.rey@thekyagroup.com

Pages 6

LICENSE 984827 (B, C15, D12, A, C20, C10, C33)

DIR # 1000003379



Proposal: P-0102531
To: City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Date: 10/30/2024
Terms: Net30
KYA CivicBuys 3570 GSA

RA: Deanna Rey
RA Phone:
RA Email: deanna.rey@thekeyagroup.com
Site: Tewinkle Park
Address: 970 Arlington Dr
Costa Mesa, CA 92626

Site Qualifications and General Scope of Work

DIR # 1000003379

Priced per KYA CivicBuys 3570 GSA

*All project proposals based on a specific set/sets of plans are considered preliminary budgets and may be subject to pricing changes once the plans are approved by the relevant authority.

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

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Complete and Initial all pages*

Proposal Number P-0102531



EMPLOYEE OWNED

SCOPE OF WORK - PRICING

City of Costa Mesa - Tewinkle Park - Upgrades	Quantity	U/M	Price	Value	Taxable
3/4IN CL 2 BASE P - CLASS 2 AGGREGATE BASE- PERMEABLE	70	CY	\$101.44	\$7,100.80	T
24010620 - COMPOSITE HEADER BOARD 2" X 4" X 20'	280	LF	\$3.11	\$870.80	T
89240 - ACRYLIC COATED SAND	15000	LB	\$0.49	\$7,350.00	T
MULTIPLAY - SYNTHETIC TURF - MULTIPLAY	1800	SF	\$3.56	\$6,408.00	T
178799 - SYNTHETIC TURF TAPE - SINGLE-LAYER 12"X3	4	EA	\$186.52	\$746.08	T
157R140N15 - MIRAFI HP270 (SQ FT)	1800	SF	\$0.34	\$612.00	T
233304 - SYNTHETIC TURF ADHESIVE - 1 GAL	15	EA	\$73.63	\$1,104.45	T
07000460 - PVC PIPE SCHEDULE 40	700	LF	\$3.80	\$2,660.00	T
ELE-HP-150 - HOME PLATE BURY ALL	2	EA	\$150.21	\$300.42	T
STL2 - STEEL CONDUIT - NOT TO EXCEED 2" OD	475	LF	\$32.75	\$15,556.25	T
EWLGHT - ELECTRICAL WIRING - LIGHTING	475	LF	\$34.01	\$16,154.75	T
DUPOUT - DUPLEX OUTLET KIT	2	EA	\$41.97	\$83.94	T
ELE-FBSLV5 - GROUND SLEEVES	20	EA	\$400.00	\$8,000.00	T
6CANLED - 6" CAN LED LIGHT KIT	6	EA	\$83.94	\$503.64	T
ELE-NET001 - NETTING SYSTEM	4500	EA	\$2.44	\$10,980.00	T
ELM01CL001 - ELEMENTS GALVANIZED CHAIN LINK FENCING	325	EA	\$168.41	\$54,733.25	T
RMIXCON - READY MIX CONCRETE	5	CY	\$217.61	\$1,088.05	T
CONPUM - CONCRETE PUMP	1	EA	\$409.06	\$409.06	T
ELE-HABPM-100 - PITCHING MACHINE HACK ATTACK (BASEBALL	1	EA	\$4,563.54	\$4,563.54	T
SUNDRIES - SUNDRIES	6	EA	\$654.48	\$3,926.88	T
Sales Tax				11,094.27	
Total Price				\$154,246.18	

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Proposal Number P-0102531



EMPLOYEE OWNED

CONDITIONS AND WARRANTY

1) Proposal:

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services, LLC reserves the right to implement this surcharge when applicable.

Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase. All project proposals based on a specific set/sets of plans are considered preliminary budgets and may be subject to pricing changes once the plans are approved by the relevant authority.

2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:

Manufacturing lead-time and delivery varies depending on the product purchased.

