



## City of Costa Mesa

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

#### Agenda

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**Tuesday, May 3, 2022**

**6:00 PM**

**City Council Chambers  
77 Fair Drive**

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**\*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: Attendees are encouraged to wear masks at their discretion. If you are feeling ill, you may still participate in the meeting via Zoom.
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](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](mailto: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](mailto: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.



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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](mailto: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](mailto: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](mailto:cityclerk@costamesaca.gov).

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION ITEMS:

1. CONFERENCE WITH 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
2. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: RDX CATALYST – COSTA MESA LLC, a California limited liability Company v. City of Costa Mesa, Orange County Superior Court of California, Case No. 30 2021 01214880 CU WM CJC
3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION – ONE CASE  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: Costa Mesa v. Newport Mesa Unified School District, Orange County Superior Court Case No. 30-2021-01179397-CU-WM-CXC.
4. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION – ONE CASE  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: Insight Psychology and Addiction, Inc. v. City of Costa Mesa, U.S. District Court, Central District of California, Case No. 8:20 cv 00504 JVS JDE

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

**MAY 3, 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**

Led by Mariachi Juvenil Herencia Michoacana

**MOMENT OF SOLEMN EXPRESSION**

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

Pastor Christine Wallington, Seventh Day Adventist Church

**ROLL CALL**

**CITY ATTORNEY CLOSED SESSION REPORT**

**PRESENTATIONS**

1. [Proclamation: Asian American Pacific Islander Heritage Month](#) [22-673](#)  
**Attachments:** [Proclamation: Asian American Pacific Islander Heritage Month](#)

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2. [Proclamation: Lupus Awareness Month](#) [22-674](#)  
**Attachments:** [Proclamation: Lupus Awareness Month](#)
  3. [Proclamation: National Bike Month](#) [22-675](#)  
**Attachments:** [Proclamation: National Bike Month](#)
  4. [Presentation: Orange County Housing Finance Trust Update](#) [22-677](#)

**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 Gameros
2. Council Member Harlan
3. Council Member Harper
4. Council Member Reynolds
5. Council Member Chavez
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.

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1. [PROCEDURAL WAIVER: APPROVE THE READING BY TITLE ONLY 22-599  
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](#) [22-671](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk: Linda Fredrick Oneill; Debra Von Trapp.

3. [ADOPTION OF WARRANT RESOLUTION](#) [22-670](#)

RECOMMENDATION:

City Council approve Warrant Resolution No. 2679

**Attachments:** [Summary Check Register week of 4.11.22](#)  
[Summary Check Register week of 4.18.22](#)

4. [MINUTES](#) [22-672](#)

RECOMMENDATION:

City Council approve the Minutes of the Regular meeting of April 5, 2022.

**Attachments:** [04-05-2022 Draft Minutes](#)

5. [WILSON STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 22-663 22-01](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Adopt plans, specifications, and working details for the Wilson Street Improvement Project, City Project No. 22-01.
2. Award a Public Works Agreement (PWA) for construction to All American Asphalt, 400 East Sixth Street, Corona, California 92879 in the amount of \$1,795,390.50 (Base Bid including Additive Bids).
3. Authorize the City Manager and City Clerk to execute the PWA for All American Asphalt and future amendments to the agreements within Council authorized limits.
4. Authorize a ten percent (10%) contingency in the amount of \$179,539 for construction and unforeseen costs related to this project.
5. Approve a budget transfer, reallocating available Community Development Block Grant (CDBG) budget in the amount of \$600,000 to the Wilson Street Improvement Project.
6. Authorize appropriation of Gas Tax Fund balance in the amount of \$435,000 to the Wilson Street Improvement Project.

**Attachments:** [1. Public Works Agreement](#)  
[2. Location Map](#)  
[3. Bid Abstract](#)

6. [AWARD OF CITYWIDE TRAFFIC SIGNAL MAINTENANCE 22-665 CONTRACT](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve the proposed Maintenance Services Agreement (MSA) with Yunex LLC for the maintenance of the City's traffic signals in an amount not to exceed \$400,000 annually, for an initial term of three (3) years with two (2) one-year renewal options for a total of five years.
2. Approve a 10% contingency annually for unforeseen costs relating to the City's traffic signals.
3. Authorize the City Manager and the City Clerk to execute the agreement and future amendments to the agreement.

Attachments: [1. Maintenance Services Agreement](#)

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

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

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**PUBLIC HEARINGS:**

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

1. [\*\*FISCAL YEAR 2022-2023 ANNUAL ACTION PLAN IDENTIFYING 22-667 FUNDING PRIORITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT \(CDBG\) AND HOME INVESTMENT PARTNERSHIPS GRANT \(HOME\) PROGRAMS\*\*](#)

**RECOMMENDATION:**

Staff recommends the City Council:

1. Hold a Public Hearing regarding the 2022-2023 Annual Action Plan.
2. Approve the recommended allocation of \$1,137,737 for the Fiscal Year 2022-2023 Community Development Block Grant.
3. Approve the recommended allocation of \$501,749 for the Fiscal Year 2022-2023 HOME Investment Partnerships Grant.
4. Adopt Resolution No. 2022-XX in order to:
  - a. Approve the 2022-2023 Annual Action Plan.
  - b. Authorize the City Manager, or the City Manager's designee, to submit the 2022-2023 Annual Action Plan to the U.S. Department of Housing and Urban Development.
  - c. Designate the City Manager, or the City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all subrecipient agreements for the use of funds approved in the 2022-2023 Annual Action Plan.
5. Authorize the City Manager or designee to approve staff procedures and guideline for the implementation of CDGB- and HOME-funded programs.

**Attachments:** [1. Resolution](#)  
[2. Public Service Grant Recommendations](#)  
[3. 2022-2023 Draft AAP](#)  
[4. AAP 1 & 5-Year Accomplishment Table](#)  
[5. AAP Public Hearing & Comment Period Public Notice](#)  
[6. AAP Map of CDBG Eligible Areas](#)  
[7. AAP Analysis of Impediments Details](#)  
[8. AAP Increase Median Area Purchase Price Limit](#)



2. [SUBSTANTIAL AMENDMENT TO THE FISCAL YEAR 2021-2022 22-668  
ANNUAL ACTION PLAN IDENTIFYING FUNDING PRIORITIES FOR  
THE HOME-AMERICAN RESCUE PLAN \(ARP\) ALLOCATION PLAN](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Hold a Public Hearing regarding the FY 2021-2022 Substantial Amendment to the Annual Action Plan.
2. Approve the recommended allocation of \$1,816,742 for the HOME-ARP Allocation Plan, a Substantial Amendment to the FY 2021-2022 Annual Action Plan.
3. Adopt Resolution No. 2022-XX in order to:
  - a. Approve the HOME-ARP Allocation Plan, a Substantial Amendment to the 2021-2022 Annual Action Plan.
  - b. Authorize the City Manager, or the City Manager's designee, to submit the 2021-2022 Annual Action Plan Substantial Amendment to the U.S. Department of Housing and Urban Development.
  - c. Designate the City Manager, or the City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all agreements for the use of funds approved in the 2021-2022 Annual Action Plan Substantial Amendment.
4. Authorize revenue and expense appropriations, respectively, each in the amount of \$1,816,742, for the HOME-ARP Allocation Plan.

**Attachments:** [1. Resolution](#)  
[2. HOME ARP Allocation Plan FY21-22 Draft](#)  
[3. Public Notice](#)  
[4. HOME-ARP Survey Results 04272022](#)

**OLD BUSINESS:**

NONE.

**NEW BUSINESS:**

1. **[RESIDENTIAL PERMIT PARKING PROGRAM](#)** **[22-639](#)**

RECOMMENDATION:

Staff recommends the City Council:

1. Approve revised Residential Permit Parking program guidelines and policies.
2. Approve an annual residential parking permit fee with an escalating rate structure and discount for qualifying low-income residents.
3. Authorize staff and the City Attorney to initiate amendments to the Costa Mesa Municipal Code (CMMC) incorporating proposed changes to the Residential Permit Parking program and return to City Council for approval through the Public Hearing process.

**Attachments:** [1. Draft RPP Program Guidelines and Policies](#)  
[2. 2016 City Council Guidelines](#)  
[3. Data Summary Report and Survey Summary](#)  
[4. RPP Zoning Map - Source of Impact Report](#)  
[5. Costa Mesa Residential Parking Action Plan](#)

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

**ADJOURNMENT**



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-673

**Meeting Date:** 5/3/2022

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**TITLE:**

Proclamation: Asian American Pacific Islander Heritage Month

**DEPARTMENT:** City Manager's Department



CITY OF COSTA MESA, CALIFORNIA

# Proclamation

**WHEREAS,** Asian American Pacific Islanders Heritage Month elevates the rich and vibrant heritage and contributions of Asian Americans and Pacific Islanders have made to American history, society and culture; and

**WHEREAS,** since 1978, May is a dedicated time to celebrate Asian American and Pacific Islander heritage and in 1992, Congress officially designated the month of May as Asian American Pacific Islander Heritage Month, celebrating the significant role Asian Americans and Pacific Islanders have played in the creation of a dynamic American society with their contributions to the arts, commerce, government and sciences; and

**WHEREAS,** Orange County is home to the third-largest Asian American population nationwide, there are nearly 600,000 Asian Americans and over 19,000 Native Hawaiians and Pacific Islanders county wide and in Costa Mesa nearly 10% of Costa Mesans identify as Asian, Native Hawaiian and Pacific Islander; and

**WHEREAS,** Asian Americans and Pacific Islanders in Orange County are starting businesses and creating jobs, there are over 63,000 Asian American owned businesses county wide and over 96,000 workers in Orange County who are employed by Asian American owned business, generating over \$20 billion in revenue; and

**WHEREAS,** this year's 2022 Asian American and Pacific Islander Month theme is: Advancing Leaders Through Collaboration, to encourage local and national governments to prioritize collaboration, development, diversity, transparency, and inclusion through leadership training of AAPI people; and

**WHEREAS,** the City of Costa Mesa is proud to be home to the largest Marshallese community in California and long-time Costa Mesa resident Kelani Silk, Founder and Executive Director of Marshallese Youth of Orange County, whose mission is to "advocate for the health, education, and cultural edification" of Marshallese; and

**WHEREAS,** the Costa Mesa community hosts annuals events to celebrate the Asian American and Pacific Islanders heritage, such as the Tet Festival held at the OC Fair & Event Center hosted by the Union of Vietnamese Students which attracts more than 60,00 guests; and Chinese New Year and Lunar New Year events held at South Coast Plaza center's Jewel Court and Carousel Court; and

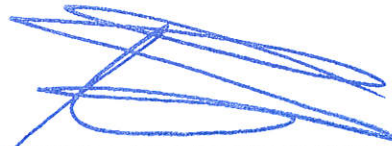


# **P** CITY OF COSTA MESA, CALIFORNIA **Proclamation**

**WHEREAS**, the City of Costa Mesa is committed to recognizing the achievements of the Asian American and Pacific Islander business entrepreneurs and community leaders in our City, such as creators and owners of Toast Kitchen + Bakery, John Park and Ed Lee, who in addition to operating their business, provide philanthropic work to the community; and diverse performances at the Segestrom Center for the Arts celebrating the culture with performances by Shen Yun and the Shangai Acrobats, we acknowledge and celebrate their contributions to our City's economic and social institutions.

**NOW, THEREFORE, I**, John Stephens, Mayor of the City of Costa Mesa, do hereby proclaim May 2022 as Asian American Pacific Islander Heritage Month in the City of Costa Mesa, and I urge all residents in our City to join me in this special observance.

**DATED** this 3rd day of May, 2022.



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



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-674

**Meeting Date:** 5/3/2022

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**TITLE:**

Proclamation: Lupus Awareness Month

**DEPARTMENT:** City Manager's Department





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

**WHEREAS**, Systematic Lupus Erythematosus, commonly called lupus, is a chronic, complex, often life-threatening autoimmune disease; and

**WHEREAS**, Lupus Awareness Month is observed the month of May, was first celebrated in 1977, as Lupus Awareness Week in September, and was honored by President Jimmy Carter, who signed Public Law 95-72 which established a week-long observance in honor of raising awareness for lupus; and

**WHEREAS**, lupus is a global health problem that affects millions of young women, men, and children of all nationalities, races, ethnicities, genders, and ages worldwide; and

**WHEREAS**, there are an estimated 1.5 million Americans living with this cruel disease; and

**WHEREAS**, lupus causes the body's defense system to attack healthy cells and tissues, instead of viruses and bacteria. This can damage many parts of the body such as the joints, skin, kidneys, heart, lungs, blood vessels and brain; and

**WHEREAS**, the color purple has become associated with lupus awareness. Purple is a combination of the passion of the color red and the calmness of the color blue. Purple is thought to pacify the mind and nerves, uplift the spirit, and provide the courage to fight; and

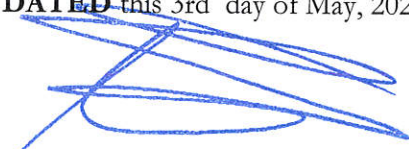
**WHEREAS**, there remains low public awareness and understanding of lupus symptoms and health effects relative to its significant impact on the lives of people with lupus; and

**WHEREAS**, this year for World Lupus Day on May 10, 2022 the global lupus community will come together for a day of action for the world to learn more about this debilitating disease and join the fight against lupus; and

**WHEREAS**, the Lupus Foundation of America works to improve the quality of life for all people affected by lupus through programs of research, education, support and advocacy.

**NOW, THEREFORE, I**, John Stephens, Mayor of the City of Costa Mesa, do hereby proclaim May 2022, to be Lupus Awareness Month and I encourage our residents to observe this month by learning about the symptoms and impact of lupus.

**DATED** this 3rd day of May, 2022.



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



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-675

**Meeting Date:** 5/3/2022

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**TITLE:**

Proclamation: National Bike Month

**DEPARTMENT:** City Manager's Department





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

**WHEREAS**, the month of May is National Bike Month; for more than a century, the bicycle has been a practical, economical, environmentally sound, and effective means of personal transportation, recreation, and fitness; and

**WHEREAS**, established in 1956, National Bike Month is a chance to showcase the many benefits of bicycling and encourage more people to give biking a try; and

**WHEREAS**, creating bicycle-friendly communities has been shown to improve citizens' health, well-being, quality of life, and boost community spirit, improve air quality, reduce traffic congestion and noise, and wear and tear on our streets and roads; and

**WHEREAS**, the education of bicyclists and motorists as to the proper and safe operation of bicycles and motor vehicles is important to ensure the safety and comfort of all road users; and

**WHEREAS**, the City of Costa Mesa has worked diligently to promote bicycle usage with community outreach educational programs, implementation of bicycle facilities, expansion of bicycle parking, and opportunities to engage residents in the activity of bicycling; and

**WHEREAS**, the City has committed to accomplishing key active transportation goals by installing nearly nine miles of bicycle facilities over the past year, which includes 47,000 linear feet of upgrades and 165 K71 posts to enhance roadway safety for all users; and

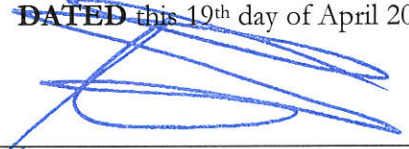
**WHEREAS**, Bike to Work Week will take place May 16-22 and Bike to Work Day is on Friday, May 20, 2022.

**WHEREAS**, Bike to School Day will take place on May 4 and May 11, 2022.

**WHEREAS**, whether a person is riding a bike for fun, fitness, with family, or taking an essential trip to work or shop, they are part of the movement for safer streets, connected communities, a healthier planet, happier people.

**NOW, THEREFORE, I**, John Stephens, Mayor of the City of Costa Mesa, do hereby proclaim the month of May 2022 as **National Bike Month** in the City of Costa Mesa and urge all to recognize the importance of encouraging and supporting the use of bicycles in Costa Mesa.

~~DATED~~ this 19<sup>th</sup> day of April 2022.



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



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-677

**Meeting Date:** 5/3/2022

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**TITLE:**

Presentation: Orange County Housing Finance Trust Update

**DEPARTMENT:** City Manager's Department



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-599

**Meeting Date:** 5/3/2022

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**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

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**File #:** 22-671

**Meeting Date:** 5/3/2022

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**TITLE:**

READING FOLDER

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

**RECOMMENDATION:**

City Council receive and file Claims received by the City Clerk: Linda Fredrick Oneill; Debra Von Trapp.



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-670

**Meeting Date:** 5/3/2022

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**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. 2679

**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. 22-08 On Cycle for \$ 2,812,692.39 and City operating expenses for \$1,544,539.74

Report ID: CCM2001O

City of Costa Mesa Accounts Payable  
CCM OVERFLOW CHECK LISTING

Page No. 1

Run Date Apr 14, 2022

Run Time 3:20:51 PM

Bank: CITY  
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0237052	04/15/22	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
<u>TOTAL</u>					<u>0.00</u>

656,243.22 +  
1,107.43 +  
20,984.14 +  
678,334.79 \*

End of Report

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237044	04/15/22	P	American Asphalt South Inc	0000023240	30,025.38
			Line Description: Retention Proj#21-02		
0237045	04/15/22	P	Gillis & Panichapan Architects Inc	0000027487	22,685.47
			Line Description: CMPD Shooting Range		
			CMPD Shooting Range		
			CMPD Shooting Range		
0237046	04/15/22	P	Johnson Controls Fire Protection LP	0000026089	47,619.06
			Line Description: City Hall Fire Alarm Proj		
			City Hall Fire Alarm Proj		
			City Hall Fire Alarm Proj		
			City Hall Fire Alarm Proj		
0237047	04/15/22	P	Mercy House	0000003138	162,689.63
			Line Description: Shelter Ops-Nov 2021		
0237048	04/15/22	P	Peace of Mind Financial Consulting Inc	0000029150	19,360.00
			Line Description: Finance Temp Svc-Jan&Feb 22		
			Finance Temp Svc-Mar 22		
0237049	04/15/22	P	R&B Automation Inc	0000029383	46,215.04
			Line Description: Sales Tax 7.75%		
			Refurbish existing equipment		
			Remove existing equipment		
			Sales Tax 7.75%		
			Refurbish existing equipment		
0237050	04/15/22	P	Show Development West Inc	0000023063	15,000.00
			Line Description: Holiday Lighting Services		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237051	04/15/22	P	Southern California Edison Company	0000004088	154,972.21
<i>Line Description:</i>					
Street Lights 3/1-3/31/22					
Baker/Royal Palm 3/1-3/31/22					
19th/Npt 3/1-3/31/22					
St Light NPT Fwy 3/1-3/31/22					
SD Fwy On/Off 3/1-3/31/22					
555 1/2 Paularino 2/23-3/23/22					
3460 Smalley 3/3-3/31/22					
3120 Manistree 2/23-3/23/22					
3120 Manistree 12/24-1/22/22					
867 Prosepect 2/23-3/23/22					
867 Prospect 12/24-2/22/22					
3349 Sakioka 2/25-3/27/22					
1985 Irvine 3/3-3/31/22					
Street Lights 3/1-3/31/22					
1952 Newport 2/28-3/28/22					
107 Bristol 2/17-3/20/22					
3129 Harbor 3/3-3/31/22					
348 E 17th 2/28-3/27/22					
1624 Gisler 3/3-3/31/22					
Joann Bike 3/1-3/31/22					
702 1/2 Victoria 3/2-3/30/22					
702 Victoria 3/2-3/30/22					
1860 Anaheim 3/2-3/30/22					
Tennis Cntr 3/4-4/3/22					
1845 Park 3/1-3/29/22					
Sr Cntr 3/1-3/29/22					
2704 Harbor 2/22-3/22/22					
Medians 2/4-3/7/22					
Davis Field 3/1-3/29/22					
885 Junipero 3/4-4/3/22					
2917-31 71 Redhill 2/9-3/10/22					
2948 Bristol 2/18-3/16/22					
1570 Adams 2/22-3/22/22					
2750 Fairview 3/7-4/3/22					
970 Arlington 3/4-4/3/22					
980 Arlington 3/4-4/3/22					
2301 Harbor 2/24-3/24/22					



