



City of Costa Mesa

REGULAR CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AND HOUSING AUTHORITY

Agenda

Tuesday, April 19, 2022

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 virtually via Zoom Webinar. Pursuant to the State of California Assembly Bill 361 (Gov. Code §54953(b)(3)) the City Council Members and staff may choose to participate in person or by video conference.

You may participate via the following options:

1. Attending in person: It is recommended that all persons regardless of vaccination status continue to wear a mask while indoors at City Hall or the Council Chambers.

2. 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/costamesatv).

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

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/98376390419?pwd=dnpFelc5TnU4a3BKWVlyRVZMallZZz09>

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

Enter Webinar ID: 983 7639 0419/ Password: 905283

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

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

Call: 1 669 900 6833 Enter Webinar ID: 983 7639 0419/ Password: 905283

During the Public Comment Period, press *9 to add yourself to the queue and wait for city staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

4. 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.

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

Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. No links to YouTube videos or other streaming services will be accepted, a direct video file will need to be emailed to staff prior to each meeting in order to minimize complications and to play the video without delay. The video must be one of the following formats, .mp4, .mov or .wmv. Only one file may be included per speaker for public comments. Please e-mail to the City Clerk at cityclerk@costamesaca.gov NO LATER THAN 12:00 Noon on the date of the meeting.

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.

The City of Costa Mesa aims to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is currently provided, the Clerks office will attempt to accommodate in a reasonable manner. Note, Closed Captioning is available via the Zoom application. Please contact the City Clerk's office 24 hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible 714-754-5225 or at cityclerk@costamesaca.gov.

El objetivo de la Ciudad de Costa Mesa es cumplir con la ley de Estadounidenses con Discapacidades (ADA) en todos los aspectos. Si como asistente o participante en esta junta, usted necesita asistencia especial, más allá de lo que actualmente se proporciona, la oficina del Secretario de la Ciudad intentara de complacer en una forma razonable. Favor de comunicarse con la oficina del Secretario de la Ciudad con 24 horas de anticipación para informarnos de sus necesidades y determinar si alojamiento es realizable al 714-754-5225 o cityclerk@costamesaca.gov.

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. PUBLIC EMPLOYMENT WORKERS' COMPENSATION CLAIM
Pursuant to California Government Code Section 54956.9 (b)(1)
WCAB NO. ADJ12260822
2. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: City of Costa Mesa v. Ohio House, LLC, a California limited liability corporation; Richard Perlin, Nancy Perlin, Dolores Perlin, and Brandon Stump as individuals, Orange County Superior Court Case No. 30 2018 01006173 CU OR NJC.
3. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Pursuant to California Government Code Section 54956.9 (d)(1)
Name of Case: Katherine Sherouse individually and doing business as Camp Lila v. City of Costa Mesa, et al., United States District Court, Central District of California, Civil Action No. 8:22-cv-00756-JVS-ADSx
4. CONFERENCE WITH LEGAL COUNSEL-INITIATION OF LITIGATION - ONE CASE
Pursuant to California Government Code Section 54956.9(d)(2), Potential Litigation

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

APRIL 19, 2022 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Council Member - District 4

ANDREA MARR
Mayor Pro Tem - District 3

JEFFREY HARLAN
Council Member - District 6

LOREN GAMEROS
Council Member - District 2

ARLIS REYNOLDS
Council Member - District 5

DON HARPER
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

LORI ANN FARRELL HARRISON
City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION - Led by John Begin

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

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS

1. [Proclamation: Armenian Genocide Remembrance](#) [22-662](#)
Attachments: [Armenian Genocide Remembrance](#)
2. [Proclamation: Let's Be Kind Month](#) [22-658](#)
Attachments: [Let's Be Kind Month](#)

-
3. [Proclamation: National Public Safety Telecommunications Week](#) [22-656](#)

Attachments: [Public Safety Telecommunications Week](#)

4. [Proclamation: Arbor Day and Earth Day](#) [22-657](#)

Attachments: [Arbor Day and Earth Day](#)

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Comments are limited to 3 minutes, or as otherwise directed.

Comments on Consent Calendar items may also be heard at this time.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Each council member is limited to 4 minutes. Additional comments will be heard at the end of the meeting.

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

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR (Items 1-6)

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: APPROVE THE READING BY TITLE ONLY 22-598 OF ALL ORDINANCES AND RESOLUTIONS](#)

RECOMMENDATION:

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

2. [READING FOLDER](#) [22-621](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Camp Lila; Sohelia Nasiri.

3. [ADOPTION OF WARRANT RESOLUTION](#) [22-655](#)

RECOMMENDATION:

City Council approve Warrant Resolution No. 2678

Attachments: [Summary Check Registrar Week of 3.28.2022](#)
[Summary Check Registrar Week of 4.4.22](#)

4. [ADOPTION OF A RESOLUTION TO ALLOW MEMBERS OF THE CITY COUNCIL, COMMISSIONS AND COMMITTEES TO PARTICIPATE IN THE MEETINGS REMOTELY, AS NEEDED, DUE TO HEALTH AND SAFETY CONCERNS FOR THE MEMBERS AND THE PUBLIC](#) [22-626](#)

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2022-xx to allow the members of the City Council, Commission, and Committees to participate in the meetings remotely, as needed, via Zoom due to:

- The current State of Emergency and global pandemic, which continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person; and
- Federal, State and/or local officials continue to impose or recommend measures to promote social distancing.

Attachments: [1. Resolution No. 2022-xx](#)

5. SERVICE AGREEMENT AMENDMENTS WITH TYLER 22-654
TECHNOLOGIES AND PARK CONSULTING PERTAINING TO
IMPLEMENTATION OF THE CITY'S LAND MANAGEMENT SYSTEM
(LMS) UPDATE

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager and City Clerk to execute Amendment No. 2 with Tyler Technologies, increasing the total compensation to a not-to-exceed amount of \$1,060,856, in substantially the form as attached and in such final form as approved by the City Attorney.
2. Authorize the City Manager and City Clerk to execute Amendment No. 3 with Park Consulting Group, increasing the total compensation to a not-to-exceed amount of \$393,250.
3. Authorize the City Manager to approve future amendments to the agreement with Park Consulting Group in an amount not-to-exceed \$100,000.

Attachments: [1. Amendment 3 to Tyler Technologies](#)
[2. Amendment 2 to Park Consulting](#)

6. MONTHLY UPDATE OF STRATEGIC PLAN GOALS AND 22-645
OBJECTIVES

RECOMMENDATION:

Staff recommends the City Council approve the April 2022 update to the City of Costa Mesa's Strategic Plan Goals and Objectives.

Attachments: [1. Strategic Objectives Update April 2022](#)

**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. [**PROFESSIONAL SERVICES AGREEMENT FOR COMMERCIAL 22-631
KITCHEN OPERATION AND MEAL SERVICES FOR THE COSTA
MESA BRIDGE SHELTER**](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Bracken's Kitchen, for a term of 1 year with 3 one-year renewal options, in an amount not to exceed \$327,600 annually for commercial kitchen operation and meal services for the Costa Mesa Bridge Shelter.
2. Authorize the City Manager and the City Clerk to execute the agreement and any future amendments to the agreement.

Attachments: [PSA with Bracken's Kitchen](#)

2. [**AWARD OF CONTRACT FOR CITYWIDE LANDSCAPE 22-638
MAINTENANCE SERVICES**](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Maintenance Services Agreement (MSA) with Brightview Landscape Services, Inc. for citywide parks and landscape maintenance services, in an amount not to exceed \$2,364,061 annually, for an initial term of three (3) years with two (2) optional one-year extensions for a total of five years.
2. Approve a 10% contingency annually for irrigation and landscape repairs and other unforeseen costs and approval for Consumer Price Index (CPI) escalation and de-escalation.
3. Authorize the City Manager and City Clerk to execute the MSA and future amendments to the agreement within Council authorized limits with Brightview Landscape Services, Inc.

Attachments: [1. Maintenance Services 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 #: 22-662

Meeting Date: 4/19/2022

TITLE:

Proclamation: Armenian Genocide Remembrance

DEPARTMENT: City Manager's Office



P CITY OF COSTA MESA, CALIFORNIA **roclamation**

WHEREAS, the Armenian Genocide commenced on April 24, 1915 during the Ottoman-era with the targeted arrest, exile, and murder of Armenian religious, civic and business leaders that subsequently spread throughout Anatolia; and

WHEREAS, from 1915 to 1923 more than 1.5 million men, women, and children of Armenian descent, and hundreds of thousands of Assyrians, Greeks, and other Christians were massacred or marched to their deaths in a campaign of systemic extermination and deportation, constituting one of the most atrocious violations of human rights in the history of the world; and

WHEREAS, Orange County is home to thriving Armenian, Assyrian, and Greek communities, many of which are survivors of the Armenian Genocide or their descendants; and

WHEREAS, in Costa Mesa, St. Mary Armenian Apostolic Church is a religious and cultural center for Armenian-Americans living in Orange County which provides a place to gather, learn, worship and to celebrate Armenian history and heritage; and

WHEREAS, the Armenian, Assyrian, and Greek communities continue to enrich Orange County through their leadership in business, academia, medicine, government, religion, and the arts; and

WHEREAS, the County of Orange, State of California, and United States have a proud history of recognizing and condemning the Armenian Genocide, which was first officially recognized by the United States in a written statement to the International Court of Justice in 1951, and followed by United States Joint House Resolutions in 1975 and 1984, and by President Ronald Reagan's Presidential Proclamation in 1981; and

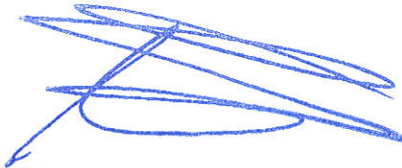
WHEREAS, April 24, 2022 commemorates the 107th anniversary of the Armenian Genocide and is recognized as a day of remembrance across the world.



P CITY OF COSTA MESA, CALIFORNIA Proclamation

NOW, THEREFORE, BE IT RESOLVED, I, John B. Stephens, Mayor of the City of Costa Mesa, hereby recognize the **Armenian Genocide** through official recognition and remembrance, and reject any efforts that would lead to the denial of the Armenian Genocide or any other genocide. I encourage the public to understand the facts of the Armenian Genocide, including the role the United States played in humanitarian relief efforts in the first half of the 20th century.

DATED this 19th day of April, 2022.



John B. Stephens, Mayor of the City of Costa Mesa



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-658

Meeting Date: 4/19/2022

TITLE:

Proclamation: Let's Be Kind Day

DEPARTMENT: City Manager's Office



P CITY OF COSTA MESA, CALIFORNIA **Proclamation**

WHEREAS, in 2018, Rebekah Robeck, a student of Costa Mesa Middle High School, was inspired by simple acts of kindness while living in El Salvador and started Let's Be Kind to create positive impacts in her community; and

WHEREAS, Let's Be Kind promotes a mission to give students the freedom to change their actions to themselves and to one another, giving them the freedom to grow as people in a safe environment; and

WHEREAS, Let's Be Kind demonstrates leadership by creating opportunities to provide purposeful acts of kindness to cultivate a sense of community; and

WHEREAS, kindness calls upon our students, teachers, leaders and community residents to treat each other better to increase self-esteem, empathy, compassion, and support for one another; and

WHEREAS, this month of April, 2022, marks the fifth annual "Let's be Kind" month; and

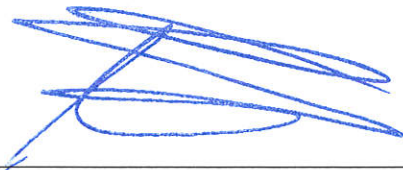
WHEREAS, this year's festivities includes the support and participation of over 20 local organizations and businesses, as well as 20 of our local schools in Costa Mesa and neighboring cities; and

WHEREAS, wearing a Let's Be Kind t-shirt is a pledge to maintain a community of unique, talented, generous people ready to give acts of kindness; and

WHEREAS, Let's Be Kind's vision to bring together our peers embodies the City of Costa Mesa's mission of providing a safe, inclusive, and vibrant community.

NOW, THEREFORE, BE IT RESOLVED, I, John B. Stephens, Mayor of the City of Costa Mesa, hereby proclaim April 2022, as "**Let's Be Kind**" Month. I urge all Costa Mesa residents to recognize and celebrate this month with kind gestures towards others. Kindness is contagious, and we can all participate in our own ways.

DATED this 19th day of April, 2022.



John B. Stephens, Mayor of Costa Mesa



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-656

Meeting Date: 4/19/2022

TITLE:

Proclamation: National Public Safety Telecommunications Week

DEPARTMENT:

[Click or tap here to enter text.](#)



P CITY OF COSTA MESA, CALIFORNIA **Proclamation**

WHEREAS, emergencies can occur at any time that requires police, fire, or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety and effectiveness of our first responders depend on the quality and accuracy of information obtained from citizens who call the City of Costa Mesa Emergency Communications Center; and

WHEREAS, public safety telecommunicators are the first and most critical contact our citizens have with emergency services; and

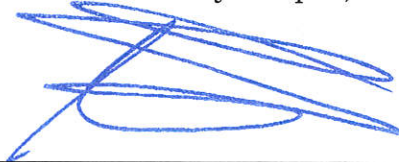
WHEREAS, public safety telecommunicators provide the vital link for our police officers and firefighters by monitoring their activities via radio, providing them information and ensuring their safety; and

WHEREAS, public safety telecommunicators of the City of Costa Mesa have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

NOW, THEREFORE, I, John B. Stephens, Mayor of the City of Costa Mesa, do hereby proclaim the week of April 10-16, 2022, to be **National Public Safety Telecommunications Week** in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

DATED this 19th day of April, 2022.



John B. Stephens, Mayor of the City of Costa Mesa



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-657

Meeting Date: 4/19/2022

TITLE:

Proclamation: Arbor Day and Earth Day

DEPARTMENT: City Manager's Office



CITY OF COSTA MESA, CALIFORNIA

Proclamation

WHEREAS, Earth Day was first celebrated on April 22, 1970, to inspire an appreciation of the natural world through conservation and protection; and

WHEREAS, the annual recognition of this day is an opportunity to demonstrate our commitments to environmental stewardship, including implementing sustainability efforts, promoting emerging green technologies and innovative practices that can restore the world's ecosystem; and

WHEREAS, global challenges continue to grow, such as environmental degradation, climate change, food, and water shortages; and

WHEREAS, the theme for Earth Day 2022 is *Invest In Our Planet*, we commit to a partnership for the planet and pledge to act boldly, innovate broadly, and implement equitably to preserve and protect our health, our families, and our livelihood; and

WHEREAS, after Earth Day, we look to Arbor Day on April 29; both events celebrate our natural environment; and

WHEREAS, Arbor Day is observed on the last Friday in April, was first celebrated in 1872, and was honored with the planting of more than a million trees in Nebraska; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for fires, and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and



CITY OF COSTA MESA, CALIFORNIA

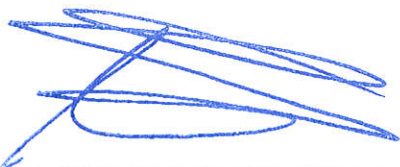
Proclamation

WHEREAS, the City of Costa Mesa has been recognized as a Tree City USA by the Arbor Day Foundation, and

WHEREAS, Earth Day and Arbor Day are annual reminders of the constant need for environmental awareness, stewardship, commitments, and sustainability efforts.

NOW, THEREFORE, I, John Stephens, Mayor of the City of Costa Mesa, do hereby proclaim Friday, April 22, 2022, as **Earth Day** and Friday, April 29, 2022, as **Arbor Day**. I strongly encourage all Costa Mesa residents to join me in supporting green economy initiatives and improving, protecting, and enhancing our local environment.

DATED this 19th day of April, 2022.



John Stephens, Mayor of the City of Costa Mesa



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-598

Meeting Date: 4/19/2022

TITLE:

PROCEDURAL WAIVER: APPROVE THE READING BY TITLE ONLY OF ALL ORDINANCES AND RESOLUTIONS

RECOMMENDATION:

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



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-621

Meeting Date: 4/19/2022

TITLE:

READING FOLDER

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

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Camp Lila; Sohelia Nasiri.



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-655

Meeting Date: 4/19/2022

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: Finance Department

PRESENTED BY: Carol Molina, Finance Director

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

RECOMMENDATION:

City Council approve Warrant Resolution No. 2678

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. 22-07 On Cycle for \$ 2,796,214.68, 22-06 "A" for \$1,244.70 and City operating expenses for \$2,223,660.90

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013108	03/30/22	P	Aaron Davis	0000020908	679.50
			Line Description: CA Trng Offcer Spring Trang The Nozzle Forward		
013109	03/30/22	P	Alicia Defuria	0000029278	780.41
			Line Description: ICI Child Abuse 3/7-3/11/22		
013110	03/30/22	P	Andrew Harris	0000021289	960.00
			Line Description: Chief Office 3B Chief Officer 3A Chief Officer 3C		
013111	03/30/22	P	Carlos Diaz	0000013277	259.00
			Line Description: Sherman Block SLI#2-CD		
013112	03/30/22	P	Christopher Greeley	0000026152	24.00
			Line Description: UAS Basic Pilots Course		
013113	03/30/22	P	Cinnamon Basco	0000018839	310.50
			Line Description: CA Trng Offcer Spring Trang		
013114	03/30/22	P	Donald Soldan	0000018603	379.50
			Line Description: CA Trng Offcer Spring Trang		
013115	03/30/22	P	Eric Molina	0000027834	407.00
			Line Description: Gang Federation Spec Course		
013116	03/30/22	P	Fred McDowell	0000009142	379.50
			Line Description: CA Trng Offcer Spring Trang		

204,341.25 +
23,075.07 +
58,887.36 +
7,264.1 +
977,679.12 +
1,107.43 +
18,447.63 +
1,290,801.96 *

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013117	03/30/22	P	Giovanni La Placa	0000022656	75.00
			Line Description: Replace PR Dir Dep 22-06		
013118	03/30/22	P	Hank Gallegos	0000026587	41.19
			Line Description: UAS Basic Pilots Course		
013119	03/30/22	P	Isaiah Ashby	0000027738	24.00
			Line Description: Active Shooter Response		
013120	03/30/22	P	Jason Chamness	0000014287	500.00
			Line Description: Clothing Allowance Reimb 21-22		
013121	03/30/22	P	John Elliott	0000007490	40.00
			Line Description: Interview & Interrogation		
013122	03/30/22	P	Jonathan Tripp	0000023628	16.00
			Line Description: Street Survival Seminar		
013123	03/30/22	P	Jose Soto	0000029602	407.00
			Line Description: Gang Federation Spec Course		
013124	03/30/22	P	Kristofer Moore	0000025526	16.00
			Line Description: Street Survival Seminar		
013125	03/30/22	P	Mario Garcia	0000008746	241.50
			Line Description: Sherman Block SLI #8-MG		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013126	03/30/22	P	Matthew Selinske	0000006063	407.00
			Line Description: Gang Federation Spec Course		
013127	03/30/22	P	Monte Peters	0000022201	24.00
			Line Description: Internal Affairs		
013128	03/30/22	P	Taylor Voss	0000014832	960.00
			Line Description: Chief Fire Office 3A		
			Chief Fire Officer 3C		
			Chief Fier Office 3B		
013129	03/30/22	P	Vijay Chawla	0000025171	333.00
			Line Description: Chemical Agent Instructor-VC		
013130	03/31/22	P	Albert Spencer	0000004120	763.13
			Line Description: Qtrly Retiree Medical Payment		
013131	03/31/22	P	Allan L. Roeder	0000003720	698.82
			Line Description: Qtrly Retiree Medical Payment		
013132	03/31/22	P	Allen D Huggins	0000002589	1,053.00
			Line Description: Qtrly Retiree Medical Payment		
013133	03/31/22	P	Andres Sepulveda	0000003988	1,053.00
			Line Description: Qtrly Retiree Medical Payment		
013134	03/31/22	P	Andrew Chalkley	0000025404	753.00
			Line Description: Qtrly Retiree Medical Payment		

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013135	03/31/22	P	Ann Shultz	0000006607	660.66
			Line Description: Qtrly Retiree Medical Payment		
013136	03/31/22	P	Arthur V Beames Jr	0000017738	67.33
			Line Description: Qtrly Retiree Medical Payment		
013137	03/31/22	P	Baltazar Mejia	0000023439	1,053.00
			Line Description: Qtrly Retiree Medical Payment		
013138	03/31/22	P	Betty Garcia	0000024432	652.95
			Line Description: Qtrly Retiree Medical Payment		
013139	03/31/22	P	Bobby Y Masuzumi	0000003081	1,053.00
			Line Description: Qtrly Retiree Medical Payment		
013140	03/31/22	P	Brad Edwards	0000022130	1,421.75
			Line Description: Qtrly Retiree Medical Payment		
013141	03/31/22	P	Brian W Roberts	0000006274	698.82
			Line Description: Qtrly Retiree Medical Payment		
013142	03/31/22	P	Bruce Hartley	0000011119	648.00
			Line Description: Qtrly Retiree Medical Payment		
013143	03/31/22	P	Bruce McGregor	0000011206	1,053.00
			Line Description: Qtrly Retiree Medical Payment		
013144	03/31/22	P	Bruce R Ballinger	0000001167	412.37
			Line Description: Qtrly Retiree Medical Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013145	03/31/22	P	Bruce Radomski	0000003742	1,053.00
			Line Description: Qtrly Retiree Medical Payment		
013146	03/31/22	P	Bruce W Covey	0000013041	660.66
			Line Description: Qtrly Retiree Medical Payment		
013147	03/31/22	P	Bryan Glass	0000002342	1,053.00
			Line Description: Qtrly Retiree Medical Payment		
013148	03/31/22	P	Cameron Phillips	0000005875	903.00
			Line Description: Qtrly Retiree Medical Payment		
013149	03/31/22	P	Carl McConnell	0000013933	936.00
			Line Description: Qtrly Retiree Medical Payment		
013150	03/31/22	P	Charles A Bassett	0000011742	698.82
			Line Description: Qtrly Retiree Medical Payment		
013151	03/31/22	P	Charles F Carr	0000006236	865.50
			Line Description: Qtrly Retiree Medical Payment		
013152	03/31/22	P	Charles J Oliver Jr	0000009684	553.05
			Line Description: Qtrly Retiree Medical Payment		
013153	03/31/22	P	Charlotte Bluell	0000008644	698.82
			Line Description: Qtrly Retiree Medical Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013154	03/31/22	P	Cherie M Pittington	0000003641	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013155	03/31/22	P	Cheryl R Helwig	0000006915	393.23
			Line Description: Qtrly Retiree Med Ins Payment		
013156	03/31/22	P	Chris Goldworthy	0000029067	853.05
			Line Description: Qtrly Retiree Med Ins Payment		
013157	03/31/22	P	Christina Powell OBrien	0000016961	355.07
			Line Description: Qtrly Retiree Med Ins Payment		
013158	03/31/22	P	Christopher B Bates	0000001213	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013159	03/31/22	P	Christopher G Walk	0000004450	1,071.00
			Line Description: Qtrly Retiree Med Ins Payment		
013160	03/31/22	P	Christopher J Boyd	0000001363	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013161	03/31/22	P	Christopher K Brimhall	0000001402	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013162	03/31/22	P	Christopher Kudelka	0000005822	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013163	03/31/22	P	Clay G Epperson	0000002141	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013164	03/31/22	P	Corrie Viera	0000019128	436.95
			Line Description: Qtrly Retiree Med Ins Payment		
013165	03/31/22	P	Curt D Yoder	0000004601	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013166	03/31/22	P	D Dennis Johnson	0000011317	546.08
			Line Description: Qtrly Retiree Med Ins Payment		
013167	03/31/22	P	Dale H Ashley	0000010564	584.24
			Line Description: Qtrly Retiree Med Ins Payment		
013168	03/31/22	P	Dale R Birney	0000001277	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013169	03/31/22	P	Dan Stevenson	0000013602	546.08
			Line Description: Qtrly Retiree Med Ins Payment		
013170	03/31/22	P	Dana Potts	0000008186	853.05
			Line Description: Qtrly Retiree Med Ins Payment		
013171	03/31/22	P	Dane Bora	0000001344	1,755.00
			Line Description: Qtrly Retiree Med Ins Payment		
013172	03/31/22	P	Danny Hogue	0000006802	526.95
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013173	03/31/22	P	Darlene Bell	0000005602	125.91
			Line Description: Qtrly Retiree Med Ins Payment		
013174	03/31/22	P	Darrel Raney	0000005800	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013175	03/31/22	P	David A Dye	0000002065	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013176	03/31/22	P	David C Goerke	0000009386	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013177	03/31/22	P	David Hollister	0000021620	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013178	03/31/22	P	David K Makiyama	0000003041	1,003.05
			Line Description: Qtrly Retiree Med Ins Payment		
013179	03/31/22	P	David Maurer	0000007564	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013180	03/31/22	P	David S Andersen	0000001040	903.00
			Line Description: Qtrly Retiree Med Ins Payment		
013181	03/31/22	P	David Sorge	0000004068	319.12
			Line Description: Qtrly Retiree Med Ins Payment		
013182	03/31/22	P	David Tait	0000022487	698.82
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013183	03/31/22	P	Dawna Myers	0000003273	952.95
			Line Description: Qtrly Retiree Med Ins Payment		
013184	03/31/22	P	Deborah Zimmerman	0000023438	853.05
			Line Description: Qtrly Retiree Med Ins Payment		
013185	03/31/22	P	Debra Yasui	0000007276	903.00
			Line Description: Qtrly Retiree Med Ins Payment		
013186	03/31/22	P	Dee Dee H Nelson	0000006575	164.07
			Line Description: Qtrly Retiree Med Ins Payment		
013187	03/31/22	P	Dennis B Sanders	0000003910	256.38
			Line Description: Qtrly Retiree Med Ins Payment		
013188	03/31/22	P	Diane Butler	0000008078	297.78
			Line Description: Qtrly Retiree Med Ins Payment		
013189	03/31/22	P	Diane M Jarrett	0000007645	469.66
			Line Description: Qtrly Retiree Med Ins Payment		
013190	03/31/22	P	Don Holford	0000006025	753.00
			Line Description: Qtrly Retiree Med Ins Payment		
013191	03/31/22	P	Donald B Brown	0000004900	698.82
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013192	03/31/22	P	Doneen J Westenhaver	0000009746	289.60
			Line Description: Qtrly Retiree Med Ins Payment		
013193	03/31/22	P	Donna Fagot	0000013934	20.34
			Line Description: Qtrly Retiree Med Ins Payment		
013194	03/31/22	P	Donna J Theriault	0000005411	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013195	03/31/22	P	Doug Johnson	0000005743	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013196	03/31/22	P	Doug Lovell	0000018477	652.95
			Line Description: Qtrly Retiree Med Ins Payment		
013197	03/31/22	P	Doug Prochnow	0000012127	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013198	03/31/22	P	Douglas Wilson	0000006759	550.41
			Line Description: Qtrly Retiree Med Ins Payment		
013199	03/31/22	P	Edward Dryzmala	0000006686	584.24
			Line Description: Qtrly Retiree Med Ins Payment		
013200	03/31/22	P	Edward H Hunter	0000002597	584.24
			Line Description: Qtrly Retiree Med Ins Payment		
013201	03/31/22	P	Edward Petros	0000003615	622.39
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013202	03/31/22	P	Edward W Lewis	0000002956	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
013203	03/31/22	P	Elaine C Chiang	0000007135	24.41
			Line Description: Qtrly Retiree Med Ins Payment		
013204	03/31/22	P	Ellen M Fenwick	0000023268	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013205	03/31/22	P	Eric Johnson	0000002765	936.00
			Line Description: Qtrly Retiree Med Ins Payment		
013206	03/31/22	P	Eric McVey	0000007918	903.00
			Line Description: Qtrly Retiree Med Ins Payment		
013207	03/31/22	P	Ernesto A Munoz	0000003261	471.12
			Line Description: Qtrly Retiree Med Ins Payment		
013208	03/31/22	P	Florine T Reichle	0000003787	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013209	03/31/22	P	Frederick T Seguin	0000003981	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013210	03/31/22	P	Gaetano Russo	0000019793	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013211	03/31/22	P	Gary D Webster	0000004487	978.00
			Line Description: Qtrly Retiree Med Ins Payment		
013212	03/31/22	P	Gary L Conion	0000001762	498.30
			Line Description: Qtrly Retiree Med Ins Payment		
013213	03/31/22	P	Gary Wong	0000012009	348.56
			Line Description: Qtrly Retiree Med Ins Payment		
013214	03/31/22	P	Gene Barbee	0000001188	606.56
			Line Description: Qtrly Retiree Med Ins Payment		
013215	03/31/22	P	George A Rose	0000007595	952.95
			Line Description: Qtrly Retiree Med Ins Payment		
013216	03/31/22	P	George J Yezbick Jr	0000005045	584.24
			Line Description: Qtrly Retiree Med Ins Payment		
013217	03/31/22	P	George L Lorton	0000002995	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013218	03/31/22	P	Georgia A Ethier	0000002154	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013219	03/31/22	P	Gerald S Vasquez	0000006833	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013220	03/31/22	P	Gerald W Stucky	0000004172	698.82
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013221	03/31/22	P	Gerard J Stukkie	0000004174	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013222	03/31/22	P	Gregg A Steward	0000004159	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013223	03/31/22	P	Gregory Beutz	0000001261	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013224	03/31/22	P	Gregory J Edwards	0000001384	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013225	03/31/22	P	Gregory Knackert	0000017588	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013226	03/31/22	P	Gregory LaFave	0000014549	553.05
			Line Description: Qtrly Retiree Med Ins Payment		
013227	03/31/22	P	Gregory P Scott	0000003963	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013228	03/31/22	P	H Michael Griffin	0000006936	83.37
			Line Description: Qtrly Retiree Med Ins Payment		
013229	03/31/22	P	Harlan Pauley	0000003569	555.59
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: ODP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013230	03/31/22	P	Helen Nenadal	0000022319	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013231	03/31/22	P	Helene Rosenbaum	0000003861	125.91
			Line Description: Qtrly Retiree Med Ins Payment		
013232	03/31/22	P	Herbert C Ohde Jr	0000003399	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013233	03/31/22	P	Holly L Carver	0000001597	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013234	03/31/22	P	Jack D Schuilt	0000003952	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013235	03/31/22	P	Jack Koch	0000002859	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
013236	03/31/22	P	Jack L Archer	0000001062	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013237	03/31/22	P	Jack T Stewart	0000013411	400.05
			Line Description: Qtrly Retiree Med Ins Payment		
013238	03/31/22	P	James C Wysong	0000004594	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013239	03/31/22	P	James D Watson	0000004476	698.82
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013240	03/31/22	P	James E Higgins Jr	0000007687	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013241	03/31/22	P	James M Ellis	0000002107	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013242	03/31/22	P	James M Gottenbos	0000002385	348.56
			Line Description: Qtrly Retiree Med Ins Payment		
013243	03/31/22	P	James Morrison	0000010566	460.59
			Line Description: Qtrly Retiree Med Ins Payment		
013244	03/31/22	P	James N Dibble	0000005626	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
013245	03/31/22	P	James R Wilke Jr	0000004555	528.00
			Line Description: Qtrly Retiree Med Ins Payment		
013246	03/31/22	P	James T Warnack	0000004465	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013247	03/31/22	P	Jana L Cacho	0000010556	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013248	03/31/22	P	Jane Duenweg	0000021556	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013249	03/31/22	P	Jeanette Zangger	0000006655	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013250	03/31/22	P	Jeff B Janzen	0000002735	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013251	03/31/22	P	Jeffery E Skee	0000005410	978.00
			Line Description: Qtrly Retiree Med Ins Payment		
013252	03/31/22	P	Jeffrey J McCann	0000003101	1,003.05
			Line Description: Qtrly Retiree Med Ins Payment		
013253	03/31/22	P	Jeffrey T Peters	0000003608	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013254	03/31/22	P	Jerauld D Holloway	0000002556	678.00
			Line Description: Qtrly Retiree Med Ins Payment		
013255	03/31/22	P	Jerry A Scheer	0000007789	326.43
			Line Description: Qtrly Retiree Med Ins Payment		
013256	03/31/22	P	John Bull	0000003233	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013257	03/31/22	P	John D Hensley	0000013672	316.92
			Line Description: Qtrly Retiree Med Ins Payment		
013258	03/31/22	P	John F Downey	0000009004	436.95
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013259	03/31/22	P	John K Susman	0000006349	460.59
			Line Description: Qtrly Retiree Med Ins Payment		
013260	03/31/22	P	John L Skinner	0000004038	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
013261	03/31/22	P	John S Michalec	0000019250	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013262	03/31/22	P	John W Mullin	0000010568	952.95
			Line Description: Qtrly Retiree Med Ins Payment		
013263	03/31/22	P	Jon B Whitcomb	0000005651	936.00
			Line Description: Qtrly Retiree Med Ins Payment		
013264	03/31/22	P	Jon Doezie	0000009385	853.05
			Line Description: Qtrly Retiree Med Ins Payment		
013265	03/31/22	P	Jose Tovar	0000004283	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
013266	03/31/22	P	Judith G Covey	0000009690	441.01
			Line Description: Qtrly Retiree Med Ins Payment		
013267	03/31/22	P	Judy Vickers	0000007219	553.05
			Line Description: Qtrly Retiree Med Ins Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013268	03/31/22	P	Karen L Adams	0000000899	240.49
			Line Description: Qtrly Retiree Med Ins Payment		
013269	03/31/22	P	Karen S Goettsch	0000013935	660.66
			Line Description: Qtrly Retiree Med Ins Payment		
013270	03/31/22	P	Kathleen Ulrich	0000025407	355.07
			Line Description: Qtrly Retiree Med Ins Payment		
013271	03/31/22	P	Kayoko Hayman	0000005785	526.95
			Line Description: Qtrly Retiree Med Ins Payment		
013272	03/31/22	P	Keith Davis	0000008187	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013273	03/31/22	P	Kelly Vucinic	0000010967	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013274	03/31/22	P	Kenneth J Leake	0000011246	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013275	03/31/22	P	Kevin Diamond	0000001989	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013276	03/31/22	P	Kevin T Meng	0000003133	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013277	03/31/22	P	Kurt Lystne	0000008712	802.95
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013278	03/31/22	P	Lance Nakamoto	0000003280	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013279	03/31/22	P	Larry Bell	0000007802	502.95
			Line Description: Qtrly Retiree Med Ins Payment		
013280	03/31/22	P	Larry Dreiman	0000018972	753.00
			Line Description: Qtrly Retiree Med Ins Payment		
013281	03/31/22	P	Larry G Bersch	0000001251	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
013282	03/31/22	P	Laura Ginther	0000023134	469.66
			Line Description: Qtrly Retiree Med Ins Payment		
013283	03/31/22	P	Lawrence N Hennen	0000002506	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013284	03/31/22	P	Leonard Goodsir	0000002378	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013285	03/31/22	P	Lester H Gogerty III	0000002359	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013286	03/31/22	P	Lily Martinez	0000003071	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013287	03/31/22	P	Linda A Matthews	0000003089	490.50
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013288	03/31/22	P	Linda F Divino	0000009007	149.67
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013289	03/31/22	P	Loren P Wyrick	0000004593	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013290	03/31/22	P	Madeline A Miller	0000003179	546.08
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013291	03/31/22	P	Maher Nawar	0000004714	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013292	03/31/22	P	Mamo D Arruda	0000001081	240.49
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013293	03/31/22	P	Marc Yuhasz	0000004609	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013294	03/31/22	P	Marguerite De La Torre	0000004997	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013295	03/31/22	P	Marie Thompson	0000000038	83.37
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013296	03/31/22	P	Marilyn Golden	0000017028	316.92
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013297	03/31/22	P	Marilyn Guimond	0000015161	201.20
			Line Description: Qtrly Retiree Med Ins Payment		
013298	03/31/22	P	Marilyn K Sutton	0000004201	469.66
			Line Description: Qtrly Retiree Med Ins Payment		
013299	03/31/22	P	Martin P Carver	0000001598	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013300	03/31/22	P	Marty Huguenin	0000002591	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013301	03/31/22	P	Mary R Delaney	0000015807	316.92
			Line Description: Qtrly Retiree Med Ins Payment		
013302	03/31/22	P	Matthew J Collett	0000001720	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
013303	03/31/22	P	Mel Lee	0000010320	853.05
			Line Description: Qtrly Retiree Med Ins Payment		
013304	03/31/22	P	Meloni Smith McMinimy	0000006847	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013305	03/31/22	P	Michael A Cacho	0000001471	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013306	03/31/22	P	Michael A Cohen	0000006586	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013307	03/31/22	P	Michael A Guevara	0000005099	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013308	03/31/22	P	Michael R Balsis	0000009424	553.05
			Line Description: Qtrly Retiree Med Ins Payment		
013309	03/31/22	P	Michael S Fantozzi	0000004715	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013310	03/31/22	P	Michael S Hastert	0000006107	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013311	03/31/22	P	Michael T Dyer	0000002067	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013312	03/31/22	P	Mitchell B Johnson	0000002770	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013313	03/31/22	P	Morris House	0000002578	584.24
			Line Description: Qtrly Retiree Med Ins Payment		
013314	03/31/22	P	Muriel Ullman	0000001244	278.65
			Line Description: Qtrly Retiree Med Ins Payment		
013315	03/31/22	P	Nancy M Croft	0000016184	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013316	03/31/22	P	Norman K Schurb	0000003957	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013317	03/31/22	P	Olivia Ramirez	0000003750	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013318	03/31/22	P	Patricia A Litten	0000002976	211.85
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013319	03/31/22	P	Patricia J Steele	0000014443	393.23
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013320	03/31/22	P	Patty R Brown	0000001423	412.37
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013321	03/31/22	P	Paul Beckman	0000005998	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013322	03/31/22	P	Paul Dondero	0000002023	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013323	03/31/22	P	Paul Moody	0000008766	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013324	03/31/22	P	Paul V Starn	0000010841	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013325	03/31/22	P	Perry L Valantine	0000004384	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013326	03/31/22	P	Peter Czenze	0000013313	685.23
			Line Description: Qtrly Retiree Med Ins Payment		
013327	03/31/22	P	Peter Naghavi	0000007860	584.24
			Line Description: Qtrly Retiree Med Ins Payment		
013328	03/31/22	P	Phil Dickens	0000005801	555.59
			Line Description: Qtrly Retiree Med Ins Payment		
013329	03/31/22	P	Philip Hartman	0000002474	460.59
			Line Description: Qtrly Retiree Med Ins Payment		
013330	03/31/22	P	Philip T Worsman	0000004585	612.88
			Line Description: Qtrly Retiree Med Ins Payment		
013331	03/31/22	P	Phillip R Schmuck	0000003947	215.96
			Line Description: Qtrly Retiree Med Ins Payment		
013332	03/31/22	P	Phyllis Schiel	0000023427	289.60
			Line Description: Qtrly Retiree Med Ins Payment		
013333	03/31/22	P	Randall Buck	0000005730	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013334	03/31/22	P	Randall J Croll	0000013426	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013335	03/31/22	P	Raul Perez	0000012128	319.12
			Line Description: Qtrly Retiree Med Ins Payment		
013336	03/31/22	P	Raymond T Pawloski	0000003572	348.56
			Line Description: Qtrly Retiree Med Ins Payment		
013337	03/31/22	P	Rebekah Tapie	0000004719	240.49
			Line Description: Qtrly Retiree Med Ins Payment		
013338	03/31/22	P	Rene Carrera	0000029400	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013339	03/31/22	P	Renee K Farden	0000016962	469.66
			Line Description: Qtrly Retiree Med Ins Payment		
013340	03/31/22	P	Richard Allum	0000000987	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013341	03/31/22	P	Richard Boucher	0000014716	460.59
			Line Description: Qtrly Retiree Med Ins Payment		
013342	03/31/22	P	Richard J Johnson	0000005620	670.17
			Line Description: Qtrly Retiree Med Ins Payment		
013343	03/31/22	P	Richard Kirkbride	0000007614	97.55
			Line Description: Qtrly Retiree Med Ins Payment		

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013344	03/31/22	P	Richard S Greer	0000002413	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
013345	03/31/22	P	Richard Simons	0000022287	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013346	03/31/22	P	Robert Bork	0000001350	660.66
			Line Description: Qtrly Retiree Med Ins Payment		
013347	03/31/22	P	Robert Crogan	0000001876	324.45
			Line Description: Qtrly Retiree Med Ins Payment		
013348	03/31/22	P	Robert F O'Brien	0000012731	233.69
			Line Description: Qtrly Retiree Med Ins Payment		
013349	03/31/22	P	Robert J Durham	0000006151	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013350	03/31/22	P	Robert J Pesce	0000003604	436.95
			Line Description: Qtrly Retiree Med Ins Payment		
013351	03/31/22	P	Robert Moody	0000003215	777.12
			Line Description: Qtrly Retiree Med Ins Payment		
013352	03/31/22	P	Robert Pignone	0000003634	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013353	03/31/22	P	Robert Sharpnack	0000004004	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
013354	03/31/22	P	Robert Van Sickle	0000004394	698.82
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013355	03/31/22	P	Robert W Reynolds	0000003801	936.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013356	03/31/22	P	Robert W Stinman	0000018058	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013357	03/31/22	P	Robindale Shepherd	0000009851	612.33
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013358	03/31/22	P	Ronald Cloe	0000001693	1,053.00
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013359	03/31/22	P	Ronald J Chamberlin	0000014890	553.05
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013360	03/31/22	P	Ronald P Stone	0000004167	802.95
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013361	03/31/22	P	Ronald Penley	0000024437	502.02
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		
013362	03/31/22	P	Rosemary Dodson	0000012364	431.50
			<i>Line Description:</i> Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013363	03/31/22	P	Rosemary Vidales	0000004418	790.50
			Line Description: Qtrly Retiree Med Ins Payment		
013364	03/31/22	P	Ross E McKelvey	0000009897	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
013365	03/31/22	P	Russell C Parker	0000007435	436.95
			Line Description: Qtrly Retiree Med Ins Payment		
013366	03/31/22	P	Russell J Yankie	0000015036	460.59
			Line Description: Qtrly Retiree Med Ins Payment		
013367	03/31/22	P	Sandi Lishka	0000015808	507.81
			Line Description: Qtrly Retiree Med Ins Payment		
013368	03/31/22	P	Sandra B Benson	0000006459	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013369	03/31/22	P	Scott A May	0000003092	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013370	03/31/22	P	Shawn Brosamer	0000001416	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013371	03/31/22	P	Shawn Leffingwell	0000006331	2,006.10
			Line Description: Qtrly Retiree Med Ins Payment		
013372	03/31/22	P	Stephen G Calles	0000009071	685.23
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013373	03/31/22	P	Stephen R Tiedeman	0000004258	936.00
			Line Description: Qtrly Retiree Med Ins Payment		
013374	03/31/22	P	Stephen Ridgway	0000003815	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013375	03/31/22	P	Steven Labbitt	0000002887	978.00
			Line Description: Qtrly Retiree Med Ins Payment		
013376	03/31/22	P	Stewart C Godshall	0000002355	751.65
			Line Description: Qtrly Retiree Med Ins Payment		
013377	03/31/22	P	Sue Hupp	0000001879	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013378	03/31/22	P	Susan Baldwin	0000010199	202.34
			Line Description: Qtrly Retiree Med Ins Payment		
013379	03/31/22	P	Susan L Larimore	0000002911	316.92
			Line Description: Qtrly Retiree Med Ins Payment		
013380	03/31/22	P	Thanh P Bui	0000005710	594.63
			Line Description: Qtrly Retiree Med Ins Payment		
013381	03/31/22	P	Thomas C Wood	0000004757	393.23
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013382	03/31/22	P	Thomas Clevenger	0000009747	715.50
			Line Description: Qtrly Retiree Med Ins Payment		
013383	03/31/22	P	Thomas J Lazar	0000002925	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
013384	03/31/22	P	Thomas K Coute Sr	0000009384	640.50
			Line Description: Qtrly Retiree Med Ins Payment		
013385	03/31/22	P	Thomas R Caldwell	0000012035	1,015.50
			Line Description: Qtrly Retiree Med Ins Payment		
013386	03/31/22	P	Timothy Schennum	0000003943	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013387	03/31/22	P	Timothy Starn	0000005549	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013388	03/31/22	P	Timothy Sweet	0000015387	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013389	03/31/22	P	Tom A Curtis	0000001898	460.59
			Line Description: Qtrly Retiree Med Ins Payment		
013390	03/31/22	P	Tom G Winter	0000005460	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013391	03/31/22	P	Trudy E Nuzum	0000003379	383.72
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013392	03/31/22	P	Vernon D Hupp	0000002604	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013393	03/31/22	P	Walter M Dill	0000007117	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013394	03/31/22	P	Walter S Silver Jr	0000004026	794.73
			Line Description: Qtrly Retiree Med Ins Payment		
013395	03/31/22	P	Wanda Ayers	0000011741	652.95
			Line Description: Qtrly Retiree Med Ins Payment		
013396	03/31/22	P	Wayne Martin	0000005885	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
013397	03/31/22	P	Wayne Riedmann	0000006022	555.59
			Line Description: Qtrly Retiree Med Ins Payment		
013398	03/31/22	P	Wendell L Maberry	0000003031	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013399	03/31/22	P	Willa Bouwens Killeen	0000014940	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013400	03/31/22	P	William A Folsom	0000021819	436.95
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013401	03/31/22	P	William B Ellwood	0000006789	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
013402	03/31/22	P	William C Taylor	0000004229	202.34
			Line Description: Qtrly Retiree Med Ins Payment		
013403	03/31/22	P	William F McLean	0000013455	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013404	03/31/22	P	William H Bechtel	0000001224	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
013405	03/31/22	P	William J Morris	0000003236	230.72
			Line Description: Qtrly Retiree Med Ins Payment		
013406	03/31/22	P	William L Adams	0000009869	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013407	03/31/22	P	William M Moss	0000003241	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013408	03/31/22	P	William P Redmond	0000003775	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
013409	03/31/22	P	William Raymer	0000003761	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
013410	03/31/22	P	William Verderber	0000005625	407.51
			Line Description: Qtrly Retiree Med Ins Payment		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Mar 29,2022

Run Time 3:34:59 PM

Bank: DDP1

Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
					TOTAL \$211,605.35

End of Report

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013411	03/31/22	P	Alan F Kent	0000006393	2,174.79
			Line Description: 1% Supplemental Pay Apr 22		
013412	03/31/22	P	Beckee Cost	0000016309	946.08
			Line Description: 1% Supplemental Pay Apr 22		
013413	03/31/22	P	Chris Morris	0000007439	2,500.00
			Line Description: Monthly LTD Payment-Apr 22		
013414	03/31/22	P	Danny Hogue	0000006802	1,137.03
			Line Description: 1% Supplemental Pay Apr 22		
013415	03/31/22	P	Darlene Bell	0000005602	580.54
			Line Description: 1% Supplemental Pay Apr 22		
013416	03/31/22	P	David A Dye	0000002065	260.90
			Line Description: 1% Supplemental Pay Apr 22		
013417	03/31/22	P	Edward Dryzmala	0000006686	1,377.28
			Line Description: 1% Supplemental Pay Apr 22		
013418	03/31/22	P	Gale Tuso	0000017460	233.08
			Line Description: 1% Supplemental Pay Apr 22		
013419	03/31/22	P	Gary D Webster	0000004487	1,204.44
			Line Description: 1% Supplemental Pay Apr 22		
013420	03/31/22	P	George J Yezbick Jr	0000005045	1,164.00
			Line Description: 1% Supplemental Pay Apr 22		

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013421	03/31/22	P	Harlan Pauley	0000003569	232.12
			Line Description: 1% Supplemental Pay Apr 22		
013422	03/31/22	P	James M Miller	0000007440	2,500.00
			Line Description: Monthly LTD Payment-Apr 22		
013423	03/31/22	P	Kathleen Zuorski	0000025225	504.52
			Line Description: 1% Supplemental Pay Apr 22		
013424	03/31/22	P	Linda Boylan	0000023340	57.98
			Line Description: 1% Supplemental Pay Apr 22		
013425	03/31/22	P	Matthew J Collett	0000001720	856.58
			Line Description: 1% Supplemental Pay Apr 22		
013426	03/31/22	P	Paul A Cappuccilli	0000007705	1,214.50
			Line Description: 1% Supplemental Pay Apr 22		
013427	03/31/22	P	Phil Dickens	0000005801	511.76
			Line Description: 1% Supplemental Pay Apr 22		
013428	03/31/22	P	Richard J Johnson	0000005620	1,255.66
			Line Description: 1% Supplemental Pay Apr 22		
013429	03/31/22	P	Ted Curry	0000001896	1,037.98
			Line Description: Monthly LTD Payment-Apr 2022		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

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Run Date Mar 29, 2022

Run Time 3:34:12 PM

Bank: DDP1

Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013430	03/31/22	P	Thomas J Lazar	0000002925	1,703.25
<i>Line Description:</i> 1% Supplemental Pay Apr 22					
013431	03/31/22	P	William H Bechtel	0000001224	1,622.58
<i>Line Description:</i> 1% Supplemental Pay Apr 22					
TOTAL					\$23,075.07