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Proposal Number P-0102531



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

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Proposal Number P-0102531



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the
date executed by the Company:

KYA Services, LLC

Accepted by:

Signature: _____

Signature: _____

By: (Print) _____

By: (Print) _____

Title: _____

Title: _____

Date: _____

Date: _____

Initials _____

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Complete and Initial all pages*

Proposal Number P-0102531



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-151

Meeting Date: 2/4/2025

TITLE:

PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL STAFF SUPPORT FOR GENERAL PLANNING SERVICES

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/
PLANNING DIVISION

PRESENTED BY: ANNA MCGILL, PLANNING & SUSTAINABLE DEVELOPMENT MANAGER

CONTACT INFORMATION: ANNA MCGILL, PLANNING & SUSTAINABLE DEVELOPMENT MANAGER, (714) 754-5609

RECOMMENDATION:

Staff recommends the City Council:

1. Approve and authorize the City Manager and City Clerk to execute a three-year Professional Service Agreement (PSA) with two one-year renewals in a form as approved by the City Attorney for on-call staff support for general planning services:
 - City Advisors, LLC
 - Community Catalyst, Inc.
 - Dudek
 - Interwest Consulting Group, Inc
 - Kimley-Horn and Associates, Inc.
 - MIG, Inc.
 - Placeworks, Inc.
 - The Code Group, Inc.
2. Authorize the City Manager, or designee, and City Clerk to execute the PSA and future amendments with the above listed firms including any potential increases in compensation as long as the amendments are within the annual budget.

BACKGROUND:

The City's Economic and Development Services Department seeks to establish agreements with consultants for on-call staff support for general and specialized planning services, in connection with medium to large development projects, as well as key policy projects. In 2024, the Department's Planning Division established an advanced planning team focused on the development and implementation of the City's long range planning programs including housing element implementation, implementing the City's Affordable Housing Ordinance, processing the City's

advanced planning efforts such as the Rezone Program and Climate Action and Adaptation Plan, monitoring and implementing state legislation and monitoring grant opportunities.

As the City continues to process and implement key advance planning projects, it is anticipated that the City will also begin to see medium and large scale housing projects submitted to the City for review. The Department requires the ability to quickly secure temporary additional resources to address major projects while maintaining daily customer service operations. The Department also relies on on-call general staffing for planning services in the event of vacancies, to ensure that the delivery of services continues uninterrupted.

On September 25, 2024, the City issued a Request for Proposals (RFP) for on-call staff support for general and specialized planning services. The RFP also requested environmental expertise to continue to facilitate City needs during entitlement review. City staff anticipates presenting an environmental specialized services on-call list to the City Council for consideration in Spring 2025.

ANALYSIS:

The City received eight proposals for general planning services. Proposals were screened for compliance with the City's RFP, and proposals were evaluated based on the method of approach, qualifications, and experience, staffing and cost proposal. (Attachment 1)

To ensure an objective selection process, an evaluation committee was assembled. All members evaluated proposals independently to assess qualifications and experience to address the City's needs. Based on the City's criteria and selection procedures set forth in the RFP, the evaluation committee recommended that agreements be awarded to the following eight (8) firms for staff support for general planning services:

- City Advisors, LLC
- Community Catalyst, Inc.
- Dudek
- Interwest Consulting Group, Inc
- Kimley-Horn and Associates, Inc.
- MIG, Inc.
- Placeworks, Inc.
- The Code Group, Inc.

Under the proposed agreements, on-call consultants will provide support for general planning services, at an hourly rate in accordance with their contracts. When the City requires services, City staff would contact one or more on-call consultants to secure a cost proposal and proposed staffing for the needed service.

Establishing on-call lists will allow the City to quickly pull in outside expertise for a variety of professional and technical expertise, as needed, in the following areas:

- General planning, including medium and large development project management and staffing support;

- Planning review of building permits, including reviewing and documenting project compliance with Conditions of Approval and CEQA mitigation measures, ongoing site monitoring and inspection until project completion;
- Housing planning and analysis (including expertise on State Density Bonus Law, Affordable Housing Ordinance implementation, Housing Accountability Act, and other applicable housing and state legislation);
- Advanced planning;
- Economic analysis;
- Transportation and parking demand analysis;
- Geographic Information System (GIS) expertise/support; and
- Urban design.