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Volcom Skate Pk 3/4-4/3/22 Fac & Equip 3/1-3/31/22		
0237053	04/15/22	P	Time Warner Cable	0000011202	18,815.04
			Line Description: Internet-Snr Cntr-2/16-3/15/22 3175 Airway Ethernet-3/29-4/28 Internet Various Loc-3/19-4/18 City Hall Cable Svc 2/22-3/21 Internet PD Data 2/18-3/17/22		
0237054	04/15/22	P	AGA Engineers Inc	0000028838	2,540.00
			Line Description: Bear TSSP-Feb 2022		
0237055	04/15/22	P	ARC	0000022726	151.28
			Line Description: Shalimar Clean Up Day Banner		
0237056	04/15/22	P	AT & T	0000001107	68.84
			Line Description: Skate Pk Camera 2/25-3/24/22		
0237057	04/15/22	P	AT & T Mobility	0000001107	89.16
			Line Description: Comm Cell Phones 2/12-3/11/22		
0237058	04/15/22	P	B & M Lawn & Garden Center	0000001151	38.79
			Line Description: Rope		
0237059	04/15/22	P	Bee Busters Inc	0000007572	110.00
			Line Description: Bee Abatement		
0237060	04/15/22	P	CA Dept of Tax & Fee Administration	0000025959	6,623.37
			Line Description: Diesel Fuel Fee 7/1/19-6/30/20 Diesel Fuel Fee 7/1/20-6/30/21		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			Line Description: Underground Tank Fee1/1-12/31		
0237061	04/15/22	P	CAPF	0000004755	2,271.50
			Line Description: Firefighter LTD-Apr 2022		
0237062	04/15/22	P	CBE	0000015149	43.57
			Line Description: Facilities-2/20-3/19/22		
			COPIER MAINT 3/5-4/4/22		
			COPIER MAINT 3/5-4/4/22		
0237063	04/15/22	P	CDCE Inc	0000019481	1,785.00
			Line Description: Sales Tax 7.75%		
			Panasonic OEM to Volume Licens		
			Sales Tax Payable		
0237064	04/15/22	P	CDW Government Inc	0000005402	1,198.68
			Line Description: Monitor Arms		
			Sales Tax 7.75%		
			Sales Tax 7.75%		
			HP Neverstop Laser Printer		
			USB Battery back-up & Surge Pr		
0237065	04/15/22	P	Cabco Yellow Inc	0000028576	105.10
			Line Description: HOMELESS TRANSPORTATION		
0237066	04/15/22	P	Canon Financial Services Inc	0000023241	171.42
			Line Description: COPIER LEASE 4/20-5/19/22		
0237067	04/15/22	P	County of Orange	0000003486	1,129.32
			Line Description: Teletype Svc-Nov 2021		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237068	04/15/22	P	Cron & Associates Transcription Inc	0000016871	1,740.00
			Line Description: Transcribing Svc		
0237069	04/15/22	P	Daniels Tire Service	0000001922	8,806.11
			Line Description: Casting Credit		
			Warehouse Stock		
			Warehouse Stock		
0237070	04/15/22	P	Data Ticket Inc	0000010929	11,954.17
			Line Description: Parking Cite Fee-Jan 2022		
			Parking Cite Processing-Feb 22		
			Parking Cite Fee-Dec 2021		
			Animal Control Heraing-Dec7 21		
0237071	04/15/22	P	Eagle Print Dynamics	0000026736	76.56
			Line Description: Shelter T=Shirts		
0237072	04/15/22	P	Ecolab Pest Elimination	0000024420	1,255.75
			Line Description: Pest Control Services-Mar 22		
0237073	04/15/22	P	Environmental Equipment Supply Inc	0000028884	471.74
			Line Description: Pressure Washer Parts/Service		
0237074	04/15/22	P	Ferguson Enterprises Inc #1350	0000007785	257.30
			Line Description: Plumbing Van Supply		
0237075	04/15/22	P	Forensic Nurse Specialists Inc	0000014039	1,700.00
			Line Description: Victim Physucal 12/6 &12/28/21		
0237076	04/15/22	P	Galls LLC	0000002297	3,684.45

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Uniform-LaPointe Uniform-Schall Uniform-Hembree Uniform-Soto Uniform-Moore Uniform-Maloata Uniform-Truong Uniform-Davis Uniform-Wadkins Uniform-Tripp Uniform-Guenther Uniform-Jimenez		
0237077	04/15/22	P	Grainger	0000002393	2,265.69
			<i>Line Description:</i> PD-Air Vent Float Hose Reel Retrunk Trailer Tongue Box Immersion Sensor-PD Air Vent Float-PD Warehouse Stock		
0237078	04/15/22	P	Hanks Electrical Supplies	0000002445	224.50
			<i>Line Description:</i> Light		
0237079	04/15/22	P	Image Concepts	0000026883	967.33
			<i>Line Description:</i> Park Staff Uniforms		
0237080	04/15/22	P	International Coatings Company Inc	0000025519	1,040.33
			<i>Line Description:</i> Bike Lane Green Roadway Paint		
0237081	04/15/22	P	Interstate Batteries of California Coast	0000002700	648.42
			<i>Line Description:</i> Vehicle & Equipment Batteries		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237082	04/15/22	P	Interwest Consulting Group Inc	0000021505	4,750.00
			Line Description: I-405 Fwy Widening-Feb 22		
0237083	04/15/22	P	Irv Seaver Motorcycles	0000010272	141.13
			Line Description: Stock-Oil Filter/Crush		
0237084	04/15/22	P	Kimball Midwest	0000006819	130.92
			Line Description: Fleet Supplies		
0237085	04/15/22	P	Liebert Cassidy Whitmore	0000002960	1,909.00
			Line Description: Legal Services (Employment Law		
			Legal Services (Employment Law		
			Legal Services (Employment Law		
0237086	04/15/22	P	Linscott Law & Greenspan Engineers Inc	0000010877	1,287.00
			Line Description: Traffic Engineering Svc-Feb 22		
0237087	04/15/22	P	Long Beach BMW	0000015745	395.42
			Line Description: 632-Switches		
0237088	04/15/22	P	Los Angeles Times	0000003000	1,068.84
			Line Description: CC Legal Ads-March 2022		
0237089	04/15/22	P	M&J Star Construction, Inc	0000029635	4,500.00
			Line Description: Refund Permit #PS22-00367		
0237090	04/15/22	P	MMASC	0000010997	75.00
			Line Description: 2022 Winger Forum Reg-LK		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237091	04/15/22	P	Manhattan Life Assurance Co of America	0000025996	148.10
			<i>Line Description:</i> Cancer Ins Prem-Apr 2022		
0237092	04/15/22	P	National Testing Network Inc	0000024976	750.00
			<i>Line Description:</i> Annual Membership		
0237093	04/15/22	P	Newport Urgent Care	0000029062	125.00
			<i>Line Description:</i> COVID-19 Testing		
0237094	04/15/22	P	Niki Parker	0000002913	225.00
			<i>Line Description:</i> Instructor Pymnt-Winter 2021 Instructor Pymnt-Winter 2021		
0237095	04/15/22	P	O Neil Storage	0000018395	112.34
			<i>Line Description:</i> Offsite Records Storage		
0237096	04/15/22	P	Office Depot	0000003394	4,822.54
			<i>Line Description:</i> Supplies- Building Supplies-PD Admin Supplies-Finance Supplies-PD Ops Supplies-PD Supplies-PCS Admin Supplies-Fire Admin Supplies-PD Records Supplies-City Council Supplies-City Manager Supplies-Senior Center Supplies- Pub Svcs Admin Supplies-PD Prop/Evidence Supplies-Computer Equip PD Supplies-Neighborhood Task Supplies-Field Area Policing		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237097	04/15/22	P	Orolia USA Inc	0000026938	1,317.00
			Line Description: Premium Support Package		
0237098	04/15/22	P	Paul's Pet Food Express	0000026626	195.65
			Line Description: Food/Supplies- Bodi		
0237099	04/15/22	P	Priority Landscape Services LLC	0000026592	8,208.00
			Line Description: Tree Maint Svc-Jul 21		
			Tree Maint Svc		
			Tree Maint Svc-Aug 21		
0237100	04/15/22	P	Proactive Engineering Consultants Inc	0000028916	9,254.00
			Line Description: Jack Hammet Proj-Feb 22		
0237101	04/15/22	P	Promotional Design Concepts Inc	0000018373	826.88
			Line Description: Rental of 15'D Earth Globe for		
0237102	04/15/22	P	Prudential Overall Supply	0000025480	713.52
			Line Description: PD Towel Svc-Mar 2022		
			PD Towel Svc-Feb 2022		
0237103	04/15/22	P	RJM Design Group Inc	0000010813	1,228.75
			Line Description: Open Space Mater Plan-2/28/22		
0237104	04/15/22	P	Raymond Handling Solutions Inc	0000017422	103.00
			Line Description: Forklift Maint		
0237105	04/15/22	P	Rincon Truck Center Inc	0000013236	1,495.52

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Fuel Pump & Float Gauge		
0237106	04/15/22	P	SHI International Corp	0000016007	2,519.76
			<i>Line Description:</i> COMPUTER EQUIPMENT C2G Network Adaptors COMPUTER EQUIPMENT		
0237107	04/15/22	P	Sharpline Solutions Inc	0000025805	1,009.51
			<i>Line Description:</i> 12x3 White Lines Thermoplastic		
0237108	04/15/22	P	Shaw HR Consulting Inc	0000021706	1,300.00
			<i>Line Description:</i> Reasonable Accomodation		
0237109	04/15/22	P	South Coast Emergency Vehicle Services	0000003643	835.43
			<i>Line Description:</i> 528 - Electric Throttle		
0237110	04/15/22	P	Southern California Gas Company	0000004092	8,755.90
			<i>Line Description:</i> 2300 N Placentia #2 2/24-3/25 PD 2/24-3/25/22 FS #4 2/24-3/25/22 FS #1 2/28-3/29/22 FS #3 2/23-3/24/22 567 W 18th St 2/23-3/24/22 FS #5 2/24-3/25/22 3350 Sakloka 3/2-3/31/22 FS #2 2/28-3/26/22 3175 Airway 2/11-3/15/22 Sr Center 2/23-3/24/22 NCC 2/23-3/24/22 BCC 2/28-3/29/22 721 James St 2/23-3/24/22 Telecomm 2/24-3/25/22 Hlistorical Soc 2823-3/24/22 2310 Placentia 2/24-3/25/22		



Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> DRC Pool 2/23-3/24/22 DRC 2/23-3/24/22 721 James St 2/23-3/24/22		
0237111	04/15/22	P	Southern California Shredding Inc	0000025605	130.00
			<i>Line Description:</i> Record Destruction March 2022 ON-SITE SHREDDING SERVICES		
0237112	04/15/22	P	Sparkletts	0000015725	482.83
			<i>Line Description:</i> DS-WATER DELIVERY SERVICES FD-WATER DELIVERY SERVICES HR-WATER DELIVERY SERVICES PS-WATER DELIVERY SERVICES PCS-WATER DELIVERY SERVICES PRKS-WATER DELIVERY SERVICES CM-WATER DELIVERY SERVICES CC-WATER DELIVERY SERVICES FI-WATER DELIVERY SERVICES		
0237113	04/15/22	P	Staples Advantage	0000024532	5,875.25
			<i>Line Description:</i> Supplies-IT Supplies-Fire Supplies-ROCKS Supplies-Finance Supplies-Balearic Supplies-Dev Svcs Supplies-Dev Svc Comm Imprv Supplies-Human Resources Supplies-Police Records Supplies-PS Maintenance Supplies-Engineering Supplies-City Clerk		
0237114	04/15/22	P	UC Regents	0000022660	700.00
			<i>Line Description:</i> Victim Physical		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237115	04/15/22	P	Vincent Benjamin	0000024972	3,414.29
		<i>Line Description:</i>	Temp Staff-Puente 3/21-3/27/22		
			Temp Staff-Puente 3/14-3/20/22		
			Temp Staff-Puente 3/28-4/3/22		
0237116	04/15/22	P	Ware Disposal Inc	0000000255	2,506.34
		<i>Line Description:</i>	Bridge Shelter - April 2022		
			James St Properties-Mar 22		
0237117	04/15/22	P	Waxie Sanitary Supply	0000004480	4,868.19
		<i>Line Description:</i>	Warehouse Floor Stock		
0237118	04/15/22	P	West Coast Arborists Inc	0000004498	11,262.90
		<i>Line Description:</i>	Tree Maintenance-3/1-3/15/22		
			Tree Maintenance-2/16-2/28/22		
TOTAL					\$656,243.22

City of Costa Mesa Accounts Payable  
SUMMARY CHECK REGISTERPage No. 1  
Run Date Apr 14, 2022  
Run Time 3:17:37 PMBank: CITY  
Cycle: APAY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0237119	04/15/22	P	CalPERS Long-Term Care Program	0000006287	147.43
			Line Description: Payroll Deduction Check #2208		
0237120	04/15/22	P	Community Health Charities	0000008015	10.00
			Line Description: Payroll Deduction Check #2208		
0237121	04/15/22	P	County of Orange-Sheriff's Dept	0000003451	200.00
			Line Description: Payroll Deduction Check #2208		
0237122	04/15/22	P	Pamela Lilly	0000025324	750.00
			Line Description: Payroll Deduction Check #2208		
TOTAL					\$1,107.43

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013457	04/15/22	P	Brenda Green	0000021417	1,676.74
			Line Description: CCAC Conf Flight-BG & TA		
013458	04/15/22	P	Costa Mesa Employees Association	0000006284	3,162.36
			Line Description: Payroll Deduction Check #2208		
013459	04/15/22	P	Costa Mesa Executive Club	0000006286	75.00
			Line Description: Payroll Deduction Check 2208		
013460	04/15/22	P	Costa Mesa Firefighters Association	0000001812	7,800.27
			Line Description: Payroll Deduction Check #2208		
013461	04/15/22	P	Costa Mesa Police Association	0000001819	7,200.00
			Line Description: Payroll Deduction Check #2208		
013462	04/15/22	P	Costa Mesa Police Management Assn	0000005082	225.00
			Line Description: Payroll Deduction Check #2208		
013463	04/15/22	P	Jannifer Rosales	0000029622	432.20
			Line Description: ITE Annual Mtng/Conf		
013464	04/15/22	P	Morgan Cain	0000029624	250.00
			Line Description: Paramedic License Recert		
013465	04/15/22	P	Tony Gracia	0000029589	59.82
			Line Description: Outreach Prog Mileage Reimb		
			Outreach Prog Mileage Reimb		
			Outreach Prog Mileage Reimb		
			Outreach Prog Mileage Reimb		
			Outreach Prog Mileage Reimb		

Report ID: CCM2001

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

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Run Date Apr 14, 2022

Run Time 2:34:42 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>
013466	04/15/22	P	Yesenia Gallardo	0000029623	102.75
		<i>Line Description:</i>	Trng Parking Santa Ana College Trng		
					<b><u>TOTAL      \$20,984.14</u></b>

End of Report

Bank: DDP1  
Cycle: ADIRDP

<u>Payment Ref</u>	<u>Cancel Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Date</u>	<u>Payment Amt</u>
013193	4/19/2022	V	Donna Fagot	0000013934	03/31/22	(20.34)
<i>Line Description:</i> Deposit returned due to closed bank account.						
<b>TOTAL</b>						<b>(\$20.34)</b>

128,219.56 +  
174,759.06 +  
608,067.01 +  
670.17 -  
670.17 -  
20.34 -  
43,480.00 -  
-001  
866,204.95 \*

Report ID: CCM2001V

City of Costa Mesa Accounts Payable  
CCM VOID CHECK LISTING

Page No. 1

Run Date Apr 22, 2022

Run Time 8:45:40 AM

Bank: CITY

Cycle: AWKLY

Payment Ref	Cancel Date	Status	Remit To	Remit ID	Payment Date	Payment Amt
0235856	4/19/2022	V	Frank Fantino <i>Line Description:</i> Check returned.	0000005635	01/31/22	(670.17)
0236788	4/19/2022	V	Frank Fantino <i>Line Description:</i> Check returned.	0000005635	03/31/22	(670.17)
0236864	4/19/2022	V	Jami Construction <i>Line Description:</i> Fraudulent check, payment rejected.	0000029493	04/01/22	(43,480.00)
TOTAL						(\$44,820.34)

End of Report

Bank: DDP1

Cycle: ADIRDP

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
013467	04/20/22	P	Frank Fantino	0000005635	1,340.34
		<i>Line Description:</i>	Qtrly Retiree Med Ins Payment		
			Qtrly Retiree Med Ins Payment		
			Qtrly Retiree Med Ins Payment		
			Qtrly Retiree Med Ins Payment		
013468	04/20/22	P	Jian Liu	0000013898	500.00
		<i>Line Description:</i>	Replace PR Dir Dep 22-08		
013469	04/20/22	P	Matthew Richie	0000026628	407.00
		<i>Line Description:</i>	ICI Identity Theft Investn-MR		
013470	04/20/22	P	Tony Gracia	0000029589	9.38
		<i>Line Description:</i>	Outreach Prog Mileage Reimb		
			Outreach Prog Mileage Reimb		
013471	04/20/22	P	Travel Costa Mesa	0000024750	171,709.31
		<i>Line Description:</i>	BIA Eceipt-Mar 2022		
013472	04/20/22	P	Willa Bouwens Killeen	0000014940	793.03
		<i>Line Description:</i>	Group Home Deposition Exp		
TOTAL					\$174,759.06



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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237123	04/18/22	P	Jones & Mayer	0000014653	128,219.56
<i>Line Description:</i>					
#108742-Cruz					
#108622-Dunne					
#108735-Adams					
#108746-Hauck					
#108750-Moyer					
#108751-NMUSD					
#108624-Lawson					
#108748-Lehman					
#108754-Opioid					
#108737-Bernede					
#108740-Carrera					
#108741-Clifton					
#108739-Carranza					
#108747-Leaman C					
#108757-Shalhoub					
#108825-Corrales					
#108744-Donaldson					
#108738-Casa Capri					
#108749-Litigation					
#108752-Northbound					
#108753-Ohio House					
#108736-Armand/Blood					
#108623-Insight Psych					
#108755-RD X Catalyst					
#108756-Redhill Lockat					
#108743-D'Alessio Invest					
#108745-H3 Ministries App					
#108734-440 FairDr/1179 NP					
#108594-HR					
#108595-IT					
108587-FDC					
#108566-Adams					
#108592-Hauck					
#108590-Garten					
#108596-Leaman					
#108602-Opioid					
#108569-Bernede					

Bank: CITY  
Cycle: ANNUAL

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
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<i>Line Description:</i>			#108572-Carrera		
			#108577-Clifton		
			#108580-Council		
			#108582-Cruz, R		
			#108588-Finance		
			#108593-Housing		
			#108613-Telecom		
			#108614-Tippett		
			544 Bernard St.		
			#108571-Carranza		
			#108579-Corrales		
			#108581-Covid-19		
			#108611-Shalhoub		
			#108586-Donaldson		
			#108589-Fire Dept		
			#106269-Litigation		
			#108570-Casa Capri		
			#108574-City Clerk		
			#108598-NMUSD CEQA		
			#108599-Northbound		
			#108600-Ohio House		
			#108585-Dion & Sons		
			#108605-Police Dept		
			#108560-1963 Wallace		
			#108568-Armand/Blood		
			#108576-City Manager		
			#108573-City Attorney		
			#108608-RD X Catalyst		
			#108609-Redhill-Lokat		
			#108627-840 Center St		
			#108562-227 Mesa Drive		
			#108567-Animal Control		
			#108575-City Clerk PRR		
			#108597-Lehman/Freeman		
			#108612-Socal Recovery		
			#108628-One Metro West		
			#108607-Public Services		
			#108610-Risk Management		
			108584-Development Serv		



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237124	04/22/22	P	Busch Systems International Inc	0000029521	45,365.68
			Line Description: Sales Tax 7.75%		
			14Q Body/Royal Blue Beverage C		
0237125	04/22/22	P	Care Ambulance Service Inc	0000019807	73,625.00
			Line Description: Ambulance Svc 4/1-4/16/22		
0237126	04/22/22	P	CentralSquare Technologies LLC	0000028721	21,900.00
			Line Description: RMS Data Conversion 50%		
0237127	04/22/22	P	Endemic Environmental Services Inc	0000021277	25,600.00
			Line Description: FP Biological Mgmt-Feb 2022		
0237128	04/22/22	P	Hardy & Harper Inc	0000015311	20,182.74
			Line Description: HSIP Imprv Proj#19-10/#400015		
			Retention Proj #400015		
0237129	04/22/22	P	Hinderliter De Llamas & Associates	0000002537	84,559.21
			Line Description: SALES TAX AUDIT		
			RECOVERED REVENUE PORTION		
0237130	04/22/22	P	Jami Construction	0000029493	43,480.00
			Line Description: 4th Floor Remodeling Project		
			4th Floor Remodeling Project		
0237131	04/22/22	P	Pinnacle Petroleum, Inc	0000029315	27,156.65
			Line Description: PD-Unleaded Fuel		
0237132	04/22/22	P	PlanetBids Inc	0000028660	16,375.00
			Line Description: PLANETBIDS E-PROCUREMENT NET SOFTW		

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237133	04/22/22	P	Southern California Edison Company	0000004088	15,108.23
<i>Line Description:</i> 745 W 18th 3/9-4/6/22					
3190 1/2 Redhill 2/9-3/11/22					
360 Ogle 3/14-4/11/22					
744 James 3/9-4/6/22					
2590 Placentia 3/9-4/6/22					
567 W 18th 3/9-4/6/22					
BCC 3/9-4/6/22					
711 W 18th 3/9-4/6/22					
740 James ST 3/9-4/8/22					
734 James 3/9-4/8/22					
1990 Placentia 3/8-4/5/22					
Park Maint 3/1-3/31/22					
Signals 2/7-3/8/22					
152 Baker 3/11-4/10/22					
1050 Arlington 3/11-4/10/22					
0237134	04/22/22	P	Third Wave Corporation	0000025874	21,861.00
<i>Line Description:</i> PROFESSIONAL SERVICE AGREEMENT					
PROFESSIONAL SERVICE AGREEMENT					
0237135	04/22/22	P	ARC	0000022726	165.29
<i>Line Description:</i> Price Tags					
Shalimar Clean Day Banner					
Earth Day Banner					
0237136	04/22/22	P	AT & T	0000001107	3,479.97
<i>Line Description:</i> DID Trunk Line 3/4-4/3/22					
PD Cool Lind 3/7-4/6/22					
800 Mhz Radio 3/0-3/31/22					
TeWinkle Pk 3/7-4/6/22					
PD Emergency Line 3/4-4/3/22					
Estancia Pk 3/3/4/2/22					
DRC Alarm 3/4-4/3/22					