End of Report

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236773	03/31/22	P	Antonio Macias	0000021817	1,053.00
			Line Description: Qtrly Retiree Medical Payment		
0236774	03/31/22	P	Barbara Tintle	0000016912	698.82
			Line Description: Qtrly Retiree Medical Payment		
0236775	03/31/22	P	Bonnie Kubota	0000005792	469.66
			Line Description: Qtrly Retiree Medical Payment		
0236776	03/31/22	P	Bradley Whiteaker	0000000341	698.82
			Line Description: Qtrly Retiree Medical Payment		
0236777	03/31/22	P	Burton Santee	0000003920	698.82
			Line Description: Qtrly Retiree Medical Payment		
0236778	03/31/22	P	Chano Camarillo	0000001558	415.21
			Line Description: Qtrly Retiree Medical Payment		
0236779	03/31/22	P	Chris Holmes	0000002557	436.95
			Line Description: Qtrly Retiree Med Ins Payment		
0236780	03/31/22	P	Chris Reed	0000003777	464.23
			Line Description: Qtrly Retiree Med Ins Payment		
0236781	03/31/22	P	Dan Mudra	0000006272	936.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236782	03/31/22	P	David Alkema	0000000970	584.24
			Line Description: Qtrly Retiree Med Ins Payment		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236783	03/31/22	P	Deanna Reed	0000002777	469.66
			Line Description: Qtrly Retiree Med Ins Payment		
0236784	03/31/22	P	Dennis Barton	0000001209	154.56
			Line Description: Qtrly Retiree Med Ins Payment		
0236785	03/31/22	P	Diane J Moore	0000003221	202.34
			Line Description: Qtrly Retiree Med Ins Payment		
0236786	03/31/22	P	Don Boynton	0000015805	377.93
			Line Description: Qtrly Retiree Med Ins Payment		
0236787	03/31/22	P	Eric Engle	0000002128	526.44
			Line Description: Qtrly Retiree Med Ins Payment		
0236788	03/31/22	P	Frank Fantino	0000005635	670.17
			Line Description: Qtrly Retiree Med Ins Payment		
0236789	03/31/22	P	Frank Rudisill	0000003871	633.57
			Line Description: Qtrly Retiree Med Ins Payment		
0236790	03/31/22	P	Frederick Merrill	0000005365	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236791	03/31/22	P	Fredric Wagner	0000004444	1,015.50
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236792	03/31/22	P	Gary Bray	0000005933	633.57
			Line Description: Qtrly Retiree Med Ins Payment		
0236793	03/31/22	P	Gary Golson	0000002370	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
0236794	03/31/22	P	Gary Mc Erlain	0000017407	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236795	03/31/22	P	Gerald Poarch	0000003653	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
0236796	03/31/22	P	Glen Stroud	0000006152	441.01
			Line Description: Qtrly Retiree Med Ins Payment		
0236797	03/31/22	P	Harold Arnold	0000001076	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0236798	03/31/22	P	Harold Newbern	0000013391	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0236799	03/31/22	P	Henry Santo	0000003921	936.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236800	03/31/22	P	James Boucher	0000021818	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236801	03/31/22	P	James Parnell	0000003558	412.37
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236802	03/31/22	P	James Solliday	0000015717	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236803	03/31/22	P	Jeffrey Horn	0000009003	703.05
			Line Description: Qtrly Retiree Med Ins Payment		
0236804	03/31/22	P	John E Fitzpatrick	0000002234	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0236805	03/31/22	P	John Pherrin	0000006031	526.95
			Line Description: Qtrly Retiree Med Ins Payment		
0236806	03/31/22	P	Karin Robinson	0000008079	260.16
			Line Description: Qtrly Retiree Med Ins Payment		
0236807	03/31/22	P	Karl J Verhoef	0000004410	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236808	03/31/22	P	Keith M Jones	0000002776	936.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236809	03/31/22	P	Keith Van Holt	0000007339	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0236810	03/31/22	P	Kenneth Soltis	0000007968	698.82
			Line Description: Qtrly Retiree Med Ins Payment		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236811	03/31/22	P	Kevin Gleason	0000006350	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236812	03/31/22	P	Klaus Straschil	0000004169	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
0236813	03/31/22	P	Larry Arruda	0000001080	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0236814	03/31/22	P	Larry M Hicks	0000002525	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236815	03/31/22	P	Lawrence P Torres	0000004278	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236816	03/31/22	P	Lawrence Stice	0000015806	936.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236817	03/31/22	P	Lou Steiner	0000005965	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0236818	03/31/22	P	Marilyn Ellis-Hollobaugh	0000002108	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
0236819	03/31/22	P	Merton Switzer	0000004204	233.69
			Line Description: Qtrly Retiree Med Ins Payment		
0236820	03/31/22	P	Michael Basso	0000021265	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236821	03/31/22	P	Michael Moran	0000018227	460.59
			Line Description: Qtrly Retiree Med Ins Payment		
0236822	03/31/22	P	Michael Swanson	0000006237	1,015.50
			Line Description: Qtrly Retiree Med Ins Payment		
0236823	03/31/22	P	Michael Treanor	0000006788	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0236824	03/31/22	P	Michael V Ginther	0000002339	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236825	03/31/22	P	Michael W Carver	0000001599	1,003.05
			Line Description: Qtrly Retiree Med Ins Payment		
0236826	03/31/22	P	Mitchell G Phillips	0000004711	853.05
			Line Description: Qtrly Retiree Med Ins Payment		
0236827	03/31/22	P	Neil Leveratt	0000002948	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0236828	03/31/22	P	Pamela S Greene	0000005256	301.76
			Line Description: Qtrly Retiree Med Ins Payment		
0236829	03/31/22	P	Patricia Novack	0000012034	641.53
			Line Description: Qtrly Retiree Med Ins Payment		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236830	03/31/22	P	Perry J Grant	0000008771	641.53
			Line Description: Qtrly Retiree Med Ins Payment		
0236831	03/31/22	P	Peter Merritt	0000005114	633.57
			Line Description: Qtrly Retiree Med Ins Payment		
0236832	03/31/22	P	Peter Tenace	0000007198	202.34
			Line Description: Qtrly Retiree Med Ins Payment		
0236833	03/31/22	P	Robert B Phillips	0000005388	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236834	03/31/22	P	Robert Beauchamp	0000001223	412.37
			Line Description: Qtrly Retiree Med Ins Payment		
0236835	03/31/22	P	Robert Bourdieu	0000021267	660.66
			Line Description: Qtrly Retiree Med Ins Payment		
0236836	03/31/22	P	Robert Ciszek	0000001670	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236837	03/31/22	P	Robert Fate	0000002183	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0236838	03/31/22	P	Robert L Taylor	0000006299	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0236839	03/31/22	P	Roger Neth	0000003312	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236840	03/31/22	P	Ronald A Smith	0000004053	436.95
			Line Description: Qtrly Retiree Med Ins Payment		
0236841	03/31/22	P	Rulon Hatch	0000006012	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0236842	03/31/22	P	Sam Nguyen	0000021573	430.37
			Line Description: Qtrly Retiree Med Ins Payment		
0236843	03/31/22	P	Scott Broussard	0000001420	952.95
			Line Description: Qtrly Retiree Med Ins Payment		
0236844	03/31/22	P	Sheila Maurice	0000003091	202.34
			Line Description: Qtrly Retiree Med Ins Payment		
0236845	03/31/22	P	Stanley Borek	0000001347	278.65
			Line Description: Qtrly Retiree Med Ins Payment		
0236846	03/31/22	P	Steven Feather	0000002187	903.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236847	03/31/22	P	Steven Spielberg	0000004127	753.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236848	03/31/22	P	Teresa Peterson Goerke	0000016963	460.59
			Line Description: Qtrly Retiree Med Ins Payment		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236849	03/31/22	P	Thomas Banks	0000021751	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236850	03/31/22	P	Thomas Hamilton	0000012365	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0236851	03/31/22	P	Thomas MacDuff	0000006064	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0236852	03/31/22	P	Thomas Neth	0000007978	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236853	03/31/22	P	Thomas Stewart	0000006560	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236854	03/31/22	P	Tracy Jones	0000002778	1,053.00
			Line Description: Qtrly Retiree Med Ins Payment		
0236855	03/31/22	P	Ursula Basich	0000022488	507.81
			Line Description: Qtrly Retiree Med Ins Payment		
0236856	03/31/22	P	Ve Tran	0000004296	698.82
			Line Description: Qtrly Retiree Med Ins Payment		
0236857	03/31/22	P	Victor Clift	0000008954	297.78
			Line Description: Qtrly Retiree Med Ins Payment		
0236858	03/31/22	P	Virginia Anderson	0000008307	154.56
			Line Description: Qtrly Retiree Med Ins Payment		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236859	03/31/22	P	William Todd	0000004269	125.91
			Line Description: Qtrly Retiree Med Ins Payment		
0236860	04/01/22	P	AFLAC	0000012253	24,247.00
			Line Description: STD Insurance Premium-Mar 22		
			Accident Insurance Premium-Mar 22		
			Cancer Insurance Premium-Mar 22		
0236861	04/01/22	P	Benefit Coordinators Corp	0000029594	38,683.70
			Line Description: Delta Dental/VSP Prem-Apr 22		
0236862	04/01/22	P	Care Ambulance Service Inc	0000019807	150,125.00
			Line Description: Ambulance Svs 3/16-3/31/22		
			Surge Unit-Feb 2022		
			Ambulance Svs 3/1-3/15/22		
0236863	04/01/22	P	Horizons Construction Co Intl Inc	0000022423	245,313.76
			Line Description: JHSC Prkng Proj#21-05/#700115		
			Retention Payable #700115		
0236864	04/01/22	P	Jami Construction	0000029493	43,480.00
			Line Description: 4th Floor Remodeling Project		
0236865	04/01/22	P	LINA	0000015623	27,033.32
			Line Description: LTD -March 2022		
			Cigna LTD Admin Fee-Feb 22		
			Active Life/AD&D-March 2022		
			Voluntary Life-March 2022		
			Retiree Life-March 2022		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236866	04/01/22	P	Mark Sauer Construction Inc	0000002916	23,985.00
			Line Description: Exterior Adobe wall repair & s		
0236867	04/01/22	P	Mercy House	0000003138	137,664.06
			Line Description: Shelter Ops-Dec 2021		
0236868	04/01/22	P	Onward Engineering	0000003212	19,095.00
			Line Description: Newport Blvd Widening-Feb 2022		
0236869	04/01/22	P	Tarkett USA Inc	0000026857	37,949.76
			Line Description: Carpet Installation-PD		
0236870	04/01/22	P	Z&K Consultants, Inc	0000029416	50,679.00
			Line Description: Hammett Complex Imprv-Feb 2022		
0236871	04/01/22	P	AG Witt, LLC	0000029482	855.00
			Line Description: Cost Recovery Cnsltng 1/1-2/28		
0236872	04/01/22	P	AT & T	0000001107	3,600.32
			Line Description: Snr Cntr Fire Alarm-1/15-2/14/ Snr Cntr Fire Alarm-2/15-3/14/ Snr Cntr Elevator-2/15-3/14/22 Balearic Fax 2/15-3/14/22 Local Usage 2/15-3/14/22 Snr Cntr Fire Alarm-2/13-3/12/ 2310 Placentia-2/19-3/18/22 Red Phone FS#5 2/20-3/19/22 Jack Hammett Complex-2/20-3/19 MetroNet 2/20-3/19/22 DRC Fire Alarm-2/20-3/19/22 Fire Emergency Line-2/20-3/19/ PRI Circuit - 2/20-3/19/22		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Snr Cntr Elevator-2/19-3/18/22 Red Phone FS#3 2/20-3/19/22 Red Phone FS#4 2/20-3/19/22 Red Phone FS#2 2/20-3/19/22 Red Phone FS#6 2/20-3/19/22 FS#1 Fire Alarm-2/13-3/12/22 Red Phone FS#1 2/20-3/19/22		
0236873	04/01/22	P	AT & T	0000001107	64.20
			<i>Line Description:</i> Internet-Fleet 3/15-4/14/22		
0236874	04/01/22	P	AT & T	0000001107	178.75
			<i>Line Description:</i> 911 Cama Trunks-3/14-4/13/22		
0236875	04/01/22	P	Adam Ereth	0000029232	800.00
			<i>Line Description:</i> Planning Comm Mtng-Mar 22 Planning Comm Mtg-Feb 2022		
0236876	04/01/22	P	American Alarm Systems Inc	0000008900	765.00
			<i>Line Description:</i> Security/Fire Alarm 11/1-1/31		
0236877	04/01/22	P	Aramark Correctional Services Inc	0000013108	684.79
			<i>Line Description:</i> Jail Food Svs1/6-1/26/22		
0236878	04/01/22	P	Atlas Planning Solutions	0000026909	4,500.00
			<i>Line Description:</i> LHMP-Feb 22		
0236879	04/01/22	P	BC Traffic Specialist	0000022225	8,663.10
			<i>Line Description:</i> Street Signs and Sheeting		
0236880	04/01/22	P	Bayrich Construction	0000007875	48.13

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Refund Permit BC19-00923		
0236881	04/01/22	P	Beacon Health Options Inc	0000026762	897.25
			<i>Line Description:</i> Employee Assistance Prog-Mar22		
0236882	04/01/22	P	Bee Busters Inc	0000007572	330.00
			<i>Line Description:</i> Bee Colony Abatement Bee Colony Abatement Bee Colony Abatement		
0236883	04/01/22	P	Bound Tree Medical LLC	0000011695	1,735.84
			<i>Line Description:</i> EMS Supplies EMS Supplies		
0236884	04/01/22	P	Byron de Arakal	0000012401	800.00
			<i>Line Description:</i> Planning Comm Mtng-Mar 22 Planning Comm Mtg-Feb 2022		
0236885	04/01/22	P	CBE	0000015149	17.72
			<i>Line Description:</i> Copier Maint 2/5-3/4/22 COPIER MAINT 2/5-3/4/22		
0236886	04/01/22	P	CLEA	0000004754	2,940.00
			<i>Line Description:</i> Police Officers LTD-Apr 22		
0236887	04/01/22	P	Cabco Yellow Inc	0000028576	9,137.70
			<i>Line Description:</i> Med Transporation Svs-Feb 22 Sr Mobility Prog-Feb 22		
0236888	04/01/22	P	Canon Financial Services Inc	0000023241	4,970.34
			<i>Line Description:</i> COPIER LEASE 2/20-3/19/22		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: COPIER LEASE 1/20-2/19/22 COPIER LEASE 1/20-2/19/22 COPIER LEASE 03/20-4/19/22		
0236889	04/01/22	P	Chandler Asset Management	0000022081	4,437.21
			Line Description: Investment Mgmt-Feb 22		
0236890	04/01/22	P	City of Huntington Beach	0000002599	14,160.00
			Line Description: Helicopter Sys-Feb 2022		
0236891	04/01/22	P	City of Newport Beach	0000003327	1,678.12
			Line Description: Shard Traffic Signal Maint		
0236892	04/01/22	P	Commercial Electric Systems Inc	0000023150	980.79
			Line Description: PD-Receiver/Remote/Rollerguid		
0236893	04/01/22	P	Connell Chevrolet	0000001763	815.74
			Line Description: Wiper Trnsmission/Blade-#746		
0236894	04/01/22	P	Costa Mesa Lock & Key	0000001817	165.00
			Line Description: Snr Center Key Copies		
0236895	04/01/22	P	Daniels Tire Service	0000001922	2,373.59
			Line Description: Tires Warehouse Stock		
0236896	04/01/22	P	Darlette Henderson	0000029608	0.50
			Line Description: Refund Citation CM010011677		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236897	04/01/22	P	David Disman	0000029374	48.13
			Line Description: Refund Permit BC19-000974		
0236898	04/01/22	P	David Volz Design	0000004828	10,820.10
			Line Description: Jack Hammet Update Plan		
0236899	04/01/22	P	Dell Computer Corp	0000001962	813.32
			Line Description: Monitor		
0236900	04/01/22	P	Dianne Russell	0000011606	800.00
			Line Description: Planning Comm Mtng-Mar 22		
			Planning Comm Mtg-Feb 2022		
0236901	04/01/22	P	Dixon Resources Unlimited	0000027441	2,905.00
			Line Description: Prkng Consulting Svs-Feb 22		
0236902	04/01/22	P	ECKERSALL LLC	0000025412	665.00
			Line Description: GIS Svs 2/7-2/25/22		
0236903	04/01/22	P	Edgardo Montoya Muldong	0000029607	43.50
			Line Description: Refund Citation CM040012066		
0236904	04/01/22	P	Entenmann Rovin Company	0000002130	226.26
			Line Description: Name Bar		
			Name Bars		
			Retirement Badges		
0236905	04/01/22	P	Five Star Pools	0000026679	48.13
			Line Description: Refund Permit BC19-00919		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236906	04/01/22	P	GHD Inc	0000026356	382.20
			Line Description: Merrimac Bike Facility		
0236907	04/01/22	P	Galls LLC	0000002297	2,396.40
			Line Description: Uniform-Maldonado		
			Safety Vest-Barnes		
			Uniform-Bap		
			Uniform-Nicolas		
			Uniform-Osborne		
0236908	04/01/22	P	General Data Company	0000023334	75.00
			Line Description: Printer Repair		
0236909	04/01/22	P	Hanks Electrical Supplies	0000002445	1,987.29
			Line Description: Electrical Supplies		
			Electrical Supplies		
			Electrical Supplies		
			Electrical Supplies		
			NHCC Lighting		
0236910	04/01/22	P	Interstate Batteries of California Coast	0000002700	256.78
			Line Description: Vehicle & Equipment Batteries		
0236911	04/01/22	P	Irvine Ranch Water District	0000005112	586.71
			Line Description: 220 23rd St 2/8-3/7/22		
			170 Del Mar Ave 2/7-3/8/22		
			2603 Elden Ave 2/7-3/8/22		
			261 Monte Vista 2/8-3/7/22		
			258 Brentwood 2/8-3/7/22		
			308 University Dr 2/9-3/8/22		
			106 Del Mar 2/9-3/8/22		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236912	04/01/22	P	JC Motors	0000020143	1,316.28
			<i>Line Description:</i> Warehouse Stock		
0236913	04/01/22	P	Jeff Bayless Enterprises	0000025351	48.13
			<i>Line Description:</i> Refund Permit BC19-00931		
0236914	04/01/22	P	Jimmy Vivar	0000029412	800.00
			<i>Line Description:</i> Planning Comm Mtg-Feb 2022		
			Planning Comm Mtng-Mar 22		
0236915	04/01/22	P	Jonathan Zich	0000026312	800.00
			<i>Line Description:</i> Planning Comm Mtg-Feb 2022		
			Planning Comm Mtng-Mar 22		
0236916	04/01/22	P	Jose Rojas	0000029411	800.00
			<i>Line Description:</i> Planning Comm Mtg-Feb 2022		
			Planning Comm Mtng-Mar 22		
0236917	04/01/22	P	Justin Time Plumbing	0000029609	500.00
			<i>Line Description:</i> Refund Permit PS22-00347		
0236918	04/01/22	P	KOA Corporation	0000003129	1,507.50
			<i>Line Description:</i> Newport Blvd Rehab Proj		
0236919	04/01/22	P	Kimley Horn & Associates Inc	0000005251	6,891.42
			<i>Line Description:</i> Local Road Safety Plan-Feb 22		
0236920	04/01/22	P	Liberty Manufacturing Inc	0000002502	3,432.06

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Cleaning & Removal of the lead Credit - Lead Removal @ Range		
0236921	04/01/22	P	Linscott Law & Greenspan Engineers Inc	0000010877	2,907.50
			<i>Line Description:</i> 19th St - Wallace TS Design 18th St HAWK TS Design		
0236922	04/01/22	P	Long & Delis	0000029603	26.30
			<i>Line Description:</i> Rfnd Subpoena Dep 001-00352723		
0236923	04/01/22	P	MetLife Legal Plans Inc	0000014707	2,652.00
			<i>Line Description:</i> MetLife Legal-March 2022		
0236924	04/01/22	P	National Data & Surveying Services	0000021249	105.00
			<i>Line Description:</i> Tustin btwn 15th/16th		
0236925	04/01/22	P	Newport Mesa Unified School District	0000003339	839.00
			<i>Line Description:</i> Day Camp Bus Trns-2/23/22 Day Camp Bus Trns-2/25/22 Day Camp Bus Trns-2/24/22		
0236926	04/01/22	P	Orange County Mosquito & Vector Control	0000021750	20.46
			<i>Line Description:</i> 2/1-2/28/22		
0236927	04/01/22	P	Orange County Treasurer Tax Collector	0000003489	11,431.08
			<i>Line Description:</i> Prkng Citation Fees-Feb 22 Radio Repair-Feb 22		
0236928	04/01/22	P	Orion	0000004136	3,301.04
			<i>Line Description:</i> Warehouse Stock		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236929	04/01/22	P	Paragon Subrogation Services Inc	0000029610	824.14
			Line Description: PropertyDamage Stlmnt-10/16/21		
0236930	04/01/22	P	Pinnacle Petroleum, Inc	0000029315	5,982.10
			Line Description: CY-Unleaded Fuel- Credit		
			PD-Unleaded Fuel - Credit		
			PD-Unleaded Fuel		
			CY Unleaded Fuel		
0236931	04/01/22	P	Prado Family Shooting Range	0000017668	800.00
			Line Description: Range Fees - March 2022		
0236932	04/01/22	P	Russell Toler	0000029127	800.00
			Line Description: Planning Comm Mtg-Feb 2022		
			Planning Comm Mtng-Mar 22		
0236933	04/01/22	P	S Gordin Structural Design &	0000014546	548.00
			Line Description: Training Tower - FS#4		
0236934	04/01/22	P	Santa Ana College	0000003752	345.00
			Line Description: Pre-Academy 1/10-1/28/22		
0236935	04/01/22	P	Santa Ana College	0000003752	4,071.00
			Line Description: Basic Acadmey-1/31-7/25/22		
0236936	04/01/22	P	Sharp Electronics Corp	0000015355	95.50
			Line Description: COPIER LEASE 3/1-3/31/22		
			COPIER LEASE3/1-3/31/22		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236937	04/01/22	P	SiteOne Landscape Supply LLC	0000024133	1,056.16
			Line Description: Tech Svc-Irrigation Cntrl		
0236938	04/01/22	P	South Coast Emergency Vehicle Services	0000003643	178.90
			Line Description: Stock-Handle w/Black Knob		
0236939	04/01/22	P	Southern California Edison Company	0000004088	3,508.07
			Line Description: 717 & 721 Jamrd 2/7-3/8/22		
			744 & 721 James 2/7-3/8/22		
			717 James 2/7-3/8/22		
			BCC 2/7-3/8/22		
			567 W 18th 2/7-3/8/22		
			360 Ogle St 2/10-3/13/22		
			782 Shalimar 2/8-3/9/22		
			3191 Redhill 2/9-3/10/22		
			980 Arlington 2/9-3/10/22		
			980 Arlntign 2/7-3/10/22		
			1050 Arlington 2/9-3/10/22		
			1071 Arlinton 2/9-3/10/22		
			2783 Bristol 2/16-3/17/22		
			1256 Adams 2/10-3/13/22		
			3190 Redhill 2/9-3/10/22		
			3190 1/2 Redhill 11/10-2/6/22		
			2293 Canyon 2/7-3/8/22		
			745 W 18th 2/7-3/8/22		
			744 James 2/7-3/8/22		
			740 James 2/7-3/8/22		
			734 James St 2/7-3/8/22		
			711 W 18th 2/7-3/8/22		
			707 W 18th 2/7-3/8/22		
			1940 Placentia 2/7-3/8/22		
			350 Bristol 2/9-3/10/22		
			410 Merrimac 2/10-3/13/22		
			2590 Placentia 2/7-3/8/22		
			2944 Bristol 2/15-3/16/22		
			1040 Paularino 2/16-3/17/22		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 1560 Adams 2/11-3/14/22 2612 Harbor 2/15-3/16/22 152 Baker 2/9-3/10/22 1587 Sunflower 2/8-3/9/22 Arlington Ped 2/9-3/10/22 410 Merimac 2/10-3/13/22 Prez PJK 2/11-3/14/22 401 Broadway 2/15-3/16/22 199 Broadway 2/15-3/16/22		
0236941	04/01/22	P	Sunset Detectives	0000026756	4,800.00
			<i>Line Description:</i> Background Investigations		
0236942	04/01/22	P	TJ Janca Construction Inc	0000015573	4,513.00
			<i>Line Description:</i> Patch & Repair Rubberized Surf		
0236943	04/01/22	P	Tanner Drapkin	0000029605	45.00
			<i>Line Description:</i> Liive Scan Fee Exp Reimb		
0236944	04/01/22	P	Telcom Engineering Group LLC	0000029604	193.21
			<i>Line Description:</i> Refund Permit #BC22-00023		
0236945	04/01/22	P	Time Warner Cable	0000011202	326.96
			<i>Line Description:</i> Internet FS#4-3/13-4/12/22 3175 Airway-Cable-3/9-4/8/22 3175 Airway-Internet-3/10-4/9/		
0236946	04/01/22	P	Townsend Public Affairs Inc	0000021510	6,075.00
			<i>Line Description:</i> Grant Writing/Leg Advoc-Mar22		
0236947	04/01/22	P	US Bank	0000002228	2,820.08
			<i>Line Description:</i> PARS Deduction Chekc 22-05		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236948	04/01/22	P	United Site Services of California Inc	0000015552	48.49
		<i>Line Description:</i>	Del Mar Gardens Hamilton Gardens		
0236949	04/01/22	P	Verizon Wireless	0000008717	3,106.23
		<i>Line Description:</i>	FD Phone Service-2/18-3/17/22 CID Phone Svc-2/18-3/17/22 IT Phone Svc - 2/18-3/17/22 Bldg Phone Svc-2/18-3/17/22 PCS Phone Svc-2/18-3/17/22		
0236950	04/01/22	P	West Coast Fence Co	0000021495	480.00
		<i>Line Description:</i>	Tewinkle AC Drop Bar Repairs		
0236951	04/01/22	P	Wittman Enterprises LLC	0000026639	13,776.00
		<i>Line Description:</i>	Billing Svcs-Feb 2022		
					TOTAL \$1,036,566.48

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Mar 31, 2022

Run Time 11:10:58 AM

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>
0236940	04/01/22	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
<u>TOTAL</u>					<u>0.00</u>

End of Report

Bank: CITY
Cycle: APAY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236952	04/01/22	P	CalPERS Long-Term Care Program	0000006287	147.43
			Line Description: Payroll Deduction Check 2207		
0236953	04/01/22	P	Community Health Charities	0000008015	10.00
			Line Description: Payroll Deduction Check 2207		
0236954	04/01/22	P	County of Orange-Sheriff's Dept	0000003451	200.00
			Line Description: Payroll Deduction Check 2207		
0236955	04/01/22	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction Check 2207		
TOTAL					\$1,107.43

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Mar 31, 2022

Run Time 11:59:27 AM

Bank: DDP1
Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013432	04/01/22	P	Costa Mesa Employees Association	0000006284	3,147.36
			Line Description: Payroll Deduction Check 2207		
013433	04/01/22	P	Costa Mesa Executive Club	0000006286	75.00
			Line Description: Payroll Deduction Check 2207		
013434	04/01/22	P	Costa Mesa Firefighters Association	0000001812	7,800.27
			Line Description: Payroll Deduction Check 2207		
013435	04/01/22	P	Costa Mesa Police Association	0000001819	7,200.00
			Line Description: Payroll Deduction Check 2207		
013436	04/01/22	P	Costa Mesa Police Management Assn	0000005082	225.00
			Line Description: Payroll Deduction Check 2207		
				TOTAL	\$18,447.63

Report ID: CCM2001V

City of Costa Mesa Accounts Payable
CCM VOID CHECK LISTINGPage No. 1
Run Date Apr 06, 2022
Run Time 3:38:33 PMBank: CITY
Cycle: AWKLY

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0236795	4/4/2022	V	Gerald Poarch	0000003653	03/31/22	(412.37)
Line Description: Retiree passed away.						
TOTAL						(\$412.37)

0 * *

412.37-

3,411.09+

87,404.92+

678,021.99+

164,433.31+

003

932,858.94*

End of Report

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013437	04/08/22	P	Alicia Defuria	0000029278	103.20
			Line Description: Interview & Interrogation		
013438	04/08/22	P	Bang Le	0000009383	24.00
			Line Description: Internal Affairs		
013439	04/08/22	P	Crystal Cordero	0000023322	500.00
			Line Description: Clothing Allowance 21-22		
013440	04/08/22	P	Darren Wood	0000001981	40.00
			Line Description: Interview & Interrogation		
013441	04/08/22	P	Dustin Fay	0000027733	80.00
			Line Description: Special Weapons & Tactics		
013442	04/08/22	P	Geren Anders	0000027107	24.00
			Line Description: UAS Basic Pilots Course		
013443	04/08/22	P	Hank Gallegos	0000026587	70.84
			Line Description: Radar Operator		
013444	04/08/22	P	Jaime Chavez	0000029615	97.71
			Line Description: Drug Abuse Recognition		
013445	04/08/22	P	Jason Santos	0000026332	215.74
			Line Description: Special Weapons & Tactics		
013446	04/08/22	P	Jay Kim	0000029617	48.00
			Line Description: Standardized Field Sobriety Test		

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> UAS Basic Pilots Course		
013447	04/08/22	P	Jesse Chartier	0000023836	500.00
			<i>Line Description:</i> Clothing Allowance 21-22		
013448	04/08/22	P	Jose Morales	0000012449	500.00
			<i>Line Description:</i> Clothing Allowance 21-22		
013449	04/08/22	P	Kevin Reddy	0000020597	425.00
			<i>Line Description:</i> Fire Contorl 3B Instructor II		
013450	04/08/22	P	Krystal Aleman	0000026220	262.30
			<i>Line Description:</i> Forensic Supervision		
013451	04/08/22	P	Luis Gomez	0000004237	16.00
			<i>Line Description:</i> Crash Data Retrieval Tool Tech		
013452	04/08/22	P	Luis Robio	0000029613	14.00
			<i>Line Description:</i> PC 832 Laws of Arrest		
013453	04/08/22	P	Mario Garcia	0000008746	190.27
			<i>Line Description:</i> Sherman Block SLI#9-MG		
013454	04/08/22	P	Reena Leffingwell	0000021326	10.53
			<i>Line Description:</i> CCUG Sothern Chapter Mtng		
013455	04/08/22	P	Robert Rueda	0000026050	265.50
			<i>Line Description:</i> Pysical & Chemical Process Lat		

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 3

Run Date Apr 07,2022

Run Time 10:24:04 AM

Bank: DDP1

Cycle: ADIRDP

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
013456	04/08/22	P	Shane Dean	0000029614	24.00
<i>Line Description:</i> Drug Abuse & Recognition					
TOTAL					\$3,411.09

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236956	04/06/22	P	US Bank	0000002228	78,990.16

Line Description: NAHRO Membership
PCS-Motel CDBG-CV Funds
PCS-Prof Dev Conference
PCS-Client Transportation
Late Fees
IT-Laset Jet Printer
IT-Online Mtg Platform
IT-Online Queuing System
IT-Microsoft 365 Subscrptn
IT-Password Mgr Subscrptn
IT-Mtg Conf Platform-1/31-2/16
IT-Computer Tool Kit
IT-Microsoft Surface Docs
IT-Refund Coffee Supplies
IT-Staff Uniforms
IT-Coffee Supplies
IT-Logitech Webcams
IT-Refund Coffee Supplies
IT-NetNanny Renewal
IT-Human Centric Mounts
IT-Malwarebytes Sbscrptn
IT-Dameware Mini Licenses
IT-Windows 10/11 Pro License
CM-LA Times Subscrptn
CM-NY Times Subscription
CM-OC Register Mnthly Sbrcp
CM-Constant Contact Subscrptn
CM-Coffee Supplies
CM-CM Conference Dinner
CM-Dry Clean Tablecloths
CM-Working Lunch Meeting
CM-Santa Suit Dry Cleaning
CM-Refreshments OCME Ck Pres
CM-City Council Mtg Meal
CM-City Council Meeting Meal
CM-ICSC Registration
CM-Face Masks for Council

Bank: CITY
Cycle: AWKLY

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

- CM-ICSC-NY Membership Fee
- CM-Sympathy Flowers-Mayor
- CM-Cert/Proclamation Frames
- CM-EB 22 Latina Emp Spnsrshp
- PS-Emulsion Strainer
- PS-Street Tree Seminar
- PS-USGBC Membership
- PS-CSU SAC CCE Workshop
- PS-Office Supplies
- FI-CSMFO Conference
- FI-Soundbar
- FI-Lodging-CSMFO
- FI-CAPPO Mbrshp-Nguyen
- FI-Envelopes for 1099's
- DS-Ethernet Adapter
- DS-Electric Standing Desk
- DS-Display Port-HDMI Cable
- DS-MMASC Membership
- DS-Mirror for restroom
- DS-Home Underwriting Reg
- DS-CA Bldg Official Mbrshp
- DS-Parking Fee
- DS-Cannabis Portal
- DS-ICSC Membership
- DS-Ntl Comm Dev Thru 6/22
- DS-WA Conf for Grant Admin
- DS-Mitigated Dec Filing Fee
- DS-Notice of Exemp-Proj Homeke
- HR-USPS Certified Mail
- HR-Wellness Class Program
- HR-Standing Desk Converter
- HR-Bilingual Testing
- HR-AALRR Registration
- HR-ID Printer Supplies
- HR-COSIPA Annual Renewal
- HR-Cal Cities Conf Credit
- HR-PARMA Conf Reg
- HR-Job Posting-Asst Planner
- FD-Fog Filter

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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Line Description: FD-Fluid Shipping
 FD-Promotional Items
 FD-Fire Academy Tuition
 FD-Vinyl Decal Down Payment
 FD-Monthly Digitla Image Svs
 FD-Station Supplies Equipment
 FD-Credit 2022 CFPI
 FD-Measuring Wheels
 FD-Rental Car Insurance
 FD-CPSE Training Airfare
 FD-IPad Charger
 PCS-Mardi Gras Supplies
 PCS-CPRS Conference Flight
 PCS-Movie Monday Subscription
 PCS-Snr Grocery Prog Supplies
 PCS-Volunteer Apprec Supplies
 PCS-Airlines Ticket-Prof Dev
 PCS-Spring Event Supplies
 PCS-CPRS Conference Flight
 PCS-Food for Staff
 PCS-Office Supplies
 PCS-Garden Equipment/Supplies
 PCS-Animal Care Supplies
 PCS-Animal Care Equipment
 PCS-CPRS Mbrshp Fee
 PCS-CPRS Conf Reg Fee
 PCS-Special Event Equip
 PCS-Special Event Canopies
 PCS-Special Event Equipment
 PCS-Springfest Event Costume
 FD-Battery
 FD-Water FS #4
 FD-Badge Repair
 FD-Water for FS #2
 FD-Water for FS #5
 FD-Coffee Pot FS #2
 FD-Framing for Admin
 FD-Refreshmane for FS #5
 FD-Flight

Bank: CITY
Cycle: AWKLY

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

- FD-Cal Chief Mtng Lodging
- FD-Command Staff Mtng Food
- FD-Credit Flight Reservation
- FD-Cal Chief Mtng Parking Fee
- FD-Cal Chief Mnt Flight Change
- FD-Cal Chief Mtng Airport Trnp
- PD-Department Cell Phone Case
- PD-SIU Apple Watches/Air Pods
- PD-Department Cell Phone Cases
- PD-Add Ebike Video@Facebook
- PD-Monthly Cloud Storage Fee
- PD-Shipping Fee
- PD-DRII Maintenance Fee
- PD-Cork Board
- PD-Cable Labels
- PD-Recruitment
- PD-SLI Lodging
- PD-Laptop Mouse
- PD-Tuition/SWAT
- PD-American Flag
- PD-Wireless Keyboard
- PD-Honor Guard Manual
- PD-Tuition/Drone Class
- PD-Tuition/SLI Deposit
- PD-Tuition/CCUG Training
- PD-Fred Pryor Trng Mbrshp
- PD-Tuition/Lethal Armorer
- PD-Tuition/Report Writing
- PD-Law Enf Academy Lodging
- PD-SWAT Officers Range Fee
- PD-Tuition/Law Enf Academy
- PD-Disposable Foam Earplugs
- PD-Tuition/Drug Abuse Recog
- PD-Tuition/Internal Affairs
- PD-Tuition/Witness Testimony
- PD-Tuition/K-9 Liability&Prog
- PD-Credit Card Transaction Fee
- PD-Lubricant Cleaner Protectant
- PD-Squeee Bottle Stainless App

Bank: CITY
Cycle: AWKLY

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

- PD-Rifle Case
- PD-Tuition/SLI
- PD-Tuition/Latent Print Class
- PD-Tuition/ForensicSupervision
- PD-Tuition/Interview&Interroga
- PD-Apple Watches/Airpods
- PD-Awards Frames
- PD-Water for Mtng
- PD-Probation Recog Pen
- PD-Air Purifier Filters
- PD-Car Wash
- PD-CAI Chiefs Conf Lodging
- PD-K-9 Bodi Exam
- PD-E-collars
- PD-Euthanasia Training
- PD-CAIAnimal Annual Dues
- PD-Broken Bolt Sniper Rifle
- PCS-MonthlyMovie Streaming Svs
- PCS-TennisCntr Farewell Supply
- PCS-CPRS Conf Flight
- PCS-CPRS Conf Lodging
- PCS-Rec Equi-Teen Center
- PCS-Rec Equip-Teen Center
- PCS-Food/Supplies-Teen Cntr
- PCS-Rec Equip for Teen Center
- PCS-Teen Center Craft Supplies
- PCS-LEAP Prog Supplies
- PCS-LEAP Rec Equipment
- PCS-LEAP Program Supplies
- PCS-LEAP Program Equipment
- PCS-Balearic Cntr Maint Equip
- PCS-Mardi Gras Social Supplies
- PCS-ROCKS Supplies
- PCS-ROCKS Equipment
- PCS-Teen Prog Rec Equipment
- PCS-Youth Sports Rec Equipment
- PCS-ROCKS Supplies
- PCS-ROCKS Promo Items
- PCS-Excursion Toll Fee

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> PCS-Comm Gardens Equipment PCS-Day Camp Rec Equipment PCS-Youth Sports Rec Equip PCS-Teen Prog Rec Equipment PCS-Youth Sports Maint Equip PCS-Youth Sports Rec Equipment PCS-Day Camp Supplies PCS-Day Camp Rec Equipment PCS-Day Camp Excursion Deposit PCS-Pool Deck Equipment PCS-Aquatic Staff Rec Equip PCS-Safety Clothing-Aquatics PCS-Library Lawn Rec Equipment PCS-NHCC Rec Equipment PCS-Returned Emerg Supplies PCS-CPRS Conference PCS-CPRS Membership		
0236959	04/06/22	P	Bound Tree Medical LLC	0000011695	841.51
			<i>Line Description:</i> EMS Supplies EMS Supplies EMS Supplies		
0236960	04/06/22	P	Eagle Print Dynamics	0000026736	1,290.81
			<i>Line Description:</i> Promotional Items		
0236961	04/06/22	P	National Data & Surveying Services	0000021249	1,240.00
			<i>Line Description:</i> Ogle & Santa Ana		
0236962	04/06/22	P	The Good Plant Inc	0000025580	5,042.44
			<i>Line Description:</i> Replacement Plant Material		
					TOTAL \$87,404.92

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236963	04/08/22	P	AP Triton LLC	0000023546	22,002.30
			Line Description: PD Property & Evidence Audit		
0236964	04/08/22	P	Allied Universal Security Services	0000029524	57,342.00
			Line Description: Jail Svs-Feb 2022		
0236965	04/08/22	P	Black Rock Construction Company	0000003627	80,572.45
			Line Description: Retention Payable Proj #400012		
			Alley Rehab Proj #20-20/400012		
0236966	04/08/22	P	Everett Dorey LLP	0000026882	85,149.06
			Line Description: Ohio House-Jan 22		
			Casa Capri-Jan 22		
			Northbound Treatment-Jan 22		
			Insight Psychology-Jan 22		
			SoCal Recovery-Jan 22		
0236967	04/08/22	P	Jas Pacific	0000025875	29,635.00
			Line Description: Bldg Inspctor Svs-Feb 22		
0236968	04/08/22	P	Pinnacle Petroleum, Inc	0000029315	39,606.92
			Line Description: Unleaded Fuel - PD		
			Unleaded Fuel - CY		
0236969	04/08/22	P	Project Hope Alliance	0000027373	41,808.57
			Line Description: PHA CDBG-CV Q3		
0236970	04/08/22	P	Sagecrest Planning & Environmental	0000025748	29,920.00
			Line Description: M Halligan - Feb 2022		
			D Blumenthal - Feb 2022		
			S Zakavand-Feb 2022		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236971	04/08/22	P	Yunex LLC	0000029573	106,638.15
			<i>Line Description:</i> Callout-Jan 2022 Routine Maint-Jan 2022 Pole Knockdown NB/Vanguard Pole Knockdown NB/Mesa Dr Callout-Feb 2022 Routine Maint-Feb 22 Install PPB Foundation Conduit Hit Fairview/Sunflower Callout-Dec 2021 Routine Maint -Dec 2021 Rewire NWC Fairview/Baker Replace GFCI Sunflower/Park Cn Pole Knockdown Placentia/Victo		
0236972	04/08/22	P	AH Accounting LLC	0000029518	11,100.00
			<i>Line Description:</i> Acct Spvsr Temp Svs-Mar 22		
0236973	04/08/22	P	ARC Document Solutions LLC	0000022726	111.52
			<i>Line Description:</i> Council Color Poster		
0236974	04/08/22	P	AT & T	0000001107	704.24
			<i>Line Description:</i> Lions Park Field-2/24-3/23/22 NCC Fire Alarm-2/24-3/23/22 Snr Cntr DSL-2/24-3/23/22 PD DSL Line-2/27-3/26/22 WSS Alarm-2/27-3/26/22		
0236975	04/08/22	P	Agriserve Pest Control Inc	0000025268	600.00
			<i>Line Description:</i> Tree Injections		
0236976	04/08/22	P	All City Management Services Inc	0000009480	5,686.98

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Schl Crsng Guard 2/20-3/5/22		
0236977	04/08/22	P	Allstar Fire Equipment Inc	0000000986	7,255.70
			<i>Line Description:</i> FIREFIGHTING PERSONAL PROTECTI FIREFIGHTING PERSONAL PROTECTI Sales Tax Key Hose Freight		
0236978	04/08/22	P	Aramark Correctional Services Inc	0000013108	326.93
			<i>Line Description:</i> Jail Food Svc 1/27-2/16/22		
0236979	04/08/22	P	Bee Busters Inc	0000007572	110.00
			<i>Line Description:</i> Bee Colony Abatement		
0236980	04/08/22	P	CBE	0000015149	445.54
			<i>Line Description:</i> Copier Maint 2/5-3/4/22		
0236981	04/08/22	P	CDW Government Inc	0000005402	13,911.28
			<i>Line Description:</i> NETMOTION PREMIUM		
0236982	04/08/22	P	City Net	0000029222	4,246.40
			<i>Line Description:</i> Street Outreach-Feb 2022		
0236983	04/08/22	P	Citygate Associates	0000012070	2,186.63
			<i>Line Description:</i> Standard Coverage Assessment		
0236984	04/08/22	P	CoStar Realty Information Inc	0000024413	600.00
			<i>Line Description:</i> March 2022		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236985	04/08/22	P	Costa Mesa Lock & Key	0000001817	1,159.97
		<i>Line Description:</i>	Locksmith Svc Locksmith Svs-Code Enf Park Restrooms Dead Bolts Keys for Bldng Staff		
0236986	04/08/22	P	County of Orange	0000003486	1,129.32
		<i>Line Description:</i>	Teletype Svc-Mar 22		
0236987	04/08/22	P	D & R Office Works Inc	0000029056	6,571.88
		<i>Line Description:</i>	AeraMax Pro AM 4 STand Mount-P AeraMax Pro AM 3 PC Air Purifi AeraMax Pro AM 2 Air Purifier- Sales Tax AeraMax Stand for AM2WP		
0236988	04/08/22	P	Entenmann Rovin Company	0000002130	207.93
		<i>Line Description:</i>	Retirement Badges		
0236989	04/08/22	P	FM Thomas Air Conditioning Inc	0000017151	4,518.58
		<i>Line Description:</i>	HVAC Maint-March 22		
0236990	04/08/22	P	Federal Technology Solutions Inc	0000024174	1,742.02
		<i>Line Description:</i>	CAMERA SYSTEM		
0236991	04/08/22	P	Ferguson Enterprises Inc #1350	0000007785	181.08
		<i>Line Description:</i>	FS#4 Coup & Pipe Tub/Sink Cleaner		
0236992	04/08/22	P	Fire Information Support Services Inc	0000006757	3,325.00
		<i>Line Description:</i>	Consulting		

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0236993	04/08/22	P	Fleet Services Inc	0000002239	894.31
			Line Description: Stock-Tools		
0236994	04/08/22	P	Galls LLC	0000002297	298.84
			Line Description: Uniform-Liffincott		
0236995	04/08/22	P	General Data Company	0000023334	222.53
			Line Description: Printer Repair		
0236996	04/08/22	P	Glenn Lukos & Associates Inc	0000011626	2,183.87
			Line Description: Vernal Pool Restoration Proj		
0236997	04/08/22	P	Grainger	0000002393	279.98
			Line Description: PD-Valve		
0236998	04/08/22	P	Hanks Electrical Supplies	0000002445	183.73
			Line Description: Repay for Generator Electrical Supplies		
0236999	04/08/22	P	Inland Engineering Services Inc	0000029606	2,000.00
			Line Description: Refund Permit PS21-00051		
0237000	04/08/22	P	Interfinish Corporation	0000014766	1,790.00
			Line Description: Media Room Carpet Installation		
0237001	04/08/22	P	Interstate Batteries of California Coast	0000002700	387.93
			Line Description: Vehicle & Equipment Batteries Vehicle & Equipment Batteries		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Credit Returned Batteries		
0237002	04/08/22	P	Joe Mar Polygraph & Investigation	0000027462	675.00
			<i>Line Description:</i> Pre-Emp Polygraph Exam-Jan 22		
0237003	04/08/22	P	John Moon	0000029627	275.00
			<i>Line Description:</i> Refund Business License 30220		
0237004	04/08/22	P	Jones & Mayer	0000014653	8,737.21
			<i>Line Description:</i> #108198-Garten		
			#108201-Lawson		
			#108193-Carrera		
			#108194-Clifton		
			#108195-Corrales		
			#108206-Shalhoub		
			#108197-Donaldson		
			#108192-Casa Capir		
			#108202-NMUSD CEQA		
			#108203-Ohio House		
			#108204-RD x Catalyst		
			#108205-Redhill Lokat		
			#108207-Socal Recovery		
			#108196-DAlessio Invest		
			#108192-440 Fair/1179 NP		
			#108199-H3 Ministres App		
			#108200-Insight Psychology		
0237005	04/08/22	P	KOA Corporation	0000003129	4,137.50
			<i>Line Description:</i> Newport Blvd Rehab Proj-Feb 22		
			Professional Service Agreement		
0237006	04/08/22	P	Kellys Pool Service	0000013443	180.00
			<i>Line Description:</i> DRC Pool Cleaning Svc-Mar 22		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237007	04/08/22	P	Keyser Marston Associates Inc	0000002824	472.50
			Line Description: Housing Authority-Feb 22		
0237008	04/08/22	P	Knorr Systems Inc	0000005036	973.06
			Line Description: DRC Pool Chemical Svs		
			DRC Pool Chemical		
0237009	04/08/22	P	LEFTA Systems	0000023638	3,975.80
			Line Description: LEFTA FTO SOFTWARE SUPPORT		
0237010	04/08/22	P	LineGear Fire & Rescue Equipment	0000026007	149.77
			Line Description: FIRE & RESCUE EQUIPMENT		
0237011	04/08/22	P	MMASC	0000010997	90.00
			Line Description: Membership Renewal-Cathy Hill		
0237012	04/08/22	P	Material Damage Appraisal	0000003084	216.00
			Line Description: Appraisal Fee #3029634		
0237013	04/08/22	P	Merrimac Energy Group	0000021566	11,953.80
			Line Description: Diesel Fuel - FS#1		
			CY Diesel Fuel		
			Diesel Fuel - FS#2		
			Diesel Fuel - FS#5		
0237014	04/08/22	P	New Horizons Computer Learning Center	0000003319	2,595.00
			Line Description: ONLINE TRAINING		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237015	04/08/22	P	Newport Mesa Unified School District	0000003339	133.50
			Line Description: LEAP Transportation-11/8/21		
0237016	04/08/22	P	Nex Tech Systems Inc	0000020700	9,227.94
			Line Description: Shipping Cost		
			Sales Tax 7.75%		
			Two Solar Rectangular Rapid FI		
0237017	04/08/22	P	Nico Hospitality LLC	0000028926	215.98
			Line Description: PD Referral/Homeless Outreach		
			PD Referral/Homeless Outreach		
0237018	04/08/22	P	Norwood Management LLC	0000029243	12,500.00
			Line Description: April 2022		
0237019	04/08/22	P	Olive Vice Consutting	0000029626	100.00
			Line Description: Refund Busines License 62128		
0237020	04/08/22	P	Orange County Chiefs of Police &	0000003427	180.00
			Line Description: Luncheon Mtg-4/13/22		
0237021	04/08/22	P	PatWest LLC	0000029177	7,700.00
			Line Description: W/side Restoration Consult Svc		
0237022	04/08/22	P	Priceless Pet Rescue	0000026000	325.00
			Line Description: Animal Trans Fees-Feb 2022		
0237023	04/08/22	P	Procure America Inc	0000025663	3,093.69
			Line Description: Cost Red Telecomm CH-Nov 21		
			Cost Red Svc Snr Cntr-Dec21		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Cost Red Telecomm CH-Dec21 Cost Red Telecomm CH-Jan 22 Cost Reduct SnrCnt-Jan 2022 Cost Red Snr Cntr-Nov 21		
0237024	04/08/22	P	Prudential Overall Supply	0000025480	675.52
			<i>Line Description:</i> Fleet FI Mat-Feb 2022 Fleet Uniforms-Feb 2022 Parks Uniforms-Feb 2022 Facilities Uniform-Feb 2022 St/Traffic Unifrom-Feb 2022		
0237025	04/08/22	P	Pyxis Water Systems Inc	0000015837	5,000.00
			<i>Line Description:</i> TeWinkle Lakes Maintenance Tewinkle Lakes Maint-March 22		
0237026	04/08/22	P	Rincon Truck Center Inc	0000013236	896.86
			<i>Line Description:</i> Stock-3x6 LED 554 - AC		
0237027	04/08/22	P	SnapLock Industries, Inc	0000029620	2,969.69
			<i>Line Description:</i> NHCC Portable Dance Floor		
0237028	04/08/22	P	Southern California Shredding Inc	0000025605	30.00
			<i>Line Description:</i> HR SHREDDING SVC-3/2022		
0237029	04/08/22	P	Special Services Group LLC	0000004117	3,053.88
			<i>Line Description:</i> Shipping Fee Sales Tax 7.75% Renewal & Upgrade of annual Co		
0237030	04/08/22	P	Spectrum Gas Products	0000012653	614.73

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> FS #6 Cylinder Pickup - FS#4 FS #6 Cylinder Rental FS#2 Cyliner Rental - FS #3 Cylinder Rental - FS#5 Cylinder Rental FS#4		
0237031	04/08/22	P	The Code Group Inc	0000025073	9,227.93
			<i>Line Description:</i> Inspection Svcs-1/30-2/26/22		
0237032	04/08/22	P	Tillmann Forensic Investigation LLC	0000025643	402.00
			<i>Line Description:</i> Fingerprint Svc-Feb 2022		
0237033	04/08/22	P	Time Warner Cable	0000011202	5,087.79
			<i>Line Description:</i> Internet Snr Cntr-3/16-4/15/22 Internet PD Data-3/18-4/17/22 PD Equipment-1/16-2/15/22 PD Equipment 2/16-3/15 HVAC Alarm Basement-3/22-4/21/ NCC Internet NewBldg-3/22-4/21 City Hall Cable-3/22-4/21/22 Internet-CH Data 3/18-4/17/22 Internet City Hall-3/17-4/16/2 3175 Airway-Internet 3/16-4/15		
0237034	04/08/22	P	US Bank	0000002228	3,481.98
			<i>Line Description:</i> PARS Deduction Check 22-07		
0237035	04/08/22	P	Uline	0000010970	146.29
			<i>Line Description:</i> Jail Supplies		
0237036	04/08/22	P	United Rentals Northwest Inc	0000010121	249.69

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Concrete & Mixer		
0237037	04/08/22	P	Verizon Wireless	0000008717	8,208.83
			<i>Line Description:</i> CM Phone Svc-2/18-3/17/22 PD Cell Phones 2/16-3/15/22 FI Phone Svc - 2/18-3/17/22 PS Phone Svc - 2/18-3/17/22		
0237038	04/08/22	P	Verizon Wireless	0000008717	814.22
			<i>Line Description:</i> Broadband Svc- Feb 2022		
0237039	04/08/22	P	Vortex Industries Inc	0000004437	620.00
			<i>Line Description:</i> FS#2 Rolling Door Repair		
0237040	04/08/22	P	Westates	0000004505	197.13
			<i>Line Description:</i> Stamp-Bldng Safety		
0237041	04/08/22	P	Xerox Financial Services	0000010450	902.06
			<i>Line Description:</i> City Clerk Copier-3/3-4/2/22		
0237043	04/08/22	P	Z Supply LLC	0000029625	500.00
			<i>Line Description:</i> Refund Business License #57981		
TOTAL					\$678,021.99

Report ID: CCM2001

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Page No. 1

Run Date Apr 06, 2022

Run Time 5:28:33 PM

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>
0237042	04/06/22	P	Buchalter A Professional Corporation	0000028918	164,433.31
<i>Line Description:</i> Casa Capri Recovery-Feb 22					
SoCal Recovery-Feb 22					
National Therapeutic Svc-Feb22					
TOTAL					\$164,433.31

End of Report

Report ID: CCM20010

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Apr 06, 2022

Run Time 3:38:21 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>
0236957	04/06/22	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
0236958	04/06/22	O	US Bank <i>Line Description: Overflow</i>	0000002228	0.00
<u>TOTAL</u>					<u>0.00</u>

End of Report



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-626

Meeting Date: 4/19/2022

TITLE:

ADOPTION OF A RESOLUTION TO ALLOW MEMBERS OF THE CITY COUNCIL, COMMISSIONS AND COMMITTEES TO PARTICIPATE IN THE MEETINGS REMOTELY, AS NEEDED, DUE TO HEALTH AND SAFETY CONCERNS FOR THE MEMBERS AND THE PUBLIC

DEPARTMENT: CITY MANAGER'S OFFICE/CITY CLERK DIVISION

PRESENTED BY: BRENDA GREEN, CITY CLERK

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

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2022-xx to allow the members of the City Council, Commission, and Committees to participate in the meetings remotely, as needed, via Zoom due to:

- The current State of Emergency and global pandemic, which continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person; and
- Federal, State and/or local officials continue to impose or recommend measures to promote social distancing.

BACKGROUND:

Pursuant to AB 361, the City Council will need to declare every 30 days that the City's legislative bodies and individual members can continue to meet remotely, as needed, in order to ensure the health and safety of the members and the public.

On September 17, 2021 the Governor signed into law AB 361, which allows local legislative bodies to continue to meet remotely, and waive certain posting requirements if:

- The local agency holds a meeting during a declared state of emergency;
- State or local health officials have imposed or recommended measures to promote social distancing; and
- Legislative bodies declare the need to meet remotely due to present risks to the health or safety of all attendees.

ANALYSIS:

The City meets the requirements of AB 361 to continue holding meetings remotely in order to ensure

the health and safety of the members, public and its employees. Both the California Department of Public Health and the County of Orange Public Health Officer have issued recommendations that members of vulnerable populations (such as older adults and those persons with an elevated risk due to certain medical conditions) continue to practice social distancing. The City cannot ensure social distancing requirements are always met inside the Council Chambers and/or Conference Rooms where the City Council, Commissions, and Committees meet, making it difficult for members of these bodies, City staff, and members of the public to consistently socially distance from each other with absolute certainty.

Staff recommends that the City Council adopt the proposed resolution making the required findings that the City Council, Commission and Committee meetings can continue to meet remotely, as needed, pursuant to the requirements of AB 361.

ALTERNATIVES:

City Council may choose not to hold City Council, Commission and Committee meetings remotely via Zoom. The City would then be required to hold all public meetings in-person.

FISCAL REVIEW:

There is no fiscal impact associated with this item.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

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

CONCLUSION:

Staff recommends the City Council adopt Resolution 2022-xx to allow the members of the City Council, Commission, and Committees to participate in the meetings remotely, as needed, via Zoom due to:

- The current State of Emergency and global pandemic, which continues to directly impact the ability of the members of the City's legislative bodies to meet safely in person; and
- Federal, State and/or local officials continue to impose or recommend measures to promote social distancing.

ATTACHMENT 1

RESOLUTION NO. 2022-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO AUTHORIZE THE CONDUCT OF REMOTE “TELEPHONIC” MEETINGS DURING THE STATE OF EMERGENCY

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency;

WHEREAS, on September 17, 2021, Governor Newsom signed AB 361, which bill went into immediate effect as urgency legislation;

WHEREAS, AB 361 added subsection (e) to Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings;

WHEREAS, as of September 19, 2021, the COVID-19 pandemic has killed more than 67,612 Californians;

WHEREAS, social distancing measures decrease the chance of spread of COVID-19;

WHEREAS, this legislative body previously adopted a resolution to authorize this legislative body to conduct remote “telephonic” meetings;

WHEREAS, Government Code 54953(e)(3) authorizes this legislative body to continue to conduct remote “telephonic” meetings provided that it has timely made the findings specified therein.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Costa Mesa does hereby declare that it has reconsidered the circumstances of the state of emergency declared by the Governor and at least one of the following is true: (a) the state of emergency, continues to directly impact the ability of the members of this legislative body to meet safely in person; and/or (2) state or local officials continue to impose or recommend measures to promote social distancing.

ATTACHMENT 1

PASSED AND ADOPTED this __ day of __, 2022.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 2022-xx and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the __ day of __, 2022, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this __ day of __, 2022.

BRENDA GREEN, CITY CLERK



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-654

Meeting Date: 4/19/2022

TITLE:

SERVICE AGREEMENT AMENDMENTS WITH TYLER TECHNOLOGIES AND PARK CONSULTING PERTAINING TO IMPLEMENTATION OF THE CITY'S LAND MANAGEMENT SYSTEM (LMS) UPDATE

DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/PLANNING DIVISION

PRESENTED BY: DANIEL INLOES, ACTING PRINCIPAL PLANNER / ECONOMIC DEVELOPMENT ADMINISTRATOR

**CONTACT INFORMATION: DANIEL INLOES, AICP 714-754-5088;
Daniel.Inloes@costamesaca.gov**

RECOMMENDATION:

Staff recommends the City Council:

1. Authorize the City Manager and City Clerk to execute Amendment No. 2 with Tyler Technologies, increasing the total compensation to a not-to-exceed amount of \$1,060,856, in substantially the form as attached and in such final form as approved by the City Attorney.
2. Authorize the City Manager and City Clerk to execute Amendment No. 3 with Park Consulting Group, increasing the total compensation to a not-to-exceed amount of \$393,250.
3. Authorize the City Manager to approve future amendments to the agreement with Park Consulting Group in an amount not-to-exceed \$100,000.

BACKGROUND:

On October 1, 2019, the City Council approved \$1,974,693 for the City's comprehensive LMS update, including approving a contract with Tyler Technologies for the new Energov software and the associated implementation services. The link to the staff report is provided here: <http://ftp.costamesaca.gov/costamesaca/council/agenda/2019/2019-10-01/NB-2.pdf>. The new LMS software will replace "Permits+", which was originally acquired in 1996 and is antiquated, inefficient, and no longer supported by the vendor.