The proposed new on-call list provides the Department with the spectrum of expertise necessary to address the ongoing and anticipated advanced and current planning projects. An example Professional Services Agreement (PSA) has been attached for reference. (Attachment 2) Individual PSAs will be executed with each awarded firm.

ALTERNATIVES:

An alternative would be to not move forward with the contracts for on-call consulting services. Due to the volume of current and long-range planning projects being managed by the Planning Division, this could result in significant time delays.

FISCAL REVIEW:

Some of the cost of consultant services is paid for by the project applicants as a “pass-through cost” and/or the City from the annual budget. Use of contract services are on an as-needed basis, and the cost of each service varies by subject and task.

For tasks that are not paid for by project applicants, funding for the professional services agreements are available within the Department’s existing approval budget. For Fiscal Year 2024-25, the Economic and Development Services Budget in the General Fund (Fund 101) has \$275,000 through salary savings from the vacant Planning and Sustainable Development Manager, Principal Planner, and Associate Planner positions. For the remaining fiscal years of the contract, the Department will allocate funds from salary savings through position vacancies and/or through other department and/or citywide funding sources within the City Manager’s authority.

LEGAL REVIEW:

The attached sample PSA was prepared by the City Attorney’s Office and the staff report has been reviewed and approved as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goals:

- Diversify, stabilize, and increase housing to reflect community needs.
- Advance environmental sustainability and climate resiliency.

CONCLUSION:

Staff recommends the City Council approve and authorize the City Manager and City Clerk to execute a three-year Professional Service Agreements (PSA) with two one-year renewals for as-needed staff support for general planning services, as well as future amendments to those agreements so long as such amendments are within the annual budget.



REQUEST FOR PROPOSAL

FOR

**ON-CALL STAFF SUPPORT FOR GENERAL & SPECIALIZED PLANNING SERVICES
RFP NO. 25-08**



**ECONOMIC AND
DEVELOPMENT SERVICES
DEPARTMENT
CITY OF COSTA MESA**

**Released on
September 25, 2024**

**REQUEST FOR PROPOSAL
FOR
ON-CALL STAFF SUPPORT FOR GENERAL & SPECIALIZED PLANNING SERVICES**

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants to provide professional on-call staff support for general & specialized planning services to assist the City’s Development Services Division. 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 five 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 \$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).** 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	September 25, 2024
Deadline for Written Questions	October 3, 2024, at 11:00 a.m.
Responses to Questions Posted	October 9, 2024
Proposals are Due	October 23, 2024, at 2:00 p.m.

****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 **Scope of Work, Appendix A**, 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 a Project Manager/Project Engineer assigned to the Contract with at least five (5) years of experience within the last 8 years, providing services equivalent or similar to the services identified in **Scope of Work, Appendix A**. The consultant assigned to the contract shall be a registered Civil Engineer or Traffic Engineer with the State of California, in good standing.

b. The consultant must provide five references indicating a key role in the delivery of municipal projects of similar size and scope that have been completed within the last five years in California. Projects considered similar in scope include federally funded transportation design projects with construction bid documents for municipalities and agencies. The consultant shall have experience using the Local Assistance Procedures Manual and working on grant funded projects administered by Caltrans.

c. The consultant shall have 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.

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.
 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.
 - **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.
 - Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
 - Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of relevant experience.
 - **Cost Proposal:** Provide a structured cost proposal in a separate cost file. The cost file shall include hourly rates of the proposed key personnel, inclusive of all anticipated applicable fees for the types of support described in this RFP.
 - **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.

- **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 containing the following:
 - ✓ Cover letter stating the hourly rates of the proposed key personnel.
 - ✓ The hourly rates will reflect all costs for office overhead, including direct and indirect costs. The fee proposal shall reflect all anticipated fee increases during the contract duration.
- **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 October 23, 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 **October 3, 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: 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 criterion may also be considered even if not specified below.