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> IT Computer Rm 3/7-4/6/22 Smallwood PK 3/6-4/5/22 DSL Traffic Op 3/7-4/6/22 Outgoing Trunk 3/4-4/3/22		
0237137	04/22/22	P	AY Nursery	0000001142	1,636.72
			<i>Line Description:</i> Trees for Parkways		
0237138	04/22/22	P	Advantec Consulting Engineers Inc	0000021528	1,211.32
			<i>Line Description:</i> Fairvelw Traffic Sig Proj-Feb		
0237139	04/22/22	P	Agriserve Pest Control Inc	0000025268	865.00
			<i>Line Description:</i> Fruit Suppression		
0237140	04/22/22	P	Air Exchange Inc	0000024177	1,151.95
			<i>Line Description:</i> Preventative and Emergency Mai		
0237141	04/22/22	P	All City Management Services Inc	0000009480	10,380.59
			<i>Line Description:</i> School Crsng Guard 3/6-3/19/22		
0237142	04/22/22	P	American Alarm Systems Inc	0000008900	127.50
			<i>Line Description:</i> Fire Alram Monitoring 5/1-7/31		
0237143	04/22/22	P	Angely Vallarta	0000029193	300.00
			<i>Line Description:</i> Park/Arts/Comm Svc Comm Mtng		
0237144	04/22/22	P	Botach Tactical	0000010573	1,964.33
			<i>Line Description:</i> SWAT Tactical Gear K-9 Officers Equipments		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237145	04/22/22	P	Bound Tree Medical LLC	0000011695	782.53
		<i>Line Description:</i>	EMS Supplies		
			EMS Supplies		
			EMS Supplies		
0237146	04/22/22	P	Bureau Veritas North America Inc	0000016616	12,163.79
		<i>Line Description:</i>	Bldg & Safety PlanCheck-Jul21		
			Permit Tech A Geurkink-70 Hrs		
			Permit Tech A Geurkink		
			Fire Plan Review-Jul 21		
0237147	04/22/22	P	CDCE Inc	0000019481	543.88
		<i>Line Description:</i>	Sales Tax 7.75%		
			Shipping Fee		
			Dock Replacement Keys		
0237148	04/22/22	P	CDW Government Inc	0000005402	103.70
		<i>Line Description:</i>	Monitor Arms		
			Sales Tax 7.75%		
0237149	04/22/22	P	Cabco Yellow Inc	0000028576	10,915.25
		<i>Line Description:</i>	Sr Medical Tran Svc-Mar 22		
			Sr Mobility Prog-Mar 22		
0237150	04/22/22	P	California Forensic Phlebotomy Inc	0000001500	4,800.56
		<i>Line Description:</i>	Blood Draws-Feb 2022		
0237151	04/22/22	P	Canon Financial Services Inc	0000023241	587.68
		<i>Line Description:</i>	COPIER LEASE 4/1-4/30/22		
			COPIER LEASE 4/1-4/30/22		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237152	04/22/22	P	Carahsoft Technology Corporation	0000026738	743.85
			Line Description: SOLARWINDS ADDITIONAL USERS		
0237153	04/22/22	P	Cassius Rutherford	0000026851	300.00
			Line Description: Park/Arts/Comm Svc Comm Mtng		
0237154	04/22/22	P	Center for Public Safety Excellence Inc	0000029595	6,000.00
			Line Description: Professional Services Agreemen		
0237155	04/22/22	P	Charlene M Ashendorf	0000017428	300.00
			Line Description: Park/Arts/Comm Svc Comm Mtng		
0237156	04/22/22	P	Chefs Toys	0000019138	4,828.47
			Line Description: FREEZER		
			SALES TAX (7.75%)		
0237157	04/22/22	P	Circus Joy	0000029376	750.00
			Line Description: Springfest Entertainment		
0237158	04/22/22	P	Compressed Air Specialties Inc	0000020784	2,742.47
			Line Description: Labor		
			Sales Tax		
			Oil Filter		
			Air Test Kit		
			Intake Filter		
			Waste Disposal		
			O-Ring; Purification Cap		
			Cal/OSHA Required Kunkle Valve		
			Compressor Oil; Tri-Ester Synt		
			Ring; Purification Cap, Back U		
			Securus Purification Cartridge		
			Labor		



Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Sales Tax Air Test Kit Intake Filter Waste Disposal O-Ring Kit; Fits AB230861 Drying Cartridge; Fits 65-X Cal/OSHA Required Kunkle Valve Compressor Oil; Tri-Ester Synt Drying Cartridge; Fits 65-X-10 Purification Cartridge; AB/Sco		
0237159	04/22/22	P	County of Orange	0000003473	690.41
			<i>Line Description:</i> Refuse Dispos@CO-Mar 22		
0237160	04/22/22	P	Division of the State Architect	0000021296	1,205.60
			<i>Line Description:</i> Disability Access Ed Fee		
0237161	04/22/22	P	Eagle Print Dynamics	0000026736	654.89
			<i>Line Description:</i> FREIGHT SALES TAX (7.75%) WOLVERINE 20OZ TUMBLER, BLUE ADDITIONAL CHARGE: REPEAT SETU		
0237162	04/22/22	P	Elizabeth Dorn Parker	0000029192	300.00
			<i>Line Description:</i> Park/Arts/Comm Svc Comm Mtng		
0237163	04/22/22	P	Evelia Soto	0000029418	300.00
			<i>Line Description:</i> Face Painting-Springfest		
0237164	04/22/22	P	FM Thomas Air Conditioning Inc	0000017151	813.00
			<i>Line Description:</i> Comm-Flue Deflector		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237165	04/22/22	P	Fair Housing Foundation	0000019956	3,549.48
		<i>Line Description:</i>	2021-22 CDBG Grant-Mar 22		
			2021-22 CDBG Grant-Feb 22		
0237166	04/22/22	P	FireStats LLC	0000026188	5,700.00
		<i>Line Description:</i>	Data Analysis Main Jan-Mar 22		
			Data Analysis Main Oct-Dev 21		
0237167	04/22/22	P	Fleet Services Inc	0000002239	101.19
		<i>Line Description:</i>	Ubolt Kit		
0237168	04/22/22	P	Ford Fleet Care	0000026262	3,044.78
		<i>Line Description:</i>	Repair 2/18/22		
			Parts 12/9/21-3/14/22		
0237169	04/22/22	P	Fuel Pros Inc	0000026476	460.00
		<i>Line Description:</i>	Vaper Recovery Test		
0237170	04/22/22	P	Galls LLC	0000002297	5,707.03
		<i>Line Description:</i>	Safety Vest-Ashby		
			Uniform-Santos		
			Uniform-Ramirez		
			Uniform-Ashby		
			Safety Vest-Maloata		
			Uniform-Louse		
			Uniform-Nguyen		
			Uniform-Maldonado		
			Safety Vest-Casarez		
			Uniform;-Jennings		
			Uniform-Marcias		
			Uniform-Godinez		
			Uniform-Rosado		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237171	04/22/22	P	Granicus LLC	0000015382	9,724.05
			Line Description: govAccessMaint 2/15/22-2/14/23		
0237172	04/22/22	P	HML Tennis LLC	0000026912	1,033.43
			Line Description: TENNIS COURT EQUIPMENT		
			Tennis Rental Pymnt-Feb 22		
0237173	04/22/22	P	Institute for Conservation Research	0000024812	670.00
			Line Description: Conduct 2 hour tours @ Fairvie		
0237174	04/22/22	P	Integrated Impressions	0000003403	12,799.41
			Line Description: Lapel Pins		
			Shipping Fee		
			Promotional Items		
			Promotional Items-Color Books		
			Self-Watering Planter		
			Promotional T-shirts		
			Sales Tax 7.75%		
			Carton Garden		
			Pen & Mini Pot		
0237175	04/22/22	P	Irv Seaver Motorcycles	0000010272	228.09
			Line Description: Brake Pads		
0237176	04/22/22	P	Jeffrey Brian Abbit	0000029375	850.00
			Line Description: Springfest Entertainment 4/16		
0237177	04/22/22	P	Jennifer W Harrison	0000029300	300.00
			Line Description: Face Painting@ NCC Springfest		
0237178	04/22/22	P	Joanne Wills	0000025775	3,749.20

Bank: CITY

Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> Instructor Payment-Spring 22		
0237179	04/22/22	P	Kelly Brown	0000029489	300.00
			<i>Line Description:</i> Park/Arts/Comm Svc Comm Mtng		
0237180	04/22/22	P	Lets Be Kind	0000029194	800.00
			<i>Line Description:</i> LBK T-Shirts		
0237181	04/22/22	P	Loki Automotive LLC	0000029544	3,926.91
			<i>Line Description:</i> Rebuilt Transmission		
0237182	04/22/22	P	Loomis	0000019082	374.60
			<i>Line Description:</i> ARMORED CAR SVC-Mar 22		
0237183	04/22/22	P	Mercy House	0000003138	4,940.00
			<i>Line Description:</i> 2021-22 3rd Qtr CDBG Gnat		
0237184	04/22/22	P	Merrimac Energy Group	0000021566	11,607.11
			<i>Line Description:</i> Diesel-FS #5		
			Diesel-CY		
			Dieael-FS #1		
			Diesel-GS #2		
0237185	04/22/22	P	Misha Stotlar	0000029640	3,384.33
			<i>Line Description:</i> Proterty Damage Sttlmnt-8/9/21		
0237186	04/22/22	P	Orange Coast Plumbing Inc	0000009431	2,275.00
			<i>Line Description:</i> Plumbing Svc-JHSC		
			Backflow Repair-PD		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237187	04/22/22	P	Orange County Treasurer Tax Collector	0000003489	13,131.36
			Line Description: Prkng Citation Process-Mar 202		
0237188	04/22/22	P	Paul's Pet Food Express	0000026626	54.30
			Line Description: Food for PSD Aran		
0237189	04/22/22	P	Penhall Company	0000003586	7,661.40
			Line Description: Sidewalk Grinding -Mar 22		
0237190	04/22/22	P	Rachel Charest-Bertram	0000029455	450.00
			Line Description: Springfest Musica Perf Balance		
0237191	04/22/22	P	Rincon Truck Center Inc	0000013236	174.42
			Line Description: 758 - Lamp Stock-U-Bolt		
0237192	04/22/22	P	Ronald Lee Brewer	0000029639	2,581.00
			Line Description: Property Damage Stlmnt-3/17/22		
0237193	04/22/22	P	Roy Center	0000002158	211.25
			Line Description: Instructor Payment-Spring 22		
0237194	04/22/22	P	SCAPE Music Events	0000029307	500.00
			Line Description: Springfest DJ Svc-4/16/22		
0237195	04/22/22	P	Scott Glabb	0000020105	300.00
			Line Description: Park/Arts/Comm Svc Comm Mtng		
0237196	04/22/22	P	Southern California Gas Company	0000004092	424.30

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

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 3175 Airwzy Ave 3/15-4/13/22		
0237197	04/22/22	P	SuStudios Photography	0000029637	741.32
			<i>Line Description:</i> Photo-booth Rental - Earth Day		
0237198	04/22/22	P	Sunset Detectives	0000026756	3,600.00
			<i>Line Description:</i> Background Investigation		
0237199	04/22/22	P	Superior Pavement Markings Inc	0000003955	8,337.50
			<i>Line Description:</i> Roadline Striping/Thermo Cross		
0237200	04/22/22	P	The Good Plant Inc	0000025580	1,839.00
			<i>Line Description:</i> Plants Material-NHCC		
0237201	04/22/22	P	Time Warner Cable	0000011202	49.22
			<i>Line Description:</i> Internet Cable-CY 4/3-5/2/222 Cabel Box 2nd Fl 3/12-4/11/22		
0237202	04/22/22	P	Trellis	0000025584	12,001.75
			<i>Line Description:</i> CDBG/CV-Mar 2022 CDBG/CV-Apr 2022		
0237203	04/22/22	P	Tropical Acai & Juicery	0000029628	3,025.00
			<i>Line Description:</i> Classic Acai 16oz bowl for 300 Cold Press Juices		
0237204	04/22/22	P	US Bank	0000002228	3,566.80
			<i>Line Description:</i> PARS Deduction Check 22-07		

Bank: CITY  
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0237205	04/22/22	P	Verizon Wireless	0000008717	5,980.80
			Line Description: Broadband Svc2/24-3/23/22		
0237206	04/22/22	P	VincentBenjamin	0000024972	882.72
			Line Description: Temp Svc-Fuente 4/4-4/10/22		
0237207	04/22/22	P	Wintech Solutions Inc	0000012563	1,008.00
			Line Description: Solar Film Instlltn-Shelter		
TOTAL					\$608,067.01



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-672

**Meeting Date:** 5/3/2022

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**TITLE:**

MINUTES

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

**RECOMMENDATION:**

City Council approve the Minutes of the Regular meeting of April 5, 2022.





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

**MINUTES – APRIL 5, 2022**

**CLOSED SESSION 4:00 P.M.**

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

**ROLL CALL**

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

Absent: Council Member Reynolds.

**PUBLIC COMMENTS – NONE.**

**CLOSED SESSION ITEMS:**

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**  
Pursuant to California Government Code Section 54956.9 (d)(1)  
Name of Case: Costa Mesa v. Newport Mesa Unified School District, Orange County Superior Court Case No. 30-2021-01179397-CU-WM-CXC.
2. **CONFERENCE WITH LEGAL COUNSEL–INITIATION OF LITIGATION–TWO CASES -**  
Pursuant to California Government Code Section 54956.9 (d)(4) Potential Litigation.
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**  
Pursuant to California Government Code Section 54956.8, APN: 420-012-16  
Agency Negotiators: Lori Ann Farrell Harrison, City Manager  
Negotiating Parties: State of California  
Under Negotiation: Price and Terms of Payment
4. **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, United States District Court, Central District of California, Case No. 8:19-cv-01710 DOC (KESx).

Ms. Hall Barlow, City Attorney, requested to add an item to the Closed Session Agenda. The item came to the City's attention after the agenda was posted.

**MOVED/SECOND:** Mayor Stephens/Council Member Chavez

**MOTION:** Add an item to the Closed Session Agenda

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Reynolds

Motion carried: 6-0

## **5. 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.

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

Closed Session adjourned at 5:50 p.m.

## **REGULAR MEETING OF THE CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY APRIL 5, 2022 – 6:00 P.M.**

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

### **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

National Anthem was led by Jeanette Chervony and Council Member Gameros led the Pledge of Allegiance.

### **MOMENT OF SOLEMN EXPRESSION**

Led by Pastor Ian Stevenson, Trellis.

### **ROLL CALL**

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

Absent: Council Member Reynolds.

**CITY ATTORNEY CLOSED SESSION REPORT** - No reportable action.

### **PRESENTATIONS**

Mayor Stephens recognized the Costa Mesa High School Cheerleading Team for winning the CIF state championship.

Mayor Stephens recognized the Sage Hill High School Girls' Basketball Team for winning the CIF Division II state championship.

Mayor Stephens presented a proclamation for Sexual Assault Awareness Month.

Presentation on the Bikeway and Walkability Committee by Chair McDonald.

## **PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA**

Flo Martin, spoke on speeding on Arlington Drive and requested safety improvements.

Wendy Leece, commended Chair McDonald on the presentation, thanked the City Council for the Sexual Assault Awareness Month Proclamation, requested additional police focus on massage parlors, spoke on speeding problems, and spoke on Camp Lila.

Speaker, spoke on the Sexual Assault Proclamation, spoke on the importance of prioritizing the budget to support bikeway and walkability projects, and spoke on state legislation.

Wendy Simao, spoke on noise problems at The 12 Gym.

Jenn Tanaka, spoke in support of a letter by the Bikeway and Walkability Committee regarding budget recommendations and spoke in support of projects that promote bikeability, walkability and safer streets.

Kim Hendricks, showed a powerpoint presentation on Fairview Park.

Chris Collum, spoke on problems associated with a fire at his home.

Daniel Baume, spoke on volunteering for the Labors of Love events and invited volunteers to join the Fairview Park Alliance to remove non-native plants at Fairview Park.

## **COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS**

Council Member Chavez congratulated the Sage Hill Girls' Basketball team and the Costa Mesa High School Cheerleading team, thanked the volunteers that participated in the Shalimar neighborhood clean-up event, congratulated Brenda Emrick on being recognized at the Orange County Women Making a Difference awards ceremony, spoke on the police department's appreciation banquet, and spoke on a free eye clinic.

Council Member Gameros, spoke on attending the police appreciation banquet and thanked the police and fire departments.

Mayor Pro Tem Marr spoke on attending a meeting with Supervisor Bartlett, attending the South Orange County multi-model stakeholders meeting, spoke in support of active transportation projects, and spoke on replacing turf with California native plants.

Mayor Stephens spoke on attending the police department awards recognition banquet, spoke on the passing of CMPD Sergeant Larry Bersch, CMFD Firefighter Gerald Poarch and Captain Barry Adams, and Barbara Van Holt, Estancia High School veteran drama teacher.

**REPORT – CITY MANAGER** – Ms. Farrell Harrison spoke on attending the police department awards recognition banquet, spoke on the Earth Day festival on April 22<sup>nd</sup>, thanked Supervisor Foley for recognizing Brenda Emrick, spoke on National Denim Day on April 27<sup>th</sup>, and spoke on the Costa Mesa Firefighter and Firefighter/Paramedic recruitment.

**REPORT – CITY ATTORNEY** – Requested to adjourn the meeting in memory of her father, and former Assistant City Attorney Harold Potter Jr.

## **CONSENT CALENDAR**

**MOVED/SECOND:** Council Member Chavez/Council Member Marr

**MOTION:** Approve recommended actions for Consent Calendar Item Nos. 1 through 6 except for item #5 which was pulled from the Consent Calendar.

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Reynolds

Motion carried: 6-0

## **CONSENT CALENDAR ITEMS**

### **1. PROCEDURAL WAIVER: APPROVE THE READING BY TITLE ONLY OF ALL ORDINANCES AND RESOLUTIONS**

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

### **2. READING FOLDER**

ACTION:

City Council received and filed Claims received by the City Clerk: Ronald Brewer, Chris Corn, Glenn Halperin, Emma Andrade Luna & Cynthia White House, Paula Kemp, Thomas Serra, and United Services Automobile Association (USAA).

### **3. ADOPTION OF WARRANT RESOLUTION**

ACTION:

City Council approved Warrant Resolution No. 2677

### **4. MINUTES**

ACTION:

City Council approved the Minutes of the Regular meeting of March 15, 2022.

**6. ACQUISITION AND REPLACEMENT OF ESSENTIAL POLICE DEPARTMENT EQUIPMENT FROM AXON ENTERPRISE, INC.**

ACTION:

1. City Council authorized the use of NPPCGov Contract (League of Oregon Cities) No. PS20270 with Axon Enterprise, Inc. for the purchase of Axon Tasers T7.
2. Authorized the City Manager to purchase the Axon Tasers T7 replacing the current and outdated Axon Tasers for \$446,576 and to execute any necessary documents in connection with such purchase, in a form approved by the City Attorney.
3. Authorized a budget adjustment appropriating \$446,576 from the unassigned fund balance in the Asset Forfeiture Fund in the Police Department budget for this purpose

**AT THIS TIME THE CITY COUNCIL WILL ADDRESS ANY ITEMS WITHDRAWN FROM THE CONSENT CALENDAR.**

**5. ORANGE COUNTY REGISTRAR OF VOTERS BALLOT DROP BOX LICENSE AGREEMENT**

Marc Vukceovich, spoke in appreciation of the additional ballot drop box on the Eastside, and spoke on the long lines at the previous election.

**MOVED/SECOND:** Mayor Pro Tem Marr/Council Member Gameros

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Reynolds

Motion carried: 6-0

ACTION: City Council approved the License Agreement with the Orange County Registrar of Voters (ROV) for placement of Official Ballot Drop Box on City property at the Boys and Girls Club of Costa Mesa.

## **PUBLIC HEARINGS:**

### **1. RESOLUTION OF THE CITY'S INTENT TO OVERRULE THE ORANGE COUNTY AIRPORT LAND USE COMMISSION'S INCONSISTENCY DETERMINATION FOR THE CITY OF COSTA MESA'S 2021-2029 6TH CYCLE HOUSING ELEMENT UPDATE**

Presentation by Scott Drapkin, Assistant Development Director

Discussion on modifications to specific plans and if modifications would trigger further review by the ALUC, and clarification that ALUC is an advisory agency,

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

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Reynolds

Motion carried: 6-0

**ACTION:**

1. City Council conducted a public hearing and adopted a Resolution regarding the City's intent to overrule the Orange County Airport Land Use Commission's inconsistency determination for the City of Costa Mesa's 2021-2029 6th Cycle Housing Element Update.
2. Directed City staff to forward the Resolution to the Airport Land Use Commission (ALUC), and after 45 days schedule a City Council public hearing to consider overruling ALUC's determination.