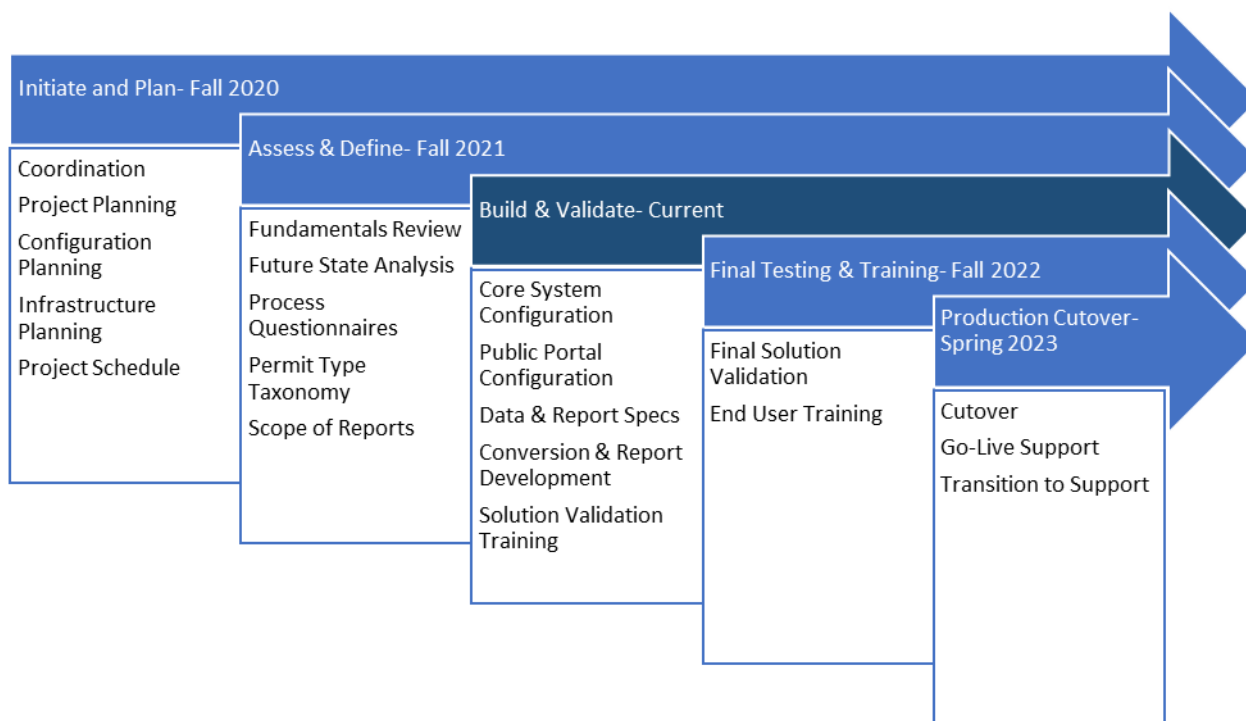
The implementation of the LMS system is a multi-year, multi-departmental effort and will take place in five stages. The City and Tyler Technologies have completed Stages 1 and 2 ("Initiate and Plan" and "Assess and Define"), and are currently advancing through Stage 3 ("Build and Validate"). On its current trajectory, the LMS will "go live" in mid-2023. Refer to Graphic 1 for a summary of the

implementation stages.

While each stage has been the culmination of a substantial amount of work and input from multiple departments, the continual use of in-house staff to build and configure the required workflows, reports, and automations on the agreed upon schedule is not feasible given staffing vacancies and department workload. Therefore, staff is seeking to reallocate specific work items from in-house staff to Tyler Technologies and Park Consulting in order to expedite this important launch and remain on schedule.

Upon completion, the new LMS will provide improved customer service, staff efficiency, and transparency including:

- An integrated City-wide land information system which will serve all departments that process applications, permits, licenses, and citations;
- Data conversion so that all records from multiple databases, from 1998 to the present, will be consolidated and stored in the new system;
- A one-stop shop central data location to store and retrieve all property information in the City, both public and private;
- A spatially-based database, which allows for permits, licenses, etc. to be geocoded and integrated with the City's GIS system;
- A new online permit application portal allowing customers to search the database and track their project status;
- A paperless process with online submittal and electronic plan review, which will be more environmentally-friendly, and time and resource-efficient; and
- Field staff applications that allow for information to be viewed and added in real time, while staff is in the field.

Graphic 1 - General Implementation Summary

ANALYSIS:***Amendment for Tyler Technologies***

The original agreement with Tyler Technologies for the implementation of a new LMS included software, technical services, and administrative expenses totaled \$901,606. The City has already paid the full cost of the software in the amount of \$387,306 and the remaining funds of \$514,300 were allocated to fund a shared-service implementation model based on a time and materials agreement. The City has paid Tyler Technologies for the completion of Stages 1, 2 and part of 3. The proposed amendment of \$159,250 is required to fund the remaining implementation services and project management costs necessary to complete the final stages of the implementation. Staff also is retaining the \$100,000 contingency fund approved in 2019 by City Council to address any future services or software modules needed from Tyler Technologies for implementation.

Amendment for Park Consulting

The current agreement with Park Consulting totals \$99,500 and included limited technical services intended to offset in-house staff time commitments to LMS. A \$293,750 contract amendment is requested to expand Park Consulting's scope to include completion of work for independent technical processes that help process, issue, automate and report the licenses, applications, permits, plan checks, requests, and citations the system will process citywide. This work would have otherwise been completed by in-house City staff in addition to their existing work duties. Additionally, staff seeks to allow for future amendments not to exceed \$100,000 to be approved by the City Manager. These funds would be to cover any additional processes, reports, or automations that are needed to be built by Park Consulting.

ALTERNATIVES:

The City Council could decide not to approve one or both of the proposed contract amendments. However, staff does not recommend this course of action. Such actions would result in the continuation of the current shared service implementation model whereby in-house staff (approximately 40 existing personnel) will be responsible for completing LMS work tasks concurrently with existing workloads. This model will result in significant delays in the LMS launch and additional contract costs with Tyler Technologies due to project delays.

FISCAL REVIEW:

Funding for the above-mentioned agreements and any future amendments are available in the Information Technology Replacement Fund (ITRF), under the FY2021-22 Land Management System (LMS) Project Budget (Project #20086).

LEGAL REVIEW:

The City Attorney's Office has prepared the subject agreement amendments and reviewed and approved this report as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature.

CONCLUSION:

Staff recommends the City Council:

1. Authorize the City Manager and City Clerk to execute Amendment No. 2 with Tyler Technologies, increasing the total compensation to a not-to-exceed amount of \$1,060,856, in substantially the form as attached and in such final form as approved by the City Attorney.
2. Authorize the City Manager and City Clerk to execute Amendment No. 3 with Park Consulting Group, increasing the total compensation to a not-to-exceed amount of \$393,250.
3. Authorize the City Manager to approve future amendments to the agreement with Park Consulting Group in an amount not-to-exceed \$100,000.

**AMENDMENT TWO
TO TYLER TECHNOLOGIES, INC. LICENSE AND SERVICES AGREEMENT**

THIS AMENDMENT TWO TO TYLER TECHNOLOGIES, INC. LICENSE AND SERVICES AGREEMENT ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Costa Mesa, with offices at 77 Fair Drive, Costa Mesa, CA 92626 ("Client").

WHEREAS, Tyler and the Client are parties to a License and Services Agreement dated October 30, 2019 relating to the acquisition and implementation of a new land management system for the Client ("Agreement"); and

WHEREAS, Tyler and Client amended certain terms of the Agreement through Amendment One to the Agreement, which Amendment One was effective as of May 4, 2020; and

WHEREAS, the extension of stages 1 and 2 of the project significantly exceeded budgeted hours; and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement to provide for the additional time, hours and compensation needed to complete the final stages of the project.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

- Exhibit A (Investment Summary), EnerGov Professional Services, is hereby amended to reflect the following changes to the Professional Implementation Services and Professional Management Services line items:

Description	Hours/Units	Unit Price	Extended Price
Professional Implementation Services	1,972	\$175.00	\$345,100.00
Professional Management Services	664	\$175.00	\$116,200.00

- Exhibit A (Investment Summary), EnerGov Professional Services, is hereby amended to reflect the following total:

TOTAL: \$639,550.00

- Exhibit A (Investment Summary), Summary, is hereby amended as follows:

Summary	One-Time Fees	Recurring Fees
Total SaaS	\$0.00	\$17,608.00
Total Tyler Software	\$487,306.00	\$118,092.00
Total Tyler Services	\$639,550.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Contract Summary Total	\$1,026,856.00	\$135,700.00
Estimated Travel Expenses	\$34,000.00	
Contract Total	\$1,060,856.00	

Recurring Fees	
Year 1	\$17,608.00
Year 2	\$142,485.00
Year 3	\$149,609.00

4. Exhibit E (Statement of Work), Section 1.3, is hereby amended as follows:

Initiate & Plan	October 2019 – November 2020
Assess & Define	November 2020 – December 2021
Build & Validate	December 2021 – December 2022
Final Testing & Training	December 2022 – November April 2023
Production Cutover (Go Live)	April 2023 – May 2023
Closure	June 2023

5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

TYLER TECHNOLOGIES, INC.

CITY OF COSTA MESA, CA

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

**AMENDMENT NUMBER THREE
TO PROFESSIONAL SERVICES AGREEMENT
WITH
PARK CONSULTING GROUP, INC.**

THIS AMENDMENT NUMBER THREE ("Amendment") is made and entered into this 19th day of April, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and PARK CONSULTING GROUP, INC., a California corporation ("Consultant").

WHEREAS, City and Consultant entered into an agreement dated September 24, 2021 for Consultant to provide consulting services (the "Agreement"); and

WHEREAS, City and Consultant amended Consultant's maximum annual compensation through Amendment Number One to the Agreement, dated December 13, 2021; and

WHEREAS, City and Consultant amended the Scope of Services and increased Consultant's maximum annual compensation through Amendment Number Two to the Agreement, dated March 21, 2022; and

WHEREAS, City and Consultant now desire to amend the Scope of Services to include the additional services set forth in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, City desires to amend the Agreement to reflect that Consultant's maximum compensation shall not exceed Three Hundred Ninety-Three Thousand Two Hundred Fifty Dollars (\$393,250.00); and

WHEREAS, City and Consultant desire to amend Section 4.1 of the Agreement as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Scope of Services shall be amended to include the additional services set forth in Exhibit A. City agrees to pay Consultant for such additional services in accordance with the fee schedules set forth in Exhibit A.
2. Section 2.1 of the Agreement shall be amended to read as follows:
 - 2.1. Compensation. Consultant's total compensation shall not exceed Three Hundred Ninety-Three Thousand Two Hundred Fifty Dollars (\$393,250.00).
3. Section 4.1 of the Agreement shall be amended to read as follows:
 - 4.1. Term. This Agreement shall commence on the Effective Date and continue through December 31, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

5. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.
6. This Amendment 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.

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

CITY OF COSTA MESA

City Manager

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Economic and Development Services
Director

Date: _____

APPROVED AS TO PURCHASING:

Finance Director

Date: _____

EXHIBIT A
ADDITIONAL SERVICES

SCOPE OF SERVICES AND COST PROPOSAL

The following is Park Consulting Group's (PCG) proposed approach of the consulting services needed to support the City of Costa Mesa for the LMS Implementation Project – Sprint 4 Back-Office Configuration, Reports and Forms Design and Development, and Automations (I/O) Configuration:

SPRINT 4 BACK-OFFICE CONFIGURATION:

A. Park Consulting Group is responsible for the following tasks related to the completion of configuration and development detailed in Attachment 1:

- PCG will be responsible for the configuration of the Business Process Tracker items identified in Attachment 1, from the Tyler Tech EnerGov Project Sharepoint Site – Business Process Tracker. The original (first) 'Final-signed' Business Process Questionnaire .pdf attachments for each Business Process Tracker item will be the sole reference source for the configuration. Configuration will be performed in EnerGov v2021.
- PCG will facilitate reviews with the City's functional leads who are responsible to validate configuration that matches the Business Process Questionnaires and exiting configuration guide, Configuration Standardization Guide_vk20220314.docx, which itemizes some configurations already implemented within previous sprints and necessary for consistency or proper configuration.
- PCG will resolve configuration corrections identified by the City's functional leads based on non-matching configuration in comparison to the Questionnaires.
- PCG will facilitate reviews for correction validation with the City's functional leads who are responsible to validate configuration that matches the Business Process Questionnaires.
- PCG will provide a lead functional consultant for the project along with an additional functional consultant in order to achieve on-time delivery of milestones in Section C.

B. Key Assumptions

- City will provide a primary project contact available daily throughout the duration of services to successfully deliver PCG services. If the primary project contact is not available for a particular day, a back-up will be provided by the City.
- City will provide process leads and subject matter experts to serve as project team members that are sufficiently available throughout the duration of services to successfully deliver PCG services in a timely, efficient, and productive manner.
- In order to meet timelines, City SMEs will answer questions and provide feedback and

responses in a timely manner (within 2 business days).

- City estimates PCG should have the full ability to deliver the project remotely with no on-site visits and/ or incurred travel costs. If travel is required, PCG will seek approval from the City on travel expense reimbursement.
- Remote access and full system administrator access to EnerGov will be needed upon the start of work. This includes, and is not limited to, access to VPN/virtual desktop logins, Google Chrome and Internet Explorer, EnerGov Application, EnerGov Application Server, EnerGov Services Server, EnerGov Database and DB Server, and Tyler Tech Project Sharepoint.
- Configuration will be performed based on approved Business Process Questionnaires (in scope inventory provided in Attachment 1). If any changes are required or requested beyond the documentation in the Business Process Questionnaires, City will be responsible to track these as change requests. PCG may provide configuration changes based on the hourly rates provided in Section C. Hourly work must be approved by City's project manager in advance.
- Excluded sections of Business Process Questionnaires for configuration:
 - Automations Section – Excludes automations and georules configuration.
 - Reports Section – Excludes reports / forms development.
 - CSS Configuration – Excludes CSS or online-related configuration. This includes, and is not limited to: CSS Admin Case Type Creation, Online Custom Field Layouts, CSS Electronic Signatures, etc.
- Unconfigurable items - Business Process Questionnaires are based on the EnerGov system available at the time of PCG's configuration work and will have the ability to enable the functionality as specified in the Business Process Questionnaires. Any functionality that is not able to be configured and/or results in system errors will be excluded as required for milestone sign-off.
- Incomplete specifications - Business Process Questionnaires are complete and configurable by the City and Tyler Tech. Any gaps in specifications that prevent configuration completion will be excluded as required for milestone sign-off.
- Conflicting Configuration Work – Tyler Tech and City activities in the EnerGov system will not conflict with the PCG's configuration work. Any rework created by conflicting configuration work, such-as updates/ changes/ overwriting, will exclude the applicable Business Process components as required for milestone sign-off. The City may request rework to be completed by PCG based on the hourly rates provided in Section C.
- Dependent Global Configuration and Sprint 1 & 2 Configuration - The City and Tyler Tech are responsible for the configuration and setup of global configuration listed in

Client Questionnaire Results > Department = All Department and the planned Sprint 1 & Business Processes (provided on Feb 24, 2022). Global Configuration and Sprint 1 & 2 configuration that the Business Process Questionnaires are dependent on will be complete by the time PCG begins configuration activities. Any gaps in required configuration that prevent PCG's configuration completion will be excluded as required for milestone sign-off.

- Existing Configuration Clean-up – PCG will not be responsible for clean-up of existing configuration created by Tyler Tech or the City to complete configuration work. The City may request clean-up to be completed by PCG based on the hourly rates provided in Section C.
- Milestone schedule – The following 'Sprint' schedule provided by the City, in agreement with Tyler Tech, is based on the current project timeline. Fixed-price compensation is based on the Sprint schedule. If start dates and/or end dates of Sprints are adjusted by the City or Tyler Tech, a change order and additional compensation will be required to continue to secure PCG resources through the adjusted duration of the Sprint schedule.

Sprint	Start Date	End Date
Sprint 3	03/21/22	04/29/22
Sprint 4	05/02/22	06/17/22
Sprint 5	06/20/22	08/04/22
Sprint 6	08/05/22	09/23/22

- PCG will provide up to 2 hours review configuration with functional leads for each unique process. All taxonomies are included within the 2 hours for each unique configured process.
- Status meetings will be scheduled on an ad-hoc basis with the City as configuration progress is made. PCG will not be required to attend Tyler Tech meetings and other project meetings.
- PCG will proceed with this scope of work after Sprint 3 back-office configuration process items are completed.

C. Total not-to-exceed budget and duration of services:

- Total Not to Exceed: \$79,000
- Duration of Services: April 19, 2022 – June 30, 2022
- PCG's services are proposed with a fixed-price compensation approach tied to the following/ milestones and deliverables. Each will be billed based on the back-office configuration completion of the following processes:

Milestones	ID	Process Name	Amount
Milestone 1	35	City Projects_Planning	\$19,750
	31	Appeal_Planning	
	11	Banner Permit_Planning	
Milestone 2	40	Screenings_Planning	\$19,750
	30	Antenna_Planning	
	9	Group Home Permit_Code	
	21	Public Entertainment Permit_Code Enforcement	
Milestone 3	15	CIP_Engineering	\$19,750
	27	Subdivision Map_Engineering	
	28	Vacation-Abandonment Right-of-Way_Engineering	
	29	WQMP_Engineering	
Milestone 4	16	Construction Permit_Fire	\$19,750
	24	SingleEventPermit_Fire	
	6	Film Permit_Transportation	
TOTAL AMOUNT			\$79,000

*Cancellation of initiated milestones will result in full payment amount of the initiated milestone.

- Park Consulting Group provides a broad range of Building and Permitting System implementation, advisory, and development services. City may request additional services outside of the scope of services and will be considered based on the established hourly rates below:

PCG Resources		2022-23 Rates
LMS Configuration & Report Development	LMS Principal Consultant	\$225/ hour
	LMS Lead Functional Consultant	\$195/ hour
	LMS Functional / Configuration Consultant	\$175/ hour
	Reports / Stored Procedure Developer	\$175/ hour
GIS	GIS Principal Consultant	\$195/ hour
	GIS Senior Consultant	\$175/ hour
	GIS Consultant	\$150/ hour
Server/ Network	Server/ Network Principal Consultant	\$195/ hour
	Server/ Network Consultant	\$175/ hour
	Server/ Network Technician	\$150/ hour

ATTACHMENT 1

Business Process Tracker - Configuration Inventory

PCG will be responsible for the completion of the following Business Process Tracker items identified in the Tyler Tech EnerGov Project Sharepoint Site – Business Process Tracker. The original (first) 'Final-signed' .pdf attachment will be the reference source for the configuration.

ID	Process Name	Division
35	City Projects_Planning	Planning
31	Appeal_Planning	Planning
11	Banner Permit_Planning	Planning
40	Screenings_Planning	Planning
30	Antenna_Planning	Planning
9	Group Home Permit_Code	Code Enf
21	Public Entertainment Permit_Code Enforcement	Code Enf
15	CIP_Engineering	Engineering
27	Subdivison Map_Engineering	Engineering
28	Vacation-Abandonment Right-of-Way_Engineering	Engineering
29	WQMP_Engineering	Engineering
16	Construction Permit_Fire	Fire
24	SingleEventPermit_Fire	Fire
6	Film Permit_Transportation	Transportation

REPORTS & FORMS DEVELOPMENT:

Duration of services: April 1, 2022 – December 31, 2024

D. Park Consulting Group will provide the City of Costa Mesa with the services associated with the City's EnerGov implementation project such as those listed below:

Reports and Forms Design and Development:

- Provide report and form development services to design, develop, and deploy City-assigned non-standard forms and statistical reports generated from EnerGov. List of reports to be delivered are provided in Attachment 2.
- Reports and Forms will be developed with SSRS unless City approves the use of Crystal Reports.
- Park Consulting Group will own and perform the following services related to reports and forms design and development:
 - Review specifications document and provide feedback as required to ensure requirements are fully understood for development
 - Design and develop templates required for reports and forms (the City may have the opportunity to design and develop templates to conserve hours for PCG report and form development. This will be determined on a case-by-case basis by PCG)
 - Develop stored procedures and queries required for reports and forms
 - Prepare and stored procedures development package to be sent to Tyler Tech
 - Send and stored procedures/ queries as required by Tyler Tech and cc: City (PCG can also manage this process through a City facilitated process)
 - Attend meetings with City and Tyler Tech related to design, development, and deployment of reports and forms
- City of Costa Mesa will own and perform the following activities related to reports and forms design and development in an effort to create a more seamless transition for the City's staff to self-support the reports after Go-Live:
 - Provide a prioritized list of reports and forms to be developed before Go-Live
 - Information gathering and specifications of reports and forms required to be developed with comments in PDF or Word doc format detailing the filters, EnerGov module, case types and workclasses, standard and custom fields, workflow steps, workflow actions, activities, etc. (If configuration is not complete when PCG report and form design and development work begins, additional hours and effort will be required to address delays and rework)
 - Populate all sample data (and all process variations) related to the required reports and forms in applicable EnerGov environment(s). This is to ensure queries return expected data during development, QA, and testing
 - Test deployed reports within all applicable modules and case types and provide feedback and issues to PCG
- City of Costa Mesa will work with Tyler Tech to provide the following for PCG:
 - Access to Tyler Tech Sharepoint Site and Report Tracker
 - Regular database backups of the EnerGov environment with the most up-to-date configuration and all related populated test data

- Database backups to be transferrable to PCG technical environments to develop reports and forms

E. Key Assumptions

- City will provide a primary project contact available daily throughout the duration of services to successfully deliver PCG services. If the primary project contact is not available for a particular day, a back-up will be provided by the City.
- City will provide process leads and subject matter experts to serve as project team members that are sufficiently available throughout the duration of services to successfully deliver PCG services in a timely, efficient, and productive manner.
- In order to meet timelines, City SMEs will answer questions and provide feedback and responses in a timely manner (within 2 business days).
- City estimates PCG should have the full ability to deliver the project remotely with no on-site visits and/ or incurred travel costs. If travel is required, PCG will seek approval from the City on travel expense reimbursement.
- Remote access and full system administrator access to EnerGov will be needed upon the start of work. This includes, and is not limited to, access to VPN/virtual desktop logins, Google Chrome and Internet Explorer, EnerGov Application, EnerGov Application Server, EnerGov Services Server, EnerGov Database and DB Server, and Tyler Tech Project Sharepoint. If development can only be performed on City devices, additional effort may be required for development.
- Reports and forms will be developed within the best practices established by Tyler Technologies, SSRS, and Crystal Reports. If limitations exist in requested method of development (SSRS), then Crystal Reports may be utilized to meet the requests of the reports/ forms requirement after approval from the City's project manager is given.
- Configuration will be performed based on approved reports and forms specifications uploaded into Tyler Tech Sharepoint. If any changes are required or requested beyond the documentation in the approved specifications, City will be responsible to track these as change requests. PCG may provide configuration changes based on the report estimates and hourly rates provided in Section F.
- Undevelopable items – Specifications are based on the EnerGov system and database available at the time of PCG's configuration work and will have the ability to enable the approved specifications. Any intended configuration that is not configured and results in delays of completing report and form development at the time report and form development has begun, may be excluded from the report and form development and result in a change order for additional report and form development. Additionally, if requested report / forms functionality is not available in SSRS, Crystal Reports, and/or

Tyler Technologies systems, then report/ form may be descoped from development.

- Incomplete specifications – Any gaps in approved specifications that prevent configuration completion may result in a change order for report and form development.
- Conflicting configuration and development work – Tyler Tech and City activities in the EnerGov system will not conflict with the PCG’s report and form development work. Any rework created by conflicting report and form development work, such-as updates/ changes/ overwriting Business Process components and/or developed report and form development work by the City or Tyler Tech. The City may request rework to be completed by PCG based on the hourly rates provided in Section F.
- Dependent Global Configuration and Sprint 1 & 2 Configuration - The City and Tyler Tech are responsible for the configuration and setup of global configuration listed in Client Questionnaire Results > Department = All Department and the planned Sprint 1 & Business Processes (provided on Feb 24, 2022). Global Configuration and Sprint 1 & 2 configuration that the report specifications are dependent on will be complete by the time PCG begins report and form development activities. Any gaps in required configuration that prevent PCG’s report and form development completion may impact timeline to complete reports and forms and result in a change order for report and form development.
- Existing Configuration Clean-up – PCG will not be responsible for clean-up of existing configuration created by Tyler Tech or the City to complete report and form development. The City may request clean-up to be completed by PCG based on the hourly rates provided in Section F.
- Status meetings will be scheduled on an ad-hoc basis with the City as configuration progress is made. PCG will not be required to attend Tyler Tech meetings and other project meetings.

F. Total not-to-exceed budget and duration of services:

- Total Not to Exceed: \$171,000 (est. \$2,850 per report). PCG will work with the City to select 60 reports from Attachment 2.
- Duration of Services: April 19, 2022 – December 31, 2024
- PCG's services are proposed with a time and materials compensation approach and reports and forms development services will be considered based on the established hourly rates below and report estimates:

PCG Resources		2022-23 Rates
LMS Configuration & Report Development	LMS Principal Consultant	\$225/ hour
	LMS Lead Functional Consultant	\$195/ hour
	LMS Functional / Configuration Consultant	\$175/ hour
	Reports / Stored Procedure Developer	\$175/ hour
GIS	GIS Principal Consultant	\$195/ hour
	GIS Senior Consultant	\$175/ hour
	GIS Consultant	\$150/ hour
Server/ Network	Server/ Network Principal Consultant	\$195/ hour
	Server/ Network Consultant	\$175/ hour
	Server/ Network Technician	\$150/ hour

ATTACHMENT 2

Report Tracker

PCG will be responsible for the completion of 60 of the following Report Tracker items identified in the Tyler Tech EnerGov Project Sharepoint Site – Report Tracker. The original (first) ‘Final-signed’ .pdf specifications document attachment will be the reference source for the report and form development.

ID	Report/ Form Title	Description	Department	Project Priority
1	Special Event Permit	Parks and Recreation permit for special events.	Parks and Recreation	1 - High
2	Film Permit	Film Permit	Transportation	1 - High
3	Operators Permit	Operators Permit	Finance	3 - Low
4	Renewal Notice	First Renewal Letter	Finance	1 - High
5	Past Due Renewal Notice	Second Renewal Notice	Finance	1 - High
6	Delinquent- Final Renewal Notice	Final renewal notice	Finance	1 - High
7	Bingo Permit	Bingo Permit	Finance	3 - Low
8	Christmas Tree Lot/Fire Work stand permit	Christmas Tree Lot/Fire Work stand permit	Finance	3 - Low
9	Business Report	Permit Time Tracking Report	Finance	3 - Low
10	Solicitation Permit	Permit Snapshot Report, Standard Permit License	Finance	3 - Low
11	Approved Applicants - List of all approved permits by year	Project Listing	Finance	3 - Low
12	Business License	Standard Business License	Finance	1 - High
13	Professional License	Professional License	Finance	3 - Low
14	Operational Permit	Operational Permit	Fire Safety	1 - High
15	FSEC - Permit	FSEC - Permit	Fire Safety	3 - Low
16	Inspection Card	Inspection Card	Fire Safety	3 - Low
17	Placard/Permit Card	Permit card	Fire Safety	3 - Low
18	Inspection Result/Correction List	Linked Permit Inspection History	Fire Safety	1 - High
19	Plan Review Comment Letter	Plan Check status	Engineering	3 - Low

ID	Report/ Form Title	Description	Department	Project Priority
20	Construction Access Permit	Construction access permit: Conditions can go under the description	Engineering	1 - High
21	Encroachment Permit	Encroachment Permit	Engineering	1 - High
22	Refund Form	Refund form Engineering	Engineering	3 - Low
23	Standard Condition Report	Conditions can go on this with the permit details on snapshot and the signature is on the standard permit license	Engineering	3 - Low
24	Annual WQMP Report by Approval and Inspection Date	Annual WQMP Report by Approval Date	Engineering	3 - Low
26	Information Card Charitable Solicitation	(Identification Card)	Finance	3 - Low
27	Storage Permit	Storage Permit	Engineering	3 - Low
28	Plan Review Letter	Plan Review Letter	Building	1 - High
29	30 Days to Plan Check Expiration	30 day plan check expiration	Building	1 - High
30	30 Days to Permit Expiration Notice	30 Days to Permit Expiration Notice	Building	1 - High
31	Certificate of Occupancy	Certificate of Occupancy	Building	1 - High
32	Temporary Certificate of Occupancy	Temporary Certificate of Occupancy	Building	1 - High
33	Fire Damage inspection report	Fire Damage Inspection Report	Building	3 - Low
34	Placard	Placard	Building	3 - Low
35	Change of Address Letter	Change of Address Letter	Planning & Zoning	1 - High
36	Zoning Verification Letter	Zoning Verification Letter	Planning & Zoning	1 - High
37	Withdraw Application Letter	Withdraw Application Letter	Planning & Zoning	1 - High
38	Second Story Notification	Second Story Notification	Planning & Zoning	1 - High
39	Land Use Restrictions	Land Use Restrictions	Planning & Zoning	3 - Low
40	Public Notice Certification form	Public Notice Certification form	Planning & Zoning	3 - Low
41	Extension Letter Granted	Extension Letter Granted	Planning & Zoning	3 - Low
42	Temporary Use Permit Approval Letter: Food Truck	Temporary Use Permit Approval Letter: Food Truck	Planning & Zoning	3 - Low

ID	Report/ Form Title	Description	Department	Project Priority
43	Temporary Use Permit Approval Letter: Outdoor Dining	Temporary Use Permit Approval Letter: Outdoor Dining	Planning & Zoning	3 - Low
44	Temporary Use Permit Approval Letter: Other Uses	Temporary Use Permit Approval Letter: Other Uses	Planning & Zoning	3 - Low
46	Inter Office Memo	Inter Office Memo	Code Enforcement	3 - Low
47	Office Conference – Prosecution	Office Conference – Prosecution	Code Enforcement	3 - Low
48	Incident Report Narrative	Incident Report Narrative	Code Enforcement	3 - Low
49	Violation Code Sheet	Violation Code Sheet	Code Enforcement	3 - Low
50	Contact Sheet	Contact Sheet	Code Enforcement	3 - Low
51	Incident Report Face Sheet	Incident Report Face Sheet	Code Enforcement	3 - Low
52	Live Entertainment Permit	Live Entertainment Permit	Code Enforcement	3 - Low
53	Live Entertainment Permit Expiration Notice	Live Entertainment Permit Expiration Notice	Code Enforcement	3 - Low
54	Live Entertainment Permit Renewal	Live Entertainment Permit Renewal	Code Enforcement	3 - Low
55	Notice to Proceed	Notice to Proceed	Code Enforcement	1 - High
56	Inspection Correction Notice	Building Inspection Correction Sheet/Notice	Building	1 - High
57	Plan Check Extension Letter	Plan Check Extension Letter	Building	1 - High

AUTOMATIONS CONFIGURATION:

Duration of services: April 19, 2022 – December 31, 2024

G. Park Consulting Group is responsible for the following tasks related to the completion of configuration and development detailed in Attachment 1:

- PCG will be responsible for the configuration of the Automation (Intelligent Object) items identified in Attachment 3, from the Tyler Tech EnerGov Project Sharepoint Site – Automation Tracker. The original (first) 'Final-signed' Automation Questionnaire .pdf attachments for each Automation Tracker item will be the sole reference source for the configuration. Configuration will be performed in EnerGov v2021.
- PCG will facilitate reviews with the City's functional leads who are responsible to validate configuration that matches the Automation Questionnaires.
- PCG will resolve configuration corrections identified by the City's functional leads based on non-matching configuration in comparison to the Questionnaires.
- PCG will facilitate reviews for correction validation with the City's functional leads who are responsible to validate configuration that matches the Automation Questionnaires.

H. Key Assumptions

- City will provide a primary project contact available daily throughout the duration of services to successfully deliver PCG services. If the primary project contact is not available for a particular day, a back-up will be provided by the City.
- City will provide process leads and subject matter experts to serve as project team members that are sufficiently available throughout the duration of services to successfully deliver PCG services in a timely, efficient, and productive manner.
- In order to meet timelines, City SMEs will answer questions and provide feedback and responses in a timely manner (within 2 business days).
- City estimates PCG should have the full ability to deliver the project remotely with no on-site visits and/ or incurred travel costs. If travel is required, PCG will seek approval from the City on travel expense reimbursement.
- Remote access and full system administrator access to EnerGov will be needed upon the start of work. This includes, and is not limited to, access to VPN/virtual desktop logins, Google Chrome and Internet Explorer, EnerGov Application, EnerGov Application Server, EnerGov Services Server, EnerGov Database and DB Server, and Tyler Tech Project Sharepoint.

- Configuration will be performed based on approved Automation Questionnaires identified as Intelligent Objects (in scope inventory provided in Attachment 3). If any changes are required or requested beyond the documentation in the Automation Questionnaires, City will be responsible to track these as change requests. PCG may provide configuration changes based on the hourly rates provided in Section I.
- Unconfigurable items – Automation Questionnaires are based on the EnerGov system available at the time of PCG's configuration work and will have the ability to enable the functionality as specified in the Automation Questionnaires. Any functionality that is not able to be configured based on best practices and/or results in system errors will be excluded.
- Incomplete specifications – Automation Questionnaires are complete and considered configurable by the City and Tyler Tech. Any gaps in specifications that prevent configuration completion may result in a change order.
- Conflicting Configuration Work – Tyler Tech and City activities in the EnerGov system will not conflict with the PCG's configuration work. Any rework created by conflicting configuration work, such-as updates/ changes/ overwriting, will exclude the applicable Business Process and Automation components as required for milestone sign-off. The City may request rework to be completed by PCG based on the hourly rates provided in Section I.
- Dependent Global Configuration and Sprint 1 & 2 Configuration - The City and Tyler Tech are responsible for the configuration and setup of global configuration listed in Client Questionnaire Results > Department = All Department and the planned Sprint 1 & Business Processes (provided on Feb 24, 2022). Global Configuration and Sprint 1 & 2 configuration that the Automation Questionnaires are dependent on will be complete by the time PCG begins configuration activities. Any gaps in required configuration that prevent PCG's configuration completion may result in a change order.
- Existing Configuration Clean-up – PCG will not be responsible for clean-up of existing configuration created by Tyler Tech or the City to complete configuration work. The City may request clean-up to be completed by PCG based on the hourly rates provided in Section I.
- Status meetings will be scheduled on an ad-hoc basis with the City as configuration progress is made. PCG will not be required to attend Tyler Tech meetings and other project meetings.

I. Total not-to-exceed budget and duration of services:

- a. Total Not to Exceed: \$43,750 (est. \$875 per automation) PCG will work with the City to select 50 Automations (Intelligent Objects) from Attachment 3.
- b. Duration of Services: April 19, 2022 – December 31, 2024
- c. PCG's services are proposed with a time and materials compensation approach and automations services will be considered based on the established hourly rates below and automation estimates:

PCG Resources		2022-23 Rates
LMS Configuration & Report Development	LMS Principal Consultant	\$225/ hour
	LMS Lead Functional Consultant	\$195/ hour
	LMS Functional / Configuration Consultant	\$175/ hour
	Reports / Stored Procedure Developer	\$175/ hour
GIS	GIS Principal Consultant	\$195/ hour
	GIS Senior Consultant	\$175/ hour
	GIS Consultant	\$150/ hour
Server/ Network	Server/ Network Principal Consultant	\$195/ hour
	Server/ Network Consultant	\$175/ hour
	Server/ Network Technician	\$150/ hour

Optional Task

The completion of additional reports and automations may be added to this contract for an amount not to exceed \$76,250. All additional reports and automations will be estimated per the rates identified within this proposal; \$2,850 per Report and \$875 per Automation.

ATTACHMENT 3

Automation Tracker - Configuration Inventory

PCG will be responsible for the completion of 50 selected Intelligent Objects from the Automation Tracker items identified in the Tyler Tech EnerGov Project Sharepoint Site – Automation Tracker. The original (first) ‘Final-signed’ .pdf attachment will be the reference source for the configuration.

ID	Priority	Title
1	3 - Low	Change status to Planner Assigned
2	3 - Low	Change status to Application Returned
3	3 - Low	Change status to In Review- Multiple
4	3 - Low	Change status to Application Complete - multiple
5	3 - Low	Change status to Additional Info Required
6	3 - Low	Change status to Continued to Specified Date (Planning Commission)
7	3 - Low	Change status to Continued to Unspecified Date (Planning Commission)
8	3 - Low	Change status to Continued to Specified Date (City Council Hearing)
9	3 - Low	Change status to Continued to Unspecified Date (City Council Hearing)
10	3 - Low	Change status to Continue to City Council
11	3 - Low	Notification to Planner - Change status of Plan Case (City Council Action)
12	3 - Low	Notify Planner about Review Expiration
13	3 - Low	Change status to Application Submitted
14	3 - Low	Change status to Application Complete- Multiple screening
15	3 - Low	Change status to Additional Info Required – Multiple Screening
16	3 - Low	Change status to Preparing for Decision Date
17	1 - High	Email/Change status to Public Hearing Date Scheduled
18	3 - Low	Change Status to Continue to City Council
19	2 - Medium	EMAIL – Receipt of Application (Includes Reports)
20	2 - Medium	EMAIL – Pay Invoice (Includes Reports)
21	3 - Low	Change status to Scheduled for Decision
22	3 - Low	Plan Check Expiration – Change status
23	3 - Low	Plan Check Expiration – Alert building staff
24	1 - High	Plan Check Expiration – Send 30 days to Plan Check Expiration letter (Plan Check)
25	2 - Medium	Automatic email invoice to billing contacts (Includes Reports)

ID	Priority	Title
26	3 - Low	Change status to Review Expired
27	3 - Low	Change status to Allowed to Proceed
28	3 - Low	Change status to Continued
29	3 - Low	Change status to In Appeal Period
30	3 - Low	Notify Planner Appeal Period has ended
31	3 - Low	Notify Planner - Change status to Appealed/Called up for Review
32	2 - Medium	Automatically email Receipt of Application (Includes Reports)
33	2 - Medium	Automatically email invoice (Includes Reports)
34	2 - Medium	Automatically email Decision Date (Includes Reports)
35	3 - Low	Change status to Public Hearing Date Scheduled-
36	3 - Low	Automatically change status to Approval Expired
37	3 - Low	Automatically change status to Complete
38	3 - Low	Change status to In Review
39	3 - Low	Change status to Preparing for Decision Date*
40	1 - High	Email/Change status to Public Hearing Date Scheduled* (Includes Reports)
41	3 - Low	Change status to Public Hearing Date Scheduled- City Projects
42	3 - Low	Change status to Continued to Unspecified Date (Planning Commission)-
43	1 - High	Change the status of the license record to Renewal on the first of the month of the license expiration month and the license has not been renewed.
44	1 - High	Change the status of the license record to Past Due if 2 months and 15 days elapses past the expiration date and the license has not been renewed.
45	1 - High	Change the status of the license record to Delinquent if 3 months and 15 days elapses past the expiration date and the license has not been renewed.
46	1 - High	Email past due document and attach to email to licensee if 2 months and 15 days elapses past the expiration date and the license has not been renewed. (Includes Reports)
47	1 - High	Email delinquent document and attach to email to licensee if 3 months and 15 days elapses past the expiration date and the license has not been renewed. (Includes Reports)
48	3 - Low	Change status of contractor license for inside CM
49	3 - Low	Change status of contractor license for outside CM contractor
50	3 - Low	Notify finance staff on overdue
51	3 - Low	Email a notification to designated Planning staff if their reviews (tasks) are overdue
52	1 - High	Email business license report (Includes Reports)

ID	Priority	Title
53	2 - Medium	Notify designated staff when specified tasks are assigned in the workflow
54	3 - Low	Change the status of the license record to issued when the Issue License workflow action is passed.
55	2 - Medium	Email the Business License report to all contacts on the business license record when the Issue License workflow action is passed. (Includes Reports)
56	1 - High	Change the status of the license record to Closed if 1 year elapses past the expiration date and the license has not been renewed.
57	2 - Medium	Email the applicant that a previous application has been closed and in order to proceed with application they will need to pay the previous year's fees. (Includes Reports)
58	2 - Medium	Email 60 days prior to expiration date advising him/her that they must apply for a new license/permit prior to 30 days before expiration date.(Includes Reports)
59	3 - Low	Change status to In Appeal Period- Multiple DRC-WTUP
60	3 - Low	Notification to Planner- multiple
61	3 - Low	Change status to Preparing for Decision Date-DRC Review-WTUP
62	3 - Low	Change status to Additional Info Required-OTC
63	3 - Low	Change status to Preparing for Decision Date
64	3 - Low	Change status to Continued- Planning Commission-WTUP
65	3 - Low	Change status to In Appeal Period- Planning Commission
66	3 - Low	SET VALUE: Permit Status to 'Complete'
67	3 - Low	Plan Check Expiration – Auto populate date
68	1 - High	Email/Change status to Public Hearing Date Scheduled- Screening (Includes Reports)
69	3 - Low	Change status to Review Expired- Screening
70	3 - Low	Notification to Planner/Users
71	3 - Low	Change status to Application Complete- Zoning
72	3 - Low	Change status to In Appeal Period
73	3 - Low	Plan Check Expiration – Auto populate
74	1 - High	Plan Check Expiration – Change status
75	1 - High	Plan Check Expiration – Alert building Automatically send an email to designated building staff if the permit record is within 30 days of the staff
76	2 - Medium	Automatic email invoice to billing contacts (Includes Reports)
77	3 - Low	Change status to Application Submitted- Cannabis Business Permit
78	3 - Low	Change status to In Review- Cannabis Business Permit
79	3 - Low	Change status to In Appeal Period- Cannabis Business Permit

ID	Priority	Title
80	3 - Low	Automatically change status to NTP Issue
81	3 - Low	Automatically change status to CBP Denied
82	3 - Low	Automatically change status to Issued –
83	3 - Low	Automatically change status to Denied
84	3 - Low	Notify planner when Drywall inspection is complete
85	3 - Low	Automatically change status to Closed
86	2 - Medium	Automatically email permit to Police Department (Includes Reports)
87	3 - Low	Automatically notify staff when a transportation permit is submitted online
88	2 - Medium	Automatically email contacts when status of permit record is changed to Denied (Includes Reports)
89	2 - Medium	Automatically email external agencies
90	3 - Low	Automatically notify staff when a Single Event (Fire) permit is applied for
91	1 - High	Plan Check Expiration
92	3 - Low	Update Final Expiration Date
93	3 - Low	Final Expire Permit
94	2 - Medium	Automatically email review comments to the owner, engineer, and/or surveyor when the reviews are complete (Includes Reports)
95	2 - Medium	Automatically notify designated Planning staff when the Planning Commission and/or City Council hearing are scheduled
96	2 - Medium	Email notification applicant 30 days prior to permit expiration. (Includes Reports)
97	1 - High	Plan Approved Expired
98	3 - Low	Automatically change the status of the permit record to Final when the Close Permit workflow action is passed (turned green).
99	3 - Low	Agreement recording alert/reminders
100	3 - Low	Email people assigned to reviews
101	3 - Low	Update Expiration Date
102	3 - Low	Application Expiration
103	3 - Low	Automatically change the status of the permit record to Plan Approval Expired if it is not issued within 2 weeks of the apply date.
104	3 - Low	Automatically notify designated City Staff when the permit is issued.
105	2 - Medium	Automatically change the status of the permit record to Plan Approval Expired if 360 days elapses from the date in the inherent Apply Date field and the permit record is still in a status of In Review, Submitted, or Submitted - Online.

ID	Priority	Title
106	3 - Low	Permit Expiration – Auto populate date
107	1 - High	Permit Expiration - 30 days to Permit Expiration Notice (Includes Reports)
108	1 - High	Expiration/warning notice
109	2 - Medium	Extend expiration date 180 days after approved inspection
110	2 - Medium	Permit Expiration Extension (inspections)
111	1 - High	Non-residential Permit Expiration – Auto populate date
112	1 - High	Residential Permit Expiration – Auto populate date
113	1 - High	Permit Expiration – Auto populate date
114	1 - High	Set expiration date on permit issuance
115	3 - Low	Permit Expiration - Alert Building Staff
116	2 - Medium	Automatically email the job card (Includes Reports)
117	2 - Medium	EMAIL: Send Inactivity Report (Includes Reports)
118	3 - Low	EMAIL/NOTIFICATION: Citation on Hold (Includes Reports)
119	3 - Low	SET VALUE: Set Code Case Status to 'In Compliance
120	2 - Medium	EMAIL: Send 45 Expiration Letter to the applicant when the permit is 45 days from expiration. (Includes Reports)
121	2 - Medium	EMAIL: Send 60 Expiration Letter to the applicant when the permit is 45 days from expiration (Includes Reports)
122	3 - Low	Set Value: Change status to 'Complete' when Case Closeout action is passed.
123	1 - High	EMAIL: Email a copy of the Live Scan Form to the applicant when the 'Issue Request for Live Scan Form' is passed. Reminder to applicant to upload signed copy.
124	3 - Low	EMAIL: When a new document has been uploaded to CSS. Notify the Assigned To. If possible, notify when the 'Signed Live Scan Form' file category is uploaded.
125	3 - Low	Set Value: Change License Status to Passed if Case Closeout action is passed.
126	3 - Low	Set Value: Change License Status to Failed if Case Closeout action is Failed.
127	2 - Medium	EMAIL: Send Notification Reminder to Applicant 10 days after 'Issue Request for Live Scan Form' action is passed if 'Confirm Completed Live Scan' action is not initiated.
128	3 - Low	HOLD: Place a hold on any Renewals pending the status of the business's Cannabis Business Permit application. Hold will be manually removed if okay to proceed.
129	3 - Low	Change status to Planner Assigned
130	3 - Low	Change status to Application Returned
131	3 - Low	Change status to In Appeal Period
132	2 - Medium	EMAIL: Send Hearing Date Letter document to Applicant when 'Violator Notified of Hearing' action is completed. It is in two separate steps. (Includes Reports)

ID	Priority	Title
133	2 - Medium	EMAIL: Send Continuance of Hearing Date document to Applicant when 'Violator Requests Extension' action is completed. It is in two separate steps. (Includes Reports)
134	2 - Medium	EMAIL: Send Financial Hardship Letter document to applicant when the 'Financial Hardship Hearing' has a status of 'Granted' or 'Denied'. The report will be dynamic based on the decision made. (Includes Reports)
135	2 - Medium	EMAIL: Send Notice of Decision document to applicant when the 'Citation Contest Administrative Hearing' has a status of 'Approved' or 'Denied'. The report will be dynamic based on the decision made. (Includes Reports)
136	3 - Low	SET VALUE: Plan status to 'Complete' when the Close Case action has been passed.
137	3 - Low	Change status to Processed for plan case Pre-Application Review



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-645

Meeting Date: 4/19/2022

TITLE:

MONTHLY UPDATE OF STRATEGIC PLAN GOALS AND OBJECTIVES

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: LORI ANN FARRELL HARRISON, CITY MANAGER

CONTACT INFORMATION: ALMA REYES, ASSISTANT TO CITY MANAGER

RECOMMENDATION:

Staff recommends the City Council approve the April 2022 update to the City of Costa Mesa's Strategic Plan Goals and Objectives.

BACKGROUND:

On October 16, 2021, the City Council adopted new Goals and Objectives for the 2021-2024 Three Year Strategic Plan and created a new six-month work plan covering the October 2021 through March 2022 period. The new Six Month Objectives (Attachment 1) were developed at the September 27, 2021 Strategic Planning retreat. During the workshop, the City Council developed key priorities and objectives for the next six months with staff input. Staff will continue to provide status updates to the City Council via the detailed work plan attached to this report, which is updated on a monthly basis.

A future Strategic Planning session will be scheduled where the current goals and objectives will be evaluated, and the City Council will identify new key priorities as well as new objectives for the following six months.

ANALYSIS:

The September 27, 2021 Strategic Planning Retreat included breakout groups where each of the five City Council Goals were discussed individually. Additionally, each breakout group developed key objectives for the next six-month period for each Goal, covering the October 2021 through March 2022 period. The matrix provides a detailed work plan with specific deliverables for each Goal including timeframes for project completion that will be updated and monitored monthly.

THREE-YEAR GOALS AND PRIORITIES:

The Three Year Goals approved by the City Council are as follows (in no priority order):

- Recruit and Retain High Quality Staff
- Achieve Long-Term Fiscal Sustainability
- Strengthen the Public's Safety and Improve the Quality of Life
- Diversify, Stabilize and Increase Housing to Reflect Community Needs
- Advance Environmental Sustainability and Climate Resiliency

ALTERNATIVES:

The City Council can provide alternate direction to staff regarding the Strategic Plan update.

FISCAL REVIEW:

Many of the stated priorities and action steps are already funded within the FY 21-22 Adopted Budget, and if needed, will be included in the Proposed Budget for FY 22-23.

LEGAL REVIEW:

The City Attorney reviewed and approved this report as to form.

CONCLUSION:

The City Council in collaboration with the City's leadership team revised the Three Year Goals at the September 2021 retreat, and established new objectives for the next six months. Staff recommends that the City Council approve the April update to the Strategic Plan.

**CITY OF COSTA MESA
SIX-MONTH STRATEGIC OBJECTIVES**

THREE-YEAR GOAL: RECRUIT AND RETAIN HIGH QUALITY STAFF						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 1, 2021	HR Manager	Initiate the process to map and evaluate the employee recruitment process to innovate and modernize recruitment and commence development of the succession plan and present to the City Manager.	X			Succession Plan Contract awarded to CPS Consulting Services for the development of the Citywide Succession Plan and modernization of recruitment and hiring practices. Work is underway.
2. Dec. 1, 2021	City Manager	Present to the City Council for consideration the first phase of hard- to-fill positions requiring a market adjustment based on current data.	X			City Council approved Phase 1 and Phase 2 of the hard-to-fill and hard-to-retain compensation adjustments.
3. June 1, 2022	City Clerk	Perform a market analysis of City Council compensation for comparable agencies and special districts within the county and report results to the City Manager.			X	Preliminary Council Compensation Survey has been provided to the City Manager and due diligence review is in progress. Results will be presented to the City Council during the FY 2022-23 Budget making process.
4. June 1, 2022	HR Manager	Launch the Costa Mesa University Wellness, Leadership, Training and Mentorship Program for all city employees.			X	Finalizing initial phase of training offerings for Costa Mesa "U" in conjunction with implementation of Neogov "Learn" module.
5. March 15, 2022	HR Manager	Develop HR staffing recommendations for inclusion in the mid-year budget to be presented to the City Council for consideration.	X			3/8/22 - Staffing recommendations finalized and presented to the City Council for consideration during the Mid-Year Budget Study Session. Agenda report with recommended changes will be presented on March 15, 2022.

6. June 1, 2022	HR Manager, in concert with the IT Director	Update and begin implementation of the online employee onboarding, training and evaluation processes by updating the NeoGov System.		X		<p>NeoGov contract signed.</p> <p>Implementation process initiated for NEOGOV "Onboard", "Learn" (Training) and "Perform" (Evaluation) modules.</p> <p>"Learn" module in implementation process and scheduled to go "live" in June 2022.</p> <p>"Onboard" implementation in progress to be followed by "Perform."</p>
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THREE-YEAR GOAL: ACHIEVE LONG-TERM FISCAL SUSTAINABILITY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 15, 2021	Finance Director	Develop and define a quarterly report format, including financial metrics, to improve fiscal transparency and report to the City Council and FIPAC	X			Distributed the FY 2021/2022 1st and 2 nd Quarter Financial Reports to the City Council and FiPAC, and posted to the City's website.
2. June 1, 2022	Economic and Development Services Director, working with the City Attorney	Secure a consultant for the Economic Development Strategic Plan.			X	The Request for Proposals has been prepared. On target for consultant selection in June.
3. March 15, 2022	IT Director, working with the Police Chief and Finance Director	Procure and implement an upgrade of the public safety systems, subject to Dept. of Justice approval, and citywide database servers.		X		Working with PD to implement MDCs. Began installation of Phase 3 PC Refresh for PD, Fire and PS.
4. March 15, 2022	Finance Dir., working with the Development Services Director	Provide an update to the City Council regarding the state of retail cannabis implementation, including revised revenue projections.		X		Mid-Year Budget Study Session provided to City Council with an update on all General Fund revenues including Retail Cannabis for current year budget. Additional updates to be provided in context of FY 2022-23 Budget.

THREE-YEAR GOAL: STRENGTHEN THE PUBLIC'S SAFETY AND IMPROVE THE QUALITY OF LIFE						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Weekly	Asst. City Manager (lead), working with the Communications Team	Enhance the Communications and Engagement Plan to support the public's health, safety and quality of life and present results to the City Manager.			X	Weekly communication plan presented to City Manager. Additional contract resources may be acquired in order to expand existing communications during pandemic
2. June 30, 2022	Public Services Dir., working with the Police Chief and a consultant	Present a plan to reduce collisions and injuries on roadways, including providing 3-5 options for City Council direction.			X	<p>11/2/21 - Third (3rd) Stakeholder working group held to review safety countermeasures for case study locations, counter measure toolbox, and best practices.</p> <p>11/17/21 -Public outreach meeting scheduled.</p> <p>Consultant preparing draft Local Road Safety Plan with traffic safety countermeasures and applications to reduce collisions and injuries on roadways.</p> <p>1/5/22 - Draft report is under review by City staff.</p> <p>3/8/22- Revised report sent to Stakeholder Working Group for review in February and comments due on March 15. Consultant to incorporate Stakeholder Working Group comments and submit Local Road Safety Plan by March 31.</p> <p>4/6/22: Stakeholder comments received on March 18. Consultant incorporated Stakeholder Working Group comments and submitted Local Road Safety Plan (LRSP) on April 4. Presentation of LRSP scheduled for May meeting of Active Transportation Committee.</p>

3. March 15, 2022	Police Chief – lead, Asst. City Manager, Parks and Community Services Dir., and Fire Chief	Engage the community to obtain feedback on the community's sense of safety and well-being and present results to the City Council		X		<p>I/P: Police Dept. developing a community survey and potential platforms and channels of distribution.</p> <p>1/5/22- Survey draft has been completed and shared with department directors for feedback and finalization. Numerous Meet and Greet opportunities have been held for new Police Chief to discuss public safety goals and measures with community groups with additional potential meetings underway.</p> <p>3/2/22 – Finalized draft community survey submitted to City Manager. Currently, the Office of the Mayor and City Council and the Police Department are working on scheduling of a series of community Listening Tours with Police Chief for all Costa Mesa Districts.</p>
4. March 15, 2022	Parks and Community Services Director	Update the City Council on the Open Space Master Plan, with a focus on access to parks.			X	<p>12/7/21 - City Council approved an agreement with RJM Design Group to complete the Open Space Master Plan (not-to-exceed \$56,600).</p> <p>Staff had a kickoff meeting with the consultant in January.</p> <p>The Consultant is preparing documents to send out to the Stakeholders, as well as preparing for community phone surveys. The update process is expected to be complete in fall 2022.</p>

5. May 15, 2022	Asst. City Manager	Present options to the City Council for a behavioral health response model.			X	<p>1/20/22 – Made contact with 3 cities for potential opportunities to collaborate.</p> <p>2/25/22 – Reviewing best practices and conducting outreach to potential providers.</p> <p>Made contact with 3 cities for potential opportunities to collaborate and exploring available funding streams.</p> <p>3/21/22 - Plan to convene stakeholders to map current resources and gaps in system; identify potential funding sources to support implementation strategies – extend goal date to May 15.</p>
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6. FUTURE OBJECTIVE _____, 2022	Asst. City Manager, working with the Communications Team	Identify, develop and implement a measurement tool(s) to determine the effectiveness of the City's communications and public engagement with all segments of the community.				
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THREE-YEAR GOAL: DIVERSIFY, STABILIZE AND INCREASE HOUSING TO REFLECT COMMUNITY NEEDS						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. Dec. 1, 2021	Asst. City Manager – lead, Development Services Dir., City Attorney	Present to the City Council opportunity sites for potential motel conversions with site control options.	X			11/16/21- Two proposed sites approved by the City Council. 12/14/21 – County Board of Supervisors approved one site (Motel 6) for submission to the State by the deadline of 1/31/22. 4/19/22 – Pending Award on Motel 6 site.
2. Dec. 15, 2021	City Attorney and the Development Services Dir.	Present to the City Council for action necessary code amendments to address SB 8, 9, and 10.	X			12/7/21 - City Council adopted an urgency ordinance adopting changes to Title 13 (Zoning) relating to the implementation of Senate Bill 9 for the creation of two residential units per lot and urban lot splits in single family residential zones; and declaring the ordinance an urgency measure to take effect immediately.
3. Dec. 15, 2021	City Manager, working with the City Council	Initiate and convene a Citizens Advisory Group to discuss Measure Y and Housing Element compliance.			X	10/19/21 – The City Council approved formation of a Housing Ad Hoc Committee to lead community outreach efforts and deliberations regarding Housing Element Compliance and Measure Y. 1/11/22 – Community Forum was held by Ad Hoc Committee to seek input from the public.