1. **Project Approach & Methodology -----20 %**
2. **Qualifications & Experience of the Firm -----40 %**
3. **Key Personnel ----30%**
4. **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 an 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 November 18th**, and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The dates are subject to change. The individual(s) from the Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. 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 based on 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

ON-CALL STAFF SUPPORT FOR GENERAL & SPECIALIZED PLANNING SERVICES

Project Context & Goals

The City of Costa Mesa (City), a California general law City, incorporated in 1953, under the laws of the State of California and is run by a council-manager form of government. The City 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 and safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structure; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City’s Economic and Development Services Department seeks to contract with qualified firms that can conduct on-call general and specialized planning services as necessary in support of the Department and the City. The City’s intent is to minimize response time and improve customer service by supplementing in house staff with consultants.

Purpose of RFP

The City is seeking to establish agreements with consultants for on-call general and specialized staffing, planning services, in connection with medium to large development projects as well as key policy projects. From time-to-time Economic and Development Services Department requires additional professional and technical expertise in the following areas:

- General planning, including moderate and large development project management and staffing support;
- Planning review of building permit, including reviewing and document a project’s compliance with Conditions of Approval and CEQA mitigation measures, ongoing site monitoring and inspection until project completion;
- Housing planning and analysis (including expertise on State Density Bonus Law, Affordable Housing Ordinance implementation, Housing Accountability Act and other applicable housing state legislation);
- Long-range planning;
- Economic analysis;
- Historic analysis;
- Transportation and parking demand analysis;
- Geographic Information System (GIS) expertise/support and webpage and technical webpage update support (including widgets and plugins);
- Urban design; and
- Environmental Review analysis expertise, such as reviewing EIRs across multiple projects and/or providing staffing expertise for CEQA questions.

That a portion of the services could be provided either by an individual person or a firm. Each proposer should identify which technical expertise, or combination of technical expertise, for which they wish to be considered. The City will enter into one or more agreements with one or more firms depending on the range of applicants and expertise. It is not necessary that a single individual/firm be able to provide expertise in all identified areas.

Scope of Services

More generally, the City desires a high-level of professionalism and customer services to residents, businesses, contractors and non-profit organizations through continuity of on-call general and specialized planning services. The selected Consultant shall provide on-call general and specialized planning services of residential and non-residential projects, as well as policy initiatives, as requested by the City that fall under the areas of expertise noted in the "Purpose of RFP" section above. Such services shall include:

- Sufficient personnel, time and other resources to deliver on-call services that may arise with short notice, **for a period up to five years.**
- For General and Specialized Services, the Consultant shall
 - Perform for a specified number of hours as directed by the Project Administrator for Complex Development projects.
 - Provide experience in managing complex development projects, both residential and commercial, which may include General Plan Amendments, Rezones, Masterplan Development Permits or Amendments, Specific Plan Conformity Review/Amendments, Conditional Use Permit, Architectural Permits, Tentative Maps, Wireless/RF Emissions studies, etc.
 - Knowledge of California Environmental Quality Act (CEQA), basic planning law, Brown Act and public notice requirements, etc.
- For Specialized Knowledge, the Consultant shall:
 - Provide a specified number of hours as directed by the Project Administrator with specialized knowledge in preparation of housing planning and analysis, economic analysis, historic analysis or urban design principles for public and private projects.
 - Possess the ability to communicate effectively, meet schedules, coordinate activities with multiple parties, work closely and collaboratively with in-house staff and adhere to schedule limitations.
 - Proficiency in preparing for and conducting community meetings, writing staff report with minimal oversight and preparing/making presentations to decision-making bodies.
 - On complex projects, servicing as a liaison to coordinate and monitor responses to requests from the City Manager's Office and/or decision-making bodies, including providing staff guidance and ensuring comprehensive and timely communication.
 - Offering strategic advice and coordination support for long-range planning efforts and specialized project, ensuring alignment with community goals and departmental objectives.