**OLD BUSINESS: NONE.**

## **NEW BUSINESS:**

### **1. APPOINTMENTS TO THE PARKS, ARTS AND COMMUNITY SERVICES COMMISSION, AND VARIOUS CITY COMMITTEES**

Public Comments:

Wendy Leece requested the appointments to the Fairview Park Steering Committee be rescheduled since Council Member Reynolds is absent, spoke on a possible conflict concerning Matthew Garcia, an applicant to the Fairview Park Steering Committee as he is also a member of the Harbor Soaring Society, and requested to be reappointed to the Finance and Pension Advisory Committee, and also as the citizen at large to the Mobile Home Park Advisory Committee.

Marc Vukceovich spoke in support of all the current Bikeway and Walkability Committee members to be reappointed and also supports the appointment of Jenn Tanaka to the Finance and Pension Advisory Committee.

Kim Hendricks requested the appointments to the Fairview Park Steering Committee be rescheduled since Council Member Reynolds is absent, spoke on a possible conflict concerning Matthew Garcia, an applicant to the Fairview Park Steering Committee as he is also a member of the Harbor Soaring Society.

End of Public Comments

**MOVED/SECOND:** Mayor Pro Tem Marr/Mayor Stephens

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Reynolds

Motion carried: 6-0

**ACTION:** City Council deferred the appointments to the Fairview Park Steering Committee to a future meeting per the request of Council Member Reynolds.

**MOVED/SECOND:** Mayor Pro Tem Marr/Mayor Stephens

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Reynolds

Motion carried: 6-0

**ACTION:** City Council appointed Michelle Murphy to the Parks, Arts, and Community Services Commission – District 3.

**MOVED/SECOND:** Council Member Gameros/Mayor Stephens

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Reynolds

Motion carried: 6-0

**ACTION:** City Council appointed to the Animal Services Committee: Regular Members - Christina Poulos, Lisa A. Harker, Angela Minjares, Sharon Elder, and as Alternates – Brian Buckner and Jennifer Tanaka.

**MOVED/SECOND:** Council Member Harlan/Mayor Stephens

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Reynolds

Motion carried: 6-0

**ACTION:** City Council appointed to the Bikeway and Walkability Committee: Regular Members – Ralph Taboada, Flo Martin, Jimmy Vivar, Bridget Gleason, Andrew Barnes, Jennifer Vavra, and as Alternates – Richard Huffman and Benjamin Lechler.

**MOVED/SECOND:** Council Member Gameros/Council Member Chavez

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Reynolds

Motion carried: 6-0

**ACTION:** City Council appointed to the Cultural Arts Committee: Regular Members – Rocky Evans, Charlene Ashendorf, Justin Fong, Nadine Breslo, Brian Buckner (Term ending 2023).

**MOVED/SECOND:** Mayor Stephens/Council Member Harlan

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Reynolds

Motion carried: 6-0

**ACTION:** City Council appointed to the Finance and Pension Advisory Committee: Regular Members – Felice Shiroma, Gary Craig, Altaf Wahid, Jennifer Tanaka, Wendy Leece (Term ending 2023).

**MOVED/SECOND:** Council Member Chavez/Council Member Gameros

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Reynolds

Motion carried: 6-0

**ACTION:** City Council appointed to the Historical Preservation Committee: Regular Members – Gary Parkin, Shaun McGuinness, John McQueen, Lisa Harker, and as Alternate – Brian Buckner.

**MOVED/SECOND:** Council Member Chavez/Council Member Gameros

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Reynolds

Motion carried: 6-0



ACTION: City Council appointed to the Housing and Public Service Grants Committee: Regular Members – Virginia Walker, Michael Tou, Christian Sotelo, Lisa Buchanan, and as Alternate – Jennifer Vavra.

**MOVED/SECOND:** Mayor Stephens/Mayor Pro Tem Marr

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Reynolds

Motion carried: 6-0

ACTION: City Council appointed to the Mobile Home Park Advisory Committee: Independent Citizen at Large – Wendy Leece; Resident Owners – Leslie Chaney-Eames, Tony Dougher; Park Owner or Representative – Vickie Talley.

**MOVED/SECOND:** Mayor Pro Tem Marr/Council Member Gameros

The motion carried by the following roll call vote:

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

Nays: None

Absent: Council Member Reynolds

Motion carried: 6-0

ACTION: City Council renamed the Bikeway and Walkability Committee to the Active Transportation Committee.

**ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS** - None

**ADJOURNMENT** – The Mayor adjourned the meeting at 8:19 p.m. in memory of Barbara Van Holt, Barry Adams, Harry Potter Jr., Larry Bersch, Patrick Banks Hall, and Gerald Poarch

**Minutes adopted on this 3<sup>rd</sup> day of May, 2022.**

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John Stephens, Mayor

ATTEST:

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Brenda Green, City Clerk



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-663

**Meeting Date:** 5/3/2022

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**TITLE:**

WILSON STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 22-01

**DEPARTMENT:** PUBLIC SERVICES DEPARTMENT/ENGINEERING DIVISION

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

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

**RECOMMENDATION:**

Staff recommends the City Council:

1. Adopt plans, specifications, and working details for the Wilson Street Improvement Project, City Project No. 22-01.
2. Award a Public Works Agreement (PWA) for construction to All American Asphalt, 400 East Sixth Street, Corona, California 92879 in the amount of \$1,795,390.50 (Base Bid including Additive Bids).
3. Authorize the City Manager and City Clerk to execute the PWA for All American Asphalt and future amendments to the agreements within Council authorized limits.
4. Authorize a ten percent (10%) contingency in the amount of \$179,539 for construction and unforeseen costs related to this project.
5. Approve a budget transfer, reallocating available Community Development Block Grant (CDBG) budget in the amount of \$600,000 to the Wilson Street Improvement Project.
6. Authorize appropriation of Gas Tax Fund balance in the amount of \$435,000 to the Wilson Street Improvement Project.

**BACKGROUND:**

The Wilson Street Improvement Project (Newport Boulevard to Placentia Avenue), City Project No. 22-01, is a Community Development Block Grant (CDBG) federally-funded project that seeks to improve traffic, bicycle, and pedestrian mobility.

The scope of this project consists of the installation of a new crosswalk and median refuge island in front of Wilson Park, which will encourage safe pedestrian crossing. A new High-Intensity Activated CrossWalk (HAWK) will be installed at a future date. The project also includes installation of curb

extensions at certain intersections between Fordham Drive and Fairview Road.

The project will also include parkway maintenance and street rehabilitation. Parkway improvements will involve reconstruction of concrete curb and gutter, sidewalks, accessible curb ramps, and new sidewalks. Other enhancements will consist of newly installed bicycle lanes with green conflict zones, where feasible, green-back sharrows, street striping and markings.

Street rehabilitation will include removal and reconstruction of damaged pavement sections; milling and overlaying with new asphalt; slurry sealing; adjustment of utility and manhole covers to grade; and implementation of traffic control.

The proposed street improvement project is located in the Westside neighborhood and is shown as Attachment 2.

The contractor is required to complete all of the tasks necessary to perform the scope of work as outlined in the contract documents, plans, and specifications. A copy of specifications and working details are available for review in the Office of the City Clerk or in the Public Services Department, and are posted on the City website at:

<https://www.costamesaca.gov/city-hall/city-departments/public-services/capital-improvement-projects>

### **ANALYSIS:**

The City Clerk received and opened six (6) bids for this project on April 4, 2022. All American Asphalt is the apparent low bidder with a base bid proposal of \$1,061,160. The bid abstract for this project is included as Attachment 3.

Staff has elected to add the first Additive Bid Item, which is the rehabilitation of Wilson Street from Harbor Boulevard to Placentia Avenue, for an additional amount of \$685,080.50. In addition, staff has elected to include the second Additive Bid Item, which is the median island and crosswalk construction across from Wilson Park in the amount of \$49,150.

The apparent low bidder's base bid plus the two additive bid items is \$1,795,390.50. The incorporation of additive bid items will result in a net increase to the base contract in the amount of \$734,230.50.

The license and references of All American Asphalt have been checked and staff has found them to be in good standing.

All American Asphalt has successfully completed several projects in the City of Costa Mesa including the Pomona Avenue Improvement Project (from 18th Street to 19th Street), 19th Street Rehabilitation Project (from Newport Boulevard to Park Avenue), Bear Street Improvement Project (from Baker Street to I-405 Freeway), Hamilton Street and Santa Ana Avenue Improvement Project, and the Randolph Avenue Parking and Pedestrian Improvements Project.

Upon City Council award of the PWA, All American Asphalt will furnish the necessary bonds and insurance, which will be approved as to form by Risk Management. After the award and subsequent

execution of the agreement, a "Notice to Proceed" will be issued.

### **ALTERNATIVES:**

The alternative would be to reject all bids, re-advertise, and re-bid the construction project. Staff has determined that re-advertising and re-bidding the project will not result in lower bids and will delay the project.

### **FISCAL REVIEW:**

Current funding for this project is in the FY 2021-22 Capital Improvement Program (CIP), Community Development Block Grant (CDBG) Fund (\$1,165,000) and the Capital Improvement Fund (\$234,223). There is sufficient fund balance in the Gas Tax Fund to appropriate an additional \$435,000 needed for the Wilson Street Improvement Project.

### **LEGAL REVIEW:**

The City Attorney's Office has reviewed the report, prepared the PWA, and approves them as to form.

### **CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council goals:

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

### **CONCLUSION:**

Staff recommends the City Council:

1. Adopt plans, specifications, and working details for the Wilson Street Improvement Project, City Project No. 22-01.
2. Award a Public Works Agreement (PWA) for construction to All American Asphalt, 400 East Sixth Street, Corona, California 92879 in the amount of \$1,795,390.50 (Base Bid including Additive Bids).
3. Authorize the City Manager and City Clerk to execute the PWA (Attachment 1) for All American Asphalt and future amendments to the agreements within Council authorized limits.
4. Authorize a ten percent (10%) contingency in the amount of \$179,539 for construction and unforeseen costs related to this project.
5. Approve a budget adjustment, appropriating available Community Development Block Grant (CDBG) budget in the amount of \$600,000 to the Wilson Street Improvement Project.
6. Authorize appropriation of Gas Tax Fund balance in the amount of \$435,000 to the Wilson Street Improvement Project.

**CITY OF COSTA MESA  
PUBLIC WORKS AGREEMENT FOR  
CITY PROJECT NO. 22-01**

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated May 3, 2022 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and ALL AMERICAN ASPHALT, a California corporation ("CONTRACTOR").

WHEREAS, CITY desires to construct the public improvements described below under Paragraph 1, Scope of Work (the "Project"); and

WHEREAS, CITY has determined that CONTRACTOR is the lowest responsible bidder; and

WHEREAS, CITY now desires to contract with CONTRACTOR to furnish construction and related services for the Project; and

WHEREAS, CITY and CONTRACTOR desire to set forth their rights, duties and liabilities in connection with the services to be performed.

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

1. SCOPE OF WORK.

The scope of work generally consists of street improvements, including installation of new concrete curb ramps, concrete driveways, median islands, traffic loop detectors, traffic and parking signs, pavement striping and markings, grind and overlay and slurry sealing, along Wilson Street from Newport Boulevard to Placentia Avenue, and all other work as depicted within the plans and as described within the specifications associated with the Project (the "Work").

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

The Project is known as the Wilson Street Improvement Project, City Project No. 22-01 – Community Development Block Grant (CDBG) Federally-Funded Project (the "Project").

2. CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

(a) This Agreement;

(b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;

- (c) Bid package, including notice inviting bids, complete plans, profiles, detailed drawings and specifications, including general provisions and special provisions. The bid package is incorporated by this reference as if fully set forth herein;
- (d) Bid Addendum No. 1, dated March 28, 2022. The bid addendum is incorporated by this reference as if fully set forth herein;
- (e) Bid Addendum No. 2, dated March 29, 2022. The bid addendum is incorporated by this reference as if fully set forth herein;
- (f) Bid Addendum No. 3, dated March 30, 2022. The bid addendum is incorporated by this reference as if fully set forth herein;
- (g) Bid Addendum No. 4, dated March 31, 2022. The bid addendum is incorporated by this reference as if fully set forth herein;
- (h) Bid Addendum No. 5, dated March 31, 2022. The bid addendum is incorporated by this reference as if fully set forth herein;
- (i) Federal Requirements, attached hereto as Exhibit B and incorporated herein;
- (j) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit C and incorporated herein;
- (k) Drug-Free Workplace Policy, attached hereto as Exhibit D and incorporated herein; and
- (l) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). Provisions of The Greenbook are incorporated by this reference as if fully set forth herein.

The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. CITY'S REPRESENTATIVE.

The CITY's Representative is Seung Yang, referred to herein as the Project Manager ("Project Manager").

4. CONTRACTOR'S PROJECT MANAGER; PERSONNEL.

(a) Project Manager. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.

(b) Personnel. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 11 (Time of Performance).

6. EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. COMPENSATION.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed One Million Seven Hundred Ninety-Five Thousand Three Hundred Ninety Dollars and Fifty Cents (\$1,795,390.50). Such amount includes CONTRACTOR's Base Bid Schedule (A), in the amount of One Million Sixty-One Thousand One Hundred Sixty Dollars (\$1,061,160.00), CONTRACTOR's Additive Bid Schedule (B), in the amount of Six Hundred Eighty-Five Thousand Eighty Dollars and Fifty Cents (\$685,080.50), and CONTRACTOR's Additive Bid Schedule (C), in the amount of Forty-Nine Thousand One Hundred Fifty Dollars (\$49,150.00).

8. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

9. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the CITY with the Orange County Clerk-Recorder and after CONTRACTOR has furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's work under this Agreement, CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant



to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

10. PROMPT PAYMENT OF SUBCONTRACTORS.

CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within fifty (50) working days from the first day of commencement of the Work.

12. TERMINATION.

(a) Termination for Convenience.

CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.

(b) Termination for Breach of Contract.

- (i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.
- (ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.

- (iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to Four Thousand Dollars (\$4,000.00) as liquidated damages for each calendar day beyond the date provided for the completion of such Work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY, that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 13 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

15. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided

by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

16. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

17. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

18. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

19. CONTRACT SECURITY AND GUARANTEE.

Unless previously provided by CONTRACTOR to CITY, CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has,

that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and/or standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which CONTRACTOR is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

## 20. INDEMNIFICATION.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and

all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorneys' fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

## 21. INSURANCE.

(a) Minimum Scope and Limits of Insurance. CONTRACTOR shall not commence Work under this Agreement until it has obtained all insurance required under this Paragraph 21 and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

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

- (i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury



with a policy limit of not less than One Million Dollars (\$1,000,000.00), 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.

- (ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
  - (1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
  - (2) Pay on behalf of wording as opposed to reimbursement;
  - (3) Concurrency of effective dates with primary policies;
  - (4) Policies shall "follow form" to underlying primary policies; and
  - (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

- (i) Additional insureds: The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR."
- (ii) Notice: "Said policy shall not terminate, nor shall it be canceled nor the

coverage reduced, until thirty (30) days after written notice is given to CITY.”

- (iii) Other Insurance: “CONTRACTOR’s insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”

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

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

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

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

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

## 22. PREVAILING WAGE REQUIREMENTS.

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

(b) Payment of Prevailing Wages. CONTRACTOR shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City

Clerk and is incorporated into this Agreement as if fully set forth herein. CONTRACTOR shall post a copy of such wage rates at all times at the project site(s).

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

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

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

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

(g) Davis-Bacon and Related Acts. Notwithstanding the foregoing provisions, this Project is funded in whole or in part with Community Development Block Grant (CDBG) funds provided by the U.S. Department of Housing and Urban Development (HUD). Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced.



23. COMPLIANCE WITH ALL LAWS.

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

24. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

25. NON-DISCRIMINATION.

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

26. PROVISIONS CUMULATIVE.

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

27. NOTICES.

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

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

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Seung Yang

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

All American Asphalt  
400 E. Sixth Street  
Corona, CA 92879  
Attn: Kimberly Bird

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

[To be inserted following award of contract by City Council.]

28. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

29. PERS ELIGIBILITY INDEMNIFICATION.

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

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

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

30. SECTION 3 ECONOMIC OPPORTUNITIES COMPLIANCE.

CONTRACTOR acknowledges that this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. CITY and CONTRACTOR agree to comply with HUD's regulations in 24 CFR Part 135 ("Part 135"), which implement Section 3. As evidenced by their execution of this Agreement, CITY and CONTRACTOR certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

CONTRACTOR agrees to send to each labor organization or representative of workers with which CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with Part 135 regulations, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any subcontractor where CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled after CONTRACTOR is selected but before the Agreement is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent CONTRACTOR's obligations under 24 CFR Part 135.

CONTRACTOR understands that noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

31. FEDERAL REQUIREMENTS.

This Project is funded in whole or in part by federal funds and subject to the Federal Requirements set forth in Exhibit B to this Agreement. CONTRACTOR agrees to comply with said Federal Requirements and all federal requirements applicable to the Project.

CONTRACTOR shall comply with all applicable state and local codes, ordinances and other applicable laws, all applicable CDBG program requirements and any amendments hereafter to CDBG program guidelines and requirements.

32. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

33. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

34. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

35. ASSIGNABILITY.

This Agreement may not be transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such transfer or assignment, or attempted transfer or assignment, without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

36. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

37. HEADINGS.

Section and subsection headings are not to be considered part of this Agreement,

are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

38. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

39. CORPORATE AUTHORITY.

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

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

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Edward J. Carlson  
Vice President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Raja Sethuraman  
Public Services Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Seung Yang  
Project Manager

Date: \_\_\_\_\_

**ATTACHMENT 1**

**EXHIBIT A**  
**CONTRACTOR'S BID**





## CITY OF COSTA MESA

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

FROM THE PUBLIC SERVICES DEPARTMENT / ENGINEERING DIVISION

**DATE:** MARCH 28, 2022

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT:** BID ADDENDUM NO.1 –  
WILSON STREET IMPROVEMENT PROJECT  
(NEWPORT BLVD. TO PLACENTIA AVE.)  
CITY PROJECT NO. 22-01

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: EDWARD J. CARLSON, Vice President.  3/30/22

Company: ALL American Asphalt.

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

The following **SHALL** be replaced in its complete entirety:

- The complete document entitled: "NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS FOR WILSON STREET IMPROVEMENT PROJECT – FROM NEWPORT BOULEVARD TO PLACENTIA AVENUE, CITY PROJECT NO. 22-01 – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERALLY-FUNDED PROJECT," Otherwise known as the "Bid Contract Documents and Specifications."

The above is labeled "BID ADDENDUM #1" in red on each page / sheet and is to be downloaded by each prospective bidder through *PlanetBids* and acknowledged by signing on page "P-4."

***Failure to submit this acknowledgment form and/or signing page P-4 in the Bid Contract Documents and Specifications may cause your bid to be rejected.***





## CITY OF COSTA MESA

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


FROM THE PUBLIC SERVICES DEPARTMENT / ENGINEERING DIVISION

**DATE:** MARCH 29, 2022

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT:** BID ADDENDUM NO.1 –  
WILSON STREET IMPROVEMENT PROJECT  
(NEWPORT BLVD. TO PLACENTIA AVE.)  
CITY PROJECT NO. 22-01

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Edward J. CARLSON, VICE PRESIDENT  3/30/22

Company: ALL AMERICAN ASPHALT

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

The following **SHALL** be replaced in its complete entirety:

- The complete document entitled: "PROPOSAL BID SCHEDULE, ," pages P-1 through P-1f.

The above is labeled "BID ADDENDUM #2" in red on each page / sheet and is to be downloaded by each prospective bidder through *PlanetBids* and acknowledged by signing on page "P-4."

***Failure to submit this acknowledgment form and/or signing page P-4 in the Bid Contract Documents and Specifications may cause your bid to be rejected.***

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Again, please acknowledge receipt of all addenda by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



**Seung Yang**  
City Engineer

SY: Attachments

## ATTACHMENT 1

Bid Addendum No. 1  
Project and Specifications No. 22-01

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Again, please acknowledge receipt of all addenda by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



**Seung Yang**  
City Engineer

SY: Attachments



## CITY OF COSTA MESA

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

FROM THE PUBLIC SERVICES DEPARTMENT / ENGINEERING DIVISION

DATE: MARCH 29, 2022

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: BID ADDENDUM NO.2 –  
WILSON STREET IMPROVEMENT PROJECT  
(NEWPORT BLVD. TO PLACENTIA AVE.)  
CITY PROJECT NO. 22-01

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: EDWARD J. CARLSON, VICE PRESIDENT. *[Signature]* 3/30/22

Company: ALL AMERICAN ASPHALT

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

The following **SHALL** be replaced in its complete entirety:

- The complete document entitled: "PROPOSAL BID SCHEDULE,," pages P-1 through P-1f.

The above is labeled "BID ADDENDUM #2" in red on each page / sheet and is to be downloaded by each prospective bidder through *PlanetBids* and acknowledged by signing on page "P-4."