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4. Feb. 1, 2022	Development Services Dir.	Present to the City Council for action the Housing Element.	X			<p>11/8/21 - The initial Housing Element presentation to the Planning Commission took place. On target for City Council discussion in January 2022 and final adoption on February 1st</p> <p>2/1/22- The City Council adopted a Resolution approving the City of Costa Mesa's 2021-2029 (Sixth-Cycle) Housing Element.</p>
5. June 1, 2022	Development Services Dir. and City Attorney	Present to the Planning Commission a draft Inclusionary Housing Ordinance.			X	<p>Keyser Marston Associates, the City's inclusionary housing consultant, has completed the first draft of the required technical report. On target for presentation of options to the City Council and Planning Commission in June 2022.</p>
6. FUTURE OBJECTIVE _____, 2022	Development Services Dir. and City Attorney	Initiate a draft STR Ordinance and an evaluation of program implementation options.		X		<p>11/2/21 – City Council approved an urgency ordinance prohibiting STR's (except for home sharing). Staff will investigate opportunities for a permitting system and return to Council in 2022.</p>
7. FUTURE OBJECTIVE _____, 2022	Development Services Dir. and the City Attorney, working with Jamboree Housing	Present to the City Council for consideration a development plan and land use documentation for affordable senior housing at the Senior Center site.			X	<p>Jamboree Housing has initiated meetings with staff to move forward with an application for a senior housing project on the City Senior Center site in mid-2022. The City Manager has approved an extension of the ENA to that effect.</p>

THREE-YEAR GOAL: ADVANCE ENVIRONMENTAL SUSTAINABILITY AND CLIMATE RESILIENCY						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. May 15, 2022	Public Services Director	Present the Pedestrian Master Plan update to the City Council for direction.			X	<p>10/6/21 – 2nd Public Outreach meeting held.</p> <p>12/1/21 – Draft recommendations and draft Pedestrian Master Plan recommendations presented to the Bikeway and Walkability Committee.</p> <p>1/5/22 – A special meeting of the Bike and Walkability Committee is scheduled for January 19th to focus on the Pedestrian Master Plan.</p> <p>Public outreach meeting planned for February.</p> <p>3/8/22 - Draft recommendations and plan being revised to incorporate and address comments. Public outreach to be scheduled for late April to review draft plan.</p> <p>4/6/22 - Draft plan submitted on April 6. Public outreach scheduled for April 27 to review draft plan. Draft Plan to be uploaded to City website.</p>

2. Feb. 15, 2022	Public Services Director, working with the City Manager	Develop a scope of work for the Climate Action and Adaptation Plan and present to the City Council for action.		X	<p>Staff is currently conducting research on best practices in CAAP development, including detailed review of climate action plans of several cities in California.</p> <p>Staff has also developed a draft community survey titled "<i>Climate Ready Costa Mesa: Community Survey</i>" to gauge Costa Mesa residents' concerns and priorities in climate change. The survey is expected to be launched in early 2022.</p> <p>1/5/22 – Staff has completed research on best practices and lessons learned, and is currently working on developing a draft scope of work for Costa Mesa.</p> <p>3/8/22 - City staff has developed a draft Climate Action and Adaptation Plan (CAAP) and it is currently being reviewed by the City Manager.</p> <p>The CAAP will be submitted to Council in April/May 2022.</p>
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3. March 1, 2022	Public Services Director	Provide an update of the Stormwater Management Master Plan to the City Council.		X	<p>Existing Conditions Assessment Phase:</p> <p>Data Collection _ Record Information: completed</p> <p>Site Assessment and Inspection: Ongoing</p> <p>Base maps Development: Ongoing</p> <p>Existing Hydrologic/Hydraulic Analysis (EHH): Near completion</p> <p>I/P: Draft Existing Conditions Assessment Report (ECAR) Analysis (EHH): Completed</p> <p>Comments from City Attorney and staff are being incorporated by consultant</p> <p>Next phase: Development of Storm Drain System Master Plan Update. Memo with Existing Conditions Assessment Report to be provided by April 15, 2022.</p>
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4. May 1, 2022	Public Services Director, working with the Development Services Dir.	Re-evaluate the existing Municipal Sustainable Policy, including landscape, organic waste and infrastructure planning and present the results to the City Council for action.		X	<p>Staff has mobilized a Costa Mesa Green Team (representatives from Public Services and Development Services) to review existing policy developed in 2007 and conduct research on ways to advance sustainability at City owned facilities and infrastructure.</p> <p>Staff is recruiting members of 'Sustainability Working Group', representatives from all City Departments to provide suggestions to improve the Sustainable Municipal Green Policy.</p> <p>1/5/22 – The Costa Mesa Green Team has conducted research on best practices in municipal sustainability and has developed preliminary goals.</p> <p>The Sustainability Working Group members, representing all City Departments, have been identified and the first internal workshop to review the policy will be held in early January.</p> <p>3/8/22 - City staff has completed the draft Sustainable Municipal Green Policy (SMGP) update and it is currently being reviewed by the City Manager and other Departments.</p> <p>The SGMP update will be transmitted to Council by April/May 2022.</p>
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City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-631

Meeting Date: 4/19/2022

TITLE:

PROFESSIONAL SERVICES AGREEMENT FOR COMMERCIAL KITCHEN OPERATION AND MEAL SERVICES FOR THE COSTA MESA BRIDGE SHELTER

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: SUSAN PRICE, ASSISTANT CITY MANAGER

CONTACT INFORMATION: LORI KARAGUEZIAN, SENIOR MANAGEMENT ANALYST, (714) 593-5347

RECOMMENDATION:

Staff recommends the City Council:

1. Award a Professional Services Agreement (PSA) to Bracken's Kitchen, for a term of 1 year with 3 one-year renewal options, in an amount not to exceed \$327,600 annually for commercial kitchen operation and meal services for the Costa Mesa Bridge Shelter.
2. Authorize the City Manager and the City Clerk to execute the agreement and any future amendments to the agreement.

BACKGROUND:

In April 2021, the City of Costa Mesa opened the Permanent Bridge Shelter at 3175 Airway Avenue. The Costa Mesa Bridge Shelter (Bridge Shelter) has a full-service commercial kitchen onsite which was designed to function as a mechanism for community engagement in the solutions to homelessness. The Bridge Shelter kitchen was initially being run by City staff and volunteers. During the Covid-19 pandemic, health and safety guidelines and requirements during the COVID-19 pandemic prevented volunteers from being onsite to provide assistance to City staff. In an effort to find a short-term solution to this challenge, the Bridge Shelter Operator Mercy House contracted with the former catering company from the temporary Lighthouse Shelter. City staff reached out to various community partners in an effort to identify an operator that could provide meal services during the pandemic, given the workforce challenges within the restaurant/food industry. In December 2021 Bracken's Kitchen began delivering breakfast, lunch, and dinner to the Bridge Shelter on a daily basis, prepared from their remote kitchen in a neighboring City.

In January 2022, the City issued a RFP for a permanent commercial kitchen operator with the goal of finding a partner that, in addition to meal services, could integrate marketing, volunteerism, mentorship, donation, and sponsorship opportunities. Some of the key components of the City's Request for Proposals (RFP) included the ability to accept and utilize surplus foods in compliance with the State's new SB 1383 organic waste disposal reduction and surplus edible food recovery

requirements and oversight of a vocational skills training program for kitchen staff. The commercial kitchen at the Bridge Shelter was designed with a passion for community engagement. It was the City's intent and desire to bring in a partner who could provide both meal services and a community benefit.

ANALYSIS:

In December 2021 Bracken's Kitchen assisted the shelter by delivering three ready-to-heat and/or serve meals a day with a cost of \$7.00 per day, per person plus \$75 in delivery fees per week. With this service, Bracken's Kitchen did not have staff on-site, and reheating of meals and cleanup was completed by City and Mercy House staff. The annual cost of this service is about \$190,000.

In response to the City's RFP for permanent commercial operations, the sole proposal received was from Bracken's Kitchen. The proposal from Bracken's Kitchen meets all of the City's requirements for successful kitchen operations in partnership with City and Mercy House staff. Bracken's Kitchen has the capacity and ability to accept and use surplus food items in their meal planning and preparation services in compliance with the State's new SB 1383 organic waste disposal reduction and surplus edible food recovery requirements. The proposal quotes a price of \$12.50 per day, per person. This price is inclusive of procurement of ingredients, kitchen supplies and labor costs for trained and certified staff who will be onsite to cook or reheat food items. Bracken's Kitchen will work alongside City and Mercy House staff in the areas of marketing, community outreach and engagement, donor and sponsor relations, and volunteer recruitment and training. The Bracken's Kitchen proposal also includes their one-of-a-kind onsite vocational skills training program, offering members of the community the opportunity to get hands-on culinary training and experience in kitchen operations and food preparation. Bracken's Kitchen will also provide their food truck to Costa Mesa events to feed and nourish the community.

The cost estimate submitted by Bracken's Kitchen is \$327,600. This figure assumes year-round, maximum 70 bed capacity, without consideration for the periodic meal donations from local restaurants. Meal donations significantly reduce costs and City staff have been successful in securing partnerships with various local restaurants, businesses and community organizations for reoccurring donations to help reduce costs. If awarded this contract, Bracken's Kitchen will have up to 60 days to continue providing meal delivery services while they hire and train staff for on-site kitchen management. This time period will yield a small savings in labor costs. Furthermore, Bracken's Kitchen will be billing the City based on actual weekly Bridge Shelter census numbers. To date, the occupancy levels of the shelter have on average been around 60 persons.

ALTERNATIVES:

The alternative to awarding the permanent commercial kitchen operation contract to Bracken's Kitchen is to continue with their delivery services.

This alternative would not include trained and certified staff preparing meals onsite, volunteer coordination through Bracken's Kitchen's volunteer database, a vocational skills training program, full use of the commercial kitchen with a community benefit, or the use of the Bracken's Kitchen food truck at community events.

FISCAL REVIEW:

Funding for this professional services agreement is available in the FY 2021-22 and FY 2022-23 operating budget.

LEGAL REVIEW:

The City Attorney's office has reviewed this report, prepared the Professional Services Agreement, and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council goals:

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

CONCLUSION:

Staff Recommends City Council:

1. Award a Professional Services Agreement (PSA) to Bracken's Kitchen, for a term of 1 year with 3 one-year renewal options, in an amount not to exceed \$327,600 annually for commercial kitchen operation and meal services for the Costa Mesa Bridge Shelter.
2. Authorize the City Manager and the City Clerk to execute the agreement and any future authorized amendments to the agreement.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
BRACKEN'S KITCHEN INC.**

Attachment 1

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of April, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BRACKEN'S KITCHEN INC., a California nonprofit corporation ("Contractor").

W I T N E S S E T H :

A. City proposes to utilize the services of Contractor as an independent contractor to provide food and commercial kitchen management services at the City's Homeless Shelter, located at 3175 Airway Avenue, Costa Mesa, as more fully described herein; and

B. Contractor's mission is to serve and support the underserved in its communities suffering from both the ongoing effects of food insecurity and the larger issue of living in poverty in America; and

C. Contractor represents that it holds all necessary licenses to practice and perform the services herein contemplated; and

D. City and Contractor desire to contract for the specific services described in Exhibits "A" and "B" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the food and commercial kitchen management services described in the Scope of Work, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Contractor 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. Contractor 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 Contractor's performance of this Agreement.

1.3. Performance to Satisfaction of City. Contractor 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 Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with All Laws and Regulations. Contractor 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; all applicable laws and regulations relating to food safety; all Health Permit requirements; and all other Federal, State and local laws, ordinances and regulations applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws or regulations, which may be incurred by reason of Contractor's performance under this Agreement.

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

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other 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. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth below, as detailed in Exhibit B. Contractor's annual compensation shall not exceed Three Hundred Twenty-Seven Thousand Six Hundred Dollars (\$327,600.00).

Description	Rate for Breakfast, Lunch and Dinner	Delivery Fee
Interim Meal Service (prepared off site and delivered by Contractor)	\$7.00 per person per day	\$75.00 per week
Full Meal Service (prepared on site by trained and certified staff)	\$12.50 per person per day	N/A

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City Manager or designee, prior to Contractor 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. Contractor may submit invoices to the City for approval every two (2) weeks. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the date of performance. 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 Contractor'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 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. City and Contractor agree that Contractor shall fully staff the shelter kitchen with certified and trained personnel and commence providing full meal service from the shelter kitchen by no later than June 18, 2022.

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, 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 one (1) year, ending on April 18, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by three (3) additional one (1) year periods upon mutual written agreement of 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 Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), 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. 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.
- (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. Contractor 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 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.”
- (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 Contractor’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

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

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery 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 CONTRACTOR:

Bracken's Kitchen
13941 Nautilus Dr.
Garden Grove, CA 92843
Tel: (714) 554-1923
Attn: Bill Bracken

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5099
Attn: Susan Price

Courtesy copy to:

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

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

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

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

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

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the negligent acts or omissions or willful misconduct of Contractor, its employees, and/or authorized subcontractors in 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.

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

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

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

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

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

6.13. Public Records Act Disclosure. Contractor 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 Contractor, 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 Contractor 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.

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

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

6.16. 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.

6.17. 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.

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

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

6.20. 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.

6.21. 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.

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

6.23. 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.

6.24. 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.

6.25. 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.

6.26. 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.

CONTRACTOR

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Lori Ann Farrell Harrison
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

DEPARTMENTAL APPROVAL:

Susan Price
Assistant City Manager

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

3175 Airway Avenue – Costa Mesa Bridge Shelter Commercial Kitchen Management

In April of 2021, the City of Costa Mesa opened its permanent bridge shelter with 72 beds at 3175 Airway Avenue. The shelter operator is Mercy House Living Centers. Mercy House Living Center has operated the shelter since April 2019, when it was temporarily located at the Lighthouse Church, with 50 beds. The Commercial Kitchen at Airway was designed with a passion for community engagement at the shelter. We view this as the opportunity to integrate volunteerism and mentorship, through meal preparation and service, to improve the hope and resilience of the residents we serve.

The project is a partnership of many agencies, most of whom are active members of the Network for Homeless Solutions in Costa Mesa. The City of Newport Beach is a partner in the project, with 20 beds for referrals from their outreach team. We know it takes a village to solve homelessness, and we are seeking the right partner to participate in these efforts to lift up our community, assist the most vulnerable among us and do whatever it takes to reach our fullest potential, together.

The City understands that procuring staffing for this scope of work may need to be incremental; Therefore, the proposer should provide a start date for the meal service, including preparation, delivery and a timeline for full operational staffing for the kitchen on site during the contract term.

Primary Role for the Principal Operator:

Operate the Commercial Kitchen in compliance with Public Health Permit requirements, related to equipment, storage and rotation of foods, serving residents, kitchen cleanliness etc.

Ensure all kitchen personnel are properly trained, certified and have volunteer waivers on file for all workers. The principal staff working within the kitchen must possess Public Health Safe Food Handling certification, and operate the kitchen in compliance with Public Health guidelines.

Develop and implement a menu plan for Breakfast, Lunch and Dinner, 365 days per year for 72 bed emergency bridge shelter for homeless individuals, with meal options to accommodate dietary restrictions/preferences.

General in house meal times are as follows:

Breakfast	6 am – 8 am	Continental
Lunch	11a – 1pm	hot and/or cold (to go options)
Dinner	5pm to 7pm	hot and/or cold

Procure all food supply ingredients and kitchen supplies to deliver this food service for the shelter residents.

Create an Integrated Community Kitchen:

Participate in the development and implementation of marketing materials to engage the broader community for volunteer, donor and sponsorship opportunities to ensure the Costa Mesa (and Newport Beach) community can contribute to homelessness solutions.

Support opportunities to accept and utilize surplus foods from catered events, and restaurants (Abound Food Care, formerly Waste Not OC).

Participate in the development and oversight of a training and orientation program for kitchen workers, including certifications required for Safe Food Handling, coordinate and calendar of volunteers' recruitment, training, retention and supervision, recognitions etc.

Innovation:

Open to innovative business model development related to workforce/internship programs, engagement with OCC culinary arts programs, OC food bank, Abound Food Care, formerly Waste Not OC, development of single serve meal delivery for other community needs namely street outreach, disabled and/or senior citizens.

The homeless shelter residents certainly do appreciate opportunities to have BBQ meals, delivery by lunch truck, local restaurant sponsoring meals, sack lunches for street outreach and those that are at work during meal times. These are just some examples of the dynamic opportunity to engage our residents in the program design and delivery model.

EXHIBIT B
CONTRACTOR'S PROPOSAL



February 18, 2022

**Mrs. Susan Price
Assistance City Manager
77 Fair Drive,
Costa Mesa, CA, 92626**

Dear Susan,

We hope this letter and proposal finds you well.

We are truly grateful for the opportunity to learn of the great works the City of Costa Mesa and your team have done with the community's most vulnerable population.

We are honored for the RFP invitation and excited to present this proposal for food services at the Airway Shelter.

Bracken's Kitchen will commit to delivering complete, high quality, ready-to-serve, tasty and nutritious meals for breakfast, lunch, and dinner to the new shelter beginning April 15th, 2022. A minimum of one hot meal will be provided daily with to-go options at lunch. The Kitchen will also provide fully trained and certified staff or volunteers at the shelter.

With 16 fully trained culinary staff and an army of over 450 recurring volunteers led by four reputable and experienced chefs, we are confident in our ability to develop and implement a menu plan for Breakfast, Lunch, and Dinner for 72 homeless individuals, 365 days a year. Our senior chefs and leadership come to us from premier restaurants including The Peninsula of Beverly Hills, Island Hotel of Newport Beach, Charlie Palmer restaurant groups, and Wolfgang Puck catering services.

With a skilled chef instructor on staff, we recently re-launched our Culinary Training Program, which will graduate students into hospitality careers. Students will have the opportunity to serve at the Airway Shelter with a paid internship while honing their skills for career success in the food industry.

By engaging the community to come alongside us through our Food Truck and Community Feeding program, we inspire and provide a safe and meaningful experience for volunteers to serve the community. We are fully committed to cultivate a variety of opportunities to serve the community in Costa Mesa through street outreach, single serve packaged meal offering for the senior and disabled communities and hot meals programs for children after school programs.



We look forward to hearing your thoughts and feedback to find ways to support each other's work.

I'm sure you have lots of wonderful food service vendors to choose from. We look forward to hearing from you and working alongside you to provide tasty and nutritious food options to the clients in needs.

My best,

Bill Bracken
Founder & Culinary Director

Airway Shelter Food Service Proposal

Bracken's Kitchen herein referred to as the Kitchen is honored to present this proposal for food services for the Airway Shelter with service begins April 15th 2021. Incorporated in 2013, Bracken's Kitchen is a 501c3 non-profit organization operates at a 9,000 sq. ft. kitchen facility at 13941 Nautilus Drive, Garden Grove, CA 92843, is dedicated to combatting food insecurity here in Southern California. Our mission: Through food rescue, culinary training, and community feeding we are committed to rescuing, re-purposing, and restoring both food and lives, guides all that we do. What that means in practical terms is that we get to spend our days in the kitchen doing what we do best, cooking tasty and nutritious meals for those who need it most.

It is our vision that through culinary expertise and creativity, and a foundation of compassion, we will build upon our Trio of Services that includes our Rescued Food Program, Food Truck and Community Outreach Feeding Program, and Culinary Workforce Development Training.

Location: 3175 Airway Ave, Costa Mesa, CA

Bracken's Kitchen will commit to delivering complete, high quality, ready-to-serve, tasty and nutritious meals for breakfast, lunch, and dinner to the new shelter beginning April 15th, 2022. A minimum of one hot meal will be provided daily with to-go options at lunch.

The Kitchen will also provide fully trained and certified staff or volunteers at the shelter 7 days weekly with the mindset of community engagement with local business and community partners. However, due to labor shortages and training time required, the in-shelter staffing



process will be incremental while the off-site Kitchen continues to prepare and deliver ready to be heated meals. Placement of fully trained staff for in-shelter kitchen for the scope of work begins no later than 60 days from start of contract.

Until in-shelter kitchen is fully staffed, delivery of meals will be provided with the food held in disposable aluminum pans and placed inside insulated Cambro containers to maintain temperature.

Shelter Management will be responsible for all food service equipment needed to ensure both proper food safety and proper portion control of food served. Bracken's Kitchen will provide all serving and portion control guidelines to ensure staff is aware of proper portions for all meals.

To better manage food costs this period of supply constraints the Kitchen will work diligently through its Rescued Food Program to provide fresh and quality food product for meal production with partners such as Abound Food Care, OC Food Bank, Second Harvest Food Bank, Chef to End Hunger, Vesta Food Services, Solution of Urban Agriculture and other food suppliers and processors. The Kitchen has 8 years of experience in rescuing and repurposing almost 2 million pounds of unused edible food into 5 million tasty nutritious meals for the community living in food insecurity. Over 75 community and agency partners such as Trellis, OCC and Saint Joachim Catholic Church in Costa Mesa and 12 homeless shelters in Orange County and Los Angeles County collaborate with our Community Feeding Program to bridge the food gap for the less fortunate.

With 16 fully trained culinary staff and an army of over 450 recurring volunteers led by four reputable and experienced chefs, we are confident in our ability to develop and implement a menu plan for Breakfast, Lunch, and Dinner for 72 homeless individuals, 365 days a year. Our senior chefs come to us from premier restaurants including The Peninsula of Beverly Hills, Island Hotel of Newport Beach, Charlie Palmer restaurant groups, and Wolfgang Puck catering services.

We recognize that work force training is critical as restaurants and hospitality venues slowly rebuild staff and regain their footing as Covid restrictions recede. With a skilled chef instructor on staff, we recently re-launched our Culinary Training Program, which will graduate students into hospitality careers.

The Culinary Training Program provides our underserved students the introductory skills needed for employment in a professional kitchen. The training program entails learning the skills needed to prepare, cook, and serve food with menus that fluctuate around our rescued food inventory. By combining all of our programs we are building the framework to create a long term self-sustaining program that provides a hand up not just a hand out. Students will have the opportunity to serve at the shelter with a paid internship while honing their skills for career success in the food industry.



As with many non-profits, our volunteer program is the core of our operation. We provide opportunities for the community to contribute to socially equitable causes including ending hunger using their time, talent, and treasure. Our Food Truck Feeding Program provides a unique approach to serve the community at the point of need. It allows meals to be served directly to families, seniors, and others with limited mobility and geographic restrictions. It also provides opportunities for volunteers and staff to meet and build community with those we serve.

It is in our best interest to engage volunteers alongside with the city coordinators of Costa Mesa to serve the shelter clients during meal services while in-shelter kitchen staff ensures the preparation and production of meals. Our volunteer engagement program with its user-friendly software will provide a streamlined sign-up process to manage scheduling and utilization.

Key Personnel:

Founder and Culinary Director Chef Bill Bracken is a nationally renowned chef with over 40 years of experience in the 5 Star 5 Diamond luxury hotel industry. He oversees all kitchen operations with two other Culinary Institute of America (CIA) alums; Director of Food Services Chef Michael Owens, and Program Chef Kris Kirk.

Chef Michael Owens has over 25 years culinary experience and followed Chef Bill from the Peninsula Hotel of Beverly Hills to the Island Hotel of Newport Beach. Chef Michael manages, mentors, and leads the day-to-day food procurement operations, maintains expectations in food and labor costs, and is a certified manager on food handling safety. With the experience in his most recent ventures in managing and providing packaged food products to establishment such as Disneyland who requires strict quality control and inspection, Chef Michael brings professional expertise to the team and coordinates and facilitates all incoming food donations as well as the outgoing distribution of meals and product to our many community agency partners.

Chef Kris Kirk manages our daily menu and food production. He began his life-long journey in the hospitality industry as a dishwasher then advanced to kitchen manager while earning his BA in Communications from USC. He later graduated from the CIA and honed his skills at Wolfgang Puck's Spago Beverly Hills, Charlie Palmer's Aureole Las Vegas and was instrumental in building the team for Michael Mina's Aqua at the St. Regis Monarch Beach Resort. He excelled as Executive Chef at premier restaurants including Sage on the Coast, Ecco at the Camp, and DIVBAR in Newport Beach, where he worked under Chef Bill's leadership. Chef Kris has a passion for sustainable cuisine and takes great pride in providing nutritious healthy meals to clients especially at Sapphire Catering Services who provide meal services for charter and private schools and corporate offices.



Our culinary leadership applies the same high food safety standards and exceptional food quality from their collective experience to now serve thousands living with food insecurity. The only difference is for the first time in Orange County surplus safe and edible food is rescued and used in our menu planning. Our professional chefs and their culinary staff deploy their innovative culinary skills to cook delicious and nutritious meals at very low cost.

Running a nonprofit is no different than other businesses; operational infrastructure is crucial to maintain production efficiency and sustainability. Given Bracken's Kitchen's rapid expansion, Caterina Richards joined the team in 2018 as Director of Operations to develop and implement the organization's strategic plan and daily operations. Honored as one of OC METRO's "Top 40 under 40" entrepreneurs and nominated for the OC Business Journal's Businesswoman of the Year Award multiple times, and recently awarded Congressman Lou Correa's "Women of the Year Award". Caterina has over 20 years of entrepreneurship experience and managed successful woman and minority owned business ventures in the LED lighting optics industry. Ms. Richards leads the operation and program teams ensuring all program needs are met and a sustainable business model is properly cultivated and maintained.

Chef Charlie Negrete is a graduate of CSCA and began as Sous Chef and is now our Chef Instructor. He has climbed the ranks from dishwasher to executive chef and chef instructor. He worked under Michelin Starred Chefs and premier establishments such as the Peninsula Hotel of Beverly Hills, Terranea Resort, and Portofino Hotel & Yacht Club. With his new calling to empower society's underserved, Chef Charlie spent two years at the LA Kitchen before it was closed in 2018. Charlie was instrumental in developing the culinary training program at LA Kitchen and carries those experiences into our own Culinary Training Program.

Food Services Options:

We meet our mission by helping you provide a healthy and wholesome foundation of quality food to the shelter clients enabling them to be ready to improve their current life situation.

BREAKFAST:

Continental options include fresh breakfast pastries, baked goods, fruit, cereals, or oatmeal. Two hot breakfast options weekly may include eggs, breakfast meat options, breakfast casserole, pancake or French toast.

LUNCH and DINNER:

Meal options include ready to reheat hot meal, seasonal entrée salad, cold sandwiches, and pasta salad. Items might be available as to-go option.



- Pork Carnitas with Spanish Rice and Beans, Crispy Coleslaw
- Ham Salad Sandwiches with Orzo Salad, Fresh Fruit
- Chicken Parmesan Sandwich on a Potato Bun with a Classic Caesar Salad
- BBQ Chicken Salad with Mixed Greens, Black Beans and Corn, BBQ Ranch Dressing

A minimum of one ready to reheat or hot meal will be provided daily. The meal will consist of one hot entrée and a combination of a hot starch or vegetable and a cold salad or fruit. The hot entrée and starch may be combined as one meal such as a pasta or braised beef stew.

Examples of menu items may include:

- Creole Chicken Pasta with Tomatoes and Herbs, Served with Garden Salad
- Spanish Beef Picadillo and a Leafy Green Salad
- BBQ Chicken with Roasted Potatoes, Classic Coleslaw
- Turkey A LA King over Egg Noodles, Fruit Compote

PRICING:

Please find below our proposed subsidy per meal period. Client will agree to a minimum number of meals to be made and delivered and an agreed advance notice of any census changes in guest count. Subsidized cost based on a minimum of 50 meals per meal period. The Kitchen reserved the right to minimize staffing on site, should census reach below 50 meals per meal period.

Estimated cost per tasty and nutritious meal is as follows:

Breakfast: \$3 per person

Lunch: \$5 per person

Dinner: \$6 per person

Breakfast/Lunch/Dinner Combo Discount: \$12.50/day per person

Interim Service without staffing on site: (reheating required by City or Shelter Staff)

Daily: 72 ppl x \$7 per = \$504.00 per day

Weekly: 7 days = \$3,528.00 per week

Annual: 52 weeks = \$183,456.00 per annual

Delivery fees: weekly @ \$75.00 = \$3,900.00 annual

Full Service with trained and certified staffing:

Daily: 72 ppl x \$12.50 per = \$900.00 per day

Weekly: 7 days = \$6,300.00 per week

Annual: 52 weeks = \$327,600.00 per annual



Begin no later than 60 days from start of service

Knowing that the food industry has been hit the hardest during the pandemic all the way up the “food chains”, we see a decline in in-kind food donations. While we leverage our relationships with our partners from our Rescue Food Program and In-Kind donation, we carry the financial burden to provision for supplemental and fresh products, which has a big impact with our meal production. In order to moderate and minimize food cost, we seek and forge new partnerships to broaden our rescued food supply chain, such as local farmers, distributors, wholesalers, food processors, and mass food production manufacturers. However, we will continue to meet these challenges as the economic impact continues in the foreseeable future. With cost in mind, we adjust our menu weekly and sometimes pivot throughout the week to best utilize what we have on hand from rescue food program along with economical purchases.

PAYMENTS:

Bi-Weekly invoice will be submitted for payment.

Upon credit approval customer will be given Net 30 terms.

Invoices not paid within terms are subject to a 1.5% monthly finance charge.

CONTACT INFORMATION:

Program contact information is as followed:

Caterina Richards, Director of Operations: (949) 861-1706 or cat@brackenskitchen.com

Michael Owens, Director of Food Services (626) 710-8196 or mike@brackenskitchen.com

Cost Proposal

Estimated cost per meal is as follows:

<u>MEALS</u>	<u>COST PER DAY FOR 1 PERSON</u>
Breakfast	\$ 3.00 / day per person
Lunch	\$ 5.00 / day per person
Dinner	\$ 6.00 / day per person
Breakfast /Lunch /Dinner Combo Discount	\$12.50 / day per person
Other_____	\$_____ / day per person

<u>FULL CAPACITY</u>			
Daily:	72 people	X \$ 12.50	= \$ 900.00 per day
Weekly:	7 days	X \$ 900.00	= \$6,300.00 per week

EXHIBIT C
CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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



City of Costa Mesa

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 22-638

Meeting Date: 4/19/2022

TITLE:

AWARD OF CONTRACT FOR CITYWIDE LANDSCAPE MAINTENANCE SERVICES

DEPARTMENT: PUBLIC SERVICES DEPARTMENT/MAINTENANCE SERVICES
DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC SERVICES DIRECTOR

CONTACT INFORMATION: ROBERT RYAN, MAINTENANCE SERVICES MANAGER, (714)
327-7499

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Maintenance Services Agreement (MSA) with Brightview Landscape Services, Inc. for citywide parks and landscape maintenance services, in an amount not to exceed \$2,364,061 annually, for an initial term of three (3) years with two (2) optional one-year extensions for a total of five years.
2. Approve a 10% contingency annually for irrigation and landscape repairs and other unforeseen costs and approval for Consumer Price Index (CPI) escalation and de-escalation.
3. Authorize the City Manager and City Clerk to execute the MSA and future amendments to the agreement within Council authorized limits with Brightview Landscape Services, Inc.

BACKGROUND:

The City of Costa Mesa is responsible for the maintenance of over 226 acres of landscape within 29 parks, 5 sports fields, and 13 facilities as well as numerous parkways, bike trails and medians. On July 1, 2017, the City entered into a three (3) year agreement with two (2) additional one-year renewal periods with Marina View Landscape, now known as Brightview Landscape Services, Inc., to provide comprehensive parks and landscape maintenance services. The final one-year extension period ends on June 20, 2022.

The general scope of work includes complete turf maintenance, weeding and edging of ground cover, preventing and controlling weeds in turf, planters and hardscape, trimming of shrubs, the cleaning and maintenance of hardscape areas, litter collection and disposal, and other activities normally associated with maintenance of municipal parks, recreational facilities and landscaped areas.

As the maintenance service contract term is ending, the work needed to be re-bid and a new contract established.

ANALYSIS:

On November 10, 2021, the Purchasing Division advertised a Request for Proposal (RFP) No. 22-10 for Parks and Landscape Maintenance as required by the City of Costa Mesa Municipal Code. The RFP was posted on the Planet Bids website.

In response to the RFP, six (6) bids were received. The proposals were initially screened by the Purchasing Division to confirm that they met the requirements of the RFP, after which they were evaluated separately by two (2) City staff and a municipal landscape maintenance superintendent from the City of Newport Beach. On January 19, 2022, the independent results were compiled by the Purchasing Division. It was the consensus of the three (3) raters that Brightview Landscape Services, Inc. (Brightview) was the most qualified company and submitted the highest rated proposal (Attachment 2). The raters determined that Brightview has the resources to provide the high level of service the City is looking for and had the most experience maintaining the types of municipal facilities found in Costa Mesa.

The Purchasing Division contacted multiple references for each proposer as part of the review process and found that all of the references for Brightview were very positive about all areas involved in the inquiry. The references confirmed that Brightview had provided the high quality work required, and that they successfully performed services of a similar scope and magnitude locally to not only Costa Mesa, but also to other agencies including Anaheim, Lake Forest, Newport Beach and San Juan Capistrano. In addition to financial and insurance review, staff also verified Brightview's required licenses to perform the work.

ALTERNATIVES:

The City Council could reject the bid and redirect staff to re-advertise the work. However, staff believes that this alternative would not result in locating a higher rated company with more competitive pricing than those received in the initial process.

FISCAL REVIEW:

Funding for this contract will be included in the Fiscal Year 2022-23 Public Services Department operation budget in the amount of \$2.6 million. After the first year, Brightview may increase its fees annually in an amount not to exceed 5% based on CPI for the Los Angeles-Long Beach-Anaheim area.

LEGAL REVIEW:

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

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Strengthen the public's safety and improve the quality of life

CONCLUSION:

Staff recommends the City Council:

1. Approve the proposed Maintenance Services Agreement (MSA) with Brightview Landscape Services, Inc. for citywide parks and landscape maintenance services, in an amount not to exceed \$2,364,061 annually, for an initial term of three (3) years with two (2) optional one-year extensions for a total of five years.
2. Approve a 10% contingency annually for irrigation and landscape repairs and other unforeseen costs and approval for Consumer Price Index (CPI) escalation and de-escalation.
3. Authorize the City Manager and City Clerk to execute the MSA and future amendments to the agreement within Council authorized limits with Brightview Landscape Services, Inc.

**CITY OF COSTA MESA
MAINTENANCE SERVICES AGREEMENT
WITH
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of April, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BRIGHTVIEW LANDSCAPE SERVICES, INC., a California corporation ("Contractor").

W I T N E S S E T H :

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the Scope of Work, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein (the "Services"). Contractor shall provide the Services at the locations set forth in Exhibit "C," attached hereto and incorporated herein.

1.2. Prevailing Wage Requirements.

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

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or

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

- (c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.
- (d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.
- (f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of City. Evaluations of the work will be done by City's Maintenance Services Manager or his or her designee. If the quality of work is not satisfactory, City in its

discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory;
- (c) Issue a Performance Deficiency Notification, in substantially the form as set forth in Attachment 1 to Exhibit A, and withhold payment if Contractor fails to correct the deficiencies identified, as further detailed below; and/or
- (d) Terminate the Agreement as hereinafter set forth.

In the event Contractor fails to correct the deficiencies identified in a Performance Deficiency Notification within the timeframes set forth in such notification, City may deem the period from the date on which the deficiencies are identified through the date on which the deficiencies are corrected to City's satisfaction to be a "period of noncompliance." During a period of noncompliance, the City may, in its discretion, withhold any payments which may be due or become due to Contractor and/or deduct from any payments which may be due or become due a pro-rated amount of Contractor's monthly compensation. Such pro-rated amount will be calculated based on Contractor's total monthly compensation divided by the number of working days during the period of noncompliance.

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

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

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

1.7. Delegation and Assignment. Contractor may not delegate or assign this Agreement, in whole or in part, to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. City agrees to pay Contractor a monthly fee of One Hundred Ninety-Seven Thousand Five Dollars and Five Cents (\$197,005.05) in accordance with the fee schedule set forth in Exhibit C. Contractor's annual compensation shall not exceed Two Million Three Hundred Sixty-Four Thousand Sixty Dollars and Sixty Cents (\$2,364,060.60).

2.2. Fee Increases. Contractor shall not increase its fees during the first year of the term of this Agreement. Thereafter, Contractor may increase its fees on an annual basis using the Consumer Price Index for All Urban Consumers for the Los Angeles–Long Beach–Anaheim area (CPI). The adjustment will be determined using the April index for the current year and the April index for the preceding year. However, in no event shall the increase in Contractor's fees exceed five percent (5%). If Contractor desires to increase its fees as set forth herein, Contractor shall provide written notice to the City by June 1 of the year in which the increase will take effect, which notice shall include reference to the CPI index, the percentage CPI increase, and Contractor's revised fees based on such CPI increase. Any increase to Contractor's fees and corresponding increase in Contractor's maximum annual compensation will be reflected in an amendment to this Agreement and effective on July 1. No increase in Contractor's compensation will be retroactive.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor may submit invoices to the City for approval on a monthly basis. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed and the date of performance.

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Contractor shall commence providing the Services on July 1, 2022 ("Commencement of Work"). The Services shall be performed in strict compliance with the schedule set forth in Exhibits A and B. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years from the Commencement of Work, ending on June 30, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This Agreement may be extended by two (2) additional one (1) year periods upon written agreement of the parties.

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

In the event City terminates this Agreement due to nonperformance or substandard performance by Contractor, City may contract or cause to be done any work not completed or satisfactorily completed at the time of termination. In such event, final payment to Contractor will be reduced by the total cost of such work.

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

5.0. INSURANCE

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

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), 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. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents,

employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery 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 CONTRACTOR:

Brightview Landscape Services, Inc.
1960 S. Yale Street
Santa Ana, CA 92704
Tel: (714) 546-7843
Attn: Darin Sherlock

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-7499
Attn: Robert Ryan

Courtesy copy to:

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

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

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows.]

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

CONTRACTOR

Jeff Herold
COO/President

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:

Robert Ryan
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Raja Sethuraman
Public Services Director

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

SECTION 1 - GENERAL SPECIFICATIONS

LANDSCAPE AND TURF MAINTENANCE SPECIFICATIONS

1. GENERAL PROVISIONS

A. Scope of Work: The scope of work consists of the complete landscape, irrigation and specialty maintenance of parks, parkways, sports fields, lakes, and facilities within the City of Costa Mesa. The work consists of complete turf maintenance, weeding and edging of ground cover, preventing and controlling weeds in turf, planters and hardscape, trimming of shrubs, application of pesticides, cleaning and maintenance of restrooms, hardscape areas, litter collection and disposal, and other activities normally associated with full service maintenance of municipal parks, recreational facilities and landscaped areas.

B. Locations: See **Detailed Pricing Sheets**

C. Quality of Work: The Director of Public Services, or his designated representative, shall be the sole judge as to the adequacy and quality of maintenance. Where the Director of Public Services is mentioned in these General Provisions, it shall be noted that his designated representative may act in his behalf regarding administration of this agreement. To ensure consistent quality of the work being performed, the City representative may inspect all areas covered by this contract within 24 hours after work is scheduled to be performed for the month.

Any deficiencies shall be recorded on the Performance Deficiency Notification form, see Attachment 1, and submitted to the contractor for review and corrective action. After the correction period allowed in the Performance Deficiency Notification form has passed, the City represent shall re-inspect the deficient work and complete and submit a Performance Deficiency Status Memo, see Attachment 1, to the Contractor. Any deficiencies not corrected shall result in the value of the work deducted from the monthly payment to the Contractor. The bid prices quoted by the contractor in the Service Area and/or Extra Work Pricing Sheets shall be used to determine the dollar value of any deficiencies.

D. Definitions: All references herein to "City" shall mean the City of Costa Mesa or City's Authorized Representative.

2. CONTRACTOR'S RESPONSIBILITY

A. Experience: Prior to contract award, the successful Proposer for this contract shall be required to demonstrate to the City that he/she can successfully perform maintenance work of the type involved in this contract and possesses suitable equipment to perform the work.

B. Local Office: The Contractor shall maintain a local office with a competent representative who can be reached during normal working hours or emergencies who is authorized to make decisions on matters pertaining to this contract with the City. Field facilities that support daily operations must be within fifteen (15) miles of the City.

C. Equipment List: All Proposers must provide a list of equipment they will use to fulfill the contract. The list must include the make, model, year of equipment and whether the equipment is owned or leased. The City reserves the right to determine the capability of the equipment and to reserve acceptance or rejection of deficient equipment.

D. Licenses and Permits: The Contractor shall, prior to submitting a Proposal and during contract period, possess all licenses and permits required for the performance of the work required by this contract. Contractor must possess a Business License for Pest Control and must possess or employ person(s) possessing a valid Pest Control Advisers License and a valid Qualified Applicators License in the required categories. In addition, all persons performing pest control and handling pesticides shall possess a valid Qualified Applicator's Certificate in the applicable category. No Proposal shall be considered from a Proposer who, at the time the Proposal is submitted, is not licensed (C-27) to contract for this project in accordance with the law under provisions of Division 3, Chapter 9, of the Business and Professions Code of the State of California. In the event of a dispute as to the classification of the license required, the opinion of the Contractor's State License Board shall prevail. This requirement is not a mere formality, and it shall not be waived. All vehicle operators performing work on this project shall have a valid State of California driver's license for the class of vehicle being operated and while working in the City have signage on two sides of each truck stating "Authorized Contractor for the City of Costa Mesa"; with Name of Company, Phone number(s) of Company and State Contractor's license number(s). The Contractor shall have a valid City of Costa Mesa business license prior to starting work. **The Proposer shall provide a copy of all required licenses, in their Proposal except for City Business License.**

E. Contractor is an Independent Contractor: The Contractor shall act under the contract as an independent contractor vis-à-vis the City of Costa Mesa and shall not be an agent or employee of the City. The Contractor shall not represent or otherwise hold out itself or any of its subcontractors, directors, officers, partners, employees or agents to be an agent or employee of the City.

F. Indemnification: The Contractor shall indemnify and otherwise hold harmless the City, and its officials, officers, employees, agents and other representatives, from all liability, loss or damage, including reasonable attorney's fees and other costs of defense resulting from damage or injury to persons or property caused, or claimed to have been caused, by acts or omissions of the Contractor or of any of its agents in the course of or in connection with the Contractor's performance under the contract. The parties agree to cooperate fully in the resolution of any claims for such liability, loss, or damage.

G. Compliance with the Law: The Contractor agrees that his performance under the contract shall comply with all applicable laws of the State of California, and any political

subdivision of such state, including without limitation the County of Orange, and the City of Costa Mesa.

H. Equal Employment Opportunity: The Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in imposition of penalties referred to in Labor Code Section 1735.

I. Personnel – Minimum staffing levels, Supervision & Certifications: The Contractor shall furnish a minimum of thirty (30) regular maintenance staff members, three (3) irrigation technicians and two (2) supervisors, Monday through Friday and six (6) maintenance staff members on weekends and Holidays, to complete all work required under this contract during the regular and prescribed hours; and to the standards deemed acceptable to the City's Representative. All such personnel shall be physically able to perform the required work. The Contractor and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public. They shall be fully clothed in matching, well-maintained, company uniforms; with name of company and employee clearly visible. The City may require the contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City. All personnel working on the City contract must be capable of communicating effectively with City Representative and the public in English.

The Contractor shall notify the City's Representative at least forty-eight (48) hours prior to any staffing level changes that may arise due to training, employee issues, functions or meetings.

Regular staffing shall include the following:

1. Supervision: The Contractor shall assign adequate supervisory personnel to be on site each working day, working regular working hours, for the duration of this contract. The Contractor and the supervisor shall have expertise and experience in comprehensive maintenance of a wide range of municipal facilities, including but not limited to: plant care, irrigation management, pest control, soils, fertilizers, and plant identification. The supervisors must be fluent in the English language (written and spoken), and must be able to communicate effectively with City Representative, the public and subordinate staff. There shall be regular meetings on site with the Contractor and the City to determine progress and to establish areas requiring attention to meet specifications. City shall retain the right to schedule meetings at any frequency.

2. Certification: A Certified Irrigation Technician that will be responsible for irrigation testing, identifying and making any necessary irrigation repairs as well as recommending/requesting specific irrigation scheduling changes. Employees making recommendations or applying pesticides shall be certified by the State of

California Department of Pesticide Regulation and have the required licenses or certificates and Orange County registrations to conduct pesticide application operations.

J. Scheduling of Work: On a monthly basis or more frequently if the City determines it is necessary, the Contractor shall provide a comprehensive schedule for the work to be conducted during the next work period. The schedule shall be of the calendar type and shall list the tasks to be accomplished per site and the number of employees and man-hours that shall be dedicated to the work. The schedule shall also indicate any special work assignments i.e. pesticide application, tree trimming, playground inspections, pressure washing, etc. that shall be conducted.

The schedules shall be submitted to the City five (5) working days prior to the first working day of the month or work period. Failure to submit schedules within the time frame specified shall result in a penalty of \$100 per occurrence, per schedule for each calendar day until schedules are received. The Contractor shall accomplish all normal work required under this contract between the hours of 7:00 a.m. and 3:00 p.m., Monday through Sunday including Holidays. The City may grant, on an individual basis, permission to perform contract maintenance at other hours.

K. Underground Alert: The Contractor shall comply with the requirements of Assembly Bill 73. The law states that, "...every person planning to conduct any excavation is required to contact a regional notification center at least 2 days prior to excavation" Assembly Bill 73 defines excavation as, "any operation in which earth, rock, or other material in the ground is moved, removed or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, auguring, tunneling, scraping, cable or pipe and driving, or any other way.

L. Payment:

1. Monthly Reports: The Contractor shall be paid monthly for work performed satisfactorily under this contract. At the completion of each month, the Contractor shall submit a detailed report of maintenance performed. This report shall be accompanied by a billing in accordance with the contract price for the work performed and shall become the basis for payment. The annual contract amount shall be divided into 12 equal payments.

This is a prevailing wage contract. All Contractor employees must be paid in compliance with all applicable laws and prevailing wage determinations applicable at the time of award or otherwise mandated by changes in laws and/or regulations by Federal and/or State entities with authority over the classifications of workers for this contract. Certified payroll reports for all employees performing work on the contract during the billing period, shall be submitted with each invoice. The Contractor must meet all applicable State and Federal requirements and must be registered with the State Department of Industrial Relations for this project.

2. Payment Withheld: The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

- Work required in the specifications, which is defective, incomplete, or not performed.
- Claims filed or reasonable evidence indicating probable filing of claims.
- Failure of the contractor to make payments properly to subcontractors for materials and labor.

A reasonable doubt that the contract may be completed for the balance then unpaid.
Failure to submit required reports or other documents required by the contract.

3. CONTRACT SITES

See **Detailed Pricing Sheets**

4. ADDITIONS/DELETIONS

The addition or deletion of areas to be maintained may be made by the City with thirty (30) days written notice to the Contractor. To expedite any changes, the Contractor is to complete the **Extra Work Bid Form**, itemizing all applicable labor and material costs. Any and all such changes shall only be made upon written notification in the form of a change order approved by the Director of Public Services, which shall clearly state the effective date of the change, the adjusted contract amount and the scope of any changes. The contract amount shall be adjusted to reflect the additions or deletions.

5. EMERGENCY CALLS

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City may be referred to the Contractor for immediate response.

- Contractor shall respond to emergency calls within two (2) hours from time of notification and shall notify the City Representative upon completion of the call out and the work performed.
- Contractor shall designate a person(s) who shall be available to respond to emergency calls 24 hours per day.
- Contractor shall submit telephone number(s) to the City that can be used to obtain emergency service on a 24-hour basis.

Upon arriving at an emergency situation, it shall be the responsibility of the Contractor to eliminate all unsafe conditions which would adversely affect the health, safety or welfare of the public or notify the City Representative if that is not possible.

Failure to respond within two (2) hours of attempt to contact shall result in a \$300 penalty per incident. Failure to respond to an emergency when contacted, shall subject Contractor to any primary or secondary cost arising from said emergencies and may result in termination of contract.

6. SAFETY REQUIREMENTS

All work performed under this contract shall be performed in such a manner as to provide maximum safety to the public, and where applicable, comply with all laws, regulations, and applicable safety standards required by CAL-OSHA, the Work Area Traffic Control Handbook (W.A.T.C.H.) and the State of California Manual of Traffic Controls.

The City reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

A. Hazardous Conditions: The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from his/her operations. Any hazardous condition noted by the Contractor, which is not a result of his operations, shall be immediately reported to the City.

B. Spills/Leaks: The Contractor must submit a written plan for the emergency clean-up of any leaks or spillage of hydraulic fluid, oils, pesticides and any other potentially hazardous materials.

C. Traffic Control: During the progress of the work, adequate provision shall be made by the Contractor to accommodate normal traffic over public streets and park roadways so as to cause a minimum of inconvenience to the general public, and shall hold the City harmless from all claims arising from any act or omission on his/her part pertaining to any injury, death or damage to any person or property by reason of any use of any street by anyone while the Contractor is working or has any equipment or barricades thereon. Means of ingress and egress for occupants of property or buildings shall be provided at all times unless otherwise approved by City. Contractor shall notify City Representative of intent to begin work at least five (5) days before work is begun if the work shall include the closure of any traffic lane. The Contractor shall cooperate with local authorities and all other City departments relative to handling traffic through the area and shall make his/her arrangements relative to keeping the working area clear of vehicles. If the work is of a re-occurring nature, a one-time submittal of a traffic control plan shall be completed and approval received prior to the initiation of the work.

When entering or leaving roadways carrying traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. All traffic delineation and work area protection shall conform to the Work Area Traffic Control Handbook (W.A.T.C.H.) and the State of California Manual of Traffic Controls. All lane closures shall require the completion and City approval of a traffic control plan prior to conducting work. **Contractor shall provide a flashing sign arrow board for all lane closures.**

The Contractor shall make every effort to keep commercial driveways open during working hours. After working hours, all driveways shall be accessible with smooth and safe crossing through the construction area (W.A.T.C.H.).

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation shall be allowed therefore.

7. SOUND CONTROL REQUIREMENTS

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to the contract. No pruning operations, use of equipment or tools shall begin before 7:00 a.m.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

8. WASTE DISPOSAL

City shall provide a refuse and green waste transfer collection area within the City for the handling of all waste generated by this contract. Contractor shall be responsible for the collection, removal and disposal of all trash, debris and green waste generated by landscape maintenance activities as per specifications. The Contractor shall deposit general trash and green waste each day from the contract at the City's transfer site. Additionally, the Contractor shall deposit all generated waste into the appropriate refuse container as provided by the City. The City will coordinate the emptying and tracking of such waste. Contractor shall keep refuse transfer area clean and free of any debris on the ground.

9. PROTECTION AND PRESERVATION OF PROPERTY

The Contractor shall be held responsible for the preservation of all public and private property along and adjacent to the work area, and shall be required to exercise due caution to prevent any damage or injury, thereto, as a consequence of his/her operation. All trees, shrubs, ground covers, fences, warning signals, street signs, walks, walls, structures, stairways or other property shall be adequately protected and should not be removed or disturbed without permission from the City. Any damages resulting from Contractor neglect shall be repaired/replaced at the Contractor's expense.

The Contractor shall be responsible for repairing/replacing any existing plant material or irrigation systems in public or private landscapes damaged during maintenance operations, to their original condition at Contractor expense. Any damage to landscape areas shall be reported to the City immediately.

10. PUBLIC RELATIONS

Contractor shall maintain good public relations at all times. The work shall be conducted in a manner that shall cause the least possible interference or annoyance to the public.

The City of Costa Mesa reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and hold harmless the City of Costa Mesa from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

11. INSPECTIONS

Inspections may be performed by representatives of the City at specified times and/or random visits; during or following times when the Contractor is on site.

All inspections requested by the Contractor shall be requested from the City Representative a minimum of **forty-eight (48) hours** prior to the anticipated inspection.

All work shall meet the approval of the City, or be rectified by the Contractor to a condition that meets acceptance, at no additional cost to the City. If the Contractor calls for inspections and is not ready for the inspections, he/she shall be charged hourly, including travel time for all members of the team of inspectors involved.

12. GENERAL CLEAN-UP

The Contractor is required to insure that all grass clippings, debris, etc. resulting from the landscape maintenance practice shall be thoroughly cleaned up and removed from the work site at the conclusion of the work day. The facility shall be left in an acceptable condition to the City. In the event the site is left in an unsatisfactory condition, the Contractor shall be required to return to the site and correct the unsatisfactory condition.

In the event the Contractor does not correct the condition in a reasonable amount of time, City forces shall be dispatched and the Contractor shall be charged for the work. Repeated violations of this section shall result in termination of the contract. No debris may be left on site or placed in a roadway or drainage structure that is part of or drains to the City's storm water collection system.