Personnel Qualifications

Consultant shall utilize trained and qualified staff to provide the Services under this Agreement, consistent with the following terms:

- **Standard of Performance:** All employees working directly for the Consultant shall be properly trained and thoroughly experienced in any type of work they perform. The Consultant shall be responsible for the behavior of their employees.
- **Sufficient Personnel:** Consultant shall provide sufficient personnel, time and other resources to deliver on call services that may arise with short notice, for a period of up to five years.
- **Assignment of Personnel:** If requested by the project administrator, the Consultant shall provide a list to the Project Administrator of all employees that perform work for the City. In the event that the City, at any time during the term of the Agreement, desires the reassignment of personnel, Consultant shall reassign such person or persons. Except where mutually agreed upon, such reassignment, shall not affect the Consultant's obligation to timely provide Services under the Agreement.
- **Proximity:** Ability to travel easily to Costa Mesa, if needed, for the purposes of conducting work, meetings, public hearings and/or stakeholders gatherings. If additionally requested, ability to join Zoom and Teams meetings.
- **Evening Meetings:** Capacity to work outside normal business hours such as occasional evening public meetings.

Assignment of Work

The City shall prepare a Purchase Order that includes a scope of work for each individual project request. The Scope shall include a list of required tasks and time frame for deliverables. Typically, tasks will include review of project information, evaluation of potential environmental impacts, and preparation of required documents.

Scopes for individual projects shall be sent to the consultant with a deadline for response. In the response, the consultant will include the staff resources they can commit to the project, estimated timeline and cost for provision of services.

The City will evaluate the proposal, and, if it chooses, accept the proposal and initiate work. Prior to the start of work on Services, the City and Consultant shall establish specific performance measures and expectations to the satisfaction of the City.

APPENDIX B**SAMPLE
PROFESSIONAL SERVICE AGREEMENT****CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of ____, 20__ (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and _____, a [state] [type of corporation] (“Consultant”).

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”), attached hereto as Exhibit “A,” and Consultant’s Response to City’s RFP (the “Response”) attached hereto as Exhibit “B,” both incorporated herein by this reference.

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

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

total compensation shall not exceed _____ Dollars (\$ _____.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

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

three years after completion of the work hereunder.

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

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

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

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

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

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

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

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

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

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

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the

independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF COSTA MESA,
A municipal corporation

[Mayor or City Manager]

Date: _____

CONSULTANT

Signature _____

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Department Director

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

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. 25-08 ON-CALL STAFF SUPPORT FOR GENERAL & SPECIALIZED PLANNING
SERVICES**

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. 25-08 ON-CALL STAFF SUPPORT FOR GENERAL & SPECIALIZED PLANNING SERVICES** at any time after **September 25, 2024**.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer’s representatives have communicated after **September 25, 2024** with a City Councilmember concerning informal **RFP No. 25-08 ON-CALL STAFF SUPPORT FOR GENERAL & SPECIALIZED PLANNING 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** _____

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

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH [REDACTED]**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 4th day of February 2025 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and [REDACTED], a California corporation ("Consultant").

RECITALS

A. City proposes to utilize the services of Consultant as an independent contractor to perform on-call staff support for general and specialized planning services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in 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.

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 on page 6, Section 3 of Exhibit "B," 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 sixty-four (64) months, ending on June 30, 2030, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California.

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

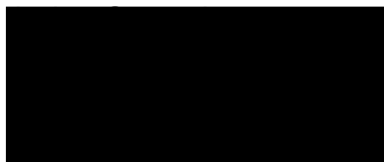
Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

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

IF TO CONSULTANT:



IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5609
Attn: Anna McGill

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 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 negligence of 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 once payment has been received by Consultant. 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: _____

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:

Anna McGill
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Carrie Tai
Economic and Development Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____





CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 25-147

Meeting Date: 2/4/2025

TITLE:

AWARD OF THE GREENVILLE-BANNING CHANNEL HYDRODYNAMIC SEPARATOR (HDS) INSTALLATION PROJECT, CITY PROJECT NO. 25-02

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 and adopt plans, specifications, and working details for the Greenville-Banning Channel Hydrodynamic Separator (HDS) Installation Project, City Project No. 25-02.
2. Award a Public Works Agreement (PWA) for construction to the Zusser Company, Inc., 528 Palisades Drive, Suite 504, Los Angeles, California 90272 in the amount of \$811,750 (base bid and additive bid) and authorize an additional ten percent (10%) contingency, in the amount of \$81,175 for construction, as needed, for any unforeseen costs related to this project.
3. Authorize the City Manager and City Clerk to execute the PWA with the Zusser Company, Inc., and future amendments to the agreements within Council authorized limits.
4. Authorize \$270,280 from the Westside Storm Drain Improvements Project (550022) to supplement the remaining costs of 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:

This project is included in the City's Capital Improvement Program with the title "Placentia Avenue Stormwater Quality Trash Full-Capture System." This trash capture system and stormwater quality

improvement involves the construction of a Hydrodynamic Separator (HDS) unit that would separate trash from stormwater in order to meet National Pollutant Discharge Elimination System (NPDES) requirements. During design of the project, it was determined that the ideal placement of the system would be on the premises of the Costa Mesa Country Club (CMCC), next to the outfall of an existing County of Orange storm drain facility. CMCC is a city-owned golf course facility and was consulted during the design process. The HDS unit is designed for construction on the western boundary of the property.

The storm drain line conveys runoff from a drainage area consisting of various high-priority land uses, such as high-density residential, industrial, commercial, and mixed-urban areas in the local vicinity south of Fairview Park. The HDS unit is intended to capture storm runoff from these high-priority areas and treat the runoff for trash and pollutants before allowing treated stormwater to reach downstream water bodies.

While applying for funding from the Orange County Transportation Authority's (OCTA's) Environmental Cleanup Program (ECP) Tier 1 (Project X) grant, the project was renamed to Greenville-Banning Channel HDS Installation Project. Greenville-Banning Channel, adjacent to the Santa Ana River, receives the stormwater prior to dumping into the ocean.

The contractor will be required to complete all 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 five (5) bids for this project on November 12, 2024. Zusser Company, Inc. (Zusser) is the apparent low bidder with a base bid proposal of \$789,750. The average of the six (6) bids received amounted to \$943,072. The bid abstract for this project is included as Attachment 1.

The license and references for Zusser have been checked and staff has found them to be in good standing.

Zusser has successfully completed similar projects in other cities including the Barnes Park Multi-Benefit Stormwater Capture Project in the City of Baldwin Park, West Hollywood Pan Pacific Western Basin Diversion for the County of Los Angeles Public Works, and the John Anson Ford Park Infiltration Cistern in the City of Bell Gardens.

Upon City Council award of the PWA (Attachment 2), Zusser 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.

ALTERNATIVES:

The City Council could reject all bids, re-advertise, and re-bid the project for construction. However, this alternative is not recommended as staff has determined that it will not result in lower bids and will

delay the project.

FISCAL REVIEW:

This project was approved by City Council during the Fiscal Year 2024-25 Operating and Capital Improvement Budget. Funding for this agreement is available in the OCTA's Environmental Cleanup Program (ECP) Tier 1 (Project X) Measure M2 grant fund (Fund 415) in the amount of \$497,645 and the City's Drainage Fund (Fund 209) in the amount of \$125,000. Staff recommends the City Council authorize an additional transfer of \$270,280 from the Westside Storm Drain Improvements Project (550022) in the Drainage Fund (Fund 209) to supplement the remaining amount.

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.