***Failure to submit this acknowledgment form and/or signing page P-4 in the Bid Contract Documents and Specifications may cause your bid to be rejected.***

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Again, please acknowledge receipt of all addenda by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,

*S. Yang*

**Seung Yang**  
City Engineer

SY: Attachments





## CITY OF COSTA MESA

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

FROM THE PUBLIC SERVICES DEPARTMENT / ENGINEERING DIVISION

**DATE:** MARCH 30, 2022

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT:** BID ADDENDUM NO. 3 –  
WILSON STREET IMPROVEMENT PROJECT  
(NEWPORT BLVD. TO PLACENTIA AVE.)  
CITY PROJECT NO. 22-01

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: EDWARD J. CARLSON, VICE PRESIDENT

Company: ALL AMERICAN ASPHALT

3/30/22

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

The following **SHALL** be replaced in its complete entirety:

- The complete document entitled: "PROPOSAL BID SCHEDULE, ," pages P-1 through P-1f.

The above is labeled "BID ADDENDUM #3" in red on each page / sheet and is to be downloaded by each prospective bidder through *PlanetBids* and acknowledged by signing on page "P-4."

The following shall be clarified for BID ADDENDUM #2, which was sent out on March 29, 2022: The subject title was mislabeled as Bid Addendum No. 1 and shall be replaced with Bid Addendum No. 2.

Responses to RFI questions below:

1. Item C2 calls for 220 CY of 8" DG. Can the City please confirm the quantity and/or the unit of measure?

Per the striping plans, the DG seems to be intended for the infill of two new islands that have an area of about 382 SF.

Response: *Bid Item C2 has change in quantity of 10 CY to replace 220 CY to fill in the pedestrian refuge islands.*

2. Should there be an amount plugged for the item #2 the Force Account item?

Response: *Bid Item 2 has been updated to reflect the Force Account amount of \$100,000.00.*

Both items in the above RFI have been addressed in the revised Proposal Bid Schedule.

## ATTACHMENT 1

Bid Addendum No. 3  
Project and Specifications No. 22-01

***Failure to submit this acknowledgment form and/or signing page P-4 in the Bid Contract Documents and Specifications may cause your bid to be rejected.***

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Again, please acknowledge receipt of ALL addenda by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



**Seung Yang**  
City Engineer

SY: Attachments



## CITY OF COSTA MESA

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

FROM THE PUBLIC SERVICES DEPARTMENT / ENGINEERING DIVISION

**DATE:** MARCH 31, 2022

**TO:** ALL PROSPECTIVE BIDDERS

**SUBJECT:** BID ADDENDUM NO. 4 –  
WILSON STREET IMPROVEMENT PROJECT  
(NEWPORT BLVD. TO PLACENTIA AVE.)  
CITY PROJECT NO. 22-01

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: EDWARD J. CARLSON, VICE PRESIDENT

Company: ALL AMERICAN ASPHALT

03/31/22

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

**BID OPENING DATE:** CHANGE, MONDAY, APRIL 4, 2022

**BID OPENING TIME:** NO CHANGE, 2:00 P.M.

**BID OPENING PLACE:** NO CHANGE

***Failure to submit this acknowledgment form and/or signing page P-4 in the Bid Contract Documents and Specifications may cause your bid to be rejected.***

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Again, please acknowledge receipt of ALL addenda by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,

**Seung Yang**  
City Engineer

SY: Attachments





## CITY OF COSTA MESA

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

FROM THE PUBLIC SERVICES DEPARTMENT / ENGINEERING DIVISION

DATE: MARCH 31, 2022

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: BID ADDENDUM NO. 5 –  
WILSON STREET IMPROVEMENT PROJECT  
(NEWPORT BLVD. TO PLACENTIA AVE.)  
CITY PROJECT NO. 22-01

Please forward this addendum to the appropriate individual as soon as possible. To assist our office in confirming the delivery of this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov). **A COPY WILL NOT BE SENT BY MAIL.**

Received by: Michael Farras, Secretary

Company: All American Asphalt

04/01/22

All bidders shall register with *PlanetBids* in order to retrieve addenda. It is the responsibility of each prospective bidder to check *PlanetBids* on a DAILY basis through the close of bids for any applicable addenda or updates.

This addendum, effective on this date, addresses the following items:

The following **SHALL** be replaced in its complete entirety:

- The complete document entitled: "NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS FOR WILSON STREET IMPROVEMENT PROJECT – FROM NEWPORT BOULEVARD TO PLACENTIA AVENUE, CITY PROJECT NO. 22-01 – COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERALLY-FUNDED PROJECT," Otherwise known as the "Bid Contract Documents and Specifications."

The above is labeled "BID ADDENDUM NO. 5" in **red** on each page / sheet and is to be downloaded by each prospective bidder through *PlanetBids* and acknowledged by signing on page "P-4."

Responses to "Request for Information" (RFI) questions below:

- Please confirm if there is a DBE commitment as part of this project. If so, is there a goal?  
**Answer:** For this project, there is no DBE percentage goal.
- For bid item 5A and 5B, please confirm how the work is being paid for. Is it the measurement of both base and asphalt weight tickets?  
**Answer:** For Bid Items 5A and 5B, the work is paid for per the asphalt weight tickets only. The crushed miscellaneous base (CMB) is included with the bid item.

## ATTACHMENT 1

Bid Addendum No. 5  
Project and Specifications No. 22-01

3. Signing and Striping General Note #3 states that "Pavement Markings shall be pre-formed skid resistant thermoplastic", but the City Special Provision (Page SP-33) states that thermoplastic material shall be applied by extrusion method. So are all pavement markings to be pre-form thermoplastic or thermoplastic by extrusion method, with the exception of green pre-form thermoplastic?

**Answer:** *Green thermoplastic markings (for conflict zones & driveways) and greenback pavement markings (sharrows and bicycle person and arrows) are the only thermoplastic that needs to be entirely preformed, both the green and the white should be embedded into the entire preformed. All other thermoplastics such as pavement marking arrows, words, etc., are to be hot applied by extrusion; however, it is acceptable to use preformed as long as there is no cost increase.*

***Failure to submit this acknowledgment form and/or signing page P-4 in the Bid Contract Documents and Specifications may cause your bid to be rejected.***

The contents of this bid addendum shall have precedence over all related provisions within the contract documents. It is the intent of the City of Costa Mesa to clarify the above-referenced items to all bidders. Should it be necessary to request clarification on these matters, please send your request via e-mail at [janet.zuazo@costamesaca.gov](mailto:janet.zuazo@costamesaca.gov).

Again, please acknowledge receipt of ALL addenda by signing on page "P-4" of the proposal within the bid contract documents.

Sincerely,



**Seung Yang**  
City Engineer

SY: Attachments



ATTACHMENT 1

BID ADDENDUM NO. 5

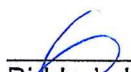
**SECTION C**  
**PROPOSAL FOR THE**  
**WILSON STREET IMPROVEMENT PROJECT**  
**FROM NEWPORT BOULEVARD TO PLACENTIA AVENUE**  
**CITY PROJECT NO. 22-01**

The Honorable City Council  
City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626

Dear Councilmembers:

In compliance with the NOTICE INVITING BIDS FOR THE **WILSON STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 22-01**, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract **WITHIN TEN (10) WORKING DAYS AFTER DATE OF CONTRACT, AND COMPLETE SAID WORK WITHIN FIFTY (50) WORKING DAYS** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work as shown on the Plans and in accordance with the Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

  
\_\_\_\_\_  
Bidder's Initials

**ATTACHMENT 1**  
**BID ADDENDUM NO. 5**

<b>PROPOSAL BASE BID SCHEDULE (A)</b> <b>WILSON STREET FROM NEWPORT BLVD. TO HARBOR BLVD.</b>					
ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
1	Mobilization and Demobilization	1	L.S.	\$ 89,263.00	\$ 89,263.00
2	Additional Work Items	1	F.A.	\$ 100,000.00	\$ 100,000.00
3A	Procure and Apply Slurry Seal Type II with 2.5% Latex Street Surfacing	30	E.L.T.	\$ 838.00	\$ 25,140.00
4A	Procure and Apply Crack Seal prior to Slurry Seal	1	L.S.	\$ 5,197.00	\$ 5,197.00
5A	Remove & Reconstruct Asphalt Concrete (AC) [6" Minimum Depth, including Excavation] and Replace with 6" AC over 6" Crushed Miscellaneous Base (CMB)	140	TON	\$ 197.00	\$ 27,580.00
6A	Type "C3" Asphalt Concrete Leveling (Paving Machine)	660	TON	\$ 97.00	\$ 64,020.00
7A	Type "GG-C" Asphalt Rubber Hot Mix (AHRM-G) Surface Course	2,000	TON	\$ 97.00	\$ 194,000.00
8A	Remove Existing and Reconstruct ADA Curb Ramps with Truncated Domes per CALTRANS STD. PLAN A88A	6	EA	\$ 6,595.00	\$ 39,570.00
9A	Remove Existing and Reconstruct Portland Cement Concrete (PCC) Cross-Gutter, Spandrel, Local Depression, and PCC Pad (8" PCC over 8" CMB)	820	S.F.	\$ 43.60	\$ 35,752.00
10A	Remove and Reconstruct Portland Cement Concrete (PCC) C-6 Curb & Gutter [include 2' Asphalt Concrete (AC) Slot Pave]	1,240	L.F.	\$ 61.00	\$ 75,640.00
11A	Remove and Reconstruct Portland Cement Concrete (PCC) C-8 Curb & Gutter [include 2' Asphalt Concrete (AC) Slot Pave]	330	L.F.	\$ 67.50	\$ 22,275.00
12A	Install Portland Cement Concrete (PCC) Sidewalk [4" PCC over 4" Crushed Miscellaneous Base (CMB)]	1,660	S.F.	\$ 11.70	\$ 19,422.00
13A	Remove and Reconstruct Portland Cement Concrete (PCC) Driveway Approach [6" PCC over 6" Crushed Miscellaneous Base (CMB)]	2,850	S.F.	\$ 26.80	\$ 76,380.00

  
Bidder's Initials



**ATTACHMENT 1**  
**BID ADDENDUM NO. 5**

<b>PROPOSAL BASE BID SCHEDULE (A) [Continued]</b>					
<b>ITEM #</b>	<b>BID ITEM DESCRIPTION</b>	<b>EST. QTY</b>	<b>UNIT</b>	<b>UNIT PRICE (in figures)</b>	<b>ITEMS TOTAL (in figures)</b>
14A	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1	L.S.	\$ 12,566.00	\$ 12,566.00
15A	Install New Blue Raised Pavement Markers (BRPMs)	10	EA	\$ 20.90	\$ 209.00
16A	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1	L.S.	\$ 37,795.00	\$ 37,795.00
17A	Adjust and Reset Existing Survey Monuments and Ties	14	EA	\$ 516.00	\$ 7,224.00
18A1	Adjust Manhole Covers to Grade	55	EA	\$ 991.00	\$ 54,505.00
18A2	Adjust Orange County Sanitation District (OCSD) Manhole Covers to Grade	5	EA	\$ 1,460.00	\$ 7,300.00
19A	Adjust Water Valves to Grade	75	EA	\$ 782.00	\$ 58,650.00
20A	Cold Mill (2" Minimum Depth)	163,000	S.F.	\$ 0.29	\$ 47,270.00
21A	Implement Temporary Traffic Control	1	L.S.	\$ 40,469.00	\$ 40,469.00
22A	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	35	EA	\$ 318.00	\$ 11,130.00
23A	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	30	EA	\$ 292.00	\$ 8,760.00
24A	Paint Red Curb	745	L.F.	\$ 1.40	\$ 1,043.00
<b>TOTAL BASE BID AMOUNT (A) FIGURES: \$</b>				<b>1,061,160.00</b>	

**TOTAL BASE BID AMOUNT (A) (Words):**  
One million sixty-one thousand, one hundred sixty, and zero cents.

**ATTACHMENT 1**  
**BID ADDENDUM NO. 5**

<b>PROPOSAL ADDITIVE BID SCHEDULE (B): WILSON STREET FROM HARBOR BLVD. TO PLACENTIA AVE.</b>					
<b>ITEM #</b>	<b>BID ITEM DESCRIPTION</b>	<b>EST. QTY</b>	<b>UNIT</b>	<b>UNIT PRICE (in figures)</b>	<b>ITEMS TOTAL (in figures)</b>
3B	Procure and Apply Slurry Seal Type II with 2.5% Latex Street Surfacing	70	E.L.T.	\$ 617.00	\$ 43,190.00
4B	Procure and Apply Crack Seal prior to Slurry Seal	1	L.S.	\$ 1,929.00	\$ 1,929.00
5B	Remove & Reconstruct Asphalt Concrete (AC) [6" Minimum Depth, including Excavation] and Replace with 6" AC over 6" Crushed Miscellaneous Base (CMB)	580	TON	\$ 210.00	\$ 121,800.00
6B	Type "C3" Asphalt Concrete Leveling (Paving Machine)	380	TON	\$ 97.00	\$ 36,860.00
7B	Type "GG-C" Asphalt Rubber Hot Mix (AHRM-G) Surface Course	1,300	TON	\$ 97.00	\$ 126,100.00
8B	Remove Existing and Reconstruct ADA Curb Ramps with Truncated Domes per CALTRANS STD. PLAN A88A	2	EA	\$ 7,081.00	\$ 14,162.00
9B	Remove Existing and Reconstruct Portland Cement Concrete (PCC) Cross-Gutter, Spandrel, Local Depression, and PCC Pad (8" PCC over 8" CMB)	1,100	S.F.	\$ 27.20	\$ 29,920.00
10B	Remove and Reconstruct Portland Cement Concrete (PCC) C-6 Curb & Gutter [include 2' Asphalt Concrete (AC) Slot Pave]	120	L.F.	\$ 88.80	\$ 10,656.00
11B	Remove and Reconstruct Portland Cement Concrete (PCC) C-8 Curb & Gutter [include 2' Asphalt Concrete (AC) Slot Pave]	800	L.F.	\$ 69.80	\$ 55,840.00
12B	Install Portland Cement Concrete (PCC) Sidewalk [4" PCC over 4" Crushed Miscellaneous Base (CMB)]	3,140	S.F.	\$ 11.10	34,854.00 <del>\$ 34,854.00</del> MR
13B	Remove and Reconstruct Portland Cement Concrete (PCC) Driveway Approach [6" PCC over 6" Crushed Miscellaneous Base (CMB)]		S.F.	\$ 19.30	\$ 33,389.00

  
Bidder's Initials




**ATTACHMENT 1**  
**BID ADDENDUM NO. 5**

<b>PROPOSAL ADDITIVE BID SCHEDULE (B) [Continued]</b>					
<b>ITEM #</b>	<b>BID ITEM DESCRIPTION</b>	<b>EST. QTY</b>	<b>UNIT</b>	<b>UNIT PRICE (in figures)</b>	<b>ITEMS TOTAL (in figures)</b>
14B	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1	L.S.	\$ 18,021.00	\$ 18,021.00
15B	Install New Blue Raised Pavement Markers (BRPMs)	7	EA	\$ 20.50	\$ 143.50
16B	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1	L.S.	\$ 38,975.00	\$ 38,975.00
17B	Adjust and Reset Existing Survey Monuments and Ties	12	EA	\$ 507.00	\$ 6,084.00
18B	Adjust Manhole Covers to Grade	28	EA	\$ 972.00	\$ 27,216.00
19B	Adjust Water Valves to Grade	40	EA	\$ 767.00	\$ 30,680.00
20B	Cold Mill (2" Minimum Depth)	105,000	S.F.	\$ 0.29	\$ 30,450.00
21B	Implement Temporary Traffic Control	1	L.S.	\$ 9,692.00	\$ 9,692.00
22B	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	5	EA	\$ 312.00	\$ 1,560.00
23B	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	45	EA	\$ 287.00	\$ 12,915.00
24B	Paint Red Curb	460	L.F.	\$ 1.40	\$ 644.00
<b>TOTAL ADDITIVE BID AMOUNT (B) FIGURES:</b>				<b>\$ 685,080.50</b>	

**TOTAL ADDITIVE BID AMOUNT (B) (in Words):**

Six hundred eighty-five thousand, eighty, and fifty cents.

  
Bidder's Initials

**ATTACHMENT 1  
BID ADDENDUM NO. 5**

<b>PROPOSAL ADDITIVE BID SCHEDULE (C)</b> <b>WILSON STREET FROM HARBOR BLVD. TO PLACENTIA AVE.</b> <b>(MEDIAN ISLAND AND CROSSWALK AT WILSON PARK)</b> <b>[SEE SHEET 3 OF THE STRIPING AND MARKING PLANS AT FORDHAM DRIVE]</b>					
ITEM #	BID ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE (in figures)	ITEMS TOTAL (in figures)
C-1	Construct 8" High PCC, Type "B" Curb per City Standard Drawing No. 311	120	L.F.	\$ 55.00	\$ 6,600.00
C-2	Install 8" Depth Decomposed Granite (DG) at Pedestrian Refuge Island	10	C.Y.	\$ 650.00	\$ 6,500.00
C-3	Remove Existing and Reconstruct Concrete Sidewalk (4" Concrete over 4" CMB)	90	S.F.	\$ 35.00	\$ 3,150.00
C-4	Install Truncated Domes (3' X 10')	2	EA	\$ 450.00	\$ 900.00
C-5	Remove Existing and Install ADA Curb Ramps with Truncated Domes per Caltrans Standard Plan A88A	2	EA	\$ 16,000.00	\$ 32,000.00
<b>TOTAL ADDITIVE BID AMOUNT (C) FIGURES:</b>				\$ 49,150.00	

**TOTAL ADDITIVE BID AMOUNT (C) (Words):**  
Fourty nine thousand, one hundred Fifty, and zero cents.

The award of the Contract shall be based on the lowest responsive Base Bid amount. Should the CITY authorize the Base Bid and Additive Bids, then the award amount shall be as specified as the cumulative total of the Base Bid (A), Additive Bid (B), and/or Additive Bid (C) amounts. The CITY also reserves the right to reject all Bids.

  
 Bidder's Initials



**ATTACHMENT 1**

**BID ADDENDUM NO. 5**

**PROPOSAL BID SCHEDULE  
(CONTINUED)**

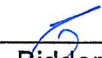
**NOTES:**

1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the Engineer.
4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

5. Bidder declares that it has read and understands Items 14 & 15 of Information for Bidders (Page B-2 and B-3).

  
\_\_\_\_\_  
Bidder's Initials

ATTACHMENT 1

BID ADDENDUM NO. 5

Project and Specification No. 22-01

PROPOSAL SCHEDULE  
(CONTINUED)

(Please Type or Print)

Total Amount for Base Bid (in written words) One Million, Sixty One Thousand, One Hundred - Sixty and Zero Cents

(\$ 1,061,160.00)

Contractor's Lawful Name: All American Asphalt in figures

Bidder's Name: Michael Farkas, Secretary. Bidder's Initials: 

Contractor's License No. 267073 Expiration: 01/31/2024

Contractor's Taxpayer I.D. Number: 95-2595043

Contractor's DIR Registration Number: 1000001051

Signature:  Date: 04/01/22

Contractor's Address: 400 E. Sixth Street, Corona, CA. 92879

Telephone Number: 951-736-7600 Mobile No.: 951-736-7600

Fax Number: 951-736-7646 E-mail: publicworks@allamericanasphalt.com

24-Hour Emergency Contacts:

Doug Harrington, Superintendent.  
Name

Telephone Number: 951-736-7600

Mobile No.: 951-453-9000

Tina Anderson, Dispatch Manager.  
Name


Telephone No.: 951-736-7694

Mobile No.: 951-757-8188

Kimberly Bird, Project Manager.  
Name

Telephone No.: 951-736-7600

Mobile No.: 951-538-6335

  
Bidder's Initials




### PROPOSAL SCHEDULE (CONTINUED)

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

Accompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) in the amount of 10% OF BID AMOUNT (\$ 10%) equal to at least ten (10%) percent of the total bid price, payable to the City of Costa Mesa, to guarantee that within fourteen (14) days after written notice is deposited in the mail, or the bidder has received notice by telephone, the bidder will furnish proper Certificates of Insurance, and required bonds satisfactory to the City and execute a contract in accordance with the proposal and in the manner and form required by the contract documents.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

  
Bidder's Initials

# ATTACHMENT 1

## BID ADDENDUM NO. 5

Project and Specification No. 22-01

Respectfully Submitted,

All American Asphalt  
 Contractor's Business Name  
 400 E. Sixth Street  
 Business Address: Street  
 Corona, CA. 92879  
 City State Zip  
 951-736-7600  
 Business Phone Number  
 Mark Luer, President.  
 Name Title  
 Corona, CA. 92879  
 City State Zip

All American Asphalt, Corporation  
 Contractor Title  
 Signed By Michael Farkas, Secretary. Title  
 267073 Class: A & C12 Expiration Date: 01/31/2024  
 Contractor's License No. and Classification Exp. Date  
 04/01/22  
 Date  
 400 E. Sixth Street, Corona, CA. 92879  
 Residence: Street  
 951-736-7600  
 Residence phone Number

If the bid is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☒ Corporation

Taxpayer I.D. Number: 95-2595043

Name Mark Luer, President.  
 Name Edward J. Carlson, Vice President.  
 Name Michael Farkas, Secretary.