13. INCLEMENT WEATHER

During the periods when inclement weather hinders or prevents normal maintenance operations, the Contractor shall adjust his work force in order to accomplish those activities that are not affected by weather as listed below:

The Contractor shall clean drains, gutters, or other drainage structures within contracted maintenance service areas or perform other activities as needed to address weather

related issues. The Contractor shall make available to the City, adequate personnel to assist in any storm related response or damage repair to sites in this contract.

The Contractor shall not work or perform any operations during inclement weather that may cause damage to any landscaped area within the scope of this contract. The Contractor shall the contact City Representative by 7:00 a.m. on any work day when conditions shall/may result in no scheduled work to be performed.

The Contractor shall immediately notify the City Representative when the work force has been removed from the job site due to inclement weather or other reasons.

SECTION 2 – SPECIAL PROVISIONS

1. GENERAL LANDSCAPE MAINTENANCE

Landscape maintenance shall include but not be limited to turf, shrub, groundcover areas, drainage structures and hard surface areas. Maintenance includes the routine mowing, pruning or trimming of turf, shrubs, and groundcover to maintain a neat appearance. Remove weeds that are not controlled by herbicides before size or abundance becomes a cause of complaint. Generally, weeds that exceed 3 inches to 5 inches in height or predominate in a bare area are unacceptable and shall be removed. Keep all areas in a neat, clean, and well maintained condition at all times. Animal feces, broken glass, sharp objects or other materials detrimental to human health shall be removed daily.

Maintain all drainage structures to avoid obstruction at all times. Keep sidewalks and other hard surface areas free of obstructions, water, mud, algae, slime, silt, or other potentially hazardous debris at all times. Keep adjacent plant material from encroaching on to public right-of-way.

2. PLANT GUARANTEE AND/OR REPLACEMENT POLICY

Existing plants shall be replaced by Contractor if they die due to Contractor's negligence. All replacement plants shall be inspected and approved by City prior to installation. All landscape improvements or repairs shall conform to the City of Costa Mesa Landscape Specifications and Details.

3. IRRIGATION

A. Irrigation Repairs: The Contractor shall be responsible for repair of all site irrigation downstream from the water meter beginning with the customer service valve; all pressure main lines, or any equipment in line (flow meters, master valves, etc.), through lateral lines and sprinkler heads; including all irrigation controllers, rain gauges, control and communication wiring. The Contractor shall make all repairs using parts approved by the City's Representative and in accordance with the City's Irrigation Standards found in Attachment 3. Contractor shall notify City Representative of any main line failure within twenty-four (24) hours of occurrence. Non-functioning and unrepairable components (controllers, devices, gear driven rotor sprinkler heads) shall be replaced by the

Contractor at cost of the device plus 15%. The City Representative shall approve all repairs in advance. The Contractor shall not backfill any repairs without inspection by the City, unless authorized by the City Representative.

Damage to irrigation systems caused by the Contractor shall be the responsibility of the Contractor to repair within 48 hours of occurrence, self-discovery or notification by the City. All replacement parts and materials are to be same type and model as original installation, unless a substitute is approved by City Representative. Failure to do so shall result in correction by the Contractor at no additional cost to the City.

B. Irrigation Scheduling and Water Management: The City shall be responsible for the programming of irrigation controllers that are part of the City's Rainmaster or Rain Bird centralized systems. The Contractor shall be responsible for programming all other irrigation controllers.

For changes to irrigation schedules controlled by the City's central irrigation systems, the Contractor shall submit proposed irrigation schedules or a request to change a schedule to the City Representative, two (2) working days in advance of the needed change. City Representative, using information provided by the contractor, shall program the change by the date requested.

The Contractor shall perform inspections and repairs of all irrigation systems within contracted sites on the following schedule:

1. Facilities, Fire Stations, Medians, Parkways, Parks:
 - monthly
2. Sports Fields:
 - 1x/month October thru February
 - 2x/month March thru September

All inspections shall be included in the work schedule and be performed in the presence of the City Representative unless otherwise authorized. All stations on any given controller shall be operated automatically, with the performance of every sprinkler observed and deficiencies noted in writing on a form provided by or approved by the City.

The Contractor shall be responsible for programming each non-centralized irrigation controller in the "off" position during inclement weather. The controller shall be placed in the "off" position the last working day prior to a rain prediction of 40% or greater. Failure to do so shall result in a penalty of \$100 per occurrence per irrigation controller for those observed to not be in the "off" position.

The City shall have final determination as to the appropriate programming of irrigation controllers. Upon discovery, the Contractor shall immediately report any irrigation system malfunctions, vandalism or damage to the City Representative. The Contractor shall be responsible for necessary repairs to irrigation controllers. The City Representative shall inspect and confirm any proposed repairs to irrigation controllers prior to commencement

The Contractor shall furnish the City with copies of all invoicing, with both pricing and quantities listed, for any purchases of Rainbird and/or Hunter Industries Products monthly.

C. Backflow Prevention Devices: The Contractor shall be responsible for testing, repairs and annual re-certification of all backflow prevention devices associated with landscape irrigation systems within their areas of responsibilities. The Contractor shall adhere to the timelines designated by Irvine Ranch Water District (I.R.W.D) and Mesa Consolidated Water District (M.C.W.D) for testing and repairs of each backflow preventer. The City Representative shall inspect and approve all repairs and testing, prior to payment to the Contractor. The Contractor must perform all tests and repairs with an Orange County Certified Backflow tester and a Licensed Plumber. Additionally, all devices must be tested and re-certified whenever a backflow device is installed or repaired. A yearly certification test must be performed on all devices.

The Contractor is responsible for all required testing and repairs, along with required documentation maintained for a period three (3) years, with documentation provided to the City. Repair costs may be invoiced to the City with maximum 15% markup on parts and labor per the Extra Work Pricing. Testing costs are included in the base contract and shall not be invoiced.

D. Irrigation Special Provisions:

- **Water Management:** The Contractor shall manage irrigation water applied to City landscape maintenance areas included in this contract at a rate and quantity which closely matches the actual demands of plant material with little or no runoff. All turf areas shall be irrigated only as required to maintain acceptable growth and appearance without excess usage. Any irrigation water restrictions imposed by the water provider shall be strictly adhered to. Any penalties or fines imposed by the water provider due to the failure of the Contractor to follow restrictions shall be paid by the Contractor

All components of the irrigation system shall be maintained in proper working order, as per manufacturer specifications and this specification. Contractor shall inspect irrigation systems regularly, at a minimum, per the requirements above. In addition, observations shall be made during regular maintenance activities for any apparent concerns; such as broken and/or malfunctioning heads and shall report observations and areas that need repair to the City Representative. All system problems observed shall be repaired immediately upon discovery or within 48 hours if immediate repairs are not practical.

More detailed inspections of system equipment and performance shall be conducted per the specifications throughout the year with a summary report recorded in the maintenance log located within the controller. The maintenance log shall be discussed with the City Representative once per month at the scheduled walk-through/inspection.

This shall comprise all irrigation components that includes but is not limited to back flow prevention devices, main pressure lines, lateral lines, master valves, flow meter valves, sprinkler heads, pressure regulators, pumps, controllers, valves, wiring and rain guards if installed.

- **Irrigation/Operation and Maintenance:** Contractor shall keep all controllers in continuous working order. Contractor shall repair and clean the irrigation controllers as needed to insure good working performance. Contractor shall keep all controller enclosures in good working order. This includes cleaning door panels, vacuuming interiors, pest prevention-eradication, lubrication of hinges, locks, etc. Contractor is responsible for securing the controller cabinet door at all times.
- **Contractor shall adjust all aspects of the irrigation systems in order to:**
 - Provide optimum coverage of landscaped areas.
 - Prevent or minimize runoff and/or erosion.
 - Prevent or minimize water on roadways, facilities (tennis, basketball and handball courts, walkways, trails, fences, private property or other non-landscaped surfaces).
 - Prevent, eliminate and/or limit hazardous conditions.
 - Prevent “flood irrigation”; over irrigating one area to account for coverage deficiency in another area.

All system malfunctions, damage, and obstructions shall be recorded and timely corrective action taken. In addition to specified routine irrigation system testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported; daily, if needed.

Contractor shall correct deficient irrigation systems and equipment as necessary following notification from the City Representative.

The Contractor shall turn off irrigation systems immediately or as directed the City Representative during periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices. This is to include weekends and holidays when inclement weather is experienced or predicted. Contractor shall notify the City Representative immediately any time an irrigation system is shut down for any reason.

The Contractor shall monitor, inspect and change or fill barrels for the fertilizer injection systems at the Jack Hammett Sports Complex and at Tewinkle Bark Park on a weekly basis or as directed by the City Representative, to ensure proper operation. The Contractor shall notify the City if the fertilizer injector needs to be serviced or repaired. Repairs will be coordinated by an authorized vendor at City expense. All fertilizer materials will be supplied by the City.

The Contractor shall have full responsibility to ensure watering requirements are met within each City site. Contractor's staff shall be capable of performing repairs, installations and modifications of existing irrigation systems to adequately irrigate all landscaped areas.

The Contractor shall ensure that sprinkler heads are in good operational order, filters are cleaned regularly, drip lines flushed and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, and filter replacements shall be considered as included in the contract price and no additional compensation shall be allowed therefore.

All electrically operated valves shall close completely at the conclusion of the station-watering program. As needed, valves shall be cleaned, repaired and/or replaced promptly to restore proper operation. As part of the base bid, valve boxes shall be kept clean of rocks, soil, debris, and silt to a depth of 2" below the bottom of the valve. The Contractor shall exercise all valves and quick couplers at each site on a monthly basis.

- **Materials:** All replacement materials shall be in accordance with the City's Irrigation Standards found in Attachment 3, unless a substitute is approved by the City Representative. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems. Contractor shall implement repairs in accordance with all warranties. Cost of materials invoiced to the City shall be no greater than the Contractor's actual cost plus a 15% markup.

4. PESTICIDE USE SPECIFICATIONS

The Public Services Department of the City of Costa Mesa solicits and encourages the use of effective alternative pest control measures. Contractor shall follow the City's Integrated Pest Management Plan. The purpose of this integrated pest management (IPM) plan is to guide the use of environmentally sensitive pest management strategies and least harmful control methods in the City of Costa Mesa to enhance the health and safety of the general public; and to protect the environment.

The Goals of the IPM Program for the City of Costa Mesa:

1. Protect human health and the surrounding environment by employing a range of preventative strategies and using least harmful products for pest control and eradication.
2. Inspect and monitor pest populations to enhance control strategies.
3. Minimize the quantity and toxicity of chemicals used for pest management.
4. Minimize environmental impacts by using species-specific pesticides and targeting application areas carefully.
5. Establish clear criteria for acceptable circumstances in which using a pesticide other than a least harmful pesticide is necessary; toxic pesticides shall only be used when there is a threat to public health and safety, or to prevent economic or environmental damage.

City-wide Pest Management Guiding Principles for the City of Costa Mesa:

1. Emphasize use of effective organic pesticides in and on all City properties whenever practical.
2. Limit exposure to any pesticides where children and the general public congregate.
3. Use EPA Level pesticides in a targeted manner, and only if deemed necessary to protect public health and economic impact by a licensed pest control adviser and City staff, when pests cannot be managed by other methods.

All pesticide applications are to be made by a licensed pesticide applicator holding a QAL with the appropriate category for the application at hand. Said person or company is to be currently registered to conduct a pest control business in the State of California and the County of Orange.

Pesticide applications are to be made in strict compliance with the product label directions, restrictions, and precautions as well as with any other requirements deemed necessary by any county, state or federal regulatory agency, or the Public Services Department of the City of Costa Mesa.

Within thirty days of the award of contract, and/or prior to the actual start of work, Contractor shall supply to the City a list of all chemicals proposed to be used in the fulfillment of said contract. No "generic" chemicals shall be allowed for substitution purposes, unless approved by the City Representative.

The most current specimen labels and Material Safety Data Sheets for all listed chemicals shall be supplied at this time and copies of both the P.C.A. recommendations and applicable Pest Control Advisor and Qualified Applicator Licenses or Qualified Applicator Certificates, shall be submitted, as well as documentation of Orange County registration. All above-mentioned items shall be resubmitted in January of each year the Contract is in effect.

City shall be notified in writing of any changes or deviations from the above list. Application of deviated materials shall not be made prior to approval by the City.

A five working day notice in writing shall be given to the City prior to any pesticide application. Notice shall include; name of chemical, area to be treated, rate of chemical, method of application, date and time of day application is to be performed

City must give written consent prior to application of any Category I, or restricted use, pesticide.

A. Required Reports: Contractor shall be responsible for the filing of all required records and reports, including but not limited to Notice of Intent to Apply, and Pesticide Use Reports, as specified by all county, state and federal agencies. Said reports shall contain accurate and valid information. Copies of all records and reports shall be submitted to the City and Agricultural Commissioner monthly, with the exception of the Notice of Intent

to apply, which shall be submitted prior to application of pesticide. Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity chemical, method of application, and environmental data. A copy of this report shall be submitted to the City by the tenth of each month. Site shall be monitored for pests on a continual basis. Upon discovery, a report shall be submitted to the City. This report shall include the site number, date, identification, extent, and location of pest problems, record of previous control measures, name of inspecting personnel, and proposed control measures if deemed necessary.

The City shall be notified verbally within 48 hours and in writing within 5 working days of the discover of any new pest problems previously unreported and observed by the Contractor.

B. Weed Control of Paved Surfaces: Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in cracks, or expansion joints, within the work site and areas contiguous to the work site (sidewalks or other hardscape).

Hardscape Areas: All designated hardscape shall be inspected and maintained weekly. The Contractor shall maintain all hardscape surfaces “weed and trash free”. Should weeds be discovered in excess of a height of 2” the control shall be immediate manual or mechanical removal of the weed. The removal of cigarette butts, sand, bubble-gum, dirt, trash, etc. shall occur for each hardscape during the weekly maintenance.

5. WEED AND PEST CONTROL IN LANDSCAPED AREAS

Control of horticulturally damaging plant pests (insects, diseases, vertebrates, mites, etc.) shall be the responsibility of the Contractor. Contractor shall treat areas within the contract on an as needed basis with EPA registered pesticides to control insects, diseases and/or snails and slugs, as determined by the City and in accordance with the City’s IPM program. Written recommendations by a licensed California Agricultural Pest Control Adviser are required to be submitted to the City prior to any application of pesticides. “Control” shall mean the prevention or eradication of any pest to the satisfaction of the City. The City may determine an acceptable level of impact by a pest and adjust the pest control program of the Contractor accordingly. Proper cultural practices shall be a part of the Contractor’s pest control program. Failure to prevent, treat, or manage any pest infestation that results in loss of plant material or creates a risk to public health and safety may be remedied by the City at Contractor’s expense in the form of a reduction in payment. Posting of the site prior to pesticide applications will be required. Contractor shall supervise the site for the duration of any required re-entry interval or until product is dry, whichever is greater. Posting materials, locations and verbiage shall be approved in advance by City.

A. Landscaped Areas (shrub and ground cover):

Weed control: All landscaped areas shall be treated with an appropriate pre-emergent and post-emergent herbicides herbicide per the Pre-Emergent Schedule, Attachment 2. All areas within boundaries of site, which are not landscaped, shall be treated monthly to eliminate weeds.

Rodent Control: Contractor shall monitor all contracted areas for rodent activity. The Contractor shall apply City approved rodenticides as needed to manage populations to a level acceptable to the City Representative.

Contractor is required to provide written Pest Control Recommendations for each product applied within the City that has an E.P.A. registration number and per DPR Regulations. Contractor shall submit to the City and maintain a copy on-site during any pesticide application, a Material Safety Data Sheet (MSDS) for each product as required by Labor Code Sections 6832 and 6390, General Industrial Safety Order Section 5194 and Title 8, California Administrative Code. Applicators must follow all DPR requirements for posting, personal protective equipment, label information, service container marking, required on-site information, etc., when transporting, mixing/loading, applying or equipment cleaning.

CONTRACTOR IS REQUIRED TO SUPPLY ALL PESTICIDES (INSECTICIDES, MITICIDES, RODENTICIDES, HERBICIDES, ETC.) AND FERTILIZERS NECESSARY TO MEET THE SPECIFICATIONS OF THIS CONTRACT.

B. Shrub Maintenance:

Pruning: All shrubs to be trimmed in a rounded natural shape and proportion, and shall be trimmed so as not to interfere with vehicular and pedestrian clearance, visibility and access, unless otherwise directed by the City Representative. Prune shrubs to encourage healthy growth habits, natural form and proportion, symmetrical appearance and proper vertical and horizontal clearance. Pruning shall be performed as frequently as necessary to maintain shrubs at a height determined by the City Representative, but not less than monthly during periods of active growth.

Shearing: Only those plants specifically designated by the City Representative may be sheared. These plants may also require additional thinning to maintain a healthy look and condition. No square, decorative, 'poodle cuts', bonsai or other unnatural shapes shall be permitted. Fortnight lilies may not be cut with shears. Dead or dying leaves shall be removed individually with hand pruners.

Shearing of plants not designated by the City Representative that results in substantial damage or unsightly results shall result in a penalty of \$100 per occurrence and the replacement of the plant(s) with a 15 gallon-size plant of the same genus and species at the Contractor's expense.

C. Ground Cover Maintenance:

Trimming: All ground cover is to be trimmed so as not to interfere with irrigation operation or to encroach on to private property, hardscape or right-of-way. All dead, diseased and unsightly branches or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain neat edges. All ground cover is to be kept a minimum of 6" from, but not limited to, all trees, shrubs, walls and fences. Unless otherwise directed by City Representative.

D. Fertilizer: Fertilize all ground cover and shrub beds per Fertilizer Schedule, see Attachment 2.

Frequency of Maintenance: The Contractor shall maintain all shrub and groundcover areas per the above specifications, but not less than once each month. Planters are to be maintained in "weed free" condition at all times.

This section does not authorize the Contractor to ignore any other required maintenance activity as stated in this specification. If there is a conflict in specifications, the higher level or more frequent maintenance requirement shall apply.

E. Mulching: The contractor shall be responsible for the addition and maintenance of mulch to all planters and designated areas on a quarterly basis or as directed by the City Representative. This includes the loading, delivery and placement. City to provide mulch at the City Corporation Yard.

F. Turf Maintenance:

Mowing: The Contractor shall mow all turfgrass with properly sharpened and maintained equipment in a manner that ensures a smooth surface without ridges, depressions or scalping. Mowing patterns shall be alternated monthly.

Frequency: Turfgrass shall be mowed **one (1) time per week** during the months of January through September. Turfgrass shall be mowed **every other week** during the months of October through December.

Height: All warm season turfgrasses (except hybrid bermudagrass or seeded hybrid cultivars) shall be cut at 2" throughout the year. Hybrid Bermuda shall be cut at ¾" or as directed by City. All cool season turfgrasses shall be cut at 2" throughout the year. Turfgrass mowing heights may be adjusted by the City during turfgrass renovations, special events, or if deemed necessary to promote the health and vigor of the grass. In general, turf shall be mowed at a height of 2" where a specification is unclear or turf type is in question.

Machine Type: Hybrid and seeded hybrid Bermudagrass cultivars shall be mowed with a reel type mower with a minimum of nine blades, unless otherwise approved by the City Representative. Warm/cool season turf blends may be mowed with rotary or reel type mowers. All Kikuyugrass shall be cut with rotary type mowers, unless otherwise

approved by City. All cool season turfgrasses shall be cut with rotary type mowers. The City encourages the use of mulching mowers whenever possible. Flail mowers may be used on larger turf areas with approval of the City. The use of rotary mowers with clipping collection systems are required for all City facilities (community centers, Civic Center, or other City buildings, medians, parkways or areas where mulching mowers leave an unacceptable amount of clippings behind. The Contractor shall schedule sharpening of reels, back lapping of reels and reel adjustments, on a quarterly basis at a minimum, or more frequently if needed to maintain a high-quality cut.

Clippings: Grass clippings shall be efficiently mulched to leave no visible trace or picked up and removed. At no time shall unsightly clippings be left following mowing operation. Failure to remove excessive clippings on the same day shall result in the issuance of a Deficiency Notice and possible reduction in payment.

Edging: All edges of turf shall be mechanically edged. Turfgrass edging and trimming shall be performed weekly at the time of mowing. All clippings shall be removed before vacating the site. All edging shall be done with a power edger equipped with a steel blade. In certain situations where a string trimmer may be more effective, the City may allow its use. Edging shall be vertical, with no severe angling of the edge or excessive trimming with a string trimmer.

String Trimming: String trimming shall be performed on the same frequency as mowing. Mechanically trim growth using string trimmers around buildings, valve boxes, lamp fixtures, walls and signage, or other items located within turf areas. Extreme care shall be exercised with regard to use of string trimmers to prevent damage to improvements and/or plant material. The contractor shall be responsible for any and all damages caused by the use of string trimmers. String trimmers may not be used around trees. Where trees and shrubs occur in the turf areas, all grass shall be trimmed at a level equal to the mow height. Complete removal of grass may be allowed around the base of trees, but shall not exceed more than 18" from the trunk of the tree and away from the dripline of shrubs.

Weeds: All turfgrass areas shall be kept free of weeds at all times. Weed removal shall consist of complete removal of all weeds including top growth and roots.

G. Fertilizer: Fertilize all turf areas per fertilizer schedule in Attachment 2.

Fertilizer: Fertilizer type and application requirements are listed in Fertilizer Schedule (Attachment 2). This is a minimum requirement. Turfgrass shall be fertilized as needed to maintain a healthy, vigorously growing condition with horticulturally acceptable growth and color, as determined by the City. The Contractor may be required to determine plant nutrient requirements by appropriate methods including soil and/or leaf analysis. The Contractor shall notify the City in writing five (5) working days prior to any fertilizer application. This notification shall include the following:

- Location and date the fertilizer application shall be performed.

- Type of fertilizer along with the application rate and method of application to be used.

The Contractor shall immediately irrigate after each fertilizer application, unless otherwise directed by City and not required by label. All fertilizer applications shall be performed with properly calibrated equipment to provide a uniform application. All fertilizer shall be removed from hardscape and other non-target areas immediately following application. Any damage or streaking of turf shall be repaired at no cost to City. No fertilizer may enter the street or any storm water system.

H. Rodent Control: The Contractor shall monitor rodent activities and control populations in the most efficacious and humane way possible. The Contractor shall notify the Orange County Agricultural Commissioner's Office and the City prior to any use of restricted materials.

I. Turf Reseeding and Restoration of Bare Areas: Contractor shall overseed all damaged or bare areas of turf to re-establish turf to an acceptable quality on a continual basis. This task shall be performed at no additional cost to the City. Reseeded areas shall receive supplemental water by hand or portable sprinkler as needed to establish turf. Topdress, seed and application rate shall be as approved by the City.

J. Renovation: The renovation of approximately 85 acres of turfgrass shall be performed 1 time per year. Median and sports turf shall be the primary areas of service unless otherwise specified by the City representative. Renovation shall be performed during the period between June and August. Turf renovation shall consist of aerification, vertical mowing (dethatching) and fertilization. Ruts, holes, low areas that do not drain, settling and any condition which may be hazardous shall be corrected as part of the renovation process. This task shall be performed at no additional cost to City.

K. Tree Maintenance: Trees fifteen feet (15') or less in height within areas included in this specification shall be maintained by the Contractor. All tree pruning shall be performed per ANSI 9000 standards. Trees shall be pruned once every three years, beginning with Year 1 of the contract, and as needed to address specific concerns. Regardless of pruning cycle; raise trees (remove low limbs) no higher than seven (7) feet above the ground to allow for necessary clearance of pedestrian and to twelve feet (12') when adjacent to a roadway to allow for vehicular circulation. Broken limbs shall be removed by Contractor within 24 hours of notification. Limbs broken in the canopy of trees fifteen feet (15') or less in height shall be removed by the Contractor the same day when notified by the City.

The Contractor shall trim all trees as per the City's trimming policy. The Contractor shall follow all W.A.T.C. H. requirements when working in the public right of way and when deemed appropriate by the City Representative. The Contractor, at times, will be contacted to remove trees/limbs/debris during inclement weather, before and after Contract hours and during normal work hours. All trimmings shall be returned and

disposed of in the 'Green Waste bin' located in the City yard. This work is not restricted to trees of fifteen feet (15') or less.

Under no circumstances will stripping of lower branches (raising up) of younger trees be permitted. When trimming is necessary, lower branches shall be retained in a "tipped back" or pinched condition with as much foliage as possible to promote caliper trunk growth (tapered trunk). Lower branches may be removed only after the tree is able to stand erect without staking or other support.

All sucker growth at bases of trees or growing from trunk(s) shall be continuously removed as a part of routine maintenance, not only at the time of tree pruning. Remove suckers and/or water sprouts cleanly using the appropriate tool with a sharp blade.

The Contractor shall be responsible for the removal of dead trees with a diameter at standard height (DSH) of 0' to 6' within the maintenance areas. The City's Representative shall be notified of any potential dead trees. The City's Representative shall approve the removal of any tree prior to removal.

The Contractor shall be responsible for the replanting of trees within the City. Trees will be 15-gallon or 24" box container size. The Contractor shall be responsible for the protection of any existing irrigation. The Contractor will immediately repair any damage to existing irrigation using materials as proscribed in the City's Irrigation Standards. Trees shall be double or triple staked depending upon the location of the planting. The Contractor shall be responsible for irrigating the trees for four (4) months following the planting of the tree. The City shall provide the tree(s), stakes, ties and nails.

Tree stakes, ties, and arbor guards shall be checked at least monthly and corrected as needed. Ties shall be adjusted to prevent girdling. Remove stakes, ties, and arbor guards as soon as they are no longer needed. Replace broken stakes as required.

On an as-needed basis, but not less than bi-weekly from May through September, the contractor shall provide supplemental water to newly planted trees within the City that are not on an irrigation system.

SECTION 3 – SPECIAL PROVISIONS PARKS, SPORTSFIELDS, LAKES, AND RECREATIONAL FACILITY MAINTENANCE

PARK MAINTENANCE

All landscape specifications and special provision in above sections shall apply to the maintenance of City parks.

Contractor shall perform specified park maintenance activities to thirty (30) parks, to provide a safe and well maintained site for all who visit Costa Mesa Parks according to the specification and frequencies stated in the following sections.

Unlock entry gates at Canyon Park, Wakeham Park and Fairview Park by 7:00 a.m. daily. Unlock gates to Jack Hammett Sports Complex, TeWinkle Athletic Complex, Bark Park and Skate Park on a schedule as directed by City Representative. Clean, inspect and unlock all park restrooms by 8:00 a.m. daily. Inspect restrooms thoroughly to insure all restroom fixtures and drains are functioning properly.

Inspect daily, all playground equipment, playground surfacing, tot lot sand, shelters, picnic tables, sports courts and walkways to identify any unsafe condition. Report any damage or vandalism or necessary repairs immediately to the appropriate staff person. Secure area with caution tape and install proper signage to warn public of damaged park amenities or dangerous conditions.

Remove daily; sand, glass, debris, or other obstructions from walkways, shelters, playground equipment areas (tot-lots & exercise equipment) and turf.

Remove and dispose of daily, trash receptacle liner from all trash receptacles; pick up litter around trash cans. Replace liner for each trash receptacle throughout the parks system and evaluate each trash can for replacement purposes and relocation of the trash can within the same area to reduce the damage to the turf underneath each trash can.

Prior to the on-set of inclement weather, Contractor shall keep drainage channels and inlet grates within all contract areas clean and free of any debris that might block natural flow of water.

During inclement weather the Contractor shall place sand bags in areas that erosion is or may occur, at the direction of the City Representative.

Playground Inspections: The Contractor shall inspect and certify all playground areas in City parks annually, utilizing a certified National Playground Safety Inspector (NPSI) and shall maintain accurate and current documents and records for the duration of the contract.

Specified park maintenance activities to be performed at the frequency stated below:

Daily Tasks (Includes Weekends and Holidays):

- Turf: inspection, debris and trash removal.
- Planters: inspection, debris and trash removal.
- Graffiti: inspection and reporting.
- Litter Removal: pick up and remove litter.
- Trash Receptacle Service: check daily; remove and replace can liner and remove all trash in proximity to can; clean trash can as needed.

- Shelters: inspect and remove any stickers, tape or staples. Repair when materials become damaged or unsafe to the public.
- Permit Holders: daily inspection; contact City Representative to report damage
- Barbeque Grills: daily inspection; clean as needed; contact City Representative when damaged or unsafe.
- Hot Coal Containers: inspect daily and clean as needed.
- Homeless Encampments: remove and dispose of trash and debris; contact City Representative.
- Playground Equipment: visual inspection daily; report graffiti; contact City Representative when damaged or unsafe.
- Exercise Equipment: inspection, contact City Representative when damaged or unsafe. Tanager and Wimbledon Parks – See Scope of Work – ‘Miscellaneous Facility Maintenance - Special Provisions’.
- Playground Surfacing: inspection, report graffiti; contact City Representative.
- Playground Sand or Wood Chips: inspection and remove trash and debris.
- Monument Signs: inspection, report graffiti.
- Drinking Fountains: inspection, report graffiti, clear drains, repair when damaged or unsafe.
- Restrooms: open and close at specified times; inspection, reporting graffiti, clean fixtures, stock supplies remove trash.
- Restroom Fixtures: inspection; contact City Representative when damaged or unsafe.
- Restroom Doors/Gates: inspection, contact City Representative when damaged or unsafe.
- Restroom lights: inspection, contact City Representative when damaged or unsafe to the public.
- Concrete Walkways & Surfaces: inspection, blow off if needed for safety.
- Drainage Grates: inspection, contact City Representative when damaged or unsafe.
- Kiosks: inspection, contact City Representative when damaged or unsafe.
- Entry Gates/Locks: inspection, contact City Representative when damaged or unsafe.

Weekly Tasks:

- Bollards: repair or replace when damaged or unsafe, City will provide bollards.

- Basketball Backboards, Rims and Nets: inspection, contact City Representative when damaged or unsafe.
- Flags: inspect, contact City Representative when they become faded or damaged.
- Holes in ground: fill in with top soil and tamp down at all parks.
- Light Poles: inspect bulbs, lens covers, ballasts, photo cells or fixtures. Contractor to notify the City Representative when damaged or unsafe. Repairs by City.
- 'Mutt Mitt' Dog Waste Bag Dispensers: re-stock, repair or replace when damaged or unsafe – labor included, City will provide dispensers and 'Mutt Mitts'.
- Park Benches: inspection, contact City Representative when damaged or unsafe.
- Pedestrian Wooden Bridges: safety inspection, City will coordinate repairs as needed.
- Picnic Tables: inspection, replace when damaged or unsafe. City will provide tables.
- Signs and Sign Posts: inspection, contact City Representative when they become damaged or unreadable due to fading.
- Trash Receptacles: repair or replace when damaged or unsafe, City will provide trash cans.
- Tewinkle Skate Park: inspect, remove stickers as needed. Report graffiti, cracked concrete, broken fence or other safety issues to the City Representative.
- Concrete Walkways & Surfaces: blow off.
- Volleyball Nets: inspection, contact City Representative when damaged or unsafe.
- Tewinkle Lakes: Sweep and clear all waterfowl feces from the walking paths surrounding the Tewinkle Lake System and adjacent paths.

Monthly Tasks:

- Sports Lighting – tests and repairs by City.
- Metal Grates in Parks: Inspect replace when damaged or unsafe, City will provide grates.
- Roto-till, rake, add material to fill low spots, redistribute evenly all playground sand and/or wood chips as needed. The City shall supply the material. The Contractor shall be responsible for the loading and transportation of the material from the City Yard to the site.
- Inspect Fences: minor repairs as needed; major repairs by City.

- Trash Can Enclosures: remove litter and broom clean interiors.

Annual Tasks:

- Playground Sand (placement only) for all playground areas.
- Playground Wood Chips (placement only) for all playground areas.
- The City shall supply all the material. The Contractor shall be responsible for the loading and transportation of the material from the City Yard to the site. A Front End Loader may be stored at the City Yard for that purpose.

SOFTBALL AND BASEBALL FIELD MAINTENANCE

Daily Tasks (Includes Weekends and Holidays as Scheduled):

- Contractor shall complete the reoccurring tasks below daily, except when fields are closed due to inclement weather, or otherwise as directed by the City Representative.
- All necessary drag vehicles, equipment (screen drag, rakes, hoses, quick coupler, nozzles, etc.), shall be provided by the Contractor. The City will provide batter's box templates, bases, pitching rubber, chalk, field lining paint, equipment to apply chalk and paint, drying agent, brick dust and mound mix.
- Review scheduled events and determine proper distance of bases for each activity.
- Inspect all fields and adjacent areas for safety concerns.
- Remove any item that may potentially be a safety concern; i.e. broken glass, debris, rocks, etc.
- Report any damage, vandalism or necessary repairs immediately to the City Representative.
- City Representative will provide a weekly schedule for field preparation. Contractor shall prepare only those fields that are to be used each day, and be completely finished with all specified tasks, 1 hour prior to the start of the program. Fields will only be prepared by the Contractor once each day, unless otherwise required by City Representative. Additional field preparation shall be an Extra Charge.
- Hand rake loose material into worn or low areas and smooth (batter's box, base paths, etc.)

- Utilizing in-ground irrigation heads; water infields sufficiently to obtain proper moisture levels for dragging and to prevent the infield mix from getting too dry.
- Screen drag each skinned infield and warning track areas utilizing a utility cart, field groomer or other similar light duty maintenance vehicle.
- Dragging should be performed in figure eight patterns from base to base on softball fields initially, then followed with a circular pattern of increasing radius until the field has been completely groomed. Dragging should only be completed to a distance of 18" from adjacent turf. At the conclusion of dragging, no material shall be pulled into turf; but should be removed with a rake and scoop and disposed of.
- For baseball fields, dragging shall be performed carefully on base paths to insure no infield mix is moved into the turf. Home plate area shall be groomed manually with rakes. Larger area of infield mix on the baseball field shall be dragged in circular motions and upon completion, all dragged material removed as per above. Base lines and turf edges shall be brushed or washed periodically to remove any accumulated brick dust from turf. Monthly minimum frequency.
- Retrieve bases from storage container. Install bases for appropriate distance for each event.
- Apply chalk lines on all skinned infields in a clean, straight, uniform, professional, manner utilizing a guide line anchored at each of the two bases between which the line is to be formed.
- Apply batter's box outlines utilizing forms provided by City.
- Paint foul lines on all turf outfields utilizing appropriate paint materials manufactured for that purpose.
- Lines shall be straight, uniform and of a professional appearance. Paint/chalk provided by City and equipment City provided.
- Lock field gates when preparation is complete.

Monthly

- Scarify all skinned areas with City-approved scarifier manufactured for that purpose.

Other Intervals

- Bases/Base Pegs repair or replace when damaged or unsafe
- Pitching Rubbers: repair or replace when damaged or unsafe.

- Laser Leveling/Grading: annually for each field. Labor assistance only. City to provide specialty service.
- Addition of Infield Mix: annually or as needed.

Ballfield Perimeter Maintenance

Ballfield perimeter maintenance shall be performed daily. Ballfield perimeter maintenance shall be defined as all areas outside the field of play and sideline/dugout areas where coaches, players and others associated with the game gather. Ballfield perimeter maintenance areas shall include but are not limited to bleacher, areas around concession stands, fence lines, warm-up areas, etc. The work that shall be performed on a daily basis shall include picking up trash and debris, blowing off areas/hosing down areas using a high pressure nozzle to remove brick dust, stains and/or all other foreign material, such as sunflower seeds, peanut shells, or other food items, so that all areas, including pavement and landscape areas, are clean.

Daily Outfield Maintenance

Contractor shall conduct a visual check of irrigation to insure that irrigation heads are retracted and are at the proper grade to avoid injury to players who may fall on them and that no “slippery” areas exist. Fill in divots, depressions and all uneven areas with # 20 white silica sand, organic compost mixed with Stover Seed Company “Princess 77” hybrid Bermuda grass seed or other hybrid Bermuda grass seed approved by the City’s Representative at the TeWinkle Sports Complex and “La Prima” Bermuda grass seed or other hybrid Bermuda grass seed approved by the City’s Representative at The Jack Hammett Sports Complex during the spring/summer and Stover Seed Company “Pro Sportsfields Saline” or other seed approved by the City’s Representative for all other sports turf during the fall/winter to re-establish damaged turf areas. Level the grade of infield mix along fence line areas.

Weekly Maintenance

Contractor shall mechanically edge the turf along fence lines and warning tracks to achieve a consistent, straight line and a smooth arc where the infield mix abuts the turf. Level and drag warning track areas using nail drag followed by finishing drag mats. Contractor shall apply new brick dust to fence lines and warning tracks as necessary to maintain consistent ½” layer of brick dust in these areas.

Inclement Weather

Following inclement weather, the Contractor shall work diligently to make fields playable and be reopened for play, soon as possible. The Contractor shall use City provided ‘Diamond Dry’ or an approved equal as directed by the City Representative to address small wet areas in the field of play. In addition, the Contractor shall use hand pumps or any other reasonable method necessary to drain standing water off the field following inclement weather, to speed drying.

Note: The Contractor will be allowed to store materials and equipment directly related to the maintenance of the ballfields within the maintenance compound at TeWinkle Park.

SPORTS TURF MAINTENANCE

The Contractor shall be responsible for removal of all litter and debris prior to mowing of any and all turf areas. All debris or litter caused by or worsened by the mowing operation shall be removed prior to the crew leaving the site. Failure to do so shall result in the issuing of a Deficiency Notice and a deduction from the monthly payment the cost to clean up the debris.

The Contractor shall conduct soil sampling and provide analysis on an annual basis at all City Sports Fields: Davis Field (at Lions Park), Balearic Fields (at Balearic Community Center), Fairview Development Center Fields, Jack Hammett Sports Complex, Tewinkle Athletic Complex. The tests shall be conducted using Simplot Partners or other City approved testing facility and the actual results shall be provided to the City's Representative along with recommendations.

Mowing

Equipment: All sports fields, except the Jack Hammett Sports Complex and the TeWinkle Athletic Complex, shall be mowed with a rotary or flail-type mower. The fields #1, #2, #5 and #6 at the Jack Hammett Sports Complex and all of the Tewinkle Athletic Complex shall be mowed with a reel-type mower that is to be dedicated to those sites. Fields #3 and #4 at the Jack Hammett Sports Complex shall be mowed with a separate dedicated reel-type mower. Maintenance staff for the Los Angeles Chargers shall have access to the dedicated mower during their annual training camp held at the site. All reel-type mowers shall be equipped with minimum nine (9) bladed reels and variable hydrostatic controls, except for the commercial walk behind reel-type mowers used for edge mowing. The infield and wing areas at the Tewinkle Athletic Complex shall be mowed with a walk behind reel-type mower.

All mowers shall be sharp and adjusted properly to provide a clean, even cut at the specified height. All mowers must be thoroughly cleaned prior to arrival on the site. This is to prevent transportation and introduction of noxious weeds into the sports turf. The contractor shall schedule sharpening of reels, back lapping of reels and reel adjustments, on a quarterly basis.

Height of Cut: The City shall determine the height of cut for the particular type of turf, time of season and the amount of use the facility receives. Typically, the height of cut for hybrid Bermuda grass shall be $\frac{1}{2}$ to $\frac{3}{4}$ inch or as specified by the City representative. Typically, the height of cut for all other sports turf shall be 1.5 inches. The approved cutting height shall not be changed without authorization of the City Inspector or representative.

This specification shall take precedence for sports turf mowing where a conflict may be found with another section.

Mowing Pattern and Speed: The Contractor shall change the direction and pattern of mowing each time the facility is mowed. The Contractor shall monthly provide a copy to the City, a calendar with alternate mow patterns, for each mowing. At no time shall the Contractor use the same pattern in consecutive mowing. Ground speed shall be maintained at a level sufficiently slow to prevent Marcelling Effect.

Mowing Frequencies

Unless otherwise specified or directed by the City Representative, mowing frequencies shall be as listed below:

The Jack Hammett Sports Complex and TeWinkle Athletic Complex:

- 2x/month December thru February
- 2x/week March thru September – TeWinkle Athletic Complex
- 3x/week March thru September – Jack Hammett Sports Complex
- 1x/week October thru November

All Other Sports Fields Turf Areas:

- 1x/week January through September
- 2x/month October through December

Disposal of Clippings

Clippings shall be collected and removed at the end of each mowing. No excess clippings shall be left to accumulate on top of any turf areas. Failure to remove excessive clippings on the same day shall result in the issuance of a Deficiency Notice and possible reduction in payment. Mulching mowers may be used upon prior approval by the City Representative.

Edging

Edging shall be performed **at the same frequency as the mowing operations**, with a power edger equipped with a steel blade. All hardscape edges adjacent to turfgrass shall be edged with a power edger as described above. The City may grant permission to use a string trimmer in certain situations where it may be deemed appropriate. The contractor shall remove all clippings and clean all hard surface areas prior to leaving the facility. Blowing debris into shrub or planter areas is permitted. No debris may be blown back on to the freshly mowed turf, into the roadway or any drainage structure that is part of or drains to the City's storm water collection system.

String Trimming

String trimming shall be performed **at the same frequency as the mowing operations**. Mechanically trim turf growth using string trimmers around buildings, valve boxes, lamp fixtures, walls and signage. Extreme care shall be exercised with regard to use of string trimmers to prevent damage to improvements and/or plant material. The contractor shall be responsible for any and all damages caused by the use of string trimmers. String trimmers may not be used around trees. Where trees and shrubs occur in the turf areas, all grass shall be trimmed at a level equal to the mow height, if complete removal of grass is allowed it shall not exceed more than 18" from trunks of the trees and away from the dripline of shrubs. String trimming should not result in the turf being removed to the soil. If such damage occurs, the Contractor shall be responsible for re-seeding, topdressing and manually watering those areas until turf is re-established at no additional cost to the City.

Rodent Control

Same requirements as general landscape areas.

JACK HAMMETT SPORTS COMPLEX – SPECIAL PROVISIONS

Annual Turf Renovation

The Contractor shall be responsible for the renovation of the turf at the Jack Hammett Sports Complex once each year on an annual basis. Tasks to occur during scheduled Renovation Closure Times. Closure times to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Changing of all locks at the facility – locks to be provided by the City.
- Removal of all trash cans and soccer goals - from the playing surface. Soccer goals and trash cans shall be removed from the field and secured in an on-site location to be determined by the City's Representative.
- Rope off all open access points to the sports fields using yellow rope and orange flagging tape.
- Dethatch – Approximately 14.7 acres of turf in and around the Complex.
- Deep Tine Aerate - approximately ten (10) acres of playing surface one (1) time per year using equipment and methodology approved by the City's Representative. The schedule will coincide with the Rest and Renovation Schedule to be provided by the City's Representative and will include:
 - Pre and post irrigation inspections
 - Painting/marketing of all irrigation components prior to service
- Top Dress - approximately ten (10) acres of playing service with an 80/20 sand/organic mix that must be approved by the City's Representative.

- Re-Sod - up to 12,000 square feet (areas to be determined by the City's Representative). Including:
 - Turf removal
 - Soil preparation/leveling/grading
 - The purchase of up to 12,000 square feet of hybrid Bermuda sod. The sod must be approved by the City's Representative.
 - Installation of up to 12,000 square feet of sod.
 - The scheduling of irrigation and hand watering to ensure establishment of newly sodded areas.
- Overseed – up to 12,000 square feet (areas to be determined by the City's Representative). Including:
 - Soil preparation/leveling/grading
 - The purchase of hybrid Bermuda seed and top dressing material to cover up to 12,000 square feet. The seed and top dressing material must be pre-approved by the City's Representative.
 - Application of Bermuda seed and additional top dressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas during the duration of the Renovation Closure and until the new seed has been established.

TEWINKLE ATHLETIC COMPLEX – SPECIAL PROVISIONS

Annual Turf Renovation

The Contractor shall be responsible for the renovation of the turf at the Tewinkle Athletic Complex on an annual basis. Tasks to occur during scheduled Renovation Closure Times. Closure times to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Changing of all locks at the facility – locks to be provided by the City.
- Dethatch – approximately five (5) acres of turf in and around the Complex.
- Deep Tine Aerate - approximately five (5) acres of playing surface two (2) times per year using equipment and methodology approved by the City's Representative. The schedule will coincide with the Rest and Renovation Schedule to be provided by the City's Representative and will include:
 - Pre and post irrigation inspections
 - Painting/marketing of all irrigation components prior to service
- Top Dress - approximately five (5) acres of playing surface with an 80/20 sand/organic mix that must be approved by the City's Representative.

- Re-sod - up to 4,000 square feet around infield, base paths, and foul lines (areas to be determined by the City's Representative). Including:
 - Old turf removal
 - Soil preparation/leveling/grading
 - The purchase of up to 4,000 square feet of hybrid Bermuda sod. The sod must be approved by the City's Representative.
 - Installation of up to 4,000 square feet of sod.
 - The scheduling of irrigation and hand watering to ensure establishment of newly sodded areas.
- Over Seed - approximately 2,000 square feet (areas to be determined by the City's Representative). Including:
 - Soil preparation/leveling/grading
 - The purchase of hybrid Bermuda seed and top dressing material to cover up to 2,000 square feet. The seed and top dressing material must be pre-approved by the City's Representative.
 - Application of Bermuda seed and additional top dressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas.

DAVIS FIELD, FAIRVIEW DEVELOPMENT CENTER FIELDS AND BALEARIC SOCCER FIELDS SPECIAL PROVISIONS

Annual Turf Renovation

The Contractor shall be responsible for the renovation of the turf at Davis Field, Fairview Development Center Fields and the Balearic Soccer Fields on an annual basis. Tasks to occur during scheduled Renovation Closure Times. Closure times to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Changing of all locks at the facilities – locks to be provided by the City.
- Removal of all trash cans and soccer goals from the playing surface. Soccer goals and trash cans will be removed from the field and secured in an on-site location to be determined by the City's Representative.
- Dethatch – Approximately sixteen and one-half (16.5) acres of turf.
- Deep Tine Aerate - approximately sixteen and one-half (16.5) acres of turf one (1) time per year. Schedule will coincide with the Rest and Renovation Schedule to be provided by the City's Representative and will include:
 - Pre and post irrigation inspections

- Painting/marketing of all irrigation components prior to service
- Top Dress - approximately sixteen and one-half (16.5) acres of playing surface with an 80/20 sand/organic mix that must be approved by the City's Representative.
- Over Seed - approximately 10,000 square feet (areas to be determined by the City's Representative). Including:
 - Soil preparation/leveling/grading
 - The purchase of hybrid Bermuda seed, perennial rye seed, annual rye seed and top dressing material to cover up to 10,000 square feet. The seed and topdressing material must be pre-approved by the City's Representative.
 - Application of seed and additional topdressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas.

FAIRVIEW PARK TURF – SPECIAL PROVISIONS

The Contractor shall conduct soil sampling and provide analysis on an annual basis. The tests shall be conducted using Simplot Partners or a City-approved methodology and testing facility and the actual results shall be provided to the City's Representative along with recommendations.

Annual Turf Renovation

The Contractor shall be responsible for the renovation of the turf at Fairview Park on an annual basis. Annual Turf Renovation Tasks to occur following special events. Dates to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Dethatch – Up to eleven and one half (11.5) acres of turf.
- Deep Tine Aerate - Up to eleven and one half (11.5) acres of turf one (1) time per year. Schedule to be provided by the City's Representative and will include:
 - Pre and post irrigation inspections
 - Painting/marketing of all irrigation components prior to service
- Topdress - Up to eleven and a half (11.5) acres of turf with an 80/20 sand/organic mix that must be approved by the City's Representative.

- Over Seed - approximately 5,000 square feet (areas to be determined by the City's Representative). Including:
 - Soil preparation/leveling/grading
 - The purchase of improved common Bermuda seed, perennial rye seed, annual rye seed and top dressing material to cover up to 5,000 square feet. The seed and top dressing material must be pre-approved by the City's Representative.
 - Application of seed and additional top dressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas.

GATE AND RESTROOM UNLOCKING - SPECIAL PROVISIONS

Pedestrian and vehicle gates accessing the following parks shall be opened daily by the time specified, unless otherwise directed by the City Representative:

- Canyon Park: 8:00 a.m.
- Fairview Park: 7:00 a.m.
- Wakeham Park: 8:00 a.m.
- Jack Hammett Sports Complex (by Recreation Staff)
- TeWinkle Athletic Complex (gates by Recreation and restrooms by Brightview Staff)
- Bark Park Pedestrian gates (4): 7:30 a.m. (closed Wednesdays)
- Skate Park Pedestrian gates 7:30 am daily, 11 am on Tuesdays
- All park restrooms shall be opened by 8:00 a.m.

Restrooms to be unlocked daily at the following locations:

- **Del Mesa Park**
- **Estancia Park**
- **Fairview Park**
- **Heller Park**
- **Lions Park Main restroom**
- **Lions Park at Davis Field (by Recreation staff)**
- **Shiffer Park**
- **Smallwood Park**
- **TeWinkle Park, Four (4) restroom buildings (Restroom #2 to be opened on weekends only)**
- **The Jack Hammett Sports Complex (by Recreation staff)**
- **Vista Park**
- **Wakeham Park**
- **Wilson Park**

MISCELLANEOUS FACILITIES MAINTENANCE – SPECIAL PROVISIONS

City Hall – Scope of Work

Daily Tasks (Monday thru Friday only):

- Pick up and remove litter
- Blow or sweep all walkways surrounding the building to remove debris, leaves and trash.
- Check communication status from irrigation controllers (3) to Rainbird Centralized System
- Shut off isolation valves and backflow devices as needed for Special Events

Weekly Tasks:

- Remove sucker growth and water sprouts from all trees
- Water plants and trees in distress by hand
- Remove leaves and debris from glass pond and hand tamp to even out surface
- Adjust all irrigation programs as needed on the centralized computer and the onsite battery operated controllers (2)

Monthly Tasks:

- Inspect and maintain juvenile trees: inspect tree stakes, ties, arbor guards, raise, remove dead wood, aerate, fertilize and water as needed
- Trim shrubs, plants and ground cover in Demonstration Gardens around building
- Full irrigation system inspection
- Adjust, repair or replace irrigation sprinkler heads and nozzles
- Remove all weeds from planters, walkways and hardscapes

Quarterly:

- Fertilize Demonstration Gardens
- Manage the canopy on the Yellow Bells trees on the East side of Council Chambers and the Orchid trees on the Southwest corner of City Hall below the overhead ceiling.

Yearly:

The Contractor shall be responsible for the renovation of the turf at City Hall one time, on an annual basis. Annual Turf Renovation Tasks to occur following special events. Date to be determined by the City's Representative.

The Contractor shall be responsible for the following tasks:

- Scalp cut and remove clippings for approximately 21,750 sq. ft. (1/2 acre) of turf. Include haul away of any clippings and debris to the City Yard.
- Aerate in two (2) directions approximately 21,750 sq. ft. (1/2 acre) of turf using a City approved aerator, with ½" hollow tines. Contractor shall mark all irrigation components and other potential hazards prior to the aeration.
- Overseed approximately 21,750 square feet (1/2 acre) Including:
 - Soil preparation/leveling/grading
 - The purchase of hybrid Bermuda seed, perennial rye seed, annual rye seed and top dressing material to cover up to 21,750 square feet. (1/2 acre) The seed and top dressing material must be pre-approved by the City's Representative.
 - Application of seed and additional top dressing material.
 - The scheduling of irrigation and hand watering to ensure establishment of newly seeded areas.
 - Top dress up to 21,750 sq. ft. (1/2 acre) of turf with an 80/20 mix (80% sand and 20% organic material). Labor and material. Material is to be approved by the City's Representative.

TeWinkle Skate Park Special Provisions**Daily (Includes weekends and Holidays):**

The tasks below are to be performed inside the perimeter fence of the Skate Park:

Unlock facility for use by public by: 7:30 a.m. daily, except Tuesday – open at 11:00 a.m.

Prior to opening:

- Pick-up and dispose of litter
- Blow clean, the entire facility, with leaf blower.
- Remove any remaining debris and dispose of.
- Check landscape conditions; report any problems to City Representative
- Empty trash cans.
- Inspect facility for standing water, glass or other debris.
- Inspect for Graffiti; report any discovered to City Representative.
- Inspect for Stickers, remove; report any discovered to City Representative.

- Inspect for concrete damage; report any discovered to City Representative.
- Inspect fence for any damage or safety concerns; report problems to City Representative.
- Skate surface shall be maintained free of dirt, weeds, debris, etc. on a daily basis.
- Complete City provided inspection log.

If water is observed in the skate area; Contractor shall remove the water prior to opening to the public. If the quantity or area of water is too large to effectively mitigate; Contractor shall notify the City Representative immediately for direction and should not open the facility to the public until authorized to do so.

Report any problems or deficiencies to the City Representative.

Monthly:

- On the first Tuesday of each month Contractor shall high pressure wash all concrete surfaces inside the fence.
- On the first Tuesday of each month Contractor shall high pressure wash all concrete surfaces around the immediate exterior fence; including the perimeter sidewalks and bleachers to remove dirt, gum, food stains.
- Contractor shall insure the entire park is dry and safe prior to opening.

AT&T CABINET SITES – SPECIAL PROVISIONS

- Contractor shall water all plants, at non-irrigated sites – weekly April through October
- Contractor shall water all plants, at non-irrigated sites – monthly November through March
- Contractor shall trim all plants bi-monthly or as needed to maintain clear of sidewalks and no taller than six inches (6”) above the cabinets they are screening
- Contractor shall replace dead plants (as needed).
- Contractor shall remove all weeds mechanically or chemically (as needed).
- Contractor shall fertilize plants – every three (3) months with the appropriate fertilizer.
- Contractor shall perform rodent control (as needed).
- Contractor shall replenish mulch at all sites (as needed).
- Contractor shall replace damaged weed control fabric (as needed).
- Contractor shall report any damage or issues on a weekly basis.
- Contractor shall be responsible for reporting graffiti to the City Representative
- Contractor shall be responsible for weeding, fertilization, plant removal and installation, mulch installation and graffiti reporting at sixty (60) AT&T Cabinet Sites.

Note: Replacement plants shall be *Ligustrum japonicum* - fifteen (15) gallon container size

Special Events Support

The Contractor shall provide labor for special events within the City on an as-needed basis. The amount and skill level is dependent upon the needs of the events. It is estimated that there may be up to fifteen (15) special events requiring approximately 200 man-hours of labor. Contractor shall provide an hourly rate and bid amount based on 200 man-hours.

PLAYGROUND MAINTENANCE– SPECIAL PROVISIONS

The Contractor shall inspect each piece of play and/or exercise equipment in all City parks where applicable (twenty-six locations), annually for compliance with International Playground Equipment Manufacturers Association (IPEMA) and Consumer Product Safety Commission (CPSC) guidelines. Inspections and documentation shall be completed by a National Recreation and Parks Association (NRPA) Certified Playground Inspector. Documentation of required inspection for each piece of playground and exercise equipment shall be furnished to the City Representative by February 1st of each year.