CONCLUSION:

Staff recommends the City Council:

1. Make a finding of California Environmental Quality Act (CEQA) categorical exemption pursuant to CEQA Guidelines Section 15301 and adopt plans, specifications, and working details for the Greenville-Banning Channel Hydrodynamic Separator (HDS) Installation Project, City Project No. 25-02.
2. Award a Public Works Agreement (PWA) for construction to the Zusser Company, Inc., 528 Palisades Drive, Suite 504, Los Angeles, California 90272 in the amount of \$811,750 (base bid and additive bid) and authorize an additional ten percent (10%) contingency, in the amount of \$81,175 for construction, as needed for any unforeseen costs related to this project.
3. Authorize the City Manager and City Clerk to execute the PWA with the Zusser Company, Inc., and future amendments to the agreements within Council authorized limits.
4. Authorize \$270,280 from the Westside Storm Drain Improvements Project (550022) to supplement the remaining costs of this project.

ATTACHMENT 1

**CITY OF COSTA MESA
PUBLIC WORKS DEPARTMENT
GREENVILLE-BANNING CHANNEL HYDRODYNAMIC SEPARATOR (HDS) INSTALLATION PROJECT,
CITY PROJECT NO. 25-02
BID RESULTS
BID OPENING: NOVEMBER 12, 2024**

<i>Bidder</i>	<i>City</i>	<i>Total Base Bid</i>	<i>Total Base Bid + Alternative Bid</i>
1. ZUSSER COMPANY, INC.	LOS ANGELES	\$789,750.00	\$811,750.00
2. BIG BEN, INC.	IRVINE	\$857,033.00	\$897,814.00
3. HZS ENGINEERING AND CONSTRUCTION	ORANGE	\$957,000.00	\$987,700.00
4. CLARKE CONTRACTING CORPORATION	LAWNDALE	\$1,050,000.00	\$1,184,500.00
5. MATCON GENERAL ENGINEERING, INC.	CORONA	\$1,061,575.00	\$1,081,925.00
AVERAGE		\$943,071.60	\$992,737.80

**CITY OF COSTA MESA
PUBLIC WORKS AGREEMENT FOR
CITY PROJECT NO. 25-02**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated February 4th, 2025 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and ZUSSER 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 installing a hydrodynamic separator (HDS) system off the City's existing 72-inch RCP storm drain that conveys storm water from Placentia Blvd. through the Costa Mesa Golf Course and into the Orange County Flood Control District's ("OCFCD") Fairview Channel ("OCFCD Facility-D04"), (the "Work").

The Work is further described in the "Contract Documents" referred to below.

The Project is known as the Greenville-Banning Channel and Santa Ana River HDS Installation Project, City Project No. 25-02 (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 Elena Polyakova, 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 Eight Hundred Eleven Thousand Seven-Hundred Fifty Dollars (\$811,750.00).

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 Thirty (30) working/calendar days from the first day of commencement

of the Work.

12. TERMINATION.

- (a) Termination for Convenience. CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.
- (b) 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 One Thousand Nine Hundred Dollars (\$1,900.00)/day 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 not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury

or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
 - (1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - (2) Pay on behalf of wording as opposed to reimbursement;
 - (3) Concurrency of effective dates with primary policies;
 - (4) Policies shall "follow form" to underlying primary policies; and
 - (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

- (i) Additional insureds: The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR."
- (ii) Notice: "Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."
- (iii) Other Insurance: "CONTRACTOR's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

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

(d) Insurance Applies Separately. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

(f) Proof of Insurance. Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to City's Risk Management.

(g) Non-Limiting. Nothing in this Paragraph 21 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

22. PREVAILING WAGE REQUIREMENTS.

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

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

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by CONTRACTOR's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any

one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by CONTRACTOR or by any subcontractor(s) of CONTRACTOR, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

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

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

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

23. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

24. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available

to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

25. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

26. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

27. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail, postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Elena Polyakova, Assistant Engineer

Notices required to be given to CONTRACTOR shall be addressed as follows:

Zusser Company, Inc.
528 Palisades Drive, Suite 504
Los Angeles, CA 90272
Attn: Lanisa Sass, President

Notices required to be given to CONTRACTOR's sureties shall be addressed as follows:

Attn: _____

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: _____

Elena Polyakova
Project Manager

Date: _____