Can Sign

Must Sign



If the bid is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures

Taxpayer I.D. Number: \_\_\_\_\_

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_

If the bidder is a sole proprietorship or other entity that does business under a fictitious name, the bid shall be in the real name of the bidder with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Bidder's Initials

**BID ADDENDUM NO. 5**

Bidder shall signify receipt of all Addenda here, if any:

## CONSTRUCTION PROJECT REFERENCES

**Awarding Agency**

\*\*\*\*\*PLEASE SEE ATTACHED

109



## 2020

### PAST WORK REFERENCES

City of Ontario  
303 East B Street  
Ontario, CA 91764  
Contact: Ariana Kern (909) 395-2129  
[akern@ontarioca.gov](mailto:akern@ontarioca.gov)

2020 Fall Pavement Rehabilitation Project  
Contract Amount: \$2,499,333.00  
Start Date: 07/2020  
End Date: 12/2020

City of Loma Linda  
25541 Barton Road  
Loma Linda, CA 92354  
Contact: T. Jarb Thaipejr (909) 799-4400  
[jthaipejr@lomalinda-ca.gov](mailto:jthaipejr@lomalinda-ca.gov)

Pavement Rehabilitation – Barton Road  
Contract Amount: \$768,677.00  
Start Date: 04/2020  
End Date: 12/2020

City of Jurupa Valley  
8920 Limonite Avenue  
Jurupa Valley, CA 92509  
Contact: Chase Keys (951) 332-6464  
[ckkeys@jurupavalley.org](mailto:ckkeys@jurupavalley.org)

Granite Hill Drive Pavement Rehabilitation  
Contract Amount: \$999,777.00  
Start Date: 04/2020  
End Date: 10/2020

County of Orange  
601 N. Ross Street, 4<sup>th</sup> Floor  
Santa Ana, CA 92701  
Contact: Albert Rodriguez  
[albert.rodriquez@ocpw.ocgov.com](mailto:albert.rodriquez@ocpw.ocgov.com)

JOC Pavement Maintenance  
Contract Amount: \$2,584,747.69  
Start Date: 07/2020  
End Date: 08/2020

City of Compton  
205 S. Willowbrook Avenue  
Compton, CA 90220  
Contact: Brittany Duhn (Z & K Consultants)  
[bduhn@zandkconsultants.com](mailto:bduhn@zandkconsultants.com)

Annual Residential Street Rehabilitation –  
Phase 1  
Contract Amount: \$5,295,068.00  
Start Date: 05/2020  
End Date: 11/2020

City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648  
Contact: Joe Fuentes (714) 536-5259  
[jfuentes@surfcity-hb.org](mailto:jfuentes@surfcity-hb.org)

Arterial Rehabilitation of Graham St, Slater  
Ave, Newland St and Atlanta Ave  
Contract Amount: \$5,181,955.00  
Start Date: 05/2020  
End Date: 11/2020

## 2020

### PAST WORK REFERENCES

City of Newport Beach  
100 Civic Center Drive  
Newport Beach, CA 92660  
Contact: Patricia Kharazmi (949) 644-3344  
[pkharazmi@newportbeachca.gov](mailto:pkharazmi@newportbeachca.gov)

Cameo Highlands Street Reconstruction  
Contract Amount: \$2,425,694.00  
Start Date: 07/2020  
End Time: 11/2020

City of Westminster  
8200 Westminster Boulevard  
Westminster, CA 92683  
Contact: Theresa Tran (714) 548-3460  
[ttran@westminster.ca.gov](mailto:ttran@westminster.ca.gov)

Citywide Overlay Street Improvements  
Contract Amount: \$1,131,621  
Start Date: 02/2020  
End Date: 06/2020

Crescenta Valley Water District  
2700 Foothill Boulevard  
La Crescenta-Montrose, CA 91214  
Contact: Brook Yared (818) 236-4117  
[byared@cvwd.com](mailto:byared@cvwd.com)

Final Paving of Pennsylvania Ave  
Contract Amount: \$82,620.00  
Start Date: 02/2020  
End Date: 04/2020

City of Alhambra  
111 S. 1<sup>st</sup> Street  
Alhambra, CA 91801  
Contact: Robert Bias (626) 580-5000  
[rbias@cityofalhambra.org](mailto:rbias@cityofalhambra.org)

2020 HUD Street Improvements Project  
Contract Amount: \$300,433.00  
Start Date: 06/2020  
End Date: 10/2020

County of Ventura  
800 S. Victoria Avenue, #1600  
Ventura, CA 93009  
Contact: Matt Maechler (805) 477-1911  
[matthew.maechler@ventura.org](mailto:matthew.maechler@ventura.org)

Yerba Buena Rd. (South) Pavement  
Resurfacing  
Contract Amount: \$2,298,467.40  
Start Date: 03/2020  
End Date: 06/2020

City of Camarillo  
601 Carmen Drive  
Camarillo, CA 93010  
Contact: Thang Tran (805) 388-5345  
[ttran@cityofcamarillo.org](mailto:ttran@cityofcamarillo.org)

Earl Joseph Drive Paving  
Contract Amount: \$681,901.50  
Start Date: 06/2020  
End Date: 07/2020

## 2020 PAST WORK REFERENCES

City of Norco  
2870 Clark Avenue  
Norco, CA 92860  
Contact: Sam Nelson (951) 270-5607  
[snelson@ci.norco.ca.us](mailto:snelson@ci.norco.ca.us)

FY 2019-2020 Slurry Seal Project  
Contract Amount: \$147,708.97  
Start Date: 06/2020  
End Date: 12/2020

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92886  
Contact: Martin Varona (714) 744-5563  
[mvarona@cityoforange.org](mailto:mvarona@cityoforange.org)

Annual Slurry Seal FY 19-20 Various  
Locations  
Contract Amount: \$377,737.78  
Start Date: 06/2020  
End Date: 12/2020

Los Angeles County Department  
of Public Works  
900 S. Freemont Avenue  
Alhambra, CA 91803  
Contact: Arthur Chu (310) 348-6448  
[achu@dpw.lacounty.gov](mailto:achu@dpw.lacounty.gov)

Pavement Preservation (Seal Coats) S. Los  
Angeles JOC6680-300.00 – 149<sup>th</sup> & Central  
Rosewood Area Stanford Ave, et al. (Ph.1)  
Contract Amount: \$971,053.10  
Start Date: 09/2020  
End Date: 10/2020

Los Angeles County Department  
of Public Works  
900 S. Freemont Avenue  
Alhambra, CA 91803  
Contact: Christopher Poston (310) 348-6448  
[cposton@dpw.lacounty.gov](mailto:cposton@dpw.lacounty.gov)

Pavement Preservation (Seal Coats) N. Los  
Angeles JOC6679-200.00 – Stevenson  
Ranch – Stevenson Ranch Tract (Ph. 1)  
Contract Amount: \$726,377.38  
Start Date: 08/2020  
End Date: 09/2020

ATTACHMENT 1  
**2019**  
**PAST WORK REFERENCES**

City of Simi Valley  
2929 Tapo Canyon Rd.  
Simi Valley, CA 93063  
Contact: Sarah Sheshebor (805)583-6792  
[sshesheb@simivalley.org](mailto:sshesheb@simivalley.org)

Simi Valley Minor Street Rehabilitation  
Contract Amount: \$510,124.25  
Start Date: 07/2019  
End Date: 08/2019

County of Ventura  
501 Poli Street  
Ventura, CA 93001  
Contact: Christopher Solis (805) 654-2054  
[chris.solis@ventura.org](mailto:chris.solis@ventura.org)

Yerba Buena Area Resurfacing Project  
Contract Amount: \$3,919,808.95  
Start Date: 06/2019  
End Date: 12/2019

City of Stanton  
7800 Katella Avenue  
Stanton, CA. 90680  
Contact: Guillermo Perez (714) 890-4204  
[gperez@ci.stanton.ca.us](mailto:gperez@ci.stanton.ca.us)

2019 Citywide Street Resurfacing  
Contract Amount: \$1,206,869.00  
Start Date: 10/2019  
End Date: 12/2019

City of Compton  
205 S. Willowbrook Avenue  
Compton, CA. 90220  
Contact: John Strickland (310) 605-5505  
[jstrictland@comptoncity.org](mailto:jstrictland@comptoncity.org)

Road Repair Service (Pothole Repair)  
Contract Amount: \$1,019,100.00  
Start Date: 08/2019  
End Date: 11/2019

City of San Clemente  
910 Calle Negocio  
San Clemente, CA. 92673  
Contact: Darra Koger (949) 361-3138  
[kogerD@san-clemente.org](mailto:kogerD@san-clemente.org)

Street Rehabilitation for S. Avenue LA  
Esperanza  
Contract Amount: \$384,055.00  
Start Date: 09/2019  
End Date: 10/2019

City of South Gate  
8650 California Avenue  
South Gate, CA. 90280  
Contact: John Rico (323) 563-9594  
[jrico@sogate.org](mailto:jrico@sogate.org)

Circle Park Driveway Project  
Contract Amount: \$268,576.00  
Start Date: 06/2019  
End Date: 09/2019



ATTACHMENT 1  
**2019**  
**PAST WORK REFERENCES**

Pardee Homes  
1250 Corona Pointe Court, Ste. 600  
Corona, CA. 92879  
Contact: Nick Lasher (951) 428-4442  
[nick.lasher@pardeehomes.com](mailto:nick.lasher@pardeehomes.com)

Railroad Canyon Widening  
Contract Amount: \$5,062,746.00  
Start Date: 11/2018  
End Time: 08/2019

City of Fontana  
8353 Sierra Avenue  
Fontana, CA. 92335  
Contact: Kimberly Young (909) 350-7632  
[kyoung@fontana.org](mailto:kyoung@fontana.org)

Citrus Avenue Improvements  
Contract Amount: \$502,730.00  
Start Date: 08/2018  
End Date: 10/2019

DR Horton  
2280 Wardlow Circle Ste. 100  
Corona, CA. 92880  
Contact: Keith Alex (951) 830-5872  
[kalex@drhorton.com](mailto:kalex@drhorton.com)

Singlton Road  
Contract Amount: \$1,684,000.00  
Start Date: 07/2018  
End Date: 12/2019

Irvine Community Development Company  
550 Newport Center Dr. Ste. 550 B2  
Newport Beach, CA. 92660  
Contact: Mike Morse (949) 720-2560

Portola Springs PA-6 Enclave 5B Phase1, 2  
Contract Amount: \$2,055,055.00  
Start Date: 09/2018  
End Date: 12/2019

City of Downey  
11111 Brookshire Avenue  
Downey, CA. 90241  
Contact: Desi Gutierrez, (562) 904-7110  
[dgutierr@downeyca.org](mailto:dgutierr@downeyca.org)

FY 18/19 Slurry Seal Project  
Contract Amount: \$313,425.87  
Start Date: 06/2019  
End Date: 12/2019



ATTACHMENT 1  
**2019**  
**PAST WORK REFERENCES**

City of Chino  
PO Box 667  
Chino, CA. 91708  
Contact: Austin Postovoit (909) 334-3415  
[apostovoit@cityofchino.org](mailto:apostovoit@cityofchino.org)

Slurry Seal Maintenance Work  
Contract Amount: \$372,805.00  
Start Date: 1/2019  
End Date: 12/2019

City of Lancaster  
44933 Fern Avenue  
Lancaster, CA. 93534  
Contact: Greg Wilson (661) 570-8003  
[gwilson@cityoflancasterca.org](mailto:gwilson@cityoflancasterca.org)

2018 Pavement Management Program  
Contract Amount: \$2,720,103.65  
Start Date: 3/2019  
End Date: 12/2019

City of Colton  
650 N. La Cadena Dr.  
Colton, CA. 92324  
Contact: Victor Ortiz (909) 370-5099  
[vortiz@coltonca.gov](mailto:vortiz@coltonca.gov)

FY 18-19 Asphalt Paving Project  
Contract Amount: \$1,377,700.00  
Start Date: 3/2019  
End Date: 11/2019

City of Cathedral City  
68700 Ave Lalo Guerrero  
Cathedral City, CA. 92234  
Contact: John A. Corella (760) 770-0349  
[jcorella@cathedralcity.gov](mailto:jcorella@cathedralcity.gov)

Ortega Road Widening  
Contract Amount: \$459,998.00  
Start Date: 2/2019  
End Date: 12/2019

City of San Clemente  
910 Calle Negocio  
San Clemente, CA. 92673  
Contact: Gary Voborsky (949) 361-6132  
[voborskyg@san-clemente.org](mailto:voborskyg@san-clemente.org)

Arterial Street Pavement Maintenance  
Contract Amount: \$1,187,187.00  
Start Date: 3/2019  
End Date: 7/2019

# "2018"

## PAST WORK REFERENCES

City of Moreno Valley

14177 Frederick St.

P.O. Box 88005

Moreno Valley, CA 92552

Contact: Henry Ngo, P.E., (951)413-3106

[henryn@moval.org](mailto:henryn@moval.org)

Alessandro Blvd. Street Improvements at  
Chogall Court and Graham Street

Contract Amount: \$445,821.50

Start: 05/2018

Complete: 11/2018

City of Aliso Viejo

12 Journey Street Ste #100

Aliso Viejo, CA 92656

Contact: Mari Shakir, (949)425-2556

[Mshakir@cityofalisoviejo.com](mailto:Mshakir@cityofalisoviejo.com)

Aliso Creek and Road Rehab

Contract Amount: \$657,770.00

Start: 05/2018

Complete: 10/2018

City of Jurupa Valley

8304 Limonite Avenue Suite M

Jurupa Valley, CA 92509

Contact: Chase Keys, (951)332-6464

[ckkeys@jurupavalley.org](mailto:ckkeys@jurupavalley.org)

Van Buren Blvd. Pavement Rehab.- PH2

Contract Amount: \$781,845.00

Start: 08/2018

Complete: 09/2018

City of Irwindale

5050 N. Irwindale Avenue

Irwindale, CA 91706

Contact: Richard Corpis, (626)430-2200

[rcorpis@irwindaleCA.gov](mailto:rcorpis@irwindaleCA.gov)

Irwindale 2017-2018 Resurfacing Project

Contract Amount: \$285,503.10

Start: 07/2018

Complete: 08/2018

# "2018"

## PAST WORK REFERENCES

County of Los Angeles

P.O. Box 7508

Alhambra, CA 91802

Contact: Hoda Hassan, (626)458-3144

[HHASSAN@dpw.lacounty.gov](mailto:HHASSAN@dpw.lacounty.gov)

Pine Canyon Road

Contract Amount: \$3,288,999.00

Start: 06/2018

Complete: 11/2018

City of Rolling Hills Estates

4045 Palos Verdes Drive

Rolling Hills Estates, CA 90274

Contact: Scott Gibson (909)210-0548

[sgibson@hrgreen.com](mailto:sgibson@hrgreen.com)

2017-18 Street Resurfacing Project

Contract Amount: \$1,203,292.50

Start: 03/2018

Finish: 09/2018

City of Huntington Beach

2000 Main Street

Huntington Beach, CA 92648

Contact: Jim Escutia (714)536-5525

[jescutia@surfcity-hb.org](mailto:jescutia@surfcity-hb.org)

Heil and Main Street

Contract Amount: \$2,285,562.00

Start: 11/2017

Finish: 06/2018

City of Fontana

8353 Sierra Avenue

Fontana, CA 92335

Contact: Jazmine Pena (909) 350-6648

[jpena@fontana.org](mailto:jpena@fontana.org)

Valley Blvd. Median Improvement Project

Contract Amount: \$164,715.00

Start: 03/2018

Finish: 05/2018

# "2018"

## PAST WORK REFERENCES

City of Lake Forest

25550 Commercentre Drive

Lake Forest, CA 92630

Contact: Taylor Abernathy, (949)461-3490

[tabernathy@lakeforestca.gov](mailto:tabernathy@lakeforestca.gov)

Bake Parkway at Trabuco Road

Contract Amount: \$121,621.00

Start: 02/2018

Finish: 06/2018

City of La Quinta

74-495 Calle Tampico

La Quinta, CA 92253

Contact: Ubaldo Ayon Jr., (760)777-7051

[uayon@la-quinta.org](mailto:uayon@la-quinta.org)

FY 16-17 Phase 2 Desert Club

Contract amount: \$697,474.76

Start date: 06/2017

Finish date 12/2017

City of Canyon Lake

31516 Railroad Canyon Road

Canyon Lake, CA 92587

Contact: Kenneth Bailey, (951)244-2955

[kennethbailey@caaprofessionals.com](mailto:kennethbailey@caaprofessionals.com)

Slurry Seal FY 2017-2018 Railroad Canyon/  
Canyon Lake Drive

Contract amount: \$263,241.63

Start date: 03/2018

Finish date: 12/2018

City of Newport Beach

100 Civic Center Drive

Newport Beach, CA 92660

Contact: Alfred Castanon, (949) 644-3314

[ACastanon@newportbeachca.gov](mailto:ACastanon@newportbeachca.gov)

West Coast Highway Landscape Improvements,  
Phase 1, Contract No. 7189-1

Contract amount: \$604,284.50

Start date: 06/2018

Finish date: 11/2019

# "2018"

## PAST WORK REFERENCES

Town of Apple Valley

14955 Dale Evans Parkway

Apple Valley, CA 92307

Contact: Rich Berger, (760)240-7000 ext 7530  
[rberger@applevalley.org](mailto:rberger@applevalley.org)

Navajo Road Rehabilitation

Contract amount: \$849,182.00

Start date: 07/2017

Finish date: 12/2017

City of Indian Wells

44-950 Eldorado Drive

Indian Wells, CA 92210

Contact: Ken A. Seumalo, P.E., (760)346-2489,  
[kseumalo@IndianWells.com](mailto:kseumalo@IndianWells.com)

Cook Street Rubberized Pavement Overlay

Contract amount: \$599,599.59

Start date: 05/2018

Finish date: 12/2018

“2017”  
PAST WORK REFERENCES

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City of Rancho Cucamonga  
10500 Civic Center Drive  
Rancho Cucamonga, CA 91730  
Contact: Romeo David, (909)477-2740  
[Romeo.David@cityofrc.us](mailto:Romeo.David@cityofrc.us)

Base Line Rd. Pavement Rehab.  
Contract Amount: \$1,130,470  
Start: 05/2017  
Completed: 07/2017

City Of Temecula  
41000 Main Street  
Temecula, CA 92590  
Contact: William Becerra, (951)694-6444  
[Will.becerra@temecula.gov](mailto:Will.becerra@temecula.gov)

Margarita Road Pavement  
Rehab  
Contract Amount: \$2,577,770  
Start: 05/2017  
Completed: 11/2017

Town Of Apple Valley  
14955 Dale Evans Pkwy  
Apple Valley, CA 92307  
Contact: Rich Berger, (760)240-7000  
[rberger@applevalley.org](mailto:rberger@applevalley.org)

Navajo Road Rehabilitation  
Contract Amount: \$849,182  
Start: 08/2017  
Completed: 11/2017

City Of Victorville  
14343 Civic Dr.  
Victorville, CA 92392  
Contact: Carlos Seanez, (760)955-5162  
[cseanez@victorvilleca.gov](mailto:cseanez@victorvilleca.gov)

Water Warehouse #1 Paving  
Project  
Contract Amount: \$251,008  
Start Date: 04/2017  
Completed: 06/2017

City Of Santee  
10601 Magnolia Ave Building 4  
Santee, CA 92071  
Contact: Toby M. Espinola, P.E., (619)258-4100  
[tobyepinola@cityofsanteeca.gov](mailto:tobyepinola@cityofsanteeca.gov)

Citywide Slurry Seal & Roadway  
Maintenance 2017  
Contract Amount: \$285,061.90  
Start: 06/2017  
Completed: 10/2017



## ATTACHMENT 1

City Of Yucaipa  
34272 Yucaipa Blvd.  
Yucaipa, CA 92399  
Contact: John Larose, (909)797-2489  
[jlarose@yucaipa.org](mailto:jlarose@yucaipa.org)

2015-2016 Micro-Surfacing  
Program Project No.11043  
Contract Amount: \$252,379.06  
Start: 07/2017  
Completed: 08/2017

City Of West Covina  
Eclipse Way & Jennifer Pl  
West Covina, CA 91792  
Contact: Hany Demitri, (626)939-8445  
[Hany.Demitri@westcovina.gov](mailto:Hany.Demitri@westcovina.gov)

Residential Street Rehabilitation  
SP 17038  
Contract Amount: \$469,960.70  
Start: 05/01/17  
Completed: 06/09/2017

City Of Highland  
McKinley Ave & 9<sup>th</sup> St  
San Bernardino, CA 92410  
Contact Name: Carlos Zamano, (909)864-8732  
[czamano@cityofhighland.org](mailto:czamano@cityofhighland.org)

2015-16 CDBG Streets Pavement  
Improvements  
Contract Amount: \$823,389.68  
Start: 06/05/17  
Completed: 10/13/17