Necessary repairs, upgrades or required alterations to playground equipment shall comply with the regulations mandated by state law and shall be compensated by the City at the hourly labor rate provided in the Attachment B, Cost Proposal, Detailed Pricing Sheet Extra Work, with all parts to be invoiced to the City at Contractor's cost plus an additional 15% mark up.

Below is a list of all playground structures located in the City's Parks:

1. Balearic Center – 2 playground structures.
2. Brentwood Park – 1 playground structure.
3. Canyon Park – 1 playground structure.
4. Del Mesa Park – 1 playground structure.
5. Gisler Park – 1 playground structure.
6. Harper Park – 1 playground structure.
7. Heller Park – 1 playground structure..
8. Jordan Park – 1 playground structure
9. Ketchum-Libolt Park – 1 playground structure.
10. Lindbergh Park – 1 playground structure.
11. Lions Park –2 playground structure.

12. Marina View Park – 1 playground structure.
13. Mesa Verde Park – 1 playground structure.
14. Moon Park – 1 playground structure.
15. Perez Park – 1 playground structure.
16. Pinkley Park – 1 playground structure.
17. Shalimar Park – 1 playground structure.
18. Shiffer Park – 2 playground structures.
19. Smallwood Park – 1 playground structure.
20. Tanager Park – 1 playground structure.
21. TeWinkle Park – 1 playground structure.
22. Vista Park – 1 playground structure.
23. Wakeham Park – 1 playground structure.
24. Wimbledon Park – 1 playground structure.
25. Wimbledon Park – 9 exercise equipment.
26. Wilson Park – 1 playground structure.

Exercise Equipment – Scope of Work for Tanager and Wimbledon Parks

Daily Tasks (Includes weekends and Holidays):

- Inspect for visible cracks, bending, warping, rusting, sharp edges, loose nuts or bolts or any other visible safety hazard of equipment component or hardware and report to City Representative.
- Broken equipment shall be taken out of service immediately, post signs and secure using caution tape, barricades or delineators and report to City Representative.
- Remove trash or broken glass, tripping hazards such as roots, rocks or holes
- Report graffiti to City Representative.

Weekly Tasks:

- Inspect for exposed ends on exercise and play equipment with missing caps or covers
- Inspect for and repair visible concrete footings around equipment that may be cracked or loose in the ground
- Inspect tread on steps, worn or loose seats

Monthly Tasks:

- Inspect and recommend replacement of any worn or deficient equipment and hardware

SPORT COURT MAINTENANCE – SPECIAL PROVISIONS

Contractor shall clean all sport courts (concrete courts with or without coatings and/or painted lines) located in City parks. Surface shall be cleaned of debris (blown with leaf blower) daily, Monday through Friday only. Courts and fence lines shall be maintained free of dirt, weeds, debris, etc.

Below is a list of all sports courts located in City parks:

1. Balearic Center	Basketball courts – Asphalt
2. Del Mesa Park	Basketball court – Surfaced
3. Del Mesa Park	Volleyball court – Sand
4. Gisler Park	Volleyball court – Sand
5. Shiffer Park	Basketball court – Surfaced
6. Shiffer Park	Handball court – Surfaced
7. Tanager Park	Basketball courts – Surfaced (2)
8. Tanager Park	Volleyball court – Sand
9. Tanager Park	Volleyball court – Surfaced
10. Wakeham Park	Basketball court – Surfaced
11. Wimbledon Park	Basketball court – Surfaced

OPEN SPACE VEGETATION MANAGEMENT– SPECIAL PROVISIONS

Contractor shall provide open space vegetation mowing on scheduled and on an as-needed basis. A flail type cutting unit or a rotary brush cutting unit may be utilized. Cutting height shall be no greater than six inches (6") unless otherwise directed by City Representative. Pricing shall be included in the Extra Work Bid Pricing in Attachment 'B'.

Scheduled Flail Mowing: The Contractor shall be responsible for the mowing of approximately seventy (70) acres of open areas per the locations listed below. This work shall be performed twice per year. Scheduling shall be determined by the City's Representative.

- **Fairview Park** – mow all open areas north of the Train Station on east side and north of the channel on West side. Approximately fifty (50) acres.
- **Canyon Park** – mow all open meadow areas. Approximately twenty (20) acres.

MEDIANS

1. All specifications previously listed for Shrub, Groundcover and General Turf Maintenance shall apply to Median Service Areas. In addition to landscape and turf maintenance the Contractor is responsible for the maintenance of all hard surface areas such as curbs, gutters, concrete safety strips, sidewalks and patterned concrete surfaces, which are part of the median.
2. All hard surface areas on all medians shall be inspected weekly and maintained in a neat, clean, and safe condition at all times. The hard surface areas shall be kept "weed free" at all times.
3. All hard surface areas shall be cleaned monthly to remove all deposits of litter, silt, sand, dirt, weeds, grass or other debris. The use of vacuums is required for the monthly service on all hardscape areas on the medians. All materials shall be removed from the site and be properly disposed of by the Contractor.
4. Plant material shall not be allowed to obstruct any site line of vehicular traffic, and shall be kept below thirty-six (36") in height as measured from the road surface in any area where traffic site lines may be impacted. City Representative may provide direction as requested for proper maintenance.
5. Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in turf, planters, cracks, curbs and gutters, or expansion joints, and areas contiguous to the City landscape.

6. All maintenance personnel shall wear safety vests while working in the public right-of-way and when working on medians, and at no time shall work be performed in the roadway without City approved Traffic Control Plan and all required traffic control signage in place.
7. Contractor is responsible for insuring that all median maintenance is performed in a safe manner and that no hazard is created by such operation.

MISCELLANEOUS AREAS – SPECIAL PROVISIONS

1. All general landscape maintenance specifications shall apply to the maintenance of Miscellaneous Areas where applicable, unless otherwise specified below.
2. Special Work Provisions for each site below are listed under Item #3 this section:
 - Limited Landscape Maintenance

Joann Street Bike Trail and Cornerstone Bike Trail – Placentia Ave. to north of Merrimac Way.

In addition to the general landscape maintenance specifications, the Joann Bike Trail and Cornerstone Bike Trail area must be serviced daily:

- **Inspect trail for graffiti, large item debris and report to the City Representative**
- **Inspect bollards and report any broken or missing bollards to the City Representative**
- **Inspect all fences and report any issues to the City Representative**
- **Remove litter, trash, debris, dog feces throughout the site.**
- **Service any trash cans. Remove and replace liners**
- **Maintain DG portions of the trail. Replace and compact DG as needed.**

Arlington Bike Trail – Arlington Avenue, south side from Fairview Road to Newport Boulevard.

In addition to the general landscape maintenance specifications, the Arlington Bike Trail area must be serviced daily:

- **Inspect trail for graffiti and report to the City Representative**
- **Remove litter, trash, debris, dog feces from the trail and throughout the site.**
- **Service any trash cans. Remove and replace liners**
- **Maintain DG portions of the trail. Replace and compact DG as needed.**

Adams Ave. – Santa Ana River Bridge to approx. 500' before Mesa Verde Dr. East

Sidewalk (south side) & Unpaved right-of-way and sidewalk (north side)
Maintenance

Contractor shall remove litter, leaves or other debris and weeds from the sidewalk and blow clean with a leaf blower once per month. No material may be deposited in the street.

Contractor shall remove litter, leaves, sucker growth, debris and weeds from the unpaved right-of-way on the north side of the street twice per month. No leaf blower shall be used.

Fairview Rd. – Wilson St. to north end of I-405 overpass

Sidewalk maintenance (east & west side)

Contractor shall remove litter, leaves or other debris and weeds from the sidewalk and blow clean with a leaf blower twice per month. No material may be deposited in the street.

Contractor shall inspect and service the stand alone trash can near the northeast corner of Fairview Road and El Camino/Adams Avenue three (3) times per week.

- Trash can liner shall be removed and replaced with a new liner.
- Inspect can for any missing components, damage or graffiti. Report issues to City Representative.
- Replace any missing components. City to provide components.

Placentia Avenue. – Swan Drive/Swan Circle to Adams Avenue

Sidewalk and dirt parkway maintenance (east & west side)

Contractor shall remove litter, leaves or other debris and weeds from the sidewalk and dirt parkway and blow clean with a leaf blower twice per month. No material may be deposited in the street.

Sunflower Avenue – Fairview Road to Bear Road

Sidewalk maintenance (both sides of the street)

Contractor shall remove litter, leaves or other debris and weeds from the sidewalk and blow clean with a leaf blower twice per month. No material may be deposited in the street.

Whittier Avenue. – 19th Street to Parkhill Drive (West side)

Sidewalk cleanup as needed.

Contractor shall remove litter, leaves or other debris and weeds from the sidewalk and blow clean with a leaf blower twice per month. No material may be deposited in the street.

Wilson Street – Republic to Governor

Sidewalk and vine maintenance (north side)

Contractor shall remove litter, leaves or other debris and weeds from the sidewalk and tree wells and blow clean with a leaf blower twice per month. The plant material on the wall will be trimmed once per month. No material may be deposited in the street.

Fairview Rd. – North & East of I-405 off ramp

Unpaved right-of-way maintenance (slope area)

One time each month Contractor shall remove litter, debris and string trim or otherwise cut weeds to a height not to exceed four inches (4"). Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the sidewalk adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street.

As an alternative to string trimming, appropriate herbicides may be utilized to control weeds at a height not to exceed four inches (4").

AT&T Cabinet Locations

- Contractor shall perform weeding, fertilization, dead plant removal and new plant installation, mulch installation and graffiti reporting at fifty-five (55) AT&T Cabinet sites.
- Contractor shall water all plants, at non irrigated sites weekly April through October or as needed.
- Contractor shall water all plants, at non irrigated sites monthly November through March or as needed.
- Contractor shall shear plants as needed to maintain height below five feet (5') and to maintain acceptable appearance.
- Contractor shall replace dead plants as needed. Replacement plants shall be *Ligustrum japonicum* - Fifteen (15) gallon container size.
- Contractor shall remove all weeds mechanically or chemically.
- Contractor shall fertilize plants – every three (3) months with the appropriate fertilizer.
- Contractor shall perform rodent control as needed to eradicate pests.
- Contractor shall replenish mulch as needed to maintain 100% coverage of the soil.
- Contractor shall replace damaged black weed fabric as needed.
- Contractor shall report to the City Representative any damage, vandalism, graffiti or other maintenance issues on a weekly basis.

AT&T Locations:

<u>Site#</u>	<u>Location</u>	<u>Site#</u>	<u>Location</u>
1	619 W. 18 th St.	30	1510 Orange Ave.
2	201 E. 19 th St.	31	1600 Orange Ave.
3	850 W. 19 th St.	32	1829 Orange Ave.
4	183 W. 20 th St.	33	2035 Orange Ave.
5	278 W. 20 th St.	34	2158 Orange Ave.
6	290 22 nd St.	35	2204 Orange Ave.
7	217 23 rd St.	36	2348 Orange Ave.
8	1886 Anaheim Ave.	37	740 Paularino Ave.
9	1912 Anaheim Ave.	38	910 Paularino Ave.
10	295 Avocado St.	39	993 Paularino Ave.
11	1302 Baker St.	40	565 Plumber St.
12	1639 Baker St.	41	1825 Pomona Ave.
13	1446 Bristol St.	42	2701 Presidio Ave.
14	105 Fair Dr.	43	1678 Santa Ana Ave.
15	108 Fair Dr.	44	1775 Santa Ana Ave.
16	371 Fair Dr.	45	1801 Santa Ana Ave.
17	372 Fair Dr.	46	162 Santa Isabel
18	2511 Fairway Dr.	47	378 Santa Isabel
19	2603 Fairway Dr.	48	970 South Coast Drive
20	1240 Gisler Ave.	49	1792 Tustin Ave.
21	1654 Gisler Ave.	50	522 Victoria St.
22	1735 Gisler Ave.	51	2095 Westminster
23	1735 Gisler Ave.	52	465 W. Wilson St.
24	1768 Gisler Ave.	53	528 W. Wilson St.
25	2240 Meyer Pl.	54	562 W. Wilson St.
26	2995 Mesa Verde Dr.	55	3498 Wimbledon
27	1901 Monrovia Ave.		
28	196 Monte Vista Ave.		
29	1542 Nutmeg Pl.		

Cadillac Bicycle Trail**Limited Landscape Maintenance**

One time each month Contractor shall remove litter, debris and weeds. Debris generated from weed

abatement shall be removed at the time of service. Clean any debris from the bicycle trail and sidewalk

adjacent to the site, blow clean with a leaf blower. No material may be deposited in the street.

As an alternative to string trimming, appropriate herbicides may be utilized to control weeds at a height not to exceed three inches (3").

Contractor shall shear plants as needed to maintain height below five feet (5') and to maintain acceptable appearance.

Elden Avenue Right-of-way
Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds from right-of-way. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street. Apply mulch (City provided) as needed to maintain 100% soil coverage. Site may be treated with a pre-emergent or post-emergent herbicide at the Contractor's expense to reduce required work, but will not result in reduced maintenance frequency.

One time each month Contractor shall cut all shrubs, vines or other vegetation back to the vertical extension of the curb face. Trees are excluded. All debris shall be removed per above paragraph.

Monaco Terrace
Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds from site. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street. Apply mulch (City provided) as needed to maintain 100% soil coverage. Site may be treated with a pre-emergent or post-emergent herbicide at the Contractor's expense to reduce required work, but will not result in reduced maintenance frequency.

One time each month Contractor shall cut all shrubs, vines or other vegetation back to the vertical extension of the curb face. Trees are excluded. All debris shall be removed per above paragraph.

Rue de Cannes
Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds from site. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street. Apply mulch (City provided) as needed to

maintain 100% soil coverage. Site may be treated with a pre-emergent or post-emergent herbicide at the Contractor's expense to reduce required work, but will not result in reduced maintenance frequency.

One time each month Contractor shall trim all shrubs to maintain an acceptable appearance. Trees are excluded. All debris shall be removed per above paragraph.

Canary Drive Slope – Slope adjacent to the stairs at the south end of the street.
Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds from site. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the stairs, sidewalk and street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street. Apply mulch (City provided) as needed to maintain 100% soil coverage. Site may be treated with a pre-emergent or post-emergent herbicide at the Contractor's expense to reduce required work, but will not result in reduced maintenance frequency.

One time each month Contractor shall cut all shrubs, vines or other vegetation back to the vertical extension of the curb face. All debris shall be removed per above paragraph.

Gateway Project – End of the 55 Freeway (Center area on the southbound side and planter and slope on the northbound side)

The contractor shall provide general landscape maintenance services and pick up trash and debris on a weekly basis.

Gisler Avenue – Unimproved Parkways and Drainage Culvert
Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds from the unimproved parkways areas and drainage culvert. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street.

One time each month Contractor shall cut all shrubs, vines or other vegetation back to maintain the drainage culvert. All debris shall be removed per above paragraph.

Hamilton Street – Parkway cul de sac at the west end of the street

One time each month Contractor shall remove litter, debris and weeds from the unimproved parkways areas at the west end of Hamilton Street. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from

the street adjacent to the site and blow clean with a leaf blower. No material may be deposited in the street.

Tanager Bike Trail – Golf Course Drive to HOA Property Limited Landscape Maintenance

One time each month Contractor shall remove litter, debris and weeds from the unimproved parkways areas and asphalt bike trail. Debris generated from weed abatement shall be removed at the time of service. Clean any debris from the trail and blow clean with a leaf blower. No material may be deposited on the adjacent properties.

One time each month Contractor shall cut all shrubs, vines or other vegetation back to maintain the trail. All debris shall be removed per above paragraph.

Del Mar Gardens – 170 Del Mar Street

One time each month Contractor shall trim plant material growing on the fence surrounding the gardens and clean up leaf litter and other debris from the parking area. Debris generated from the trimming and cleaning shall be removed at the time of service.

West 19th Street and Newport Boulevard Trash Cans

Contractor shall service twelve (12) trash cans and the general area on W. 19th Street from Harbor Blvd to Monrovia and one (1) can on Newport Boulevard on a daily basis:

- Trash can liner shall be removed and replaced with a new liner.
- Any trash in the vicinity will be picked up and removed
- Inspect can for any missing components, damage or graffiti. Report issues to City Representative.
- Replace any missing components. City to provide components.

Trash Can Location	Name/Type of Business
Southwest 19 th at Monrovia	Liquor Store
Southeast Monrovia at 19 th	Pepe's Tacos
Southwest 19 th at Placentia	Alejandro's
Northeast 19 th at Placentia	Shell Gas Station
Southwest 19 th at Pomona	Smart & Final
South side 19 th , east of Pomona	Sr. Center
North side 19 th , west of Meyer	DMV
South side 19 th at Meyer	McDonald's
Northwest 19 th at Anaheim	Subway

Northeast 19 th at Anaheim	In N Out
Northwest 19 th at Maple	El Toro
North side 19 th , west of Harbor	Social
Southeast Newport at 18 th	Grant's for Guns

ATTACHMENT 1

PERFORMANCE DEFICIENCY NOTIFICATION

CITY OF COSTA MESA

PERFORMANCE DEFICIENCY NOTIFICATION

The following performance deficiency has been observed and subsequently reported to your representative:

Date: _____

Location: _____

N=Needs Improvement (Correct in 7 days)

U=Unacceptable (Correct in 24 hours)

GROUND COVER

____ Missing/Replant
____ Dead/Stressed
____ Trimmed/Walks/Fences
____ Trimmed/Heads/Boxes
____ Annual Grass Weeds
____ Broadleaf Weeds
____ Fertilize/Pre-Emerge
____ Pests/Rodents
____ Clippings/Debris
____ Cultivation
____ Erosion/Depressions
____ Buffer Zone Maint.
____ Stakes/Arboregards

TURF

____ Bare Areas/Overseed
____ Dead/Stressed
____ Mowing/Edging
____ Fertilize/Pre-Emerge
____ Grassy Weeds
____ Broadleaf Weeds
____ Aeration/Verticutting
____ Clippings/Debris
____ Erosion Depressions
____ Pests/Rodents
____ Weed Whip/Trimming
____ Height of Cut

SHRUBS

____ Missing/Replant
____ Dead/Stressed
____ Thinned/Pruned
____ Fertilize/Pre-Emerge
____ Pests/Rodents

HARD SURFACES/MEDIANS

____ Clean Walks/Gutter
____ Clean Drains/Vee-Ditch
____ Patterned Concrete
____ Hazardous Conditions
____ Weeds

REPORTS

____ Pesticide Use/NOI
____ Weekly/Monthly Schedules
____ Irrigation Controller Log

NOTE: In accordance with the provisions of the contract, corrective action must be completed within specified time frames. Initiate corrective action(s) and notify inspector upon completion. Invoices will be subject to payment deductions or delays if deficiencies are not corrected.

Received By: _____

Company: _____

Issued By: _____

Date: _____

CITY OF COSTA MESA

PERFORMANCE DEFICIENCY STATUS MEMO

Date: _____

Company: _____

Location: _____

Date of Performance Deficiency Notification: _____

On _____, I re-inspected this location and the following deficiencies were:

(C=Corrected, UN=Un-corrected)

GROUND COVER

_____ Missing/Replant
_____ Dead/Stressed
_____ Trimmed/Walks/Fences
_____ Trimmed/Heads/Boxes
_____ Annual Grass Weeds
_____ Broadleaf Weeds
_____ Fertilize/Pre-Emerge
_____ Pests/Rodents
_____ Clippings/Debris
_____ Cultivation
_____ Erosion/Depressions
_____ Buffer Zone Maint.
_____ Stakes/Arboguards

TURF

_____ Bare Areas/Overseed
_____ Dead/Stressed
_____ Mowing/Edging
_____ Fertilize/Pre-Emerge
_____ Grassy Weeds
_____ Broadleaf Weeds
_____ Aeration/Verticutting
_____ Clippings/Debris
_____ Erosion Depressions
_____ Pests/Rodents
_____ Weed Whip/Trimming
_____ Height of Cut

SHRUBS

_____ Missing/Replant
_____ Dead/Stressed
_____ Thinned/Pruned
_____ Fertilize/Pre-Emerge
_____ Pests/Rodents

HARD SURFACES/MEDIANS

_____ Clean Walks/Gutter
_____ Clean Drains/Vee-Ditch
_____ Patterned Concrete
_____ Hazardous Conditions
_____ Weeds

REPORTS

_____ Pesticide Use/NOI
_____ Weekly/Monthly Schedules
_____ Irrigation Controller Log

Re-Inspection Evaluation: Upon re-inspection, the above listed items noted as "UN=Uncorrected" were found to be deficient, and as reported to the Contractor on the notification date, the Costa Mesa Public Services Department had determined the value as follows:

Inspector: _____ Date: _____ Substandard Performance: \$ _____

Maintenance Superintendent: _____ Date: _____ Non-Performance: \$ _____

_____ Total Value: \$ _____

ATTACHMENT 2

FERTILIZATION, BROADLEAF CONTROL, PRE-EMERGENT & SPECIALTY WORK SCHEDULES

FERTILIZATION, BROADLEAF CONTROL AND PRE-EMERGENT SCHEDULES

CONTRACTOR IS TO PROVIDE ALL PESTICIDES, HERBICIDES AND FERTILIZER REQUIRED FOR THIS SCHEDULE

TURF FERTILIZATION SCHEDULE

Apply fertilizer only after soil is wet and irrigation coverage has been verified. Changes in specified materials must be approved by the City prior to application.

<u>Frequency</u>	<u>Months</u>	<u>Material</u>	<u>Rate</u>
1x/yr sq. ft.	March 1 st	21-7-14	5 lbs./1000

TURF RENOVATION

1x/yr	May thru July
-------	---------------

AERIFICATION

2x/yr	March and September
1x/yr	March/April and as needed throughout the year

SHRUB AND GROUNDCOVER FERTILIZATION SCHEDULE

Apply fertilizer to landscape only after soil is wet and irrigation coverage has been verified. Changes in specified materials must be approved by the City prior to application.

Groundcover and shrub beds.

<u>Frequency</u>	<u>Months</u>	<u>Material</u>	<u>Rate</u>
2x/yr label rate	April 1 st	Triple 15-15-15	Maximum
	Aug. 1 st	Triple 15-15-15	per label.

FERTILIZATION SCHEDULE

<u>Frequency</u>	<u>Months</u>	<u>Material</u>	<u>Rate</u>
2x/yr sq. ft.	March/June 1	21-7-14	5 lbs./1000
2x/yr sq. ft.	Sept. 1/Nov. 1	20-2-3	5 lbs./1000

TURF RENOVATION

<u>Location</u>	<u>Task</u>	<u>Frequency</u>	<u>Acreage</u>	<u>Month</u>
Jack Hammett	Dethatch	1 x/yr	14.7	Feb.
TeWinkle Ath. Cmplx	Dethatch	1 x/yr	5.8	August
Balearic	Dethatch	1 x/yr	8.0	Sept.
Davis Field	Dethatch	1 x/yr	3.0	July
FDC	Dethatch	1 x/yr	5.5	July

Note: The Contractor shall comply with Special Events and Rest and Renovation schedules provided by the City.

AERIFICATION

2x/yr hollow-core all sites:

March/September

ATTACHMENT 3
IRRIGATION STANDARDS

Maintenance Services Division Standard Irrigation Hardware

Mainlines:

Up to 2" – Schedule 40 PVC Pipe (same for non-potable sites)
2 ½ "and Above – Class 315 PVC Pipe (same for non-potable sites)

Lateral Lines:

Up to 2" – Schedule 40 PVC Pipe (same for non-potable sites)
2 ½ "and Above – Class 315 PVC Pipe (same for non-potable sites)

Irrigation Controller Specifications:

Outdoor Irrigation Controller – Parks & Sports fields:

Rain Bird Tech Division (1-888-444-5756) – Maxi-Peds–1–P5-NA-LK-EL24__ANT06-FM2-SPP-TP1A-RMK450nARR (**Bold area dependent upon station count. Verify specifications with Rain Bird Area Manager, prior to purchasing**). **All enclosures to be top-entry.** Inspection and certification are required after installation. Please contact Jeff Evans – Public Agency Area Manager – 1-509-954-2008. The contractor is to install two (2) additional station wires and two (2) additional common wires.

Outdoor Irrigation Controller – Facilities, Fire Stations, Medians, Parkways:

John Deere Green Tech Division (949-455-7465) – Rain Master Irrigation Controllers. **Verify specifications with District Sales Manager, prior to purchasing**). **All enclosures to be top entry.** Inspection and certification are required after installation. Please contact John Ross – District Sales Manager – 1-714-585-9352. The contractor is to install two (2) additional station wires and two (2) additional common wires.

Indoor Controller Specifications:

John Deere Green Tech Division (949-455-7465) – Rain Master Irrigation Controllers. **Verify specifications with District Sales Manager, prior to purchasing**). Inspection and certification are required after installation. Please contact John Ross – District Sales Manager – 1-714-585-9352. The contractor is to install two (2) additional station wires and two (2) additional common wires.

Backflow Prevention Devices:

Febco 825Yor 825YA (size dependent upon the needs of the project)

Backflow Enclosure:

Guardshack – Hinged (size and type dependent upon the needs of the project)
All Spec – Hinged (size and type dependent upon the needs of the project)

Ball Valves:

Nibco – T-580 (bronze – size dependent upon site location)

Gate Valves:

Nibco – T113IRR– K – 200 PSI CWP (Bronze Cross – size dependent upon site location)

Electric Remote Control Valves:

Rain Bird GB (size dependent upon site location – brass casing) - Potable

Rain Bird GB-R (size dependent upon site location - brass casing) – Non Potable

**Maintenance Services Division
Standard Irrigation Hardware (continued)**

Quick Coupler Valves:

Rain Bird 33-DLRC & 44-LRC (size dependent upon the site location) - Potable

Rain Bird 33-DNP & 44-NP (size dependent upon the site location) – Non Potable

Pop Up Spray Heads:

Rain Bird 1800 SAM-PRS – Bottom Inlet Only (sizes dependent upon the site location) with 1800 PCS compensating screens

Spray Heads are to be specified reclaimed for non-potable projects.

Pop Up Spray Nozzles:

MPR nozzles, U-nozzles, VAN nozzles, HE-VAN nozzles, Rotary nozzles, and R-VAN nozzles are acceptable nozzles dependent upon the configuration of the irrigation spray heads.

Stream Bubblers:

Rain Bird – Body Assembly – Bottom Inlet Only. 1800 Series (sizes dependent upon the site location).

Rain Bird – PA-80 (plastic adapter) for potable or PA-8S-NP (plastic adapter) for non-potable.

Rain Bird – 1400 Series – Pressure Compensating Full-Circle Bubblers.

Rain Bird – 1800 PCS – Pressure Compensating Screens

Rain Bird – XPCN Series Nozzles (Low Volume Spray Nozzles)

Drip Irrigation Systems:

All potable drip irrigation and components to be Rain Bird Products. All drip shall be sub-surface.

All non-potable drip irrigation and components to be Rain Bird Products. All drip shall be sub-surface.

Rotors:

Hunter PGP Ultra (sizes and nozzles dependent upon the site location)

Hunter I-20 Series (sizes and nozzles dependent upon the site location)

Hunter I-25 Series (sizes and nozzles dependent upon the site location)

Hunter I-40 Series (sizes and nozzles dependent upon the site location)

Hunter I-60 Series (sizes and nozzles dependent upon the site location)

Hunter I-90 Series (sizes and nozzles dependent upon the site location)

Rain Bird 3500 Series (sizes and nozzles dependent upon the site location)

Rain Bird 5000 Series (sizes and nozzles dependent upon the site location)

Rain Bird 5500 Series (sizes and nozzles dependent upon the site location)

Rain Bird 6504 Series (sizes and nozzles dependent upon the site location)

Rain Bird 8005 Series (sizes and nozzles dependent upon the site location)
Rotors are to be specified reclaimed in non-potable projects.

Valve Boxes:

NDS Pro Potable – with lockable lid (sizes and variations dependent upon the site location)

NDS Pro Non-Potable – with lockable lid (sizes and variations dependent upon the site location)

Wire Connectors:

Spears DS-400

Master Valves:

Bermad 910 Series – Normally open (quick coupler valves) or normally closed. Read in U.S. gallons.

Netafim - Normally open (quick coupler valves) or normally closed. Read in U.S. gallons

EXHIBIT B
CONTRACTOR'S PROPOSAL



Landscape Services

PARKS & LANDSCAPE MAINTENANCE SERVICES

RFP No. 22-10

BUSINESS PROPOSAL



BrightView Landscape Services, Inc.
prepared by Nancy Arredondo - *Estimating* — 1960 S Yale St, Santa Ana, CA 92704
T: (714) 931.0864 E: Nancy.Arredondo@brightview.com

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December 3, 2021

Officers of the City of Costa Mesa:

Thank you for the opportunity to submit our proposal to the City of Costa Mesa regarding PARKS AND LANDSCAPE MAINTENANCE SERVICES due to the Public Services Department on December 8, 2021 at 10:00am. Enclosed in this package is our response to this RFP for recurring landscape maintenance work; pricing will be **valid from July 1, 2022 thereon**, and to be performed for the following Service Areas.

- Parkways & Medians
- Fire Stations
- Miscellaneous Areas
- Parks & Facilities
- Sports Fields

My team has full familiarity with the property, the expertise and management skills that set us apart from the rest. BrightView will provide the sufficient amount of daily labor, and the two required Supervisors at no additional charge that will be present and available during work operations. We will be providing our expert irrigation technicians to ensure the plants are getting an adequate amount of water, and that watering clocks are set to the proper specifications. We will be providing our licensed chemical advisor for proper applications. We will have no down time through the transition period and will continue to carry on. DAY 1 of the contract we will have fully staffed crews and continue uninterrupted with all tasks and schedules. We will no longer need to spend time on initial inspections or discover the specific requirements of the individual zone; allowing us to move straight into this contract's scheduling needs.

Per the Scope of Work provided by the City of Costa Mesa, BrightView will perform various maintenance services with the following approach and strategies taken into consideration:

AVAILABILITY AND COMMUNICATION:

All of our supervisors and foremen carry cell phones to take any calls throughout the day. At no point during the working day is communication cut-off between the field and office staff. This gives our maintenance department the ability to handle issues or emergencies and allow us to keep all of our properties in pristine condition. Our foremen utilize Apple iPads to map/track a site's attributes, and track personnel data, payroll, work order assignments, and e-mail communications. We believe that this effort will allow us to work efficiently with the day-to-day efforts of our entire staff, as well as provide an exceptional level of customer service to our clients.

The key Personnel assigned to this project will be as follows:

- Po Chen - Vice President General Manager of the Greater Orange County
- Darin Sherlock - Branch Manager
- Luis Villarruel - Senior Account Manager
- Luis Arellano - Supervisor
- Sabas Padilla Hernandez - Supervisor

During the Bidding Process all questions and concerns may be referred to Darin Sherlock, by phone at 949.614.9148 or via email at darin.sherlock@brightview.com

WORK SCHEDULE FLEXIBILITY:

Supervisors will stay in constant contact with the contract managers should any conditions change, and they will be diligent in making contact within two hours notice of any non emergency work orders

submitted to us. BrightView has an on-call crew that handles extra work for all our current projects. These people will fill in if the need arises where there is an unscheduled absence or additions are made to the contract, thus providing experienced labor for the project, immediately. Examples of these are certified irrigators, certified arborists, certified pest control advisers and applicators, certified personnel in traffic control, etc.

EXPERIENCE:

Brightview Landscape Services, Inc. is a firm with in-house site development expertise in multiples areas, including, sports turf, irrigation management, water management, erosion control, chemical application, fertigation, arbor care, weed abatement, pest management, pressure washing, and janitorial. The company's diverse project experience includes public and private property such as: Public Works, HOAs, theme parks and recreation facilities, sport field complexes, hotels and resorts, commercials and industrial developments, public facilities, open space, nature parks and trails, streetscapes, and highways. We hold a current contractor's license with C27, C31, C61, and D49 categories and have certified personnel in pest control application, pest control advising, water management, and arbor care to manage and satisfy any of the City's needs that should arise. We have a vast knowledge and experience maintaining municipality contracts, many of which are of similar scope and level in quality as the City of Costa Mesa, such as the city of Irvine Business Complex, Lake Forest Sport Fields, Anaheim Parks, Anaheim Disneyland resort, San Juan Capistrano Parks, Laguna Beach Citywide Services, Newport Beach Streets and ROW.

ABOUT US:

BrightView Companies, LLC. is the largest landscape company operating throughout the United States, having a long established trajectory as one of the biggest landscape maintenance service company in California, this branch formerly known as Marina Landscape Maintenance, Inc. was incorporated in 2014, and then acquired at the beginning of 2017 by BrightView Landscape Service, Inc. a California State Registered Corporation. Together we continue to provide the same exceptional service to our customers by putting them first above all else.

Currently our Greater OC Maintenance Division's workload is \$16.5 Million; 100% is a result of Public Works contracts. We are competitively priced in all market segments and our financial stability can be supported by bank references and letters of good standing. We have a bonding capability of \$50Million for single project, and \$400Million nationwide, and will be able to provide the requested insurance requirements. We operate with minimal corporate over-head, this means more cost savings to our clients and faster reaction to concerns and requests.

Company Location and Contact Information:

Our Corporate Office is at 27001 Agoura Road, Suite 350, Calabasas, CA 91301. We will be conducting the maintenance services for the City of Costa Mesa from the GOC Branch at 1960 S. Yale, Santa Ana, CA 92704. All laborers, foremen, superintendents, and management will be based out of this location.

TOLLFREE: 844.230.6136

Mobile: 949.614.9148 **Office:** 714.546.7843

Email: darin.sherlock@brightview.com

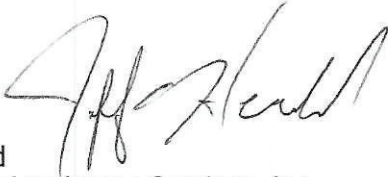
Website: <https://www.brightview.com/company/about-brightview>

As President and COO, I will be the person authorized to make commitments for the Company. Additional names and titles of officers can be found on our COR attached at the end of this proposal.

BrightView understands the importance of being partners with the City, and the value that this work provides to your visitors, residents and staff. We know that with our past years' experience here,

we will outperform all tasks set forth by providing professional, quality maintenance with a proactive approach and cost efficient manner. We look forward to the opportunity to continue our work with the city of Costa Mesa staff, whom we've shared the past four years with.

Sincerely,



Jeff Herold
BrightView Landscape Services, Inc.
T: 484.567-7202 | E: jeff.herold@brightview.com

BACKGROUND AND PROJECT SUMMARY

BrightView will perform all work in accordance with the requirements in the scope of work in Appendix A of this RFP, and we will heavily rely on the direction of the city staff to set the standards and the requirements to be met for the “Ongoing Maintenance” of City parks, recreational facilities, sports complexes, sports fields, sports courts medians, parkways, bike trails and specialized facilities such as the tot-lots, skate park, and dog park. Under the direction of the City Director of Public Services and his representatives we will make every effort to keep the City’s landscape attributes **safe, healthy and beautiful** for residents and visitors. Our staff has various avenues of communication to help everybody exchange the information and get the work done.

During the Transition period our staff familiarize themselves with all areas that must be serviced; fortunately all our staff is already familiar with the particular function, needs and schedules of prominent and also a bit less heavily trafficked areas of this contract such as:

- *Segerstrom Center for the Arts
- *Orange County Fairground’s
- *South Coast Repertory Theater
- *South Coast Plaza Shopping Center
- *Joann Bike Trail
- *Fire Stations

To accomplish our goals of meeting the City’s requirements and maintaining friendly landscapes for the public we begin with an Action/Prevention Plan

Action Plan begins with providing to our client two personnel available for 24hr on-call emergency service [714.296.7938/657.242.7719](tel:714.296.7938). This includes creating the communication avenues among the crews to assign specific task and give them a sense of ownership and responsibility to report to their supervisors when they come across items/events that need attention. Standard Landscape Services are performed by a tightly tailored schedule.

We understand that your facilities and parks are valuable assets, a reason for many to call home and a measure of community pride. Crew men join the city in this sentiment and perform the day-to-day tasks diligently 365 days of the year. Restroom Janitorial, Trash and Litter, Graffiti, Irrigation Inspections, Playgrounds, etc. will be done Daily; Mowing, blowing, hedging and trimming, Mutt Mitts will be done once a week as per the contract specifications with the best practices and minimum disturbance to neighbors, visitors and facility staff. BrightView recognizes that this is an important matter and will diligently oblige. To ensure that this is achieved we will rely on up-to-date scheduling and changes submitted by the City’s representative.

Prevention Plan starts by properly training our labor before they join the crews; it is imperative, and we teach them to follow BMPs, be aware of their surroundings when safety is a concern, and keep conditions favorable for plants to stay healthy. Every morning our workers join their team and warm up, gear up and run through a gate check with their Supervisor to ensure Vehicle and Safety Inspections are completed. In conjunction we give them visual guides in both english and spanish for additional guidance, ensuring the highest quality standards by BrightView. [see following page examples](#)

We plan to have an on-call crew that handles extra work for all our current projects, readily available. These people will fill in if the need arises where there is an unscheduled absence or additions are made to the contract, thus providing experienced labor for the project, immediately, instead of begin with the training process.

BACKGROUND AND PROJECT SUMMARY (CONTINUED)



Our Work Order System will provide the City of Costa Mesa with a web-based trouble ticket reporting system which will allow constant communication and updates of work orders and repairs being handled on-site. This ticket reporting system ensures that all work orders get expedited. The assigned Superintendent will make contact within a two (2) hour window. After a work order is completed, we confirm with the City that the work was completed in a professional manner to ensure nothing is overlooked. Any necessary documents will be provided accordingly. *see pg 11 & 12 for samples*

METHOD OF APPROACH

BrightView holds a current contractor's license with C27, C31, C61, and D49 categories and has certified personnel in pest control application, pest control advising, water management, arbor care, and more to satisfy any of the City's needs that should arise.

Transition Plan

We will have no down time through the transition period and will continue to carry on. DAY 1 of the contract we will have fully staffed crews and continue uninterrupted with all tasks, schedules and Summer Renovations and Sport Activities. We will no longer need to spend time on initial inspections or discover the specific requirements of the individual site; allowing us to move straight into this contract's scheduling need and commitment to crew size and specialty with the city staff. Together we can create new priorities and assess any urgent goals for the project.

We offer various benefits to the city by diligently applying our Quality Control Program, by using our Expertise in Water conservation, by holding Capable and Fully-Staffed Maintenance Facility, implementing Sustainable Landscape Practices, and using new cutting edge technologies.

BrightView's Quality Control

High standards for service excellence and landscaping are an area where "perfection" must be the goal. We have already designed our system to meet the needs of the facilities, city staff and its citizens and operate with the highest productivity. Our focus and attention to the details will ensure we are delivering the highest level of service possible at all times. You will therefore see quality inspections, comprehensive crew training, a detailed process to support this training, focused attention from the Supervisor and our encouragement of greater participation from you to ensure that the work detail consistently meets your expectations.

Providing service solutions through a single point of contact can expedite and simplify your onsite landscape maintenance needs. Our ability to mobilize quickly on difficult, large scale projects and the fact that we consistently complete projects on time and within budget, gives us a unique advantage over our competition.

Two dedicated Supervisors, along with Sr Supervisor Luis Villrriel, will be visiting the job site frequently to ensure all of the standards are being met. These Supervisors have decision power over project resources, make the corrections and communicate and report back to both the client and operations department when such corrections are made. We strive to be on the forefront of technology, to assist the management team with this monumental task. Brightview equips them with such tools as the QSA's used for monthly walks by the Supervisor to assess the property with the client. QI's are used by the Leadman to assess the work accomplishments his team has gained. All of BrightView Supervisors and Foremen carry Apple iPhones to take any calls throughout the day. At no point during the working day is communication cut-off between the field and office staff. Using this proactive method of control, gives our maintenance department the ability to handle issues or emergencies and we are able to keep our projects in pristine condition. [pg11-12 SEE examples of the Quality Management program](#)

Water Conservation & Irrigation Systems

A water audit is one of the services we currently apply and our expert irrigators are very familiar with the individual field's needs. Our water audit ensures that the irrigation system is running properly which will cut down on water costs, while making sure proper absorption is occurring in the plant soil. Luis Villarruel, along with our Maintenance Supervisors, Luis Arellano and Sabas Padilla, will be visiting the job site to ensure all of the standards are being met. If needed, they will create punch-lists for the city

METHOD OF APPROACH (CONTINUED)

for anything that needs attention. Using this proactive method of control enables the team to keep your facilities in excellent condition. As specified in the scope of work BrightView will provide 3-Irrigation Technicians to run weekly and monthly checks, and for the day-to-day inspections and repairs of the system from the customer service valve and out. They will have fully stocked Ford Ranger trucks with all the brand name parts and fittings so they can apply urgent solutions and maintain an uninterrupted watering system.

Sports Fields

BrightView especially recognizes that the City's sports fields are a highly valued and highly trafficked landscape attribute for which we have well trained crews that do the work professionally, effectively, and beyond the expectations of those using these areas. We feel that with our past years' experience with sports fields, we will outperform all tasks set forth providing quality maintenance with a proactive approach and cost efficient manner. BrightView possesses the knowledge, experience and management skills that set us apart from the rest. With our company's qualifications and resources we feel confident that our abilities will not be surpassed. Brightview prides itself on being the City of Costa Mesa's Sportsfields' maintenance contractor of choice since 2017.

In Addition Brightview has won numerous awards for both construction and maintenance projects. We take pride in this recognition and continue to find ways and invest in the company in order to excel in all aspects of our services to our clients. Please see below the following list of some of the other Sports Fields we have constructed and maintained in the recent years.

- The Home Depot Center, Carson, California
- Petco Park, San Diego, California
- Raley Field, W. Sacramento, California
- Fresno Grizzlies Stadium, Fresno, California
- Sec Taylor Stadium, Des Moines, Iowa
- Menlo College Baseball Field, Atherton, California
- Polytechnic School, Pasadena, California
- City of Anaheim West Side Fields and Parks
- City of Rancho Palos Verdes Sports Fields and Parks
- B.P Arco Carson California Sports Field and Baseball Field
- Laguna Hills Community Park and Baseball Fields
- Little League Field of Champions San Bernardino Calif.

Weed and Pest Control

To ensure a healthy and well kept plant community, the team will implement preventative measures and when the need arises will take active measures to ensure quality flora. Foremen are trained on a regular basis and will notify the Supervisor of any pest or disease that is present. We are always on the lookout for Target Pests, and seasons will always be a consideration.

Prevention consists of reducing stress on plants, as many of us know plants are more susceptible to damage and disease under stressful conditions thereby we provide proper pruning techniques, adequate moisture, a properly kept irrigation system, mulching, and we will bring well sharpened and clean equipment to the facility.

When action is necessary QAL/PCA certified personnel will inspect, assess, and select proper chemicals and if possible recommend environmentally sound organic products for this purpose. Upon approval by

METHOD OF APPROACH (CONTINUED)

the City our Techs will proceed with proper application and certified personnel supervision.

Green Initiative

Through our “Green” initiative we include the recycling of all green waste material removed from the site, to minimize the impact on the environment. We have implemented this practice by partnering with green waste recycling companies who recycle approximately 95% of the debris we pull off of our job sites. That material is then to be ground up into finer quality material recycled and becomes a product that we buy back and incorporate for other contracted jobs. Providing tangible benefits to both client and the environment.



BrightView Landscape values its relationship with the City of Costa Mesa and we have always prided ourselves on being at the forefront of technology and innovation. Brightview understand the growing concerns and pressures that City’s face trying to reduce the carbon footprint and become more involved in environmentally sound practices. Brightview will upgrade all of its 2-cycle equipment and outfit each of our trucks with Stihl battery operated equipment starting July 1st 2022.

BrightView works with a diverse customer base, some of which have a sensitivity to the use of chemicals with a High safety level. BrightView is committed to collaborate with these clients in addition to Costa Mesa to create integrated management plans to control pests and achieve quality objectives while minimizing the use of chemicals.

Over the past 15 years, Southern California has faced increased drought conditions. These challenges have led to the transformations of many local landscapes to California friendly and drought tolerant landscape designs. Our design teams are best in class in designing new landscapes using this type of material and can provide consultations as needed to ensure that you meet your water use objectives.

In addition to our Water Conservation and Audit abilities outlined on page 6, BrightView has an expert Regional Irrigation Manager, James Carr, who is focused on training our Irrigation Technicians to troubleshoot problems, and to understand all new technology in effort to manage your systems efficiently. He is also responsible for teaming up with the irrigation crews on our largest and most challenging irrigation jobs to ensure that our customers get the most out of their irrigation systems and meet water budget expectations.

Scheduling

Weekly Schedules will be submitted to the Contract Manager at the specified due date. They will include the maintenance date for each location and time slot. Any changes will be submitted to the Contract Manager five working days prior.

METHOD OF APPROACH (CONTINUED)

Yearly Maintenance Schedules are prepared at the onset of the contract for a yearly basis per the scope of work in Attachment A, therein the RFP and as defined by the City representative for specified tasks. Such tasks as fertilization, dethatch and aeration which have already been determined in the scope of work are added to the contract yearly outline. The Schedule remains flexible to ensure that any other requests by the City can be accomplished.

See below schedules of seasonal services and proposed maintenance tasks schedules according to the scope of work and open to city staff recommendations:

Turf Aerification and Fertilization					
Dates	10/29/2018	10/30/2018	10/31/2018	11/1/2018	11/2/2018
Week 1				Tewinkle A.C	Jack Hammett
Date	11/5/2018	11/6/2018	11/7/2018	11/8/2018	11/9/2018
Week 2	Brentwood Park	Moon Park	Canyon Park	Gisler Park	Balearic Center/Fields
	Del Mesa Park	Shiffer Park	Civic Center Park	Mesa Verde Park	Estancia Park
	Harper Park	Suburbia II Park	Lions Park	Paularino Park	Fairview Park
	Heller Park		Davis Field	Smallwood Park	Hamilton Garden
					Ketchum Park
Date	11/12/2018	11/13/2018	11/14/2018	11/15/2018	11/16/2018
Week 3	Jordan Park	Tewinkle Park	Marina View Park	Wakeham Park	Mesa Verde Library
	Lindbergh Park		Vista Park	Wimbledon Park	Raleigh Park
	Pinkley Park		Wilson Park		Tanager Park
			FDC Soccer Fields		

DAILY REPORT OF MAINTENANCE

December 03, 2021
<u>Parks Mow Crew</u>
Lower Canyon Creek clean up completed
<u>Sports Park Crew</u>
TeWinkle fields scheduled completed
<u>Facilities/Fire Station Crew</u>
Scheduled completed
<u>Park Maintenance Crew</u>
Te Winkle fields clean up
<u>Median Crew</u>
Scheduled completed
<u>Spray Tech</u>
Red Hill Medians
<u>Irrigation Techs</u>
<u>Parks irrigation</u>
TeWinkle/Angels Mainline repairs
Fair Dr Mainline repairs
<u>Median irrigation</u>
TeWinkle/Angels Mainline repairs
Fair Dr Mainline repairs
<u>Joann Bike Trail/City Hall/ W. 19th St. from Placentia- Pomona</u>
<u>Graffiti</u>
<u>Skate Park</u>
Park opened at 7:26am
<u>Bark Park</u>
Park opened at 7:29am

Playground/Volleyball Sand Roto-Tilling				
Monday	Tuesday	Wednesday	Thursday	Friday
3/8/2021	3/9/2021	3/10/2021	3/11/2021	3/12/2021
Gisler Park	Del Mesa	Shiffer Park	Marina View Park	Wimbledon Park
Wilson Park	Shiffer Park		Canyon Park	Wakeham Park
Tanager Park			Vista Park	
3/15/2021	3/16/2021	3/17/2021	3/18/2021	3/19/2021
Wakeham Park	Balearic	Jordan Park	Te Winkle Park	Brentwood Park
	Mesa Verde Park	Harper Park	Paularino Park	Lindbergh Park
	Moon Park	Heller Park		

METHOD OF APPROACH (CONTINUED)

BrightView Landscape City Hall, Trails & Medians Maintenance Schedule November 2021

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 City Hall Joann Bike Trail Harbor Bike Trail	2 City Hall Joann Bike Trail Harbor Bike Trail 19th Street Medians (Fullerton to Irvine Ave.) Gateway 55 Landscape	3 City Hall Joann Bike Trail Harbor Bike Trail Placentia Ave. Medians (Wilson to Adams Ave) Gateway 55 Landscape	4 City Hall Joann Bike Trail Harbor Bike Trail Arlington Ave Bike Trail Gateway 55 Landscape	5 City Hall Joann Bike Trail Harbor Bike Trail Gateway 55 Landscape
8 City Hall Joann Bike Trail Harbor Bike Trail	9 City Hall Joann Bike Trail Harbor Bike Trail 19th Street Medians (Fullerton to Irvine Ave.) Gateway 55 Landscape	10 City Hall Joann Bike Trail Harbor Bike Trail Placentia Ave. Medians (Wilson to Adams Ave) Gateway 55 Landscape	11 City Hall Joann Bike Trail Harbor Bike Trail Arlington Ave Bike Trail Gateway 55 Landscape	12 City Hall Joann Bike Trail Harbor Bike Trail Gateway 55 Landscape
15 City Hall Joann Bike Trail Harbor Bike Trail	16 City Hall Joann Bike Trail Harbor Bike Trail 19th Street Medians (Fullerton to Irvine Ave.) Gateway 55 Landscape	17 City Hall Joann Bike Trail Harbor Bike Trail Placentia Ave. Medians (Wilson to Adams Ave) Gateway 55 Landscape	18 City Hall Joann Bike Trail Harbor Bike Trail Arlington Ave Bike Trail Gateway 55 Landscape	19 City Hall Joann Bike Trail Harbor Bike Trail Gateway 55 Landscape
22 City Hall Joann Bike Trail Harbor Bike Trail	23 City Hall Joann Bike Trail Harbor Bike Trail 19th Street Medians (Fullerton to Irvine Ave.) Gateway 55 Landscape	24 City Hall Joann Bike Trail Harbor Bike Trail Placentia Ave. Medians (Wilson to Adams Ave) Gateway 55 Landscape	25 City Hall Joann Bike Trail Harbor Bike Trail Arlington Ave Bike Trail Gateway 55 Landscape	26 City Hall Joann Bike Trail Harbor Bike Trail Gateway 55 Landscape
29 City Hall Joann Bike Trail Harbor Bike Trail	30 City Hall Joann Bike Trail Harbor Bike Trail 19th Street Medians (Fullerton to Irvine Ave.) Gateway 55 Landscape			

BrightView Landscape Fire Stations and Misc. Sites Maintenance November 2021

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 Placentia F.S. #4 Park Ave. F.S. #3 Vanguard F.S. #5 Royal Palm F.S. #1 Baker St. F.S. #2 Sakiooka Dr. F.S. #6	2 162 Santa Isabel 378 Santa Isabel 2511 Fairway 2603 Fairway	3 2995 Mesa Verde Dr. Cinnamon/Caraway Peterson Place Hardscape	4 Fairview Rd. Sidewalks (405 Fwy to Wilson)	5 Fairview Rd. Sidewalks (405 Fwy to Wilson) 740 Paulino Ave 910 Paulino Ave 963 Paulino Ave Paulino Dirt Easment (Luddington to Manistee)
8 Placentia F.S. #4 Park Ave. F.S. #3 Vanguard F.S. #5 Royal Palm F.S. #1 Baker St. F.S. #2 Sakiooka Dr. F.S. #6	9 1302 Baker St 1639 Baker St 1446 Bristol St. 970 South Coast Dr Bristol Street R.O.W. Red Hill Medians (Clinton to McCormick Ave)	10 Adam Ave. Sidewalks (S.A. River to Mesa Verde) 295 Avacado St (2) 2240 Meyer Place 522 Victoria	11 Arlington Ave. Dirt Pkwy (North side of street only) Presidio Square Planters 2710 Presidio Dr. 105-372 Fair Drive	12 Antmore Terrace Sea Bluff Dirt Parkway (Canyon to Valley Rd.) Traffic Divers Tanager Bike Trail
15 Placentia F.S. #4 Park Ave. F.S. #3 Vanguard F.S. #5 Royal Palm F.S. #1 Baker St. F.S. #2 Sakiooka Dr. F.S. #6	16 183 W. 20th Street 2778 W. 20th Street 290 22nd Street 217 23rd Street 20950 Westminster Mesa Dr. Dirt Parkway	17 1886 Anaheim Ave 1912 Anaheim Ave. 201 E. 19th Street 850 E. 19th Street 565 Plummer St. 1825 Pomona Ave	18 Airport Loop Slope Red Hill Slope Pullman 55 Fwy Fenceline (Airport Loop to Paulino) Pullman 55 Fwy Fenceline (Baker to Kalmus)	19 Adams Sidewalks/Dirt Pkwy (S.A. River to Mesa Verde) 196 Monte Vista Ave 1901 Monrovia Ave. 1717-2710 Santa Ana 1792 Tustin Ave
22 Placentia F.S. #4 Park Ave. F.S. #3 Vanguard F.S. #5 Royal Palm F.S. #1 Baker St. F.S. #2 Sakiooka Dr. F.S. #6	23 183 W. 20th Street 2778 W. 20th Street 290 22nd Street 217 23rd Street 20950 Westminster Mesa Dr. Dirt Parkway	24 Cadillac Bike Trail	25 Bristol Street R.O.W. Red Hill Medians (Clinton to McCormick Ave) 55 Fwy Gateway Project Whittier Ave Sidewalks (19th St - Parkhill west side)	26 1240 Gisler Ave 1735 Gisler Ave 768 Gisler Ave
29 Placentia F.S. #4 Park Ave. F.S. #3 Vanguard F.S. #5 Royal Palm F.S. #1 Baker St. F.S. #2 Sakiooka Dr. F.S. #6	30 162 Santa Isabel 378 Santa Isabel 2511 Fairway 2603 Fairway			

BrightView Landscape Median and Parkway Maintenance Schedule November 2021

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 New Harbor medians	2 Arlington Trail	3 Harbor Bike Trail - South end	4 Median and Parkway Mow Day	5 Median and Parkway Mow Day
8 Bear Street Parkway Bristol St. Hardscape (Anton to 55 Fwy) Yukon Ave Parkways	9 Del Mar and Elden Del Mar Median Newport Blvd. Easement (Bristol to 19th Street) Newport Blvd/Arlington	10 Mesa Verde Medians Golf Course Drive Tanager Drive (Planner and soundwall) Loren Lane	11 Median and Parkway Mow Day	12 Median and Parkway Mow Day
15 Newport Blvd Swales 16th Street/Superior 17th Street Medians (Newport Blvd to Irvine Ave.) Red Hill Medians/ slopes	16 Newport Blvd Easement Newport Blvd Planters (19th Street to Industrial) Mesa Verde Medians	17 Canyon Drive Parkway Victoria Street (Harbor to Canyon) Tanager Drive (Fullerton to Placentia Ave)	18 Median and Parkway Mow Day	19 Median and Parkway Mow Day
22 Baker Street Parkway Baker Street Medians (Hardscape at 73 & 55 Fwy) Coolidge Ave. Medians	23 Harbor Blvd. Planters (MacArthur to Peterson Pl) Hyland Ave.	24 Shallaby Road Planters Sunflower Medians Sunflower Parkway Planter Fairview Road Slope	25 Median and Parkway Mow Day	26 Median and Parkway Mow Day
29 Golf Course Drive Tanager Drive	30 Bristol St. Medians (Between 405 Fwy & Newport)			

BrightView Landscape Park Planter Maintenance Schedule November 2021

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 Park Trash	2 Estancia Park	3 Estancia Park	4 Jack Hammett	5 Lions Park, DRC, NCC Smallwood Park Moon Park Suburbia II Park
8 Park Trash	9 Vista Park & Slope Mesa Verde Library	10 Marina View Park Vista Park Canyon Park Monument	11 Tewinkle Park Bark Park Paulino Park	12 Harper Park Pinkley Park
15 Park Trash	16 Wimbledon Park	17 Library, Historical Society West Side Sub Station	18 Shiffer Park	19 Wakeham Park
22 Park Trash	23 Lindbergh Park Brentwood Park	24 Estancia Park Corporate Yard	25 Tanager Park	26 Shiffer Park
29 Park Trash	30 Fairview Park			

BrightView Landscape Weekly Mow Schedule November 2021 *Mowing every other week

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Parks Crew	Parks Crew	Parks Crew	Parks Crew	Parks Crew
Civic Center	Te Winkle Park	Canyon Park	Mesa Verde Park	Balearic Center/Fields
Brentwood Park	Shiffer Park	Lions Park	Wimbledon Park	Estancia Park
Harper Park		Marina View Park	Smallwood Park	Fairview Park
Heller Park		Vista Park	Wakeham Park	Hamilton Garden
Jordan Park		Gisler Park	Suburbia Park	Ketchum Park
Pinkley Park		Wilson Park	Tanager Park	Mesa Verde Library
Lindbergh Park			Moon Park	Raleigh Park
Del Mesa				
Paulino Park				
Sports Field Crew	Sports Field Crew	Sports Field Crew	Sports Field Crew	Sports Field Crew
Jack Hammett S.C.	Tewinkle A.C.	Davis Field	Jack Hammett S.C.	Tewinkle A.C.
	FDC Soccer Fields			
Fire Station Crew	Fire Station Crew	Fire Station Crew	Median/Prkwy Crew	Median/Prkwy Crew
Baker St. F.S. #2	Senior Center	Tewinkle Bark Park	17th Street	Anton Ave
Corporate Yard		Donald Dugan Library	19th Street/Whittier	Bear Street
Park Ave. F.S. #3		DRC	Adams Ave.	Fair Drive Parkways
Placentia F.S. #4		Historical Society	Mesa Verde Pkwy.	Fairview Rd. Medians
Royal Palm F.S. #1		New Library	Newport Blvd Pkwy.	Harbor Blvd. Medians
Sakiooka F.S. #6			Victoria Street Pkwy.	Red Hill Ave
Vanguard F.S. #5				Sakiooka Drive
				South Coast Drive
				Sunflower Medians
				Susan Medians
City Hall serviced every Saturday				

METHOD OF APPROACH (CONTINUED)

WORK ORDER SYSTEM & ADDITIONAL WORK/DAMAGE REPORTS: Pronto Forms *Web based program

Quality Site Assessment

General Information

Property Name: Fountain Valley Sport Park
Date: Wednesday, February 06, 2019
Next Inspection Date: Wednesday, March 06, 2019
Client Attendees: Tony
Brightview Attendees: Jose Soto

CUSTOMER FOCUS AREA:

Spine road and around community center

CARRYOVER ITEMS (CheckBox = DONE): None Noted

MAINTENANCE ITEMS:

- 1) Continue mulching planters
- 2) Puddles still present from rain
- 3) Raise trees along back dg path
- 4) Spray grassy weeds in gazania
- 5) Mulch tree wells
- 6) Add ball field material to infield low areas
- 7) Spray crack weeds

RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

- 1) Repair sink hole on field 6 drain basin

NOTES TO OWNER/CLIENT:

- 1) Broad leaves treated working GOOD
- 2) Grass looks really nice

Quality Site Assessment

Maintenance Items

Continue mulching planters



[1 / 6]

Maintenance Items

Puddles still present from rain



[2 / 6]

Maintenance Items

Spray grassy weeds in gazania



[3 / 6]

Maintenance Items

Mulch tree wells



[4 / 6]

SAMPLE

QSA's are used monthly by the Supervisor to assess the property during walks with the client. It allows Supervisor to make recommendations and Notes for the client and begin constructive dialogue for remediation.