County Of Riverside  
2950 Washington Street  
Riverside, CA 92504  
Contact Name: Justin Robbins, (951)955-6885  
[JROBBINS@rctlma.org](mailto:JROBBINS@rctlma.org)

Gilman Springs  
Contract Amount: \$1,662,671.20  
Start: 11/2016  
Completed: 08/2017

City Of Palm Springs  
3400 E. Tahquitz Cyn Way Ste 1  
Palm Springs, CA 92262  
Contact Name: Robert Denning, (541)324-7321  
[Robert.denning@aecom.com](mailto:Robert.denning@aecom.com)

Taxiway J Rehabilitation  
Contract Amount: \$291,482.99  
Start: 09/2017  
Completed: 10/2017

## ATTACHMENT 1

County Of Orange	Pavement Maintenance and Repair
P.O. Box 4048	Contract Amount: \$3,115,000.00
Santa Ana, CA 27074	Start: 08/2016
Contact Name: Rick Cathay, (949)252-5171	Completed: 12/2017
<a href="mailto:RCathey@ocair.com">RCathey@ocair.com</a>	

City Of Anaheim	Santa Ana Streets from Claudia to
200 S. Anaheim Blvd.	Claudia
Anaheim, CA 92805	Contract Amount: \$589,270.00
Contact Name: Bob Palaeologus, (562)879-3602	Start: 06/2016
<a href="mailto:rpalaeologus@simplusmanagement.com">rpalaeologus@simplusmanagement.com</a>	Completed: 12/2017



# ATTACHMENT 1

## BID ADDENDUM NO. 5

Project and Specification No. 22-01

### DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

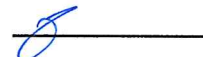
Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

*All information must be filled out and typed. Please use additional pages in this format if needed.*

	<i>Bid Item (s) Number</i>	<i>% Portion of Work</i>	<i>Name, Address and E-mail of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>	<i>DIR Registration Number</i>
	4A & 4B CRACKSEAL	100%	MD Rubberized Crackfill, LLC 32 Rancho Circle Lake Forest, Ca. 92630	986686 EXP. 9/30/23	A	1000006438 EXP. 6/30/22
Striping	14A, 14B, 15A, 15B, 16A, 16B 24A, 24B	100%	Superior Pavement Markings, Inc. 5312 Cypress St. Cypress, Ca 90630 Rebecca@superiorpavementmarkings.com	776306 EXP 8/31/23	C32 C31 C61 D38	1000001476 EXP 6/30/22
	17A&17B Survey	100%	CASE LAND SURVEYING, INC. 614 N. Eckhoff Street Orange, Ca. 92868 clsi@caselandsurveying.com	L5411 EXP. 09/30/22	SURVEYOR	1000001533 EXP. 06/30/22
Loops	22A, 22B, 23A & 23B	100%	SMITHSON ELECTRIC, INC 1938 E. Katella Avenue Orange, Ca. 92876 tom@smithsonelectric.com	6145418 EXP. 03/31/23	CLASS C-10	1000001610 EXP. 06/30/22

By submission of this proposal, the Bidder certifies:

1. That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.



ATTACHMENT 1

BID ADDENDUM NO. 5

Project and Specification No. 22-01

Bidder's Initials

ATTACHMENT 1

BID ADDENDUM NO. 1

Project and Specification No. 22-01

CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

Firm Name: Traffic Loops Crackfilling, Inc. Phone: (714) 520-4026

Address: 946 S Emerald St Fax: (714) 520-4027

Anaheim CA 92804

Contact Person: Mai-Lan Nguyen No. of years in business: 29

Is the firm currently certified as a DBE under 49 CFR Part 26? ☒ YES ☐ NO

Type of work/services/materials provided by firm? Loop Detectors

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☒ Less than \$10 Million
- ☐ Less than \$15 Million
- ☐ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

3.

MN  
Bidder's Initials



## BID ADDENDUM NO. 1

Project and Specification No: 22-01

## CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

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Firm Name: CARTER ENTERPRISES GROUP INC  
DBA PAVEMENT REHAB COMPANY Phone: 714-238-1444  
 Address: 1181 PRINCESS CT  
COSTA MESA, CA 92626 Fax: \_\_\_\_\_

Contact Person: ROBERT STEEN No. of years in business: \_\_\_\_\_

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? CONCRETE, ASPHALT, CRACK SEAL

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million  
☐ Less than \$5 Million  
☐ Less than \$10 Million  
☒ Less than \$15 Million  
☐ More than \$15 Million

This form can be duplicated if necessary to report all bidders (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).

ATTACHMENT 1

BID ADDENDUM NO. 1

Project and Specification No. 22-01

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: Traffic Loops Crackfilling, Inc. Phone: (714) 520-4026

Address: 946 S Emerald St Fax: (714) 520-4027  
Anaheim CA 92804

Contact Person: Mai-Lan Nguyen No. of years in business: 29

Is the firm currently certified as a DBE under 49 CFR Part 26? ☒ YES ☐ NO

Type of work/services/materials provided by firm? Loop Detectors

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☒ Less than \$10 Million
- ☐ Less than \$15 Million
- ☐ More than \$15 Million

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3.

MN  
Bidder's Initials



ATTACHMENT 1

BID ADDENDUM NO. 5

Project and Specification No. 22-01

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: PCI Phone: 562-218-0604

Address: 2868 ORANGE AVENUE STE. 2100  
SIGNAL HILL, CA. 90755 Fax: 625-612-0922

Contact Person: EVAN GURNEY No. of years in business:       

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? SIGNING & STRIPING

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☒ More than \$15 Million

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Bidder's Initials

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BID ADDENDUM NO. 5

Project and Specification No. 22-01

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: Rubberized Crackfiller Sealant, Inc. Phone: 714.843.5192  
Address: 800 E. Walnut Ave. Fullerton, CA. 92831 Fax: 714.843.5194

Contact Person: Ron Bieber, President No. of years in business: 30

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? Crack Seal

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☒ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☐ More than \$15 Million

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3.

IN  
Bidder's Initials

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BID ADDENDUM NO. 5

Project and Specification No. 22-01

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: SMITHSON ELECTRIC, INC. Phone: 714-977-9556

Address: 1938 E. KATELLA AVENUE Fax: 714-997-9559  
ORNAGE, CA. 92867

Contact Person: PATRICK T. SMITHSON No. of years in business: 33

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? INSTALLATION OF TRAFFIC LOOP DETECTORS

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☒ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☐ More than \$15 Million

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Bidder's Initials



ATTACHMENT 1

BID ADDENDUM NO. 5

Project and Specification No. 22-01

CITY OF COSTA MESA BIDDERS LIST

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Firm Name: CL SURVEYING AND MAPPING, INC. Phone: 909-484-4200

Address: 400 EAST RINCON STREET SUITE 202 Fax: 909-848-4229  
CORONA, CA. 92879

Contact Person: LAM LE No. of years in business: 15

Is the firm currently certified as a DBE under 49 CFR Part 26? ☒ YES ☐ NO

Type of work/services/materials provided by firm?

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☒ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☐ More than \$15 Million

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Bidder's Initials

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BID ADDENDUM NO. 5

Project and Specification No. 22-01

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Firm Name: CHRISP COMPANY Phone: 909-746-0356

Address: 2280 SOUTH LILAC AVENUE Fax: 909-746-0354

BLOOMINGTON, LA. 92316

Contact Person: TREVOR OESTERBLOD No. of years in business: 43

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO


Type of work/services/materials provided by firm? STRIPING & SIGNAGE

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
- ☒ More than \$15 Million

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BID ADDENDUM NO. 5

Project and Specification No. 22-01

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Firm Name: SUPERIOR PAVEMENT MARKINGS, INC. Phone: 714-995-9100

Address: 5312 CYPRESS STREET Fax: 714-955-9400

CYPRESS, CA. 90630

Contact Person: DARREN VELTZ No. of years in business: 22

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO


Type of work/services/materials provided by firm? STRIPING, MARKINGS & SIGNAGE

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
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## BID ADDENDUM NO. 5

Project and Specification No. 22-01

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Firm Name: MD RUBBERIZED CRACK FILL INC. Phone: (949) 273-6130

Address: 32 RANCHO CIRCLE Fax: (949) 446-4454  
LAKE FOREST CA. 92630

Contact Person: MIKE MORGAN No. of years in business: 9

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO

Type of work/services/materials provided by firm? RUBBERIZED CRACK SEAL

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million  
☒ Less than \$5 Million  
☐ Less than \$10 Million  
☐ Less than \$15 Million  
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Bidder's Initials

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Project and Specification No. 22-01

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Firm Name: SUPERIOR PAVEMENT MARKINGS, INC. Phone: 714-995-9100

Address: 5312 CYPRESS STREET Fax: 714-955-9400

CYPRESS, CA. 90630

Contact Person: DARREN VELTZ No. of years in business: 22

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO


Type of work/services/materials provided by firm? STRIPING, MARKINGS & SIGNAGE

What was your firm's Gross Annual receipts for last year?

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BID ADDENDUM NO. 5

Project and Specification No. 22-01

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Firm Name: PCI Phone: 562-218-0604

Address: 2868 ORANGE AVENUE STE. 2100  
SIGNAL HILL, CA. 90755 Fax: 625-612-0922

Contact Person: EVAN GURNEY No. of years in business:       

Is the firm currently certified as a DBE under 49 CFR Part 26? ☐ YES ☒ NO


Type of work/services/materials provided by firm? SIGNING & STRIPING

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 Million
- ☐ Less than \$5 Million
- ☐ Less than \$10 Million
- ☐ Less than \$15 Million
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Bidder's Initials



## ATTACHMENT 1


### BID ADDENDUM NO. 5

Project and Specification No. 22-01

#### CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.

  
Bidder's Initials



## BID ADDENDUM NO. 5

Project and Specification No. 22-01

## NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

All American Asphalt

Contractor Firm Name

Michael Farkas

Name of Principal

Secretary

Title

Signature

Subscribed and sworn to before me by:

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public

Bidder's Initials

**CALIFORNIA JURAT****GOV CODE § 8202**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

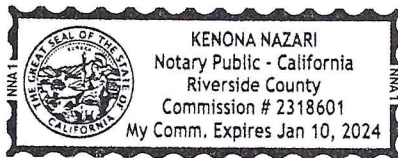
Subscribed and sworn to (or affirmed) before  
me on this 1st day of April, 2022.  
Date Month

By (1) Michael Farkas  
Name of Signer

Proved to me on the basis of satisfactory evidence  
be the person who appeared before me (.) (,)

(and

(2) \_\_\_\_\_  
Name of Signer



Place Notary Seal Above

Proved to me on the basis of satisfactory evidence  
be the person who appeared before me.)

Signature *Kenona Nazari*  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove  
valuable to person relying on the document and could prevent  
fraudulent removal and reattachment of this form to another document.

**Further Description of Any Attached Document**Title or Type of Document Non-CollusionDocument Date: 04-1-2022 Number of Pages: 1Signer(s) Other Than Named Above: NoneRIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

ATTACHMENT 1

BID ADDENDUM NO. 5


Project and Specification No. 22-01

**CONTRACTOR'S CERTIFICATION  
OF  
WORKERS' COMPENSATION INSURANCE REQUIREMENTS  
FOR  
PUBLIC WORKS PROJECTS  
(Labor Code §1861)**

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: 04/01/22

CONTRACTOR



Michael Farkas, Secretary.

All American Asphalt

Company Name

PROJECT: WILSON STREET IMPROVEMENT PROJECT,  
CITY PROJECT 22-01 (CDBG)

  
Bidder's Initials

**ATTACHMENT 1**


**BID ADDENDUM NO. 5**

Project and Specification No. 22-01

**DRUG-FREE WORKPLACE POLICY**

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications.

  
Bidder's Initials



# ATTACHMENT 1

## BID ADDENDUM NO. 5

Project and Specification No. 22-01



### BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount

### \*\*Not Applicable

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Bidder/Applicant/Proposer

All American Asphalt  
Michael Farkas, Secretary.

04/01/22

Date

  
Bidder's Initials

**ATTACHMENT 1**  
**BID ADDENDUM NO. 5**

**SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION  
PROJECTS**

Refer to "FR" pages within the Special Provisions Section and the following seven (7) pages.



**Federal Requirements  
(BID PROPOSAL)**

***Federal Lobbying Restrictions:***

Section 1352, Title 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than federal funds have been paid for the same purposes in connection with this federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for federal-aid contracts regarding payment of funds to lobby Congress or a federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

## ATTACHMENT 1

### BID ADDENDUM NO. 5

#### **Design Engineer May Not Bid On Construction Contract**

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

**ATTACHMENT 1**

**BID ADDENDUM NO. 5**

**DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

---

BID ADDENDUM NO. 5

**NONLOBBYING CERTIFICATION  
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



# ATTACHMENT 1

## BID ADDENDUM NO. 5

### DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Lobbying Entity</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subaward Tier _____ known	<b>5. Reporting Entity in No. 4 is Subawardee, Name and Address of Prime:</b>	
<b>6. Federal Department/Agency:</b> Congressional District, if known _____	<b>Federal Program Name/Description:</b> Congressional District, if known _____	
<b>8. Federal Action Number:</b> _____	<b>9. Award Amount, if known:</b> _____	
<b>10. a. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)	
<b>***NOT APPLICABLE</b> (attach Continuation Sheet(s) if necessary)		
<b>11. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) if necessary)		
<b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature: _____ Print Name: <u>Michael Farkas</u> Title: <u>Secretary</u> Telephone No.: <u>951-763-7600</u> Date: <u>04/01/22</u>		Authorized for Local Reproduction Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

Proposal

## ATTACHMENT 1

### BID ADDENDUM NO. 5

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

Proposal



## ATTACHMENT 1

### BID ADDENDUM NO. 5

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

ATTACHMENT 1

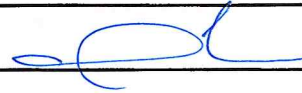
BID ADDENDUM NO. 5

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 04/01/22



All American Asphalt



Michael Farkas, Secretary.

Signature and Title of Bidder

Business Address PO Box 2229, Corona, Ca. 92878

Place of Business 400 E. Sixth Street, Corona, CA. 92879

Place of Residence Corona, CA. 92879

**PUBLIC CONTRACT CODE**

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, 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 a safety regulation?

Yes \_\_\_\_ No X

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

**PUBLIC CONTRACT CODE 10232 STATEMENT**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



**AFFIRMATIVE ACTION QUESTIONNAIRE  
ORDINANCE NUMBER 1451**

Paragraph B.1, Section 1.

1. All contractors and subcontractors shall submit for approval to the Affirmative Action Officer of the City and Federal Government, when necessary, prior to the award of a contract, a written Affirmative Action Program in which the contractor or subcontractor, as the case may be, agrees to meet the following minimum requirements:
  - a. The contractor or subcontractor shall recruit and hire a work force that reflects the ethnic composition of the resident population of the City. The most current census data shall be used as a guide in determining such required composition. In order to further the purpose of the project, the work force shall be recruited from the following areas in the order of their priority:
    1. The resident population of the official target areas of the City, as may be designated by the Affirmative Action Department or the Council;
    2. The resident population of the City as a whole; and
    3. No contractor or subcontractor shall be found to be in noncompliance solely on account of its goals within its timetable, but such contractors shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified in Paragraph B, Subsection I, and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority and residential manpower utilization on all of its projects in the Costa Mesa community;
    4. The resident population of the unincorporated areas of the County contiguous to the City.
  - b. The contractor and all subcontractors shall be required to establish a plan for the hiring of minority workers. Such a plan shall include referral procedures for hiring programs, or any other comparable programs. The contractor or subcontractor pursuant to any such plan shall utilize any applicable Federal or locally subsidized program for the training and hiring of minority workers.
2. Upon acceptance of the respective Affirmative Action Programs by the Affirmative Action Officer of the City, such programs shall become a part of the contractor's and subcontractor's contracts as if fully set forth in its terms and conditions.

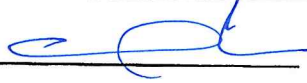
ATTACHMENT 1

BID ADDENDUM NO. 5

3. Compliance with the Affirmative Action Program Requirements shall be measured from the initial day of performance under the contract.

Title of Officer Signing Michael Farkas, Secretary.

Signature



Date

04/01/22

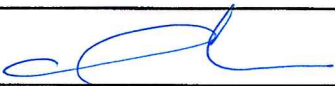
IMPORTANT: This report must be completed by the prime contractor and each subcontractor. Complete all items unless otherwise instructed. If additional space is needed, use separate 8-1/2 x 11 blank sheets. SUBMIT ORIGINAL OF THIS QUESTIONNAIRE TO: City Manager, City Manager's Office, P.O. Box 1200, Costa Mesa, California 92626.



ATTACHMENT 1

BID ADDENDUM NO. 5

Part I            Prime Contractor Al American Asphalt  
Subcontractor

1. Name and address of reporting unit covered by this questionnaire.  
All American Asphalt 400 E. Sixth Street, Corona, CA. 92879
2. Name and address of principal official or manager.  
Edward J. Carlson, Vice President. 400 E. Sixth Street, Corona, Ca. 92879. 951-736-7600
3. Name and address of principal officer of the company.  
Marke Luer, President. 400 E. Sixth Street Corona, CA. 92879
4. Name and address of parent company if an affiliated corporation.  
N/A
5. Name and address of subcontractor(s). (Complete only if this is a subcontractor's report.)  
To Follow
6. Name and address of prime contractor. (Complete only if this is a subcontractor's report.)  
All American Asphalt 400 E. Sixth Street, Corona, CA. 92879
7.   
Signature and Title of Authorized Representative Michael Farkas, Secretary.
8. 04/01/22  
Date

Part II

1. Attach a statement of your company's policy on equal employment opportunity to all persons without regard to race, creed, color, national origin, or ancestry and describe what specific steps have been taken to put this policy into effect.
2. Have you informed company officials and representatives regarding the nondiscrimination provisions of City of Costa Mesa contracts? Yes



ALL AMERICAN ASPHALT  
ALL AMERICAN AGGREGATES

1001 S. 10TH STREET, SUITE 100  
TAMPA, FL 33604  
813-241-1001  
WWW.AAASPHALT.COM

EEO-AFFIRMATIVE ACTION PROGRAM - BASIC POLICY

TO ALL AMERICAN ASPHALT PERSONNEL:

IT IS THE STATED POLICY OF ALL AMERICAN ASPHALT THAT ALL EMPLOYEES AND APPLICANTS SHALL RECEIVE EQUAL CONSIDERATION AND TREATMENT. ALL RECRUITMENT, HIRING, PLACEMENT, TRANSFER AND PROMOTIONS WILL BE ON THE BASIS OF QUALIFICATIONS OF THE INDIVIDUAL FOR THE POSITION BEING FILLED WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV AND AIDS), MEDICAL CONDITION (CANCER AND GENETIC CHARACTERISTICS), AND/OR AGE (40 AND OVER). ALL OTHER PERSONNEL ACTIONS, SUCH AS COMPENSATION, BENEFITS, LAYOFFS, RETURN FROM LAYOFF, TERMINATION'S, TRAINING AND SOCIAL AND RECREATIONAL PROGRAMS ARE ADMINISTERED WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV AND AIDS), MEDICAL CONDITION (CANCER AND GENETIC CHARACTERISTICS), AND/OR AGE (40 AND OVER).

EQUAL OPPORTUNITY IS A CONTINUING EFFORT AND REQUIRES THE FULL SUPPORT OF ALL OF US TO ENSURE THE DEVELOPMENT OF OUR MINORITY AND FEMALE EMPLOYEES. EACH POSSIBILITY TO HIRE OR PROMOTE SHOULD BE VIEWED AS AN OPPORTUNITY TOWARD OUR GOAL OF A FULLER UTILIZATION OF OUR MINORITY AND FEMALE EMPLOYEES. EACH MANAGER WILL COMMUNICATE TO EMPLOYEES THAT OUR COMMITMENT TO AN AFFIRMATIVE ACTION PROGRAM IS REAL, IS SUPPORTED BY OUR COMPANY, AND HAS A HIGH PRIORITY. WE ENCOURAGE ALL OF OUR EMPLOYEES TO PARTICIPATE IN THIS EFFORT BY ENCOURAGING MINORITIES AND FEMALES TO APPLY FOR EMPLOYMENT AND TO SEEK PROMOTIONS.

FOR ASSISTANCE IN THE EQUAL OPPORTUNITY PROGRAM, MANAGERS AND EMPLOYEES SHOULD CONTACT MARK LUER, EEO COORDINATOR AT (951) 736-7600. HE HAS THE SPECIFIC RESPONSIBILITIES TO MONITOR AND ASSESS THE PROGRESS FOR OUR EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

MARK LUER  
PRESIDENT

ATTACHMENT 1

BID ADDENDUM NO. 5

3. Have you examined your company's practices regarding assignments, layoffs, or transfers of your employees from one job to another for evidence of practice or employment pattern that might appear to be discriminatory and based upon race, religion, or national origin? Are they nondiscriminatory? Yes & Nondiscriminatory
4. Do you have educational or training programs sponsored or financed for the benefit of employees or prospective employees? Yes - Safety Programs
- a) How many people participate in these programs? 100%
- b) How many are minorities? 85%
- c) Does your help wanted advertising state that you are an equal opportunity employer, male or female? Yes
5. Are any apprentices obtained from sources outside the employer's work force? Yes If yes, have you circulated information about apprenticeship openings or opportunities to the following?

State Employment Office N/A

Newspapers or other media Advertisement online & send letters

High schools, including those in minority group areas N/A

Local trade or vocational schools, including those with minority group students

682 Laborers Union - E. Chesnut Avenue, Santa Ana, Ca. 92701

Agencies and/or organizations specializing in minority employment Local 652 Laborers Union

Federal or State apprenticeship representatives \_\_\_\_\_

Name Frank Ramaro 714-542-7203

Other - Name \_\_\_\_\_

6. If you are a prime contractor, have all subcontractors covered by these compliance inspection reports been instructed as to their contractual obligations relating to the nondiscrimination provisions of the City of Costa Mesa contracts? Yes
7. Have all recruitment sources been advised that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin? Yes
8. Identify (names and addresses) the employment agencies, personal recruitment organizations, newspaper advertising or other nonunion sources from which the company recruits its personnel.

N/A - Apprentices recieved from union recruiter

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



ATTACHMENT 1

BID ADDENDUM NO. 5

Part III

1. Have you a collective bargaining agreement with a labor union or other organization?

Yes

2. If yes, specify the union(s) or organization(s).

652 Laborers Union E. Chestnut Avenue, Santa Ana, Ca. 92701

3. Have you advised the labor union and/or worker organization of the company's responsibility under the nondiscrimination provisions of City contracts?

Yes

4. Approximately what percentage of your employees covered by union agreements are referred by or hired through the unions?

Only hire through our union / 100% Field Personnel Are Union

5. Does the company's collective bargaining agreement or other contract or understanding with a labor union (or unions) or other worker organization include a nondiscrimination in employment provision? Yes

6. Is there any labor union or worker organization policy which prevents you from fulfilling your obligations under the nondiscrimination provisions of City contracts?

No

If so, specify N/A

7. Specify the trade(s) or craft(s) involved in this contract.

Cement Masons, Laborers and Operators



[Home](#)

## Case Search Results

### International Union of Operating Engineers, Local Union No. 12 (All American Asphalt)

[Follow](#)

**Case Number:** 21-CB-292675

**Location:** Corona, CA

**Date Filed:** 03/21/2022

**Region Assigned:** Region 21, Los


**Status:** Open

Angeles, California

#### Docket Activity

Items per page

10

Date 	Document	Issued/Filed By
03/22/2022	Initial Letter to Employer in C Case*	NLRB - GC
03/22/2022	Initial Letter to Charging Party*	NLRB - GC
03/22/2022	Initial Letter to Charged Party*	NLRB - GC
03/21/2022	Signed Charge Against Union*	Charging Party

The Docket Activity list does not reflect all actions in this case.

\* This document may require redactions before it can be viewed. To obtain a copy, please file a request through our [FOIA Branch](#).

## Related Documents

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Related Documents data is not available.

## Allegations

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- 8(b)(1)(A) Duty of Fair Representation, incl'g Superseniority, denial of access

## Participants

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Participant	Address	Phone
<b>Charging Party</b>	700 S. Flower Street	(213)431-6209
Legal Representative	10th Floor, #1067	.
Okadigbo, Chaka	Los Angeles, CA	
HKM Employment	90017	
Attorneys LLP		
<b>Charged Party /</b>	PASADENA, CA	
<b>Respondent</b>	91103	
Union		
INTERNATIONAL UNION		
OF OPERATING		
ENGINEERS, LOCAL 12,		
AFL-CIO		
<b>Charging Party</b>		
Individual		



Participant	Address	Phone
<b>Involved Party</b>	Corona, CA	
Employer	92878	
All American Asphalt		

## Related Cases

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Related Cases data is not available.

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ATTACHMENT 1

BID ADDENDUM NO. 5

**CERTIFICATION WITH REGARD TO THE PERFORMANCE  
OF PREVIOUS CONTRACTS OR SUBCONTRACTS  
SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE  
AND THE FILING OF REQUIRED REPORTS**

The bidder All American Asphalt,  
proposed subcontractor \_\_\_\_\_,  
hereby certifies that he has X, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.



# ATTACHMENT 1

## Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
MD Rubberized Crackfill, LLC 32 Rancho Circle	4A & 4B <b>CRACK SEAL</b>	CRACKSEAL SUBCONTRACT AMOUNT: \$ 19,500.00	100%	986686 EXP. 9/30/23 1000006438 EXP. 6/30/22	N	N/A	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
Superior Pavement Markings, Inc. 5312 Cypress Street Cypress, Ca. 90630	14A,14B,15A,15B,16A,16B,24A,25B <b>STRIPING</b>	STRIPING SUBCONTRACT AMOUNT: \$	100%	776306 EXP. 08/31/23 1000001476 EXP. 06/30/22	N	N/A	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million Age of Firm in years
CASELAND SURVEYING, INC. 614 N. ECKHOFF STREET ORANGE, CA. 92868	17A & 17B <b>SURVEY</b>	SURVEY SUBCONTRACT AMOUNT: \$	100%	L5411 EXP. 1000001533 EXP. 06/30/22	N	N/A	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
SMITHSON ELECTRIC, INC. 1938 E. KATELLA AVE. ORNAGE, CA. 92867	22A,22B,23A,23B <b>LOOPS</b>	SURVEY SUBCONTRACT AMOUNT: \$	100%	6145418 EXP. 03/31/23 1000001610 EXP. 06/30/22	N	N/A	<input checked="" type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
NAME							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
City, State							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
NAME							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
City, State							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
NAME							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
City, State							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
NAME							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
City, State							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

# ATTACHMENT 1

## Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 22-01

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
CL SURVEYING AND MAPPING, INC. 400 E. RINCON STREET STE. 202 CORONA, CA. 92879	17A & 17B <b>SURVEY</b>	<b>SURVEY:</b> \$20,000.00	100%	SURVEYOR:8231 1000007166 EXP. 6/30/22	Y	38284	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
BC Trtraffic Secialist 13261 Garden Grove Blvd. Garden Grove, Ca. 92843	22A,22B,23A, 23B Loops	\$129,900.25	100%	877686 1000005503	N		<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
Rubberized Crackfiller Sealant, Inc. 800 E. Walnut Ave. Fullerton, CA. 92831	4A & 4B <b>CRACK SEAL</b>	<b>CRACKSEAL:</b> \$	100%	998877 Exp. 11/30/22 1000010726 Exp. 6/30/22			<input checked="" type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
Pavement Rehab Company 1181 Princess Ct. Costa Mesa, Ca. 92626	4A & 4B <b>CRACK SEAL</b>	<b>CRACKSEAL:</b> \$ \$19,500.00	100%	1051374 1000064823	N		<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
PCI 2896 ORANGE AVENUE STE. 210 SIGNAL HILL, CA.	14A,14B,15A,15B, 16A,16B,24A,24B <b>STRIPING</b>	<b>STRIPING:</b> \$	100%	415490 EXP. 7/31/23 1000813536 EXP. 6/30/22	N		<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
CHRISP COMPANY 2280 SOUTH LILAC AVENUE BLOOMINGTON, CA. 92316	14A,14B,15A,15B, 16A,16B,24A,24B <b>STRIPING</b>	<b>STRIPING:</b> \$	100%	374600 EXP. 05/31/23 1000000306 EXP. 6/30/22	N		<input checked="" type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
TRAFFIC LOOPS CRACKFILLING, INC. 946 S. EMEALD STREET ANAHEIM, CA. 92804	22A,22B,23A,23B <b>LOOPS</b>	<b>LOOPS:</b> \$ 39,500.00	100%	652956 EXP. 8/31/22 1000003794 EXP. 6/30/22	Y	38033	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
NAME							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
City, State							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
NAME							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
City, State							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package



# ATTACHMENT 1

## EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: CITY OF COSTA MESA 2. Contract DBE Goal: N/A  
 3. Project Description: Street Improvements, Signing and Striping Modifications, Instaliton of New Concrete  
 4. Project Location: Wilson Street  
 5. Bidder's Name: All American Asphalt 6. Prime Certified DBE: ☐ 7. Bid Amount: \$1,795,390.50  
 8. Total Dollar Amount for ALL Subcontractors: \$179,117.75 9. Total Number of ALL Subcontractors: 4

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
<b>Local Agency to Complete this Section upon Execution of Award</b> 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 29. Phone _____ 30. Local Agency Representative's Title _____			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>  0.00%  0.00%	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective Item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.  <div style="display: flex; justify-content: space-between;"> <div>                         16. Preparer's Signature _____                          Michael Farkas                          18. Preparer's Name                          Secretary                          20. Preparer's Title                     </div> <div>                         17. Date <u>04/01/22</u>                          19. Phone <u>951-736-7600</u> </div> </div>

DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.  
 3. Include additional copy with award package.



## EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 04/04 @2 PM PE/CEFederal-aid Project No(s). 22-01 Bid Opening Date 04/04/ @ 2 PM CON

The All American Asphalt established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
****PLEASE SEE ATTACHED GOOD FAITH	

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
***PLEASE SEE ATTACHED GOOD FAITH OUTREACH LOG		

# ATTACHMENT 1

## BID ADDENDUM NO. 5

Local Assistance Procedures Manual

Exhibit 15-H  
Proposer/Contractor Good Faith Effort

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
4A & 4B	Pick N	CRACK SEAL		0.00% 1.09%
14A, 14B, 15A, 15B, 16A, 16B, 24A, & 25B	Pick N	STRIPING		0.00% 5.90%
17A & 17B	Pick N	SURVEY		0.00% 1.27%
22A, 22B, 23A & 23B	Pick N	LOOPS		0.00% 1.85%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs: CL SURVEYING AND MAPPING, INC.

PCI

BC Traffic Specialist - Prices

CHRISP COMPANY

TRAFFIC LOOPS CRACKFILLING, INC. - PRICING

Pavement Rehab Company - Prices

Traffic Loops Crackfilling, Inc

Names, addresses and phone numbers of firms selected for the work above:

CL SURVEYING AND MAPPING, INC.  
614 N. ECKHOFF STREET  
ORANGE, CA. 92868

CHRISP COMPANY  
2280 SOUTH LILAC AVENUE  
BLOOMINGTON, CA. 92316

Traffic Loops Crackfilling, Inc  
946 S. EMEALD STREET  
ANAHEIM, CA. 92804

PCI  
2868 ORANGE AVENUE STE. 2100  
SIGNAL HILL, CA. 90755

TRAFFIC LOOPS CRACKFILLING, INC.  
946 S. EMERALD STREET  
ANAHEIM, CA. 92804

BC Traffic Specialist  
13261 Garden Grove Blvd.  
Garden Grove, Ca. 92843

Pavement Rehab Company  
1181 Princess Ct.  
Costa Mesa, Ca. 92626

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

\*\*\*\*PLEASE SEE ATTACHED GOOD FAITH EFFORTS  
-LETTERS  
-ADVERTISEMENT

# ATTACHMENT 1

## BID ADDENDUM NO. 5

Local Assistance Procedures Manual

Exhibit 15-H  
Proposer/Contractor Good Faith Effort

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

\*\*\* PLEASE SEE ATTACHED GOOD FAITH  
LETTERS & ADVERTISEMNT

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
****PLEASE SEE ATTACHED GOOD FAITH		

- H. Any additional data to support a demonstration of good faith efforts:

\*\*\*\*PLEASE SEE ATTACHED GOOD FAITH EFFORTS  
-LETTERS  
-ADVERTISEMENT

## ATTACHMENT 1



Contractor Name: All American Asphalt Bid Date: 03/31/22 @ 2:00 PM  
 Job Name: WILSON STREET IMPROVEMENTS, NO. 22-01 (CDBG)

**DBE / SEC. 3 Business Contact Log**  
**for Documenting Contact with: DBE & SEC. 3 Local Businesses**

Date	Time	Mode of Contact	Company	Phone or Fax (if fax was sent)	Contact Person	Results of Conversation
3/29/2022	11:15 AM	Fed Ex	Global Road Sealing, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	CAT Tracking, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	Mission Paving and Sealing, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	California Professional Engineering, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	CL Surveying and Mapping	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	Caseland Surveying, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	Traffic Loops Crackfilling, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	CEI Construction Division of Crescendo Electronic, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	Smithson Electric, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	E-Nor Innovations	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	Payco Specialities, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	All for 1 Engineering	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	J&S Striping	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	Super Seal and Striping	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	Abratique & Associates, Inc.	See Attached	Estimating	See Attached
3/29/2022	11:15 AM	Fed Ex	J&S Striping	See Attached	Estimating	See Attached





ALL AMERICAN ASPHALT  
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671  
P.O. BOX 2229 CORONA, CA 92878-2229  
CONTRACTORS LICENSE #267073 AC13  
DIR #1000001051

March 29, 2022

Global Road Sealing, Inc.  
10832 Dorothy Avenue  
Garden Grove, Ca. 92843

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thursday March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to [publicworks@allamericanasphalt.com](mailto:publicworks@allamericanasphalt.com).

Sincerely,

Mackenzie Ruff  
Project Manager Assistant



ORIGIN ID: ONTA (951) 736-7600 KENONA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/NET4460
<b>TO ESTIMATING</b> <b>GLOBAL ROAD SEALING</b> <b>10832 DORTHY AVE.</b>		<b>BILL SENDER</b>
<b>GARDEN GROVE CA 92843</b> INV: (000) 000-0000 REF: GOOD FAITH - COSTA MESA PO: DEPT:		
 		
TRK# 7764 2941 9389 0201	WED - 30 MAR 4:30P STANDARD OVERNIGHT	
<b>WZ APVA</b> CA-US <b>92843</b> <b>SNA</b>		

56DJ11E3B/FE4A

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T 951-736-7600 F 951-739-4671  
PO BOX 2229 CORONA, CA 92678-2229  
CONTRACTORS LICENSE #267073 AC12  
DIR #1000001051

March 29, 2022

Servitek Electric  
385 Lemon Avenue 243  
Walnut, CA. 91789

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thursday March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to [publicworks@allamericanasphalt.com](mailto:publicworks@allamericanasphalt.com).

Sincerely,

Mackenzie Ruff  
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600 KENONA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/INET 4460
<b>TO ESTIMATING</b> <b>SERVITEK ELECTRIC</b> <b>385 LEMON AVENUE STE 243</b> <b>WALNUT CA 91789</b> (000) 000-0000 INV: REF: GOOD FAITH - COSTAMESA PO: DEPT:		<b>BILL SENDER</b>

TRK# 0201 <b>7764 2949 0117</b> <b>WZ POCA</b> CA-US <b>LAX</b> <b>91789</b>	<b>WED - 30 MAR 10:30A</b> <b>PRIORITY OVERNIGHT</b>
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ALL AMERICAN ASPHALT  
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671  
PO BOX 2229 CORONA, CA 92878-2229  
CONTRACTORS LICENSE #267073 AC/E  
DIR #1000001051

March 29, 2022

CAT Tracking, Inc.  
17 Commercial Avenue  
Riverside, Ca. 92507

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thursday March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to [publicworks@allamericanasphalt.com](mailto:publicworks@allamericanasphalt.com).

Sincerely,

Mackenzie Ruff  
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600 KENONIA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/INET4460
<b>TO ESTIMATING</b> <b>CAT TRACKING, INC</b> <b>17 COMMERCIAL AVENUE</b> <b>RIVERSIDE CA 92507</b> (000) 000-0000 INV: REF: GOOD FAITH - COSTA MESA PO: DEPT:		<b>BILL SENDER</b>
		
		
J221022010501uv		
TRK# 7764 2951 6496 0201		WED - 30 MAR 10:30A PRIORITY OVERNIGHT
<b>WMM MERA</b> CA-US SBD 92507		

56DJ1/1E3B/FE4A

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ALL AMERICAN ASPHALT  
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671  
PO BOX 2229 CORONA, CA 92878-2229  
CONTRACTORS LICENSE #267073 AC12  
DIR #1000001051

March 29, 2022

Mission Paving and Sealing, Inc.  
12747 Schabarum Avenue  
Irwindale, Ca. 91706

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thursday March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to [publicworks@allamericanasphalt.com](mailto:publicworks@allamericanasphalt.com).

Sincerely,

Mackenzie Ruff  
Project Manager Assistant

ORIGIN D:ONTA (951) 736-7600 KENONA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/INET4460
TO ESTIMATING MISSION PAVING AND SEALING, INC 12747 SCHABARUM AVE IRWINDALE CA 91706 (000) 000-0000 INV: REF: GOOD FAITH - COSTAMESA PO: DEPT:		BILL SENDER
		
		
J221022010501uv		
TRK# 7764 2953 2698 0207		WED - 30 MAR 10:30A PRIORITY OVERNIGHT
WZ RBFA CA-US LAX 91706		
		

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ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-736-4671  
PO. BOX 2229 CORONA, CA 92878-2229  
CONTRACTORS LICENSE #267073 AC12  
DIR #1100001051

March 29, 2022

California Professional Engineering, Inc.  
19062 San Jose Avenue  
La Puente, Ca. 91748

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thursday March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to [publicworks@allamericanasphalt.com](mailto:publicworks@allamericanasphalt.com).

Sincerely,

Mackenzie Ruff  
Project Manager Assistant



ORIGIN ID: ONTA (951) 736-7600 KENONA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/INET4460
<b>TO ESTIMATING</b> <b>CALIFORNIA PROFESSIONAL ENGINEERING</b> <b>19062 SAN JOSE AVENUE</b>		
<b>LA PUENTE CA 91748</b> (626) 810-1338 INV: REF: BID LETTER - COSTAMESA PO: DEPT:		
 		
TRK# 7764 2939 2610 0201	WED - 30 MAR 4:30P STANDARD OVERNIGHT	91748 CA-US LAX
		

56DJ11E3B/FE4A

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T 951-736-7600 F 951-739-4671  
PO BOX 2229 CORONA, CA 92878-2229  
CONTRACTORS LICENSE #267073 ACL2  
DIR #1000001051

March 29, 2022

CL Surveying and Mapping  
400 E. Rincon Street Ste. 202  
Corona, Ca. 92879

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thruway March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to [publicworks@allamericanasphalt.com](mailto:publicworks@allamericanasphalt.com).

Sincerely,

Mackenzie Ruff  
Project Manager Assistant



ORIGIN ID: ONTA (951) 736-7600 KENONA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/INET4460
<b>TO ESTIMATING</b> <b>CL SURVEYING AND MAPPING</b> <b>400 E. RINCON STREET STE 202</b> <b>CORONA CA 92879</b>		<b>BILL SENDER</b>
(000) 000-0000 INV. PO. DEPT.	REF: GOOD FAITH - COSTA MESA	
		
		
J221022010501uv		
56DJ11/E3B/FE4A		

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TRK# 7764 2956 7339 0201	WED - 30 MAR 10:30A PRIORITY OVERNIGHT
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**WM ONTA**  
 92879  
 CA-US ONT

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ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671  
P.O. BOX 2129 CORONA, CA 92678-2129  
CONTRACTORS LICENSE #267073 AC12  
CIR #1000001051

March 29, 2022

Case Land Surveying, Inc.  
614 N. Eckhoff Street  
Orange, Ca. 92868

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thruway March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to [publicworks@allamericanasphalt.com](mailto:publicworks@allamericanasphalt.com).

Sincerely,

Mackenzie Ruff  
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600 KENOYA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/INET4460
<b>TO CASE LAND SURVEY AND MAPPING</b> <b>CASE LAND SURVEY AND MAPPING</b> <b>614 N. ECKHOFF STREET</b>		
<b>ORANGE CA 92868</b> (714) 628-8948 REF: GOOD FAITH - COSTA MESA PO. DEPT.		
		
		
TRK# 0201 <b>7764 2958 6286</b>	<b>WED - 30 MAR 4:30P</b> <b>STANDARD OVERNIGHT</b>	
<b>WZ APVA</b> CA-US <b>92868 SNA</b>		

56DJ1/1E3B/FE4A

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T 951-736-7600 F 951-739-4671  
PO BOX 2229 CORONA, CA 92878-2229  
CONTRACTORS LICENSE #267073 AC13  
DIR #1000001051

March 29, 2022

Traffic Loops Crackfilling, Inc.  
946 S. Emerald Street  
Anaheim, Ca. 92804

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thursday March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to [publicworks@allamericanasphalt.com](mailto:publicworks@allamericanasphalt.com).

Sincerely,

Mackenzie Ruff  
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600 KENONA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/INET 4460
<b>TO ESTIMATING</b> <b>TRAFFIC LOOPS AND CRACKFILLING</b> <b>946 S EMERALD ST</b>		
<b>ANAHEIM CA 92804</b> (000) 000-0000 REF: BID LETTER - COSTAMESA INV: DEPT:		
 		
TRK# 7764 2935 1210 0201	WED - 30 MAR 10:30A PRIORITY OVERNIGHT	
<b>WZFULA</b> CA-US <b>92804</b> <b>LGB</b>		

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T 951-736-7600 F 951-739-4671  
P.O. BOX 2229 CORONA, CA 92678-2229  
CONTRACTORS LICENSE #267073 ACT12  
DIR #1000001051

March 29, 2