METHOD OF APPROACH (CONTINUED)

WORK ORDER SYSTEM & ADDITIONAL WORK/DAMAGE REPORTS: *Pronto Forms* *Web based program

QI's Quality Inspection Standards

SAMPLE



QUALITY STANDARDS Weed Free Turf

PURPOSE: Turf is in excellent condition with no indication of weeds, insects or disease
Required Site Assessment Process: **Take 2**

Hazard Awareness	Required PPE	Critical Behaviors
<ul style="list-style-type: none"> Chemical exposure Slopes or uneven terrain Struck-by injuries Sprains and strains Slips, trips and falls 	<ul style="list-style-type: none"> Additional PPE per chemical label 	<ul style="list-style-type: none"> Eyes on path Eyes on task Lifting / lowering

Equipment Needed	Ensure all equipment certifications have been completed as required.	
<ul style="list-style-type: none"> Calibration tray 	<ul style="list-style-type: none"> Spill kit 	<ul style="list-style-type: none"> Herbicide application tools <ul style="list-style-type: none"> Spray tank Backpack sprayer Spred-Rite® applicator

Expectations			
1	Proactively manage weeds with appropriately timed pre-emergent herbicide applications.	2	Spot spray or hand pull weeds from turf during every visit.
3	Notify manager of larger turf weed issues.	4	Inspect for weeds in high profile areas (building entrance, walks, etc.).

Job Completion
<div> <p>Does jobsite meet BrightView Visual Quality Standards?</p> <p>Proprietary and Confidential (Version 1 – July 2017)</p> </div>

QI's are used monthly by the Supervisor to assess the work accomplishments of each one of his crews and for the development of punch lists.

METHOD OF APPROACH: SAFETY PROGRAM

Safety is a priority at BrightView, we currently have an OSHA safety rating of .08, our workers are very aware of their surroundings and participate in daily tailgate safety meetings which provide all laborers updates and reminders of current weather hazards and expected events. Every morning our crew workers are encouraged to participate in our Stretch and Flex Program *see the following examples* and all drivers complete a Daily Pre-Trip Vehicle Inspection Report *see the following examples*

Laborers are required to wear our uniform at all times while on the job site so our clients can feel comfortable and safe. The BrightView uniforms are consistent with our company logo colors and consist of a button down shirt, navy-blue pants, reflective safety vest, hat, and hard-toe work boots. Crew Leaders are identifiable by their blue shirts and Crew Workers are identifiable by their green shirts. On the uniform vest they have name tags and company tags, which are always visible in order to give City employees access to address any member of our crew for any reason they may find convenient.

We are committed to providing a safe working environment for our employees. The Orange County Region has a dedicated employee serving as a Safety Officer, Kristi Falliaux. Weekly National Safety conference calls are held with the President, Regional Managers, Branch Managers, Regional Safety Officers and Branch Safety Officers to review incidents and determine proactive training for further prevention. When accidents have occurred, we re-enact the incident to educate other employees by demonstrating how the accident occurred and what we could do to prevent it from occurring again. When no incidents have taken place every 90 days we reward the team with lunches or prizes.

Through dedicated personnel and leading edge programs providing safety training the safety record for BrightView remains outstanding. Our self-insured program consistently returns the maximum dollars permitted under the law.

Training

Every crew employee goes through a thorough safety training program at the beginning of their employment and our continued education strengthens those foundations.

While on-site our employees will adhere to all aspects of all traffic control procedures according to the WATCH Hand Book and will be equipped with gear that will protect them and others from being injured. This includes fire extinguishers, traffic cones, hazard lights, reflective attire/equipment, goggles, gloves, hard toed-shoes, long-sleeves and pants, and hard-hats.

In regards to equipment handling, we train all employees to know how to operate and work around all maintenance equipment. Employees learn signaling to a vehicle and wear the safety vest at all time while being in the surroundings of equipment or traffic. Public safety is heavily regulated. The Supervisor will perform a pre-work walk through to identify any potential hazards; any found will be reported to the City representative.

In regards to supplies and chemicals, the QAL trains his personnel how to effectively and safely apply and dispose of chemicals used in the field as well as avoid getting hurt or being exposed, emergency procedures to control accidents. Mr. John Law is our PCA and has over 30 years of experience with pesticides and agricultural regulations for chemical applications.

In regards to Weekly Tailgate Meetings, these meetings play a vital role in keeping safety topics and practices on the minds and in the hearts of our employees. They provide meaningful and relevant

METHOD OF APPROACH: SAFETY PROGRAM

information to keep our crews informed about our safety program, and aware of any accidents or near misses occurring within the last week. These meetings also provide a platform to discuss potential dangers on their assigned job, how to avoid accidents and injuries, what to do in case of an accident or injury, as well as provide documentation of participation in the program. As part of the overall safety program, these meetings spearhead our consistent commitment to the health and safety of our employees, clients and the public

Incorporating a Q&A during the meeting can help assure our workers understand the topic and keeps them attentive and on their toes. Incorporating photos are especially efficient by indicated proper and improper scenarios.

Meetings are documented using the “Weekly Safety Tailgate Meeting” form available in English and Spanish. The completed report is submitted weekly by the crew leader to the Branch Safety Officer or Supervisors. Topics for discussion are issued by the Safety Officer and in addition tailored by the Branch Manager. Topics may include:

- Working in Hot Weather
- Cold Weather and Precipitation
- Hand Tool Safety
- Wearing Seat Belts
- Loading and Unloading
- Mower Rider Safety

WEEKLY SAFETY TAILGATE MEETING JUNTA SEMANAL RELATIVA A LA SEGURIDAD				
Branch # & Name: No. y nombre del Sucursal:		Week Ending Date: Semana que terminó:		Foreman/Supervisor: Capataz/Supervisor:
Job Name: Nombre del trabajo:		Job Number: Número del trabajo:		Foreman/Supervisor Signature: Firma del capataz:
Job Location: Lugar del trabajo			Topic: Tema:	

Attending Team Members' Names (please print) Nombres de los empleados (favor de escribir en letras de molde)	Accidents or Injuries last week? <i>Y or N</i> ¿Accidentes o lesiones la semana pasada? <i>Si o No</i> Involved in? <i>¿Implicados?</i> Witnessed? <i>¿Presenciados?</i>	Team Members' Signature (required) Firma del empleado (se requiere)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Date of Meeting: _____
Fecha de la junta

No. of Employees: _____
No. de empleados

Accidents and Injuries reviewed: _____
Accidentes y lesiones revisadas

Subjects presented and discussed: _____
Temas presentados y discutidos

Suggestions and recommendations: _____
Sugerencias y recomendaciones

METHOD OF APPROACH: SAFETY PROGRAM

Driver Vehicle Inspection Steps

#1 Check Cab Mechanical Items

- ✓ Steering: No excess play
- ✓ Gauge operations
- ✓ Horn
- ✓ Defroster functional
- ✓ Windshield (clean and no cracks)
- ✓ Windshield wipers operational
- ✓ Mirrors: Clean and present
- ✓ Parking brake

#2 Check Engine Compartment & Fluid Levels

- ✓ Engine oil level (weekly)
- ✓ Transmission fluid (weekly)
- ✓ Coolant/Anti-freeze level
- ✓ Brake fluid
- ✓ Windshield washer fluid
- ✓ Engine Belts present and unfrayed
- ✓ No fluid on the ground
- ✓ Battery is secure

#3 Check Lights

- ✓ Headlights - low and high beams
- ✓ Turn signals
- ✓ Brake lights
- ✓ Emergency flashers
- ✓ Back-up lights and alarm
- ✓ License plate light
- ✓ Marker and clearance lights

#8 Check Safety Items

- ✓ Fire extinguisher (charged/date/mounted)
- ✓ First Aid kit
- ✓ Safety triangle kit
- ✓ Cones (5)
- ✓ Annual DOT or inspection sticker is current
- ✓ Driver and vehicle documents present

#7 Check Left Side of Vehicle

- ✓ Inspect tires for flats, unusual wear, cuts
- ✓ Tread depth of no less than 4/32nds-inch
- ✓ Inspect rims for defects
- ✓ Confirm lug nuts are present
- ✓ Verify doors and panels are secure
- ✓ Ensure moveable items are secure

#6 Check Rear of Vehicle

- ✓ Doors and gates properly latch
- ✓ Ensure moveable items secure

#4 Check Right Side of Vehicle

- ✓ Inspect tires for flats, unusual wear, cuts
- ✓ Tread depth of no less than 4/32nds-inch
- ✓ Inspect rims for defects
- ✓ Confirm lug nuts are present
- ✓ Verify doors and panels are secure
- ✓ Ensure moveable items are secure

#5 Inspect Trailer

- ✓ Chains crossed
- ✓ Hitch, coupling device and safety pins
- ✓ Break-away cable attached to the truck
- ✓ Emergency break-away battery power
- ✓ System in working condition
- ✓ Trailer jack operational
- ✓ Check gate springs and cables
- ✓ Safety decal in place



STRETCH & FLEX PROGRAM

It's A Lifestyle Change

Whenever you stretch, remember the objectives of stretching, which are to improve flexibility, strengthen and lengthen your muscles so they can perform optimally, prevent injuries, and enhance circulation. To be effective, stretching needs to be slow, gentle, and focused. Always begin your stretch with a good foundation: feet are hip-distance apart, soft bend in the knees, standing tall through your spine. This will assist in isolating the muscle groups you are stretching. Inhale as you set up the stretch, then exhale as you lean into the stretch, moving slowly and lightly to extend the muscle to its greatest point of extension. Stop when you feel a mild tension and hold the stretch for the allotted time.

Even if you currently have poor flexibility, a regular stretching program will greatly improve your range of motion. The key is to be both patient and consistent. Your stretching should not cause pain, although it may feel a bit awkward or even uncomfortable in the beginning when extending a muscle to the far end of its present range of motion. Just know that when you integrate stretching in your day, you'll be amazed by how much better you'll feel all over!

Developing healthier habits today for a better tomorrow ...

STRETCHING is a physical exercise that requires no equipment and can be performed virtually anywhere. Many of you reading this may say you have very little time for stretching, however, this therapeutic activity can be done at home while you watch your favorite TV show, while you're walking, or even while standing in line at the grocery store!

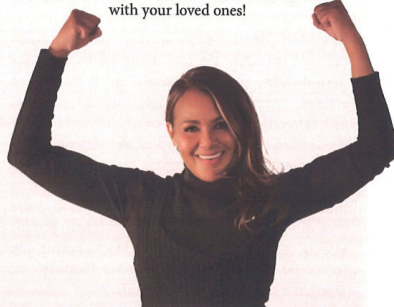
Sitting in the same position for long periods of time is known to have harmful consequences on the body. Some negative effects include, poor posture, shortening of the muscles, decreased muscle elasticity, and reduced range of motion. These symptoms show a higher risk that may lead to more severe problems in the future.

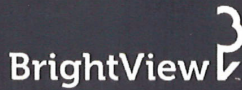
Most of the population believes that stretching is something performed by elite athletes; in fact it is a good routine that we should all be doing regardless of our present activity level.

Brickman strongly believes it is important to include a stretching program into your daily regimen.

If practiced consistently, it will become part of your lifestyle.

Brickman's vision for its co-workers is to receive optimal health benefits that can be utilized for a lifetime. Participating in a daily stretching program will not only improve your health and wellness at work, but also in your personal lives at home and with your loved ones!





SAFETY ALERT

REQUIRED: Please review weekly talking points with all team members and document participation on your weekly tailgate meeting form. Post this alert in a prominent location visible to all crews and staff.

SAFETY FOCUS	COMPLETION DATE	LOCATION	INJURY / SEVERITY
All Operations – The most important issue is <u>COMMUNICATION</u> . Knowing who to contact and the method of contacting someone to resolve any vehicle/towed unit issues is the key to being effective in maintaining a fleet and repairing units needing attention.	Begin week of Dec 4th, 2017 and end week of Dec 25th, 2017	All Locations	The safe operation of any vehicle, cart or equipment requires skill and concentration. Proper and consistent training of all drivers/operators is necessary to avoid a serious accident or fatality.

DETAILS

Please use the weekly talking points below to enhance your weekly tailgate meetings. Always allow for questions and answers at the end of each session.

Week 1 – Vehicle Safety



Talking Points for Week 1 – (12.4.2017)

- Seatbelts must be used by all vehicle occupants when vehicle is in motion.
- Drivers are prohibited from using, texting or holding cellular phone or any type of electronic device including GPS while vehicle is in motion.
- Drivers shall obey all local and state traffic laws.

Week 2 – Vehicle Inspections



Talking Points for Week 2 – (12.11.2017)

- Every vehicle in the fleet should be maintained in a manner that ANYONE who is cleared to drive a vehicle can drive it safely and without surprise.
- Drivers should know who to contact about correcting issues
- Some issues should be deferred to the trained mechanics
- The daily 90 second walk-around should be to check major issues

Week 3 – Trailer Safety



Talking Points for Week 3 – (12.18.2017)

- All trailers are to be visually inspected daily before use.
- All trailer connect hardware is required to be Grade 8 nuts and bolts. Welding of chains is not acceptable.
- Ensure trailer floor does not have soft spots or trip hazards.
- Ensure that all lights are operational
- Cargo shall be secured properly.

Week 4 – Utility Vehicles



Talking Points for Week 4 – (12.25.2017)

- Use of Utility Task Vehicles (UTVs) is prohibited on public roadways and traffic lanes unless the UTV meets the requirements under State and Local traffic ordinances.
- Keep safe distance from other vehicles, equipment and pedestrians.
- Look in every direction and proceed cautiously when crossing roadways. Cross roadways at intersections or cross walks.

Remind our teams that if any work cannot be performed safely...**STOP**... and contact Branch Management or Branch Safety Leader. Failure to do so could result in serious injury and/or a fat

QUALIFICATIONS AND EXPERIENCE OF THE FIRM

BrightView Companies, LLC. is the largest landscape company operating throughout the United States. With 140 years of combined industry knowledge and experience, the Company's track record of strong growth driven by a steady increasing base of repeat customers underlines our ability to dependably deliver the best expertise in the business and provide our clients significant value for each landscape dollar spent. With over 22,000 employees and more than 150 locations in 32 states in the United States, BrightView provides more landscape services to more customers than any other company in the business. Our Services Include:

- Design
- Pre-construction services
- Landscape Construction
- Landscape Maintenance
- Beautification and Renovation
- Golf Course Maintenance

We are well experienced with municipality work and currently provide similar services for the City of Anaheim, City of Lake Forest, City of San Juan Capistrano, City of Laguna Woods, City of Westminster, Whittier, Newport Beach, City of Irvine in addition to Rancho Santa Margarita, OC Superior Courts, Rosehill Memorial Park, and Disneyland Resort. We have in-house site development expertise in multiples areas, including, sports turf, irrigation management, water management, erosion control, chemical application, fertigation, arbor care, weed abatement, pest management, pressure washing, and janitorial. The company's diverse project experience includes public and private property such as: Public Works, HOAs, theme parks and recreation facilities, sport field complexes, hotels and resorts, commercials and industrial developments, public facilities, open space, nature parks and trails, streetscapes, and highways. We hold a current contractor's license with C27, C31, C61, and D49 categories.

We are competitively priced in all market segments and our financial stability can be supported by bank references and letters of good standing. We have a bonding capability of \$50Million, over \$400Million nationwide, and will be able to provide the required insurances, licenses, tools, machinery, and labor head count to cover the needs of a contract of this magnitude.

Our employees are constantly trained in their individual areas and are fully capable of providing the highest quality of services. Through our "BRIGHTPATH PROGRAM" we not only offer training for entry level individuals but also a career path for growth to all levels of employees.

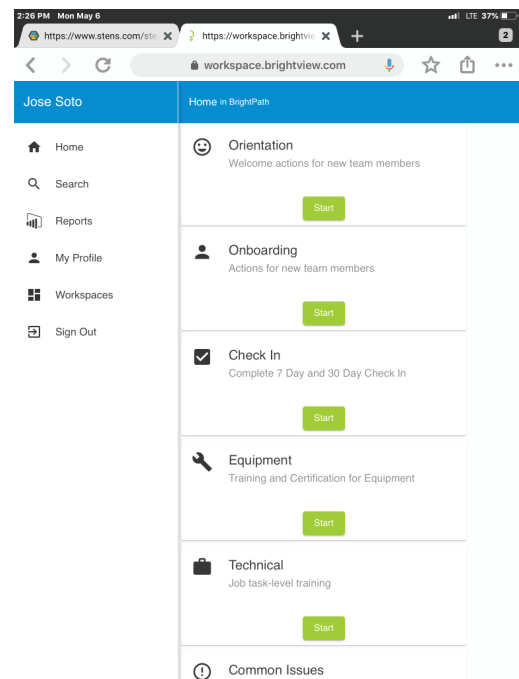
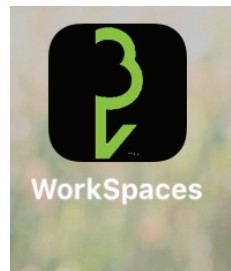
Recruitment and Retention

BrightView is one of the leading organizations when it comes to hiring and recruitment practices within the landscape maintenance industry. We have an onsite, dedicated Community Recruiter whose sole job is to hire and retain BrightView crew members, through extensive interviews, screening and onboarding training programs. Our Community Recruiter is in constant contact with our managers regarding their staffing needs and works closely with each manager to conduct interviews. At this stage the City of Costa Mesa at their own discretion can recommend former employees who have been displaced due to layoffs, etc. The following describes our process in the order that each phase that must be completed:

- | | | |
|------------------------------|-------------------------|---------------------|
| 1. Applicant Applies | 2. Initial Screening | 3. Interview(s) |
| 4. Pre-Employment Assessment | 5. Offer of Employment | 6. Background Check |
| 7. Drug Test | 8. Orientation and Hire | |

QUALIFICATIONS AND EXPERIENCE OF THE FIRM

All Project Managers and Supervisors are supported by a new BrightView App which provides them with the tools they will need, such as a complete trainer guides and skills matrix. This program not only Increases team member satisfaction and retention, it also ensures the delivery of ready, trained, safe and enabled crews who provide consistent, quality service to our customers. With ongoing training and coaching they will acquire new skills and develop professionally and grow in their careers at BrightView.



Processing for Invoices

The accounting is handled here in Santa Ana and are supported by 30 other account personnel located in Blue Bell PA. As a publicly traded company BrightView must be in compliance with the Sarbanes-Oxley (SOX) Act of 2002, this means that we operate under stricter rules for recording corporate financial statements. This also means that we will comply with the city's billing process and submit to you all records in a timely manner. So that we remain well organized and to reduce administrative time, we have a dedicated Branch Administrator who has the operating software and procedures in place to best serve the needs our our municipality clients. A simple measure to provide one single point of contact for any city employee that needs to resolve billing inquiries.

FINANCIAL STABILITY

June 28, 2018 BrightView kicked off as a publicly traded company with stocks open for trade under NYSE: BV

Offeror's is a wholly owned subsidiary of BrightView Holdings, Inc., publicly traded on the NYSE. All financial information can be found on reputable finance portals and also can be located on Offeror's investor page which holds all SEC filings at:

<https://investor.brightview.com/financials-and-filings/sec-filings/default.aspx>

For other years or older info, we can provide abbreviated financials, in the case that you require more detail please let us know.

Summary of Key Financial Data:

	Fiscal 2020 Year Ended: Sep 2020	Fiscal 2019 Year Ended: Sep 2019
Cash	\$157.1M	\$ 39.1M
Accounts Receivable	\$319.2M	\$ 333.7M
Investments	N/A	N/A
Other Current Assets	\$55.7M	\$ 44.5M
Total Assets	\$3,071.0M	\$ 2,928.6M
Current Liabilities	\$450.1M	\$ 332.7M
Total Liabilities	\$1,799.5M	\$ 1,644.8M
Stockholder's Equity	\$1,271.5M	\$ 1,283.8M
Gross Profit	\$595.3M	\$ 638.2M
Operating Expenses	\$527.4M	\$ 452.2M
Income from Continuing Operations	\$245.1M	\$ 129.7M

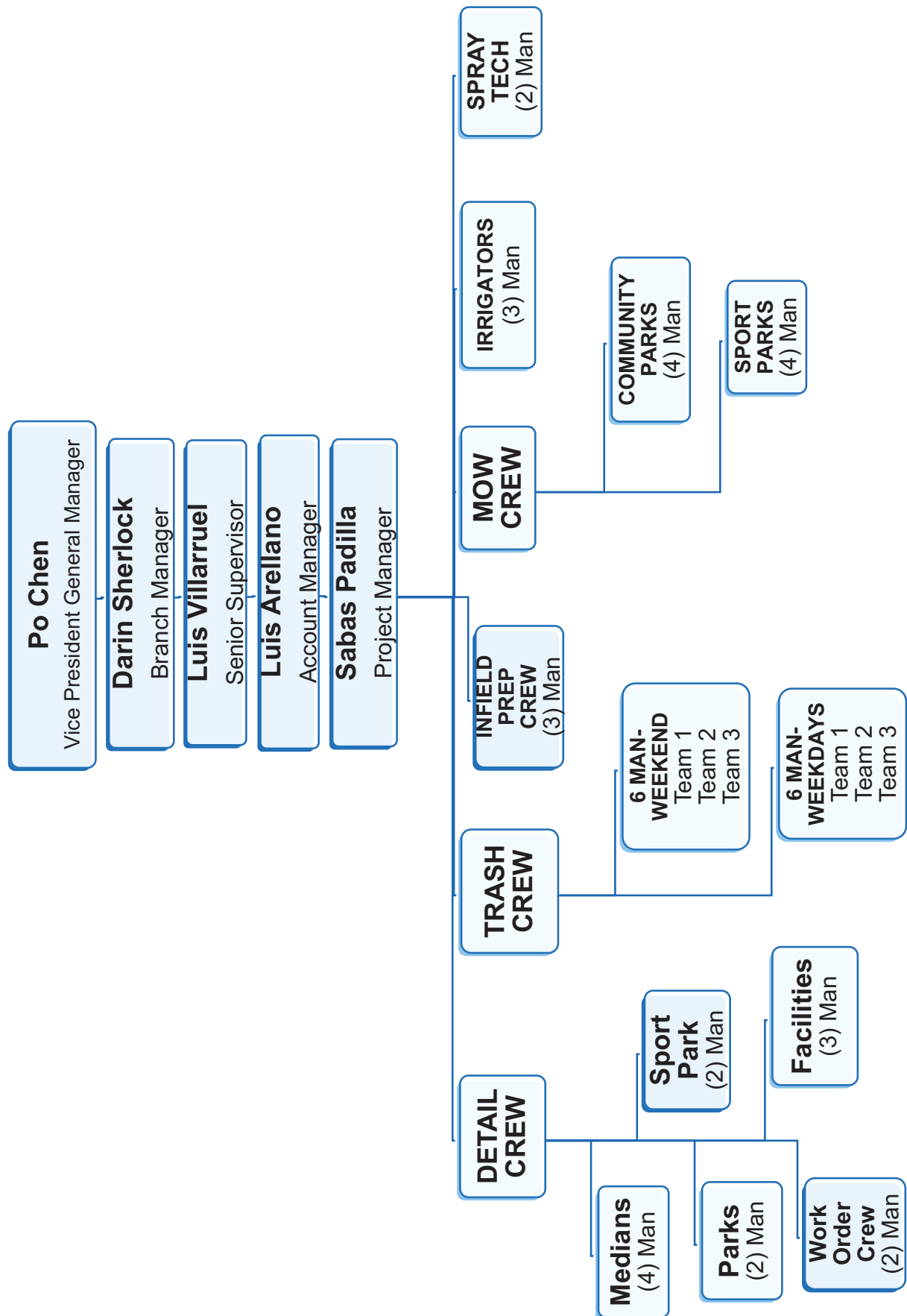
Ali Mortazavi <ali.mortazavi@brightview.com>
 Susan DeSantis <Susan.DeSantis@brightview.com>
 Joshua Dake <Joshua.Dake@brightview.com>
 Stephanie Johnston <Stephanie.Johnston@brightview.com>

KEY PERSONNEL

We are an Equal Employment Opportunity employer and shall not discriminate against any employee or applicant for employment based on race, religion, color, gender, age, marital status, sexual orientation, AIDS or AIDS-related symptoms. We comply with the Federal Immigration Act and do thorough background checks on our employees through E-verify and request a drug test through Alere Toxicology Solutions program called “MyeScreen,” a web based application. Prospects get to visit the nearest Concentra Facility or Mededpost facility

The City Supervision team is already well acquainted with our Personnel, they are the **key staff** that will be involved with the decision and execution of PARKS & LANDSCAPE MAINTENANCE SERVICES. The Senior staff and Newly promoted and seasoned member Sabas, AND Foremen, laborers, and irrigation technicians will remain in place upon award of the contract. The following chart describes the project flow and organization of the communication roads within the personnel assigned to the project:

KEY PERSONNEL: LABOR ORGANIZATION CHART



KEY PERSONNEL



PO CHEN *Vice President & General Manager, Greater Orange County*
949.338.5501 | Po.Chen@brightview.com

As Vice President & General Manager at BrightView, Po has had the unique experience of leading part or all of its three major divisions: Landscape Architecture, Landscape Construction, and Landscape Maintenance over the past 12 years. Po currently leads the company's Orange County operations, responsible for over 600 staff. Prior to that, he led BrightView's largest, flagship Development branch, responsible for nearly 400 staff. The branch built many iconic and successful landscapes including (but not limited to): The Orange County Great Park, UC Merced Campus Expansion, Los Angeles County Museum of Art (LACMA), and the Four Seasons Hualalai (Hawaii).

Po earned his MBA from the University of Pennsylvania's Wharton School majoring in Organizational Management and Human Resources, and holds dual degrees in Political Science and English from UC Berkeley.

RESPONSIBILITIES: Greater Orange County Operations and Development



DARIN SHERLOCK *Operations Manager, Greater Orange County*
949.614.9148 | Darin.Sherlock@brightview.com

Darin has been involved in the landscape industry for over 11 years, and he has over 28 years of customer service and client retention. Darin brings to our customers an extensive knowledge of fertigation and the understanding and application of various fertilizers and soil amendment products. He also brings a vast knowledge of developing and implementing various new technologies and applying them to each job.

ROJECTS: City of Lake Forest, City of Anaheim, Anaheim Disneyland Resort, City of San Juan Capistrano, OCTA, City of Fountain Valley, City of Costa Mesa, City of Laguna Woods, City of Laguna Beach, City of Brentwood, City of Oakley

RESPONSIBILITIES: Customer Relations, Project Coordinating, Overseeing Supervisory Staff, Overseeing Work Quality, Scheduling, Consultant and Sales, Equipment and Inventory Control, Budgeting, Problem Solving and more.



LUIS VILLARRUEL VELASCO *Account Manager*
714.296.7938 | Luis.VillarruelVelasco@brightview.com

Luis has been in the professional landscape services industry for the past ten years. He has a passion for work in the field and leaped to the immediate position with us as a Foreman and has been managing the chemical applications and enhancement work. With BrightView he has grown at an exemplary level and manages several of our most prestigious accounts. Prior he had five year's experience as an irrigator and is experienced in water management, sports field management, spray tech, and arbor care. He collaborates with colleagues and endeavors, has managed projects of over 150 acres and crews of 35 people. He is also experienced in creative

KEY PERSONNEL

installations, estimating, purchasing and inventory management.

ROJECTS: City of Costa Mesa, I-5/I-405 Spectrum Interchange, City of Laguna Woods, City of Cypress

RESPOSABILITIES: Irrigation System, Water Management, Infield prepping, Sports Turf Management, Renovations, Purchasing, Scheduling, Time Management, Crew Management, Overseeing Work Quality.

LUIS ARELLANO *Production Manager*

657.242.7719 | luis.arellano@brightview.com



Luis has been in the professional industry well over 20 Years. He had been working as a Foreman in the post maintenance division for a Landscape Construction company since 2001 and before that he had worked for another large Landscape Construction firm where he gained Union accreditation as Journeyman through extensive training. He joined our team in the Summer of 2015 in the elevated position of Irrigator for the prestigious contract at the Anaheim Disneyland Resort. He assisted the renovations team and Quickly escalated to Production Manager for Laguna Woods, Spectrum I-5/I-405 Interchange and finally for the City of Costa Mesa. Here he is the backbone of team unification and elevating the team's strengths. Luis works closely with upper management to meet city requirements. He works closely with the laborers to help guide them and improve themselves and build a career with us. He believes that this is the key to putting out quality work to our clients and has invested heavily in keeping crew members organized and thoroughly following through with their progress. He has molded himself to be like staff members he looks up to. He likes to teach, he likes to have goals, loves to learn and work with teams and listen to the crew's needs. His moto is discipline, organization and earning the trust of your peers is essential to putting out impeccable work.

ROJECTS: Costa Mesa Parks and Facilities

RESPOSABILITIES: Irrigation System, Water Management, Sports field maintenance, Turf Renovations, Large Equipment Operator, Tree pruning, Crew Management and training, Day-to-Day work flow.

SABAS PADILLA HERNANDEZ *Production Manager*

714.296.7941 | j.padillahernandez@brightview.com



Sabas is responsible, agreeable and always willing to work with everyone. He has been in the landscape field for 15 years. He has a passion for work in the field, began his career in the industry from the bottom and has rightfully earned a higher position and the respect of our team. Although his early aspirations were far from landscaping by earning his degree in Communications to follow the path of radio host; now our staff and clients benefit from an excellent communicator, who leads by example and inspires his crew daily. He works in close communication with labor, technicians, Brightview management and city management to ensure smooth daily operations. He is heavily committed to produce quality work, always

KEY PERSONNEL

searching for new ideas to be more efficient, tests them and coaches the crew. He has been at the front of the infinite quest of finding innovative ideas to reduce cost, work more efficiently and succeed. His moto is “No matter what I do or where I am at I will give it my best for myself and for my clients.”

PROJECTS: City of Costa city-wide services , City of Anaheim Alleys and bus stops

RESPOSABILITIES: Leads Daily tailgate meetings, Time Management, Crew Management, Overseeing Work Quality, He takes the lead in coordination of general maintenance and enhancement work, Ensures all equipment on his projects are in working order and operating at the highest standards.

KRISTI FALLIAUX *Regional EH&S Manager*

818.472.8892 | Kristi.falliaux@brightview.com



Kristi is a recent transfer from our SoCal Northwest Region where she supported the safety efforts in both SoCal NW and Golf over the last eight months. Prior to BrightView, Kristi spent over 15 years in the environmental industry (Waste Management) where she focused on field succession mentoring, enhancement team member engagement and creating a world class safety culture. In addition to her extensive OSHA regulatory knowledge, Kristi is a Certified Environmental Specialist and is a subject matter expert in the Resource Conservation Recovery Act (RCRA) and Hazardous Material Management (HazMat).

CHRISTIAN GALINDO *Certified Chemical Technician*

949.324.3486 | Christian.Galindo@brightview.com



Christian graduated from University of Florida and furthered his studies at the University of Delaware. He’s been in the industry for over 20 years and has experience in retail, construction and excels in display horticulture, design and agronomics and is currently the OC regional QAL. He was the lead horticulturist for Estate Gardens by ValleyCrest where he was in charge of the maintenance of high profile residential estates in Malibu/Beverly Hills.

CREDENTIALS:

B.S. Environmental Horticulture - University of Florida

M.S. Public Horticulture - University of Delaware

California Qualified Applicator No. 126268 (Categories: B,C)

KEY PERSONNEL

JOHN LAW *Director of Technical Services*

510.305.1101 | John.Law@brightview.com



Dr. Law has been with BrightView for 16 years serving as a horticultural project consultant for California, Oregon, Washington, Nevada and Arizona Regions. He is responsible for landscape problem identification and solutions, product research, sustainability, pest management, regulatory compliance and other technical parts of the green industry. He spends most of his time working in the field with landscape Account Managers to efficiently maintain and enhance commercial landscapes, sports fields, college campuses, parks, storm water/artificial wetlands and resorts.

CREDENTIALS:

Ph.D. Biological Sciences, University of Rhode Island. Kingston. RI.
M.S. Plant Physiology. University of California. Davis, California.
B.S. Biology. Syracuse University. Syracuse. New York.
OSHA 40-Hour Health and Safety Procedures for Hazardous Waste Site Personnel. Certificate HS389.
California Pest Control Advisor No. AA02097 (Categories: A,B,D,E,G,)
LEED Accredited Professional (AP) for Operations + Maintenance (AP O+M)
ISA Certified Arborist WC-1032
California Pesticide Applicator License No. 99416 (Categories: A,B,C,D)

PROJECTS:

Los Angeles Rams Practice Facility, Thousand Oaks, Ca
Arizona Cardinals Football Stadium, Glendale, Az
College of Marin Sports Field Complex, Kentfield, Ca
Camarillo Sports Complex, Camarillo, Ca

Specializes in parks and athletic fields; inclusive of vertically-drained sand-based sports fields, synthetic turf, and full scope landscape & hardscape construction

MURRAY COOK *Sports Turf Specialist*

240.882.0903 | Murray.Cook@brightview.com



Murray has been with Brightview for 15 years and with over 35 years of professional sports venue management, design and construction experience, he has gained a wealth of knowledge in the design, construction and management of Major Baseball Stadiums and Multi-Sport Complex venues. His industry knowledge as to the most current methods of sports field design, construction and management has been implemented at sports facilities around the world. He has provided sports venue design and management services in over 30 different countries worldwide.

CREDENTIALS:

Bachelors of Science, Sports Turf Management
Past President of the National Sports Turf Managers Association
Major League Baseball's Official Field Consultant for 25 years

PROJECTS: Provided field design and management for over 15 MLB teams including Miami Marlins, San Francisco Giants, Atlanta Braves and the St. Louis Cardinals

KEY PERSONNEL

JAMES CARR *Regional Irrigation Manager-Southwest Region*
(Orange County, San Diego, Arizona, Las Vegas New Mexico)
480.823.1734 | James.Carr@brightview.com

James has worked with BrightView since 2017 and oversees Irrigation and Water Management Services for BrightView in the Southwest Region and is also part of BrightView's Irrigation Training Program.



James has worked in the Irrigation industry since 2004, starting off in Arizona. He is passionate about irrigation and education always maintaining a curiosity and drive to learn and stay ahead of the industry. He is currently volunteering with the local ALCA to educate and improve the industry standard of Irrigation Work in the state. His passion for education has gone above and beyond in irrigation and overflowed into most areas of Landscape that work closely with Irrigation.

CREDENTIALS:

IA Certified Landscape Irrigation Auditor
IA Certified Landscape Water Manager
IA Certified Irrigation Technician
US EPA Water Sense Partner
ABPA - Backflow Prevention Specialist #03-02931
ISA Certified Arborist- WE-12573A
ALCA ACLP, SLM Certified
ALCA Certified Irrigation Tech Level 1 and 2
Baseline Base Manager Certified
Hunter Certified
Toro Certified
Rainbird Certified
WeatherTRAK Certified

EXTENSIVE EXPERIENCE MANAGING THE FOLLOWING SYSTEMS:

HydroPoint WeatherTRAK
BaseLine BaseManager
RainMaster iCentral/Maxicom
RainBird IQ Cloud Based System
WeatherMatic Smartline
Irritrol/Toro Controllers
Hunter Controllers

RFP22-10/C03921



**VENDOR APPLICATION FORM
FOR
RFP No. 22-10 for PARKS & LANDSCAPE MAINTENANCE SERVICES**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: BrightView Landscape Services, Inc.

Contact Person for Agreement: Jeff Herold

Title: COO / President E-Mail Address: jeff.herold@brightview.com

Business Telephone: Main O. 714.546.7843
Mgr. mobile 949.614.9148 Business Fax: none
Super. 714.296.7938

Corporate Mailing Address: 1960 S. Yale Street

City, State and Zip Code: Santa Ana, CA 92704

Contact Person for Proposals: Darin Sherlock
darin.sherlock@brightview.com

Title: Branch Manager E-Mail Address: luis.villarruelvelasco@brightview.com

Business Telephone: 844.620.9797 Business Fax: none

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

RFP22-10/C03921

Names & Titles of Corporate Board Members

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

Names	Title	Phone
Jeff Herold	CEO and President	484.567.7202
Robert Tyler	Treasurer	484.567.7249
Jonathan Gottsegen	Secretary	484.567.7220
Tomas Kuehn	Assistant Secretary	818.737.2635
Susan DeSantis	Assistant Secretary	240.707.8959
Joshua Dake	Senior Vice President	619.954.0063

PLEASE SEE ATTACHED CORPORATE BOARD RESOLUTION FOR LIST OF ALL CORPORATE OFFICER NAMES

Federal Tax Identification Number: 95-2651541

City of Costa Mesa Business License Number: 266211

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

City of Costa Mesa Business License Expiration Date: #08434 exp January 31, 2022

RFP22-10/C03921

COMPANY PROFILE & REFERENCES

Company Legal Name: BrightView Landscape Services, Inc.

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

Active licenses issued by the California State Contractor's License Board: 266211

Business Address: 1960 S. Yale Street, Santa Ana, CA 92704

Website Address: <https://www.brightview.com/company/about-brightview>

Telephone Number: Mgr. 949.614.9148
Super. 714.296.7938 Facsimile Number: none

Email Address: darin.sherlock@brightview.com | luis.villarruelvelasco@brightview.com

Length of time the firm has been in business: 51years

Length of time at current location: 5years

Is your firm a sole proprietorship doing business under a different name: ___Yes XNo

If yes, please indicate sole proprietor's name and the name you are doing
business under: -----

Federal Taxpayer ID Number: 95-2651541

Regular Business Hours: Mon - Friday 8am - 4:30pm

Regular holidays and hours when business is closed: Jan 1st, Memorial, July 4th, Labor Day, Thanks giving
Thursday and Friday, Dec 24 and 25, Dec. 31st | Hrs: 24hrs
on the Holiday

Contact person in reference to this solicitation: Darin Sherlock | Luis Villarruel

Telephone Number: Mgr. 949.614.9148
Super. 714.296.7938 Facsimile Number: none

Email Address: darin.sherlock@brightview.com | luis.villarruelvelasco@brightview.com

Contact person for accounts payable: Ambar Calderon | Dana Chang

Telephone Number: AM 310.714.7379
Controller 714.277.8760 Facsimile Number: None

Email Address: ambar.calderon@brightview.com
dana.chang@brightview.com

Name of Project Manager: Luis Villrruel | Luis Arellano

Villarruel 714.296.7938
Telephone Number: Arellano 657-242-7719 Facsimile Number: none

Email Address: Luis.villarruelvelasco@brightview.com | Luis.arellano@brightview.com

RFP22-10/C03921

COMPANY PROFILE & REFERENCES (Continued)

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

Company Name: City of Newport Beach

Contact Name: Gregory Haynes - Park Maintenance Supervisor

Contract Amount: \$1.9M

Email: ghaynes@newportbeachca.gov | T. 949.289.1248

Address: Public Works Department, 100 Civic Center Drive, Newport Beach, CA 92660

Brief Contract Description:

Landscape Maintenance of citywide streetscape inclusive of medians, parkways, lookout points, parking lots, and well sites

Company Name: City of Lake Forest

Telephone Number: (949) 616-5557

Contact Name: Hugo Andreani Landscape Inspector/Public Works

Contract Amount: \$1M Annually

Email: handreani@lakeforestca.gov

Address: 100 Civic Center Drive Lake Forest, CA 92630

Brief Contract Description:

Complete Landscape Services of Sport Facilities. 86 Acres inclusive of 5 Baseball Fields, 4 Soccer

Company Name: City of San Juan Capistrano

Telephone Number: (949) 842-2176

Contact Name: Jason Core

Contract Amount: \$600,210 Annually

Email: jcore@sanjuancapistrano.org

Address: 32400 Paseo Adelanto, San Juan Capistrano, CA 92675

Brief Contract Description:

City-Wide Complete Landscape Services for Parks, Medians and Parkways, and City Facilities

RFP22-10/C03921

Company Name: City of Anaheim

Telephone Number: (714)765-4461

Contact Name: Jose Cañedo - Park Services Superintendent

Contract Amount: \$970,900 Annually

Email: Jcanedo@anaheim.net

Address: 200 S. Anaheim Blvd. Anaheim, CA 92805

Brief Contract Description:

450 Acres. We handle every aspect of landscape maintenance for the West Area Parks, including water management and twenty-two athletic fields

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

RFP22-10/C03921

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. 20-10 FOR PARKS & LANDSCAPE MAINTENANCE SERVICES** at any time after **November 10, 2021**.

Signature

Date: 12 / 3 / 2021

Jeff Herold - COO/President

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **November 10, 2021** with a City Councilmember concerning informal **RFP No. 22-10 FOR PARKS & LANDSCAPE MAINTENANCE SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature

Date:

Print

RFP22-10/C03921

DISCLOSURE OF GOVERNMENT POSITIONS

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

None

RFP22-10/C03921

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes _____ No X

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

RFP22-10/C03921



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.

[illegible]

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.

Jeff Herold - COO / President

Bidder/Applicant/Proposer

12 / 3 / 2021

Date _____

proposer

C03921#22-09 ADDENDUM NO. 1



**ADDENDUM NO. 1
REQUEST FOR PROPOSAL
FOR
PARKS & LANDSCAPE MAINTENANCE SERVICES
RFP NO. 22-10**



**PUBLIC SERVICES
CITY OF COSTA MESA**

Addendum Released on November 18, 2021

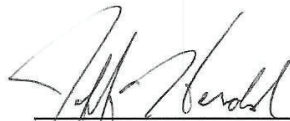
The referenced document has been modified as per the attached Addendum No. 1

Please sign this Addendum where designated and return the executed copy with submission of your proposal. This addendum is hereby made part of the referenced RFP.

- **Delete** Appendix B, Sample Maintenance Services Agreement; and
- **Replace** with attached revised Appendix B, Sample Maintenance Services Agreement.

All other provisions of the invitation for bid shall remain in their entirety.

Vendors hereby acknowledge receipt and understanding of the above Addendum. Complete and submit this Addendum with your proposal.

 12/3/2021
Signature **Date**
Jeff Herold - COO / President
Typed Name and Title

BrightView Landscape Services, Inc.
Company Name
1960 S. Yale Street
Address
Santa Ana CA 92704
City State Zip

EQUIPMENT

Operating Facility

Our Maintenance Team dispatch from the Neighboring City of Santa Ana. Your assigned local Operating Facility will be just 5.2 miles from Costa Mesa City Hall: 1960 S. Yale, Santa Ana, CA 92704. Our Corporate Office is at 27001 Agoura Road, Suite 350, Calabasas, CA 91301.

BrightView has the resources and assets at our disposal to better serve our customers. We have a Full Service Mechanic's Shop with 2 - full time mechanics that conduct routine maintenance on all trucks and equipment used on all of our jobs. Our crew will have several fully stocked Ford F-250 truck, complete with shovels, brooms, pitch forks, rakes, pruners, wheelbarrow, hoes, chainsaws,



leaf blowers, burlaps, etc. to manicure each site thoroughly. To ensure public safety traffic control equipment such as warning lights, signs, cones, and fire extinguishers are also readily available. Some of these trucks will also be equipped with a trailers that will haul all of the mowers and specialty sports turf equipment for each of the job sites. We will have dedicated equipment for Tewinkle and Jack Hammet on site as well as allow access to the Reel Mower to the Los Angeles Chargers Maintenance Staff as directed under SPORTS TURF MAINTENANCE in the scope of work.

Also as a special offer to the City and in appreciation of having the city of Costa Mesa as our client for the past four years we are including upgrade Reelmaster from the John Deere model to the larger Toro. One each dedicate to Tewinkle and Jack Hammet and one Spray Cart to be dedicated to the entire contract.

Our crew possess the most current and up-to-date tools available, as to the best service this project. Our shears, trimmers, mowers, and blades are constantly sharpened for the best cutting edge possible, as to not damage the plant materials. Brightview has larger equipment available in house such as boom trucks, tree trimming trucks, bobcats, tractors, dethatchers, slice aerators, etc. for such times when the need arises.

In the following attachment we demonstrate the equipment we currently have available:

Equipment



Equipment



BrightView will upgrade to two of these units. Each dedicated for sole use at Tewinkle Park and Jack R. Hammett Sports Complex



BrightView will upgrade to this unit to be dedicated to the entire contract.

Will upgrade all 2-cycle equipment.



Equipment



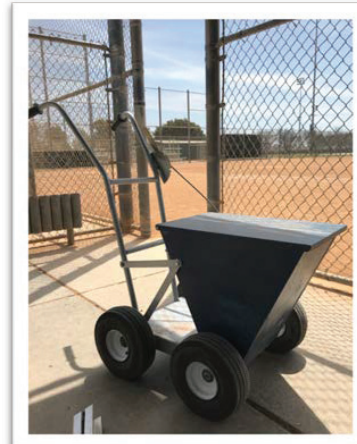
Equipment



Equipment



Equipment



Equipment





October 14, 2021

Mr. Trevor Frey
Risk Management – Insurance Manager
BrightView Landscapes, LLC
980 Jolly Road
Blue Bell, PA 19422

RE: NCCI – INTERSTATE RATING

BrightView Landscape, LLC and its Subsidiaries
BrightView Landscape Services, Inc.
BrightView Landscape Development, Inc.
BrightView Tree Company
BrightView Golf Maintenance, Inc.
Western Landscape Construction

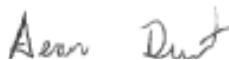
Dear Trevor:

Please allow this letter to serve as confirmation and certification that the Workers Compensation Experience Ratings from NCCI are as follows:

EFFECTIVE DATE OF RATING	INTERSTATE RATING
10.1.2021	0.83
10.1.2020	0.69
10.1.2019	0.60
10.1.2018	0.53
10.1.2017	0.67
10.1.2016	0.68
10.1.2015	0.67
4.1.2014	0.93
4.1.2013	0.97
4.1.2012	0.96
4.1.2011	0.90

Should you have any questions, or if additional information is required, then please do not hesitate to contact me at 267.252.0388 or sean.dent@aon.com.

Best Regards,



Sean Dent
Account Specialist

SUPPORT DOCUMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/01/2021

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA		CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:	
INSURED Brightview Landscape Services, Inc. 1960 S Yale Street Santa Ana CA 92704 USA		INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: American Guarantee & Liability Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22667 26247	

COVERAGES **CERTIFICATE NUMBER:** 570090456789 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pesticide/Herbicide Applicator Coverage GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			XSLG72473826001 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25581593	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION			AUC508596817	10/01/2021	10/01/2022	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC67804041 WC - AOS SCFC67804089 WC - WI	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

Brightview Landscape Services, Inc.
1960 S. Yale St.
Santa Ana CA 92704 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier : Q

Certificate No : 570090456789

SUPPORT DOCUMENTS

DIR Registration




Registration Number	Legal Entity Name	Registration Start Date	Registration Expiration Date	Status	Mailing Address	DBA Name	Craft Name
1000005364	BRIGHTVIEW LANDSCAPE SERVICES, INC.	7/1/2021	6/30/2022	Active	27001 Agoura Rd Ste 350 CALABASAS United States of America 91301		Landscape

CREDENTIALS Kristi Falliaux Regional EH&S Manager



10/19/2021

SUPPORT DOCUMENTS

		CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION	
		1001 I STREET SACRAMENTO, CALIFORNIA 95814	
ISSUED: January 19, 2021		Pest Control Business - Branch	
EXPIRES: December 31, 2022		LICENSE	
		LICENSE NO. 31368	
Invalid if insurance and/or qualified person(s) lapse before expiration date.			
Mailing Address		Business Location	
BRIGHTVIEW LANDSCAPE SERVICES, INC 27001 AGOURA RD SUITE 350 CALABASAS, CA 91301		BRIGHTVIEW LANDSCAPE SERVICES, INC 1960 S YALE ST SANTA ANA, CA 92704	
POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW THIS LICENSE IS NOT TRANSFERABLE – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE			

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a \$20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <licenseemail@cdpr.ca.gov>. Or you may write to

**Department of Pesticide Regulation
Pest Management and Licensing Branch
Licensing and Certification Program
P.O. Box 4015
Sacramento, California 95812-4015**

SUPPORT DOCUMENTS

CERTIFICATE OF RESOLUTION

BrightView Maintenance Companies

I, Jonathan Gottsegen, Secretary of BrightView Landscapes, LLC, a Delaware limited liability company (the “Company”), do hereby certify that as of the date hereof, the following resolutions have been adopted by the unanimous approval of the Board of Directors of the Company and the Board of Directors of the Company’s maintenance subsidiaries listed on Exhibit A (the Company and such subsidiaries are sometimes referred to herein as the “Companies”), in accordance with the governing documents of the Companies and that said approvals have not been rescinded, amended or modified:

Authorization to Execute Documents:

RESOLVED, that those individuals listed on Exhibit B hereto are hereby elected and authorized to serve in the offices and for such companies that are indicated therein until their respective successors are elected and qualified or until their earlier resignation, removal or death;

FURTHER RESOLVED, that the Board of Directors have authorized and they do hereby authorize those individuals listed on Exhibit C hereto, or any of them to execute and deliver in the name of and for and on behalf of the Companies, subject to the limitations set forth in the Signatory Authority Policy set forth on Exhibit D hereto, any and all bids, addenda, consulting agreements, applications, permits, certificates and contracts, including but not limited to maintenance agreements, non-disclosure agreements, subcontractor agreements, certifications and the renewals and amendments thereof;

FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Company is hereby authorized and directed to execute a Certificate of Resolution certifying to the passage of these resolutions;

FURTHER RESOLVED, that the Secretary or Assistant Secretary of the Company is hereby further authorized to amend Exhibit C hereto from time to time if he or she determines such amendment is necessary to reflect changes in employment status and/or title of the Company’s employees;

FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including, without limiting effect, public entities, shall be entitled to rely on the authority of any one of the foregoing persons to bind the Companies by the execution and the delivery of any such bids, addenda, consulting agreements, applications, permits, certificates and contracts, including but not limited to maintenance agreements, non-disclosure agreements, subcontractor agreements, certifications and the renewals and amendments thereof;

FURTHER RESOLVED, that the authority herein contained shall remain in effect until the persons, firm, corporation or other entity relying upon the authority herein contained receive written notice to the contrary and that all previous authorizations heretofore given with respect to the matters herein contained are revoked; provided, however, that this revocation shall not affect the validity of any instrument hereinabove referred to that was executed by any person or persons who at the time of such execution was duly authorized to act.

FURTHER RESOLVED, if due to an emergency situation and the Company’s Business Continuity Plan (BCP) is activated by an officers of BrightView Holdings, Inc. all of the Signature Authorities named in Exhibit C hereto shall have the immediate authority and ability to execute and deliver in the name of and for and on behalf of the Companies, without further action needed to be taken by an officers of the Companies and notwithstanding the limitations set forth in the Signatory Authority Policy set forth on Exhibit D hereto, any and all bids, addenda, consulting agreements, applications, permits, certificates and contracts, including but not limited to maintenance agreements, non-disclosure agreements, subcontractor

agreements, certifications and the renewals and amendments thereof. Once there is no longer an emergency situation and the BCP is deactivated, the limitations in the Signatory Authority Policy set forth on Exhibit D shall once again apply.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Resolution on this 15th day of April, 2019.



Jonathan Gottsegen

Exhibit A – Subsidiaries

BrightView Landscapes, LLC
BrightView Chargers, Inc.
BrightView Landscape Services, Inc. – CA
BrightView Landscape Services, Inc. – AZ
BrightView Landscape Services, Inc. – CO
BrightView Landscape Services, Inc. – FL
BrightView Landscape Services, Inc. – GA
BrightView Landscape Services, Inc. – NV
BrightView Landscape Services, Inc. – TX
BrightView Tree Care Services, Inc.
BrightView Golf Maintenance, Inc.
BrightView Companies, LLC*
BrightView Funding LLC*

*Elected Officers Only

Exhibit B – Elected Officers

BrightView Landscapes, LLC

Andrew Masterman	President and Chief Executive Officer
Jonathan Gottsegen	Secretary; Executive Vice President and Chief Legal Officer
John Feenan	Executive Vice President and Chief Financial Officer
Jeff Herold	President, Landscape Services
Katriona Knaus	Treasurer
Robert Tyler	Assistant Treasurer
Timothy Wilkinson	Assistant Treasurer
Todd Chambers	Executive Vice President and Chief Marketing Officer
Brian Bruce	Executive Vice President and Chief Information Officer
Susan DeSantis	Assistant Secretary
David Hanson	Assistant Secretary
Tomas Kuehn	Assistant Secretary

BrightView Chargers, Inc.

Jeff Herold	President
John Feenan	Treasurer
Jonathan Gottsegen	Secretary
David Hanson	Vice President
Tomas Kuehn	Assistant Secretary
Timothy Wilkinson	Assistant Treasurer
Katriona Knaus	Assistant Treasurer

BrightView Landscape Services, Inc. – CA

Jeff Herold	Chief Executive Officer and President
Robert Tyler	Treasurer
Jonathan Gottsegen	Secretary
Tomas Kuehn	Assistant Secretary
Susan DeSantis	Assistant Secretary
Timothy Wilkinson	Assistant Treasurer
Katriona Knaus	Assistant Treasurer
David Hanson	Senior Vice President
Joshua Dake	Senior Vice President
Todd Chesnut	Vice President

BrightView Landscape Services, Inc. – AZ

Jeff Herold	Chief Executive Officer and President
Robert Tyler	Treasurer
Jonathan Gottsegen	Secretary
Tomas Kuehn	Assistant Secretary
Susan DeSantis	Assistant Secretary
Timothy Wilkinson	Assistant Treasurer
Katriona Knaus	Assistant Treasurer
David Hanson	Senior Vice President

BrightView Landscape Services, Inc. – CO

Jeff Herold	Chief Executive Officer and President
Robert Tyler	Treasurer
Jonathan Gottsegen	Secretary
Tomas Kuehn	Assistant Secretary
Susan DeSantis	Assistant Secretary
Timothy Wilkinson	Assistant Treasurer
Katriona Knaus	Assistant Treasurer
David Hanson	Senior Vice President

BrightView Landscape Services, Inc. – FL

Jeff Herold	Chief Executive Officer and President
Robert Tyler	Treasurer
Jonathan Gottsegen	Secretary
Tomas Kuehn	Assistant Secretary
Susan DeSantis	Assistant Secretary
Timothy Wilkinson	Assistant Treasurer
Katriona Knaus	Assistant Treasurer
Charles Gonzalez	Vice President

BrightView Landscape Services, Inc. – GA

Jeff Herold	Chief Executive Officer and President
Robert Tyler	Treasurer
Jonathan Gottsegen	Secretary
Tomas Kuehn	Assistant Secretary
Susan DeSantis	Assistant Secretary
Timothy Wilkinson	Assistant Treasurer
Katriona Knaus	Assistant Treasurer
Michael Dozier	Senior Vice President

BrightView Landscape Services, Inc. – NV

Jeff Herold	Chief Executive Officer and President
Robert Tyler	Treasurer
Jonathan Gottsegen	Secretary
Tomas Kuehn	Assistant Secretary
Susan DeSantis	Assistant Secretary
Timothy Wilkinson	Assistant Treasurer
Katriona Knaus	Assistant Treasurer
David Hanson	Senior Vice President

BrightView Landscape Services, Inc. – TX

Jeff Herold	Chief Executive Officer and President
Robert Tyler	Treasurer
Jonathan Gottsegen	Secretary
Tomas Kuehn	Assistant Secretary
Susan DeSantis	Assistant Secretary
Timothy Wilkinson	Assistant Treasurer
Katriona Knaus	Assistant Treasurer

BrightView Tree Care Services, Inc.

Jeff Herold	Chief Executive Officer and President
Robert Tyler	Chief Financial Officer
Jonathan Gottsegen	Secretary
David Hanson	Senior Vice President
Timothy Wilkinson	Assistant Treasurer
Katriona Knaus	Assistant Treasurer
Tomas Kuehn	Assistant Secretary

BrightView Golf Maintenance, Inc.

Gregory Pieschala	Chief Operating Officer and President
Robert Tyler	Chief Financial Officer
Jonathan Gottsegen	Secretary
Tomas Kuehn	Assistant Secretary
B. Todd Bunnell	Vice President
Terrance McGuire	Vice President
Kevin Neal	Vice President
Timothy Wilkinson	Assistant Treasurer
Katriona Knaus	Assistant Treasurer

BrightView Companies, LLC

John Feenan	Chief Executive Officer, President, Chief Financial Officer and Treasurer
Robert Tyler	Senior Vice President, Assistant Secretary and Assistant Treasurer
Jonathan Gottsegen	Secretary
Tomas Kuehn	Vice President and Assistant Secretary
Brian D. Bruce	Vice President
Caroline Weilert	Vice President
Timothy Wilkinson	Assistant Treasurer
Katriona Knaus	Assistant Treasurer

BrightView Funding LLC

John Feenan	Vice President and Chief Financial Officer
Jonathan Gottsegen	Vice President and Secretary
Katriona Knaus	Treasurer
Robert Tyler	Assistant Treasurer
Timothy Wilkinson	Assistant Treasurer
Susan DeSantis	Assistant Secretary

Exhibit C – Signatory Authority

<u>Individual</u>	<u>Title</u>
Jeff Herold	President, Evergreen West Division and COO
Michael Dozier	President, Evergreen East Division
Jamie Gollotto	President, Seasonal Division
Greg Pieschala	President, Golf
Murray Cook	President, Sports Turf
Brett Urban	Sr. Vice President, Finance & CFO BrightView Landscape Services
Josh Dake	Group SVP, Southwest
Blaine Rigler	SVP, Florida Central
Charles Gonzalez	SVP, Florida South
Dave Hanson	SVP, Rocky Mountain & Northern California
Fred Freund	SVP, Northern California
Greg Lewandowski	SVP, Mid-Atlantic
Jason Shear	SVP, Texas
Ray Nobile	SVP, Northeast
Todd Chestnut	SVP, Southeast
TBD	SVP, MidWest
Michael Underwood	Group Vice President, Northern Cal
Rene Rivera	VP, Operations So Cal* (<i>SVP authority per Delegation of Authority form</i>)
Andrew Hart	VPF, Seasonal Division
Ali Mortazavi	VPF, Evergreen West Division
Gordon Bainbridge	VPF, Evergreen East Division
Meredith Nicklas	VPF, Mid-Atlantic

Katriona Knaus	VP, Treasurer
Trevor Frey	Insurance Manager
Aaron Lott	Director, Finance, Rocky Mountain
Christian Nunez	Director Finance, NorCal
Stephanie Johnston	Director, Finance, Southwest
Edwin Gonzalez	Regional Finance Manager, Florida South
Jeremy Sweeney	Regional Finance Manager, Florida Central
Maria Rosas	Regional Finance Manager, SoCal Northwest
Matt Furey	Regional Finance Manager, Evergreen West
Mitchell Dyson	Regional Finance Lead, Texas
Tina Padgett	Regional Finance Manager, Southeast
Virgil Mcclendon	Regional Finance Manager, Northeast
Adam Budniak	VPGM, Los Angeles North
Andrew Mori	VPGM, Los Angeles South
Chris Greene	VPGM, Virginia South
Christopher Jones	VPGM, Upper MidWest
David Howell	VPGM, San Diego County
JD Gillen	VPGM, Rocky Mountain/CO & Utah
Jon Hasbrouck	VPGM, Arizona
Jose Zepeda	VPGM, Florida South
Karine Stuimer	VPGM, San Jose
Kevin Mefford	VPGM, High Desert
Mark Cruzan	VPGM, Florida Southwest
Matt Bevill	VPGM, Northwest
Mike Soares	VPGM, Sacramento Valley

Nick Patterson	VPGM, Inland Empire
Po Chen	VPGM, Orange County and Greater OC Market
Ray Lewis	VPGM, OH/PA
Scott Godfrey	VPGM, Ventura
Scott Sifton	VPGM, North Carolina- Raleigh, Charlotte, RT Park and Greensboro
Tariq Ahmed	VPGM, PennDel
Tony Vargas	VPGM, San Francisco Market
Wayne Shiveley	VPGM, Virginia North, Virginia North Tree
Brandon Steene	GM, Cupertino /Mountain View
Brian Ostler	GM, IE TCS- 49290
David Palmer	GM, Boston, Boston Tree, Dorchester & Connecticut
Dennis Smith	GM, Florida Southeast
Jim Abbott	GM, Florida North
Justin Trimble	GM, Northern California
Justin Wooley	GM, DFW
Marc Fortson	GM, Atlanta- Johns Creek, Marietta, South Atlanta and North Atlanta
Melissa Harris	GM, Indiana & Prairie
Nathan Pyle	GM, Austin
Nick Carabetta	GM, Delaware, Harrisburg, Freehold, Allentown, Lehigh and PA Tree
Paul Richau	GM, Florida West
Scott Sikora	GM, Florida North
Scott Smith	GM, Mid-South- Greenville, Charleston, Nashville and Memphis.
Steven Brackin GM	GM, Pan Handle- Emerald Coast, Santa Rosa Beach and Ocala
Valerie True	GM, South Texas

Aaron Strange	Branch Manager	Ocala
Abraham Garcia	Branch Manager	Pasadena
Amanda Bender	Branch Manager	West Los Angeles
Andrew Lenz	Branch Manager	Dallas Central
Andy Benoot	Branch Manager	Pontiac
Anthony Armenia	Branch Manager	Delaware
Anthony Mader	Branch Manager	Ontario
Ashlynn Hayes	Branch Manager	Dallas North/Prosper
Aurora Marin	Branch Manager	Reno Residential* (<i>SVP authority per Delegation of Authority form</i>)
Ben Strickland	Branch Manager	GTL Austin
Bill Lahey	Branch Manager	Dorchester
Bradley J. Hill	Branch Manager	Denver West
Brandon Schiff	Branch Manager	Exxon Campus
Brian Glure	Branch Manager	Chicago Northwest
Brian Hartman	Branch Manager	Northeast Atlanta
Brian Laugen	Branch Manager	NYC
Brian Roof	Branch Manager	Connecticut
Bridget Cahill	Senior Branch Manager	Montgomery
Bryan Tompkins	Branch Manager	Arizona Tree
Chad Dean	Branch Manager	Poway
Chad Norris	Branch Manager	GTL South Austin
Chad Olsen	Branch Manager	Sports Turf
Chris Barnard	Branch Manager	John's Creek
Chris John	Branch Manager	R T Park
Chris Miska	Branch Manager	Woodlands
Chris Morris	Branch Manager	Kansas City
Chris Muth	Branch Manager	Lorton
Chris Steiner	Branch Manager	Las Vegas West

Chris Webber	Branch Manager	Central Jacksonville
Christian Galindo	Branch Manager	Orange County South
Christian Ibarra	Branch Manager	Fort Myers & North Port
Christian Talbot	Branch Manager	GES Outsourced
Christopher John	Branch Manager	Wellington
Clint Christman	Branch Manager	San Jose
Craig Hoying	Branch Manager	Indy Turf & Zionville
Damian Dela Vega	Branch Manager	Miami Beach
Dan Ott	Branch Manager	Greensboro
Daniel Franke	Branch Manager	Martinez
Danny Wilcox	Branch Manager	Emerald Coast
Darby Gilmer	Senior Branch Manager	Haltom City
Darin Sherlock	Branch Manager	Greater Orange County
David Bryant	Branch Manager	Chesterfield
David Collier	Branch Manager	Benchmark New Braunfels
Dennis Lazicky	Branch Manager	Allentown
Derek Buehler	Branch Manager	Lake Nona & South Orlando
Derek Martindale	Branch Manager	Salt Lake City
Deriek Chapman	Branch Manager	Freehold
Dora Sullivan	Branch Manager	Benchmark Austin D
Doug Reedy	Branch Manager	Long Island
Douglas Klug	Branch Manager	West Michigan
Dunja Duranovic	Branch Manager	South San Francisco
Ed Smola	Senior Branch Manager	Dallas West
Ed Watson	Branch Manager	Hudson Highlands
Eric McClenahan	Branch Manager	Sacramento Tree
Eric O'Neil	Branch Manager	Nashville
Frank Esqueda	Branch Manager	West Phoenix

Gaston Nesci	Branch Manager	Orange County North
Gerrad Hill	Branch Manager	Los Angeles
Glen Killmer	Branch Manager	GK Tucson West
Glenn Fritts	Branch Manager	Portland
Greg Davis	Branch Manager	Cincinnati North
Jacob Langley	Branch Manager	San Diego Tree
Jake Rhines	Tree Care Manager	Sarasota Tree
James Newton	Senior Branch Manager	Alexandria
Jason Kingan	Branch Manager	Harrisburg
Jason Synowski	Branch Manager	Stuart
Jeff Pilz	Branch Manager	Chicago South
Jeffrey Prange	Branch Manager	Minneapolis
Jeffrey Wood	Senior Branch Manager	Hillside
Jeroen Wright	Branch Manager	Pleasanton
Jim Jordan	Senior Branch Manager	Longboat Key
Joe Ferro	Branch Manager	Pembroke & Sunrise
Joe Johnson	Branch Manager	Virginia Beach
John Cornelius	Branch Manager	Sun City
Jon Berg	Branch Manager	East Phoenix
Jon Delisle	Branch Manager	Charlotte
Jon Gregorius	Branch Manager	Windermere
Joor Bol	Branch Manager	Roseville
Jose Zepeda	Senior Branch Manager	Homestead & South Florida Tree
Joseph Armarosa	Branch Manager	St. Pete
Joseph Schlottman	Branch Manager	Santa Clarita
Josh Grussendorf	Branch Manager	Denver North
Josh Phillips	Branch Manager	Dallas South
Judy McNew	Branch Manager	Colorado Springs

Justin Cooke	Branch Manager	Columbus West
Justin Hatchett	Branch Manager	Washington DC
Justin Schink	Branch Manager	Bucks
Kaela White	Tree Care Manager	San Jose Tree
Katie Hawkins	Branch Manager	San Francisco Tree
Keith Kauffman	Branch Manager	PA Tree & Lehigh University
Kelsey Fox	Branch Manager	Palo Alto
Kurt Knotts	Branch Manager	Memphis
Kyle Kramer	Branch Manager	Chino Hills
Larri Werner	Branch Manager	Woodinville
Larry Neuhoff	Senior Branch Manager	San Diego Central
Larry Trujillo	Branch Manager	GK Albuquerque
Laura Gianono	Branch Manager	Chicago Northeast
Lazaro Ramos	Branch Manager	Ventura
Leon Vitort	Branch Manager	Riverside
Luis Caballero	Branch Manager	Denver East
Maritza Miranda	Branch Manager	Benchmark San Antonio A & D
Mark Bower	Branch Manager	Las Vegas East
Mark Flinchbaugh	Senior Branch Manager	Richmond
Mark Lanteigne	Branch Manager	East Tampa & West Florida Tree
Mark Watkins	Branch Manager	Eastern Shore
Matt Bevill	Branch Manager	Renton
Matt Braun	Branch Manager	Englewood
Matt Yutzey	Branch Manager	White Marsh
Matthew Berry	Branch Manager	San Ramon Tree
Melissa Thompson	Branch Manager	San Joaquin
Michael Black	Branch Manager	East Bay Tree
Michael Soares	Branch Manager	Sacramento

Mike Bohn	Branch Manager	Benchmark Corpus Christi
Mike Guthrie	Branch Manager	GES Sanford
Mike Morgan	Branch Manager	Fredericksburg
Mike Murphy	Branch Manager	Southlake
Mike Ney	Branch Manager	Yerba Buena & San Jose South
Nelson Craig	Branch Manager	Sun Valley
Nick Moore	Branch Manager	Dallas East/Plano
Nick Patterson (Interim)	Tree Care Manager	Inland Empire Tree
Nick Perez	Branch Manager	GK Gilbert
Paul James	Branch Manager	Cincinnati South
Paul Rudd	Branch Manager	Dallas North
Pedro Botello	Branch Manager	GK Las Vegas
Peter Pietras	Branch Manager	Milwaukee
Richard Kier	Sr. Branch Manager	Pro Scapes Northeast
Richard Seaman	Branch Manager	Central Tampa
Rob Dwyer	Branch Manager	Shamong
Rob Panarese	Branch Manager	Albany
Robert Gregory	Branch Manager	Louisville
Rodney Hicks	Branch Manager	Jacksonville
Ryan Burr	Branch Manager	Monterey Bay
Ryan Dippold	Branch Manager	Fishers
Ryan Gentry	Branch Manager	San Diego South
Ryan Lehrter	Branch Manager	Williamsburg
Ryan Maffei	Branch Manager	Savannah & Hilton Head
Ryan Powalisz	Branch Manager	Katy
Ryan Silva	Branch Manager	Walnut Creek
Ryan Smith	Branch Manager	Anne Arundel
Ryan Wilson & Darby Gilmore	Branch Manager	GTL Fort Worth

Sal Navarro	Senior Tree Care Manager	Los Angeles South Tree
Samuel Miller	Branch Manager	Cleveland East
Scott Andre	Branch Manager	Orange County Central
Scott Cervo	Branch Manager	Livermore
Scott Godfrey (interim)	Branch Manager	Conejo Valley, North LA Tree
Scott Goss	Tree Care Manager	Chicago Tree
Scott Kopitskie	Branch Manager	Central Jersey
Scott Lieb	Senior Branch Manager	Cherry Hill
Scott Stewart	Branch Manager	Benchmark Austin B
Scott Warnick	Branch Manager	Baltimore
Scott Wasilefski	Branch Manager	Prince George
Sean Stroub	Branch Manager	Indy West
Seth Trautman	Branch Manager	Columbus East
Shane Lal	Branch Manager	GK Tucson East
Shawn Lesko	Branch Manager	4 Seasons
Shawn Rommerdahl	Branch Manager	Lake Buena Vista & Central Florida Tree
Steve Brackin	Branch Manager	Santa Rosa Beach
Steve Goodhart	Branch Manager	Canton
Steve Hokenstad	Branch Manager	Puyallup
Steve Pratt	Branch Manager	Temecula
Steven Anders	Branch Manager	Menlo Park
Tad Selders	Branch Manager	Chicago Central
Tariq Ahmed	Senior Branch Manager	Exton & Exton Tree
TBD	Branch Manager	Boonton
TBD	Branch Manager	Santa Clara
TBD	Branch Manager	Longwood
TBD	Branch Manager	East Orlando
TBD	Branch Manager	Hayward

Terry Mahoney	Branch Manager	Carlsbad
Terry McLane	Branch Manager	North Tampa
Tim Liebmann	Tree Care Manager	Orange County Tree
Tim Mehigan	Branch Manager	Dulles
Tim Scott	Branch Manager	Reno Install
Tim Sokolowski	Tree Care Manager	North LA Tree
Tim Walker	Branch Manager	Raleigh
Todd Thompson	Senior Branch Manager	Chantilly
Tom Hartland	Branch Manager	Hunt Valley/Howard
Trey Dupont	Branch Manager	Reno Commercial* (<i>GM authority per Delegation of Authority form</i>)
William Schell	Branch Manager	North Port

Exhibit D - Signatory Authority Policy

Authority to execute service contracts for the Company is granted to a limited group of officers (“Authorized Signer”). Such signature authority is not a matter of preference or informal policy; rather, it is a directive set by the Company’s Board of Directors. The Signature Authority outlined below applies to each Landscape Services entity and is in addition to the review and approval requirements set forth in BrightView’s Contract Policy & Procedure Guidelines.

MAINTENANCE SIGNATURE AUTHORITY

ONLY AUTHORIZED SIGNERS SHALL SIGN A CONTRACT ON BEHALF OF THE COMPANY. IF THE OFFICER’S TITLE DOES NOT APPEAR IN THE TABLE BELOW AND YOUR NAME DOES NOT APPEAR ON A CERTIFICATE OF RESOLUTION SUCH PERSON IS NOT AN AUTHORIZED SIGNER AND DO NOT HAVE AUTHORITY TO SIGN A CONTRACT ON BEHALF OF THE COMPANY. IF AN EMPLOYEE EXECUTES A CONTRACT WITHOUT BEING AN AUTHORIZED SIGNER, THE EMPLOYEE IS SUBJECT TO DISCIPLINE BY BRIGHTVIEW, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.

AUTHORIZED SIGNER*	MAINTENANCE SERVICE CONTRACTS
CFO or COO for Maintenance Services	<ul style="list-style-type: none"> All Services contracts and Service Provider agreements and related documents
Division President; SVP; Group President; Group SVP; Group VP; VPF; Regional Finance Manager; Regional Finance Lead; Director, Finance	<ul style="list-style-type: none"> All BV Landscape Services contracts and Service Provider agreements with an annual value <\$1M in the division, region(s); or market for which they have responsibility
VPGM & GM†	<ul style="list-style-type: none"> Any Services contracts (excluding fixed fee snow) and Service Provider agreements with an annual value <\$50K in the market(s) for which they have responsibility Any Landscape Services contract (excluding fixed fee snow) and Service Provider agreements that are on a pre-approved BrightView template with no changes and an annual value <\$250K for the market(s) for which they have responsibility Any Landscape Services contract (excluding fixed fee snow) and Service Provider agreements that are on a pre-approved BrightView template with changes and an annual value <\$50K for the market(s) for which they have responsibility I-9 certifications for the market for which they have responsibility
Sr. BM & BM	<ul style="list-style-type: none"> Non-recurring enhancement or tree service <\$100K for the branch(es) for which they have responsibility Any internal contract issued from a BV entity to a BV branch(es) (i.e., BES to BVL, LLC; BVLD to BVLS, Inc., etc.) Lien releases and lien waivers
Elected Officers	<ul style="list-style-type: none"> Any BrightView Document
Vice President Treasurer, Insurance Manager, Claims Director	<ul style="list-style-type: none"> All Bonds and other insurance related documentation

*Does not include National Account Masters or BES contracts

†VPGM & GM signatories may sign in place of a BM signatory only for the market for which they have responsibility.

EXHIBIT C
FEE SCHEDULE



Landscape Services

Committed to Your Success at Every Stage of Your Landscape

Design

Forward-thinking, constructible design that considers future operating costs

Develop

Seamless project delivery that meets your goals and long-term expectations, on-time and on-budget

Enhance

Thoughtful improvements to enrich your landscape's appearance and sustainability

Maintain

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future



PARKS & LANDSCAPE MAINTENANCE SERVICES

RFP No. 22-10

COST PROPOSAL



BrightView Landscape Services, Inc.

prepared by Nancy Arredondo - *Estimating* — 1960 S Yale St, Santa Ana, CA 92704

T: (714) 931.0864 E: Nancy.Arredondo@brightview.com

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ATTACHMENT B - COST PROPOSAL	
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Thank you for the opportunity to submit our proposal once more to the City of Costa Mesa. The amount proposed for RFP No. 22-10 is TWO MILLION, THREE HUNDRED SIXTY-FOUR THOUSAND, SIXTY AND SIXTY CENTS (\$2,364,060.60) ANNUAL.

Respectfully,

BrightView Landscape Services, Inc.
Greater Orange County

RFP22-10/C03921

COST PROPOSAL

PRICING SUMMARY FORM

Proposer is to complete detailed pricing sheets and write in total amounts in the Comprehensive Pricing Proposal form (below) and all Detailed Pricing Sheets shall be submitted in a separate sealed envelope.

The undersigned certifies that it has read all documents related to this RFP and understands all terms and conditions related therein; and in conformity with the terms and conditions hereby proposes to the City of Costa Mesa the following:

AS DESCRIBED IN THIS CONTRACT:

EXAMINATION OF SPECIFICATION AND SITE. Proposers are expected to carefully examine the site of the proposed work, the Proposal, specifications, and the bid forms. They shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

MEASUREMENTS. The City of Costa Mesa has provided approximate measurements of the areas to be maintained under this contract, but is not liable for the accuracy of those quantities. It is the responsibility of the Proposer to make all measurements to determine his/her bid price. The City of Costa Mesa will not be responsible for determining the areas, or quantities of materials necessary to complete the work specified.

COMPREHENSIVE PRICING PROPOSAL

****Total cost includes the cost for all labor, materials, tools, permits, special equipment, licenses, hauling and disposal fees, profit, overhead and all other necessary resources to complete the contract requirements as specified.**

Price Sheet	Service Areas		Monthly Total	Annual Total
#1	Parkways & Medians		\$ 65,011.99	\$ 780,143.88
#2	Fire Stations		\$ 1,970.05	\$ 23,640.60
#3	Miscellaneous Areas		\$ 15,760.40	\$ 189,124.80
#4	Parks & Facilities		\$ 92,592.07	\$ 1,111,104.84
#5	Sports Fields		\$ 21,670.54	\$ 260,046.48
#6	Extra Work Pricing		\$ N/A	\$ N/A
	GRAND TOTAL		\$197,005.05	\$ 2,364,060.60

RFP22-10/C03921

Proposer's Acknowledgement of Its Understanding of the Terms and Conditions. Signature below verifies that Proposer has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda. The undersigned Proposer agrees it will contract with the City of Costa Mesa to provide all necessary labor, supervision, machinery, tools, apparatus, and other means needed to do all the work and furnish all the materials specified in this contract in the manner and time therein prescribed.

BrightView Landscape Services, Inc.

Proposer Name (Person, Firm, Corp.)

1960 S. Yale Street

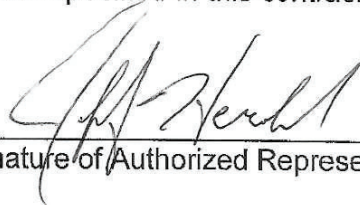
Address

Santa Ana, CA 92704

City, State, Zip Code

Mgr. 949.614.9148 | Super. 714.296.7938

Telephone Number



Signature of Authorized Representative

Jeff Herold

Name of Authorized Representative

COO / President

Title of Authorized Representative

darin.sherlock@brightview.com
luis.villarruelvelasco@brightview.com

Email Address

RFP22-10/C03921

DETAILED SERVICE AREA PRICING SHEETS

RFP22-10/C03921

DETAILED PRICING SHEET NO.1 PARKWAYS AND MEDIAN SERVICE AREAS				
Site #	Site Name – Location	Sq. Ft.	Monthly Cost	Annual Cost
M-01	16th Street/Superior	2,400 Hardscape	\$ 52.01	\$ 624.12
M-02	E 17th Street Median @ Fullerton	1,470 Turf	\$ 194.77	\$ 2,337.24
M-03	17th Street/Newport Boulevard	2,000 Two Hardscape Medians: East of Newport Blvd and one Hardscape Median West of Newport Blvd.	\$ 41.61	\$ 499.32
M-04	17th Street Medians Orange Ave. to Irvine Ave.	3,980 Hardscape 4,500 Planters	\$ 148.14	\$ 1,777.68
M-05	W 19th Street Parkway @ Whittier	2,870	\$ 379.99	\$ 4,559.88
M-06	19th Street Medians Park Ave. to Fullerton	7,850 Planters 3,342 Hardscape	\$ 186.09	\$ 2,233.08
M-07	19th Street/Newport Boulevard NW corner of 19th Street	1,200 Planter	\$ 26.00	\$ 312.00
M-08	19th Street Parkway & Median Planters Park Avenue to Placentia Avenue	13,000 Parkways 6,000 Medians 1,500 Hardscape	\$ 305.25	\$ 3,663.00
M-09	19th Street Medians and Corners - East Fullerton to Irvine Ave.		\$ 21.60	\$ 259.20
M-10	Adams Avenue Medians & Parkway Albatross to Santa Ana River	0.05 Acres Turf 1,446 Planters 483 Hardscape	\$ 319.80	\$ 3,837.60
M-11	Adams Avenue Medians Mesa Verde Drive East to Fairview	0.52 Acres Turf 5,426 Planters 12,848 Hardscape	\$ 3,353.33	\$ 40,239.96
M-12	Adams Avenue Median Peterson Place to Harbor Blvd.	3,000 Planters 1,500 Hardscape	\$ 74.55	\$ 894.60
M-13	Anton Boulevard Medians Ave. of the Arts to Sunflower Ave.	0.35 Acres Turf 5,236 Hardscape	\$ 2,127.96	\$ 25,535.52
M-14	Arlington Drive @ Newport Boulevard	1,638 Hardscape	\$ 36.41	\$ 436.92
M-15	Baker Street Parkway Babb to Fairview	4,583 Planters	\$ 66.08	\$ 792.96
M-16	Baker Street Median @ 73 Freeway Overpass	4,200 Hardscape	\$ 88.42	\$ 1,061.04
M-17	Baker Street Median @ 55 Freeway Overpass	1,137 Hardscape	\$ 26.00	\$ 312.00
M-18	Bear Street Median @ Metro Pointe	0.10 Acres Turf 4,452 Hardscape	\$ 670.66	\$ 8,047.92
M-19	Bear Street Parkway North and South of Yukon Avenue	8,981 Planter 684 Frontage Planter	\$ 139.45	\$ 1,673.40
M-20	Bristol Street Medians Newport Blvd to Anton Avenue	13,480 Planter 14,942 Hardscape	\$ 511.77	\$ 6,141.24
M-21	Bristol/405 Freeway Entrance Triangle shaped hardscape located southbound Bristol [westside] at 405 Freeway entrance.	2,000 Hardscape	\$ 41.61	\$ 499.32
M-22	Bristol Street Medians @ 55 Freeway Overpass	11,672 Hardscape	\$ 249.64	\$ 2,995.68
M-23	Bristol Street Medians @ 73 Freeway Overpass	4,134 Hardscape	\$ 88.42	\$ 1,061.04

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M-24	Broadway Avenue Fullerton Avenue to Irvine Avenue – Median islands and parkways	1.45 Acres	\$ 911.07	\$ 10,932.84
M-25	California Street Median (Iowa to Alaska)	3,809 Turf	\$ 504.23	\$ 6,050.76
M-26	Canyon Drive Parkway Seabluff to Victoria Street	1,245 Planters	\$ 18.02	\$ 216.24
M-27	Coolidge Avenue Medians	8,400 Planters 1,400 Hardscape	\$ 152.35	\$ 1,828.20
M-28	Del Mar Median	2,180 Planter 1,080 Hardscape	\$ 52.27	\$ 627.24
M-29	Elden Avenue at Del Mar Avenue Planters on NW and NE corner of Del Mar	1,100 Sq. Ft.	\$ 15.88	\$ 190.56
M-30	Fair Drive Parkways Harbor Boulevard to Fairview Road	1.43 Acres Turf	\$ 8,248.81	\$ 98,985.72
M-31	Fairview Road Medians Newport Boulevard to Sunflower Avenue)	1.40 Acres Turf 1,710 Planters 23,818 Hardscape	\$ 8,610.17	\$ 103,322.04
M-32	Fairview Road Slope @ Boise Way Circle	11,319 Slope 4,439 Planter 0.42 Acres Slope west side Fairview Road	\$ 491.30	\$ 5,895.60
M-33	Golf Course Drive Parkway and Medians Mesa Verde Drive to Tanager	3,589 Planters 815 Hardscape	\$ 67.38	\$ 808.56
M-34	Harbor Boulevard Parkways and Medians Wilson to MacArthur	2,767 Hardscape 6,935 Planters 1.11 Acres Turf 1.18 Acres Hardscape	\$ 8,475.96	\$ 101,711.52
M-35	Harbor Boulevard Medians Wilson to 19 th Street	7,089 Planters and Hardscape	\$ 150.83	\$ 1,809.96
M-36	Harbor Boulevard Medians – South W. 19 th Street to Newport Boulevard	2,480 Hardscape	\$ 52.01	\$ 624.12
M-37	Hyland Avenue at South Coast Drive	2,000 Hardscape	\$ 41.61	\$ 499.32
M-38	Loren Lane/Watson Avenue Hardscape and Tree Wells north of Baker Street)	2,600	\$ 57.21	\$ 686.52
M-39	Merrimac Way Medians and Parkway Harbor to Fairview	12,762 Planter 7,017 Hardscape	\$ 334.90	\$ 4,018.80
M-40	Merrimac Way Easement Parkway Dirt and ivy parkway on the south side of the street starting east of 333 Merrimac to Fairview Rd.	7,676 Parkway	\$ 110.70	\$ 1,328.40
M-41	Mesa Verde Drive Parkways & Medians Adams to Adams	1.77 Planters Footprint remains the same 1,478 Hardscape	\$ 1,143.38	\$13,720.56
M-42	Mesa Verde Drive East Medians Harbor to Adams	1,062 Turf 930 Hardscape	\$ 161.42	\$ 1,937.04
M-43	Newport Boulevard Parkways & Medians Industrial to 19 th Street	0.51 Acres Turf 2.42 Acres Planters 10,643 Hardscape 14,000. Drainage Swales	\$ 4,987.59	\$ 59,851.08
M-44	Newport Boulevard 19 th Street to Bristol Street, north and south bound - Freeway side planters only	2.45 Acres Mixed	\$ 1,539.53	\$ 18,474.36
M-45	Placentia Avenue Medians Corporate Yard to Adams Avenue	1.2 acres of planter and hardscape	\$ 754.03	\$ 9,048.36

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M-46	Red Hill Median McCormack to Airport Loop	7,780 Turf 3,000 Hardscape	\$ 1,092.71	\$ 13,112.52
M-47	Red Hill Medians McCormack to Clinton Street	1.18 acres planter	\$ 741.44	\$ 8,897.28
M-48	Sakioka Drive Medians Sunflower to Anton	0.13 Acres Turf 1,980 Hardscape	\$ 791.58	\$ 9,498.96
M-49	Smalley Road Wakeham Park to end of block wall at Sunflower. Median at Sunflower included	20,900 Sloped Planters	\$ 301.50	\$ 3,618.00
M-50	South Coast Drive Medians Harbor Boulevard to Bear Street)	0.66 Acres Turf 1,590 Hardscape	\$ 3,843.62	\$ 46,123.44
M-51	Sunflower Parkways Parkways on south side of street from Smalley Road to Mesa Consolidated Water Well	5,924 Planters	\$ 85.39	\$ 1,024.68
M-52	Sunflower Medians Harbor to Bear & Avenue of the Arts to Main	0.53 Acres Turf 17,938 Hardscape	\$ 3,442.11	\$ 41,305.32
M-53	Susan Street Medians Sunflower to 405 Freeway Entrance	0.17 Acres Turf 7,720 Hardscape	\$ 1,147.13	\$ 13,765.56
M-54	Tanager Drive Parkway	7,000 Planters	\$ 100.98	\$ 1,211.76
M-55	Victoria Street Parkways & Medians Harbor to Canyon	5.01 Acres Planters 0.38 Acres Turf 3,324 Hardscape	\$ 5,413.08	\$ 64,956.96
M-56	Yukon Avenue Parkways North side of street; Bear to west of Klondike Drive	6,015 Planters	\$ 86.82	\$ 1,041.84
M-57	Airport Loop Slope	1.54 Acres Planters	\$ 967.71	\$ 11,612.52
M-58	Pullman Street Slope	1.54 Acres Planters	\$ 967.71	\$ 11,612.52
GRAND TOTAL			\$ 65,011.99	\$ 780,143.88

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DETAILED PRICING SHEET NO. 2 MISCELLANEOUS SERVICE AREAS				
Site #	Site Name	Sq. Ft. or Svc. Areas	Monthly Price	Annual Price
MISC-1	Joann Bike Trail/Cornerstone Bike Trail Specific Work Specifications	4.63 Acres Planters	\$ 9,116.50	\$ 109,398.00
MISC-3	Adams Avenue Mesa Verde Drive East to Bridge Deck at Santa Ana River	Sidewalk/ROW Cleaning (both sides)	\$ 208.41	\$ 2,500.92
MISC-4	Fairview Road Wilson Street to 405 Freeway Overpass	Sidewalk Cleaning (both sides)	\$ 90.31	\$ 1,083.72
MISC-5	AT&T Cabinets Specific Work Specifications	55 Locations	\$ 69.47	\$ 833.64
MISC-6	Cadillac Bike Trail Limited Landscape Maintenance	0.32 Acres	\$ 152.83	\$ 1,833.96
MISC-7	Elden Avenue/Tulip Lane Limited Landscape Maintenance	0.21 Acres	\$ 145.89	\$ 1,750.68
MISC-8	Monaco Road Limited Landscape Maintenance	0.11 Acres	\$ 76.42	\$ 917.04
MISC-9	Rue De Cannes Limited Landscape Maintenance	0.21 Acres	\$ 145.89	\$ 1,750.68
MISC-10	Aviemore Terrace Limited Landscape Maintenance	10,000 Drain	\$ 159.48	\$ 1,913.76
MISC-11	Arlington Avenue Bike Trail and Bio Swale General Landscape Maint. plus daily service	.10 Acres planters and bio swale	\$ 196.90	\$ 2,362.80
MISC-12	Canyon/Sea Bluff Limited Landscape Maintenance	1,000 Parkway	\$ 15.95	\$ 191.40
MISC-13	Cinnamon/Caraway Limited Landscape Maintenance	2,000 Parkway	\$ 31.90	\$ 382.80
MISC-14	Bristol Street Between Red Hill Avenue and 73 Freeway Limited Landscape Maintenance	1.01 Acres ROW Cleaning	\$ 701.64	\$ 8,419.68
MISC-15	Mesa Drive Between Newport Boulevard and Santa Ana Avenue Limited Landscape Maintenance	35,420	\$ 564.88	\$ 6,778.56
MISC-16	Paularino Avenue Between Luddington and Manistee Limited Landscape Maintenance	900	\$ 14.35	\$ 172.20
MISC-17	Presidio Square Limited Landscape Maintenance	1.00 Acres Planters	\$ 694.69	\$ 8,336.28
MISC-18	Pullman Street Limited Landscape Maintenance	0.50 Acres Dirt Parkway	\$ 347.35	\$ 4,168.20
MISC-19	Traffic Diverters Limited Landscape Maintenance	750 Continental/Oak 750 Monrovia/20th 750 Federal/Oak	\$ 35.88	\$ 430.56
MISC-20	19 th Street and Newport Boulevard Trash Cans Daily service of twelve (12) cans on 19 th St. and one (1) on Newport Blvd.	Thirteen trash cans	\$ 11.96	\$ 143.52
MISC-21	Gateway – 55 Freeway General landscape maintenance services on a weekly basis	1.41 Acres Planter	\$ 2,776.30	\$ 33,315.60
MISC-22	Gisler Avenue – Harbor Blvd to Santa Ana River Trail Limited Landscape Maintenance	Unimproved parkways, tree wells and drainage culvert	\$ 33.90	\$ 406.80
MISC-23	Placentia Avenue - Swan Drive/Swan Circle to Adams Ave. Limited Landscape Maintenance	Sidewalks, tree wells and dirt parkways	\$ 33.90	\$ 406.80

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MISC-24	Sunflower Avenue – Fairview Rd. to Bear Rd. Limited Landscape Maintenance	Sidewalks and tree wells	\$ 33.90	\$ 406.80
MISC-25	Whittier Avenue – 19 th Street to Parkhill Drive Limited Landscape Maintenance	Sidewalks and tree wells	\$ 33.90	\$ 406.80
MISC-26	Wilson Street – Republic to Governor (North side only) Limited Landscape Maintenance	Sidewalks and tree wells	\$ 33.90	\$ 406.80
MISC-27	Hamilton Street – Cul de sac at the west end of the street. Limited Landscape Maintenance		\$ 33.90	\$ 406.80
GRAND TOTAL			\$ 15,760.40	\$ 189,124.80

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**DETAILED PRICING SHEET #3
PARKS AND FACILITIES SERVICE AREAS**

Site #	Site Name-Location	Sq. Ft.	Monthly Price	Annual Price
P-1	Brentwood Park 265 Monte Vista Avenue	1.96 Acres Turf 1,460 Sq. Ft. Planters	\$ 1,344.44	\$ 16,133.28
P-2	Canyon Park 970 Arbor Street	4.51 Acres Turf	\$ 3,037.96	\$ 36,455.52
P-3	Civic Center/City Hall 77 Fair Drive	3.13 Acres Turf	\$ 2,109.25	\$ 25,311.00
P-5	Community Garden 523 Hamilton Street	3,100 Sq. Ft. Turf 1,900 Sq. Ft. Planters	\$ 76.11	\$ 913.32
P-6	Corporation Yard 2310 Placentia Avenue	0.24 Acres Turf 0.34 Acres Planters	\$ 386.39	\$ 4,636.68
P-7	Costa Mesa Bridge Shelter 3175 Airway Avenue	11,350 Sq. Ft. Planters 6,030 Sq. Ft. Turf	\$ 264.44	\$ 3,173.28
P-8	Costa Mesa Senior Center 695 W. 19th Street	0.35 Acres Turf 0.45 Acres Planters	\$ 529.44	\$ 6,353.28
P-9	Del Mesa Park 3120 Manistee Drive	2.00 Acres Turf 1,000 Linear Feet of Drainage Swale	\$ 1,388.89	\$ 16,666.68
P-10	Estancia Park 1900 Adams Avenue	5.95 Acres Turf, including Slope 1.05 Acres Planter Slopes, including Parking Lot Planters and Slope	\$ 4,690.45	\$ 56,285.40
P-11	Fairview Park 2501 Placentia Avenue	11.34 Acres Turf 20,612 Sq. Ft. Planters, including Irrigation Enclosure	\$ 7,942.02	\$ 95,304.24
P-12	Gisler Park 1250 Gisler Avenue	3.37 Acres Turf 1.03 Acres Planters 24,000 Sq. Ft. Slope	\$ 3,296.66	\$ 39,559.92
P-13	Harper Park 425 E. 18th Street	0.26 Acres Turf 100 Sq. Ft. Planter	\$ 174.26	\$ 2,091.12
P-14	Heller Park 257 E. 16th Street	1.94 Acres Turf 0.49 Acres Planters	\$ 1,625.37	\$ 19,504.44
P-15	Jordan Park 2141 Tustin Avenue	1.46 Acres Turf 0.21 Acres Planters	\$ 1,120.46	\$ 13,445.52
P-16	Ketchum-Libolt Park 2150 Maple Street	2,800 Sq. Ft. Turf 2,900 Sq. Ft. Planters	\$ 39.35	\$ 472.20
P-17	Lindbergh Park 220 23rd Street	5.15 Acres Turf 500 Sq. Ft. Ivy Trimming on wall and backflow enclosure	\$ 3,514.06	\$ 42,168.72
P-18	Lions Park 570 W. 18th Street Location includes Downtown Recreation Center, Donald Dungan Library, Historical Society	5.50 Acres Turf 1.43 Acres Planters	\$ 4,630.17	\$ 55,562.04

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	and Norma Hertzog Community Center.			
P-19	Marina View Park 1035 W. 19th Street	1.42 Acres Turf 1.53 Acres Slope	\$ 1,948.97	\$ 23,387.64
P-20	Mesa Verde Park 1795 Samar Drive	1.97 Acres Turf	\$ 1,322.22	\$ 15,866.64
P-21	Mesa Verde Library 2969 Mesa Verde Drive East	0.22 Acres Turf 1.21 Acres Planters	\$ 937.32	\$ 11,247.84
P-22	Moon Park 3377 California Street	1.06 Acres Turf 2,439 Sq. Ft. Planters	\$ 752.87	\$ 9,034.44
P-23	Neff Park/Civic Center Park 111 Fair Drive	3.10 Acres Turf	\$ 2,085.64	\$ 25,027.68
P-24	Paularino Park 1040 Paularino Avenue	1.95 Acres Turf 0.56 Acres Planters	\$ 1,678.79	\$ 20,145.48
P-25	Perez Park 308 University Drive	1,800 Sq. Ft. Planter and Swale	\$ 26.67	\$ 320.04
P-26	Pinkley Park 360 Ogle Street	2.43 Acres Turf	\$ 1,637.03	\$ 19,644.36
P-27	Raleigh Park 2150 Maple Street	1,010 Sq. Ft. Turf 1,080 Sq. Ft. Planters	\$ 32.41	\$ 388.92
P-28	Shalimar Park 782 Shalimar Drive	1,025 Sq. Ft. Hardscape/Decomposed Granite	\$ 44.17	\$ 530.04
P-29	Shiffer Park 3143 Bear Street	4.77 Acres Turf 0.45 Acres Planters	\$ 3,504.43	\$ 42,053.16
P-30	Smallwood Park 1646 Corsica Place	2.50 Acres Turf 500 Sq. Ft. Planters	\$ 1,692.03	\$ 20,304.36
P-31	Surburbia II Park 3302 Alabama Circle	0.69 Acres Turf 1.45 Acres Planters	\$ 1,408.79	\$ 16,905.48
P-32	Tanager Park 1780 Hummingbird Drive	7.51 Acres Turf 1.45 Acres Planters	\$ 5,997.20	\$ 71,966.40
P-33	Tewinkle Park 970 Arlington Drive	22.39 Acres Turf 1.43 Acres Planters 0.55 Acres Slope	\$ 16,360.61	\$ 196,327.32
P-34	Vista Park 1200 Victoria Street	6.46 Acres Turf 6,000 Sq. Ft. Planters 0.87 Acres Slope	\$ 5,001.10	\$ 60,013.20
P-35	Wakeham Park 3400 Smalley Road	8.24 Acres Turf 0.69 Acres Planters	\$ 5,998.60	\$ 71,983.20
P-36	Westside Sub-Station at Parking Lot 567 W. 18th Street	2,170 Sq. Ft. Turf 1,056 Sq. Ft. Planters	\$ 47.04	\$ 564.48
P-37	Wilson Park 360 W. Wilson Street	1.97 Acres Turf 1.43 Acres of Drainage Swale	\$ 4,012.49	\$ 48,149.88
P-38	Wimbledon Park 3440 Wimbledon Way	2.75 Acres Turf 5,632 Sq. Ft. Planters	\$ 1,933.97	\$ 23,207.64
GRAND TOTAL			\$ 92,592.07	\$ 1,111,104.84

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DETAILED PRICING SHEET #4 SPORTS FIELDS				
Site #	Site Name-Location	Sq. Ft.	Monthly Price	Annual Price
SP-1	Balearic Center Fields 1975 Balearic Drive	8.00 Acres Turf 200 Sq. Ft. Backflow Enclosure	\$ 4,139.64	\$ 49,675.68
SP-2	Luke Davis Field at Lions Park 570 W. 18th Street	3.00 Acres Turf	\$ 1,546.58	\$ 18,558.96
SP-3	Fairview Developmental Center Fields 2501 Harbor Boulevard	5.50 Acres Turf	\$ 2,833.81	\$ 34,005.72
SP-4	Jack Hammett Sports Complex 2750 Fairview Road	14.70 Acres Turf 1.04 Acres Planters	\$ 9,411.17	\$ 112,934.04
SP-5	Tewinkle Athletic Complex 970 Arlington Drive	5.80 Acres Turf 8,208 Sq. Ft. Planters 5,000 Linear Feet of DG Edging	\$ 3,739.34	\$ 44,872.08
GRAND TOTAL			\$ 21,670.54	\$ 260,046.48

DETAILED PRICING SHEET NO. 5 FIRE STATION SERVICE AREAS				
Site #	Site Name-Location	Sq. Ft.	Monthly Cost	Annual Cost
FS-1	Royal Palm Drive Fire Station 2803 Royal Palm Drive	6,069 Planters	\$ 105.20	\$ 1,262.40
FS-2	Baker Street 800 Baker Street	1,982 Turf 517 Planters	\$ 106.91	\$ 1,282.92
FS-3	Park Avenue 1865 Park Avenue	8,805 Turf 3,016 Planters	\$ 487.80	\$ 5,853.60
FS-4	Placentia Avenue 2300 Placentia Avenue	13,468 Turf 414 Planters	\$ 673.31	\$ 8,079.72
FS-5	Vanguard Way 2450 Vanguard Way	3,804 Turf 532 Planters	\$ 197.44	\$ 2,369.28
FS-6	Sakioka Drive 3350 Sakioka Drive	5,796 Turf 6,502 Planters	\$ 399.39	\$ 4,792.68
GRAND TOTAL			\$ 1,970.05	\$ 23,640.60

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DETAILED PRICING SHEET EXTRA WORK		
GENERAL LANDSCAPE MAINTENANCE	Sq. Ft. Per Month	Acre Per Month
Turf	\$.30	\$ 950.00
Landscape	\$.30	\$ 1,000.00
EXTRA WORK LABOR HOURLY RATES	Regular Time	Overtime
Foreman	\$ 40.00	\$ 60.00
Laborer	\$ 35.00	\$ 52.50
Specialty Personnel:		
Irrigation Tech	\$ 55.00	\$ 82.50
Irrigation Laborer	\$ 35.00	\$ 52.50
Pesticide Applicator	\$ 60.00	\$ 90.00
Certified Playground Inspector	\$ 65.00	\$ 97.50
TURF MAINTENANCE INDIVIDUAL TASKS (PER SPECS)		
Mowing	\$.20	Per Sq. Ft.
Mowing	\$ 750.00	Per Acre
Edge	\$ 3.00	Per 1,000 Linear Feet
Fertilization:		
Placement Only	\$ 50.00	Per Acre
Labor Only	\$ 15.00	Per Acre
Both	\$ 65.00	Per Acre
Hollow Core Aerification (with removal of cores)	\$ 700.00	Per Acre
Solid Core Aerification	\$ 750.00	Per Acre
Topdressing (80% sand/20% amendments)	\$ 1,200.00	Per Acre
De-Thatching (including removal)	\$ 900.00	Per Acre
Weed Control - Chemical (excluding material)	\$ 9.00	Per 1,000 Sq. Ft.
Pest Control - Chemical (excluding material)	\$ 7.00	Per 1,000 Sq. Ft.
LANDSCAPE MAINTENANCE INDIVIDUAL TASKS (PER SPECS)		
Edge & Trim	\$ 8.00	Per 1,000 Sq. Ft.
Weed Removal & Clean Up	\$ 15.00	Per 1,000 Sq. Ft.
Fertilization:		
Placement Only	\$ 30.00	Per Acre
Labor Only	\$ 7.50	Per Acre
Both	\$ 37.00	Per Acre
Pest Control - Chemical (including material)	\$ 60.00	Hour
Pruning/Shearing Shrubs	\$ 25.00	Per 1,000 Sq. Ft.
Vertical Mulch Trees	\$ 15.00	Each
Vegetation Removal:		
Blank	\$.10	Per Sq. Ft.
Blank	\$ 500.00	Per Acre

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Clean Hardscape/Sidewalks	\$.10	Per Sq. Ft.
SPORTS TURF MAINTENANCE (PER SPECS)		
Mowing - hybrid bermuda grass	\$.30	Per Sq. Ft.
Mowing - hybrid bermuda grass	\$ 850.00	Per Acre
Mowing - other	\$.20	Per Sq. Ft.
Mowing - other	\$ 700.00	Per Acre
Edge & Trim	\$ 1.25	Per Linear Feet
Fertilization:		
Placement Only	\$ 85.00	Per Acre
Labor Only	\$ 22.00	Per Acre
Both	\$ 110.00	Per Acre
Pest Control - Chemical (including material)	\$.70	Per Sq. Ft.
Hollow Core Aerification (with removal of cores)	\$ 700.00	Per Acre
Solid Core Aerification	\$ 850.00	Per Acre
Topdressing (80% sand/20% amendments)	\$ 1,200.00	Per Acre
De-Thatching (including removal)	\$ 1,100.00	Per Acre
Weed Control (with chemical and boom)	\$ 575.00	Per Acre
PLANT MATERIAL (INSTALLED)		
Annual Color (4" container)	\$ 30.00	Each
Ground Cover	\$ 28.00	Flat
One (1) Gallon	\$ 9.50	Each
Two (2) Gallon	\$ 14.00	Each
Five (5) Gallon	\$ 25.50	Each
Fifteen (15) Gallon	\$ 85.00	Each
24" Box Size Tree w/Triple Stakes	\$ 325.00	Each
36" Box Size Tree w/Triple Stakes	\$ 600.00	Each
48" Box Size Tree w/Triple Stakes	\$ 1,100.00	Each
Seeded and Topdressed Turf Repair	\$.80	Per Sq. Ft.
Seeded and Topdressed Turf Repair	\$ 1,500.00	Per Acre
Sodded Turf (remove, soil prep and replace)	\$ 1.75	Per Sq. Ft.
Sodded Turf (remove, soil prep and replace)	\$ 12,000.00	Per Acre
Hydroseed (including binder, fertilizer; seed excluded)	\$.80	Per Sq. Ft.
Hydroseed (including binder, fertilizer; seed excluded)	\$ 7,500.00	Per Acre

EXHIBIT D
CITY COUNCIL POLICY 100-5

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

BACKGROUND

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

PURPOSE

It is the purpose of this Policy to:

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

POLICY

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

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

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

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

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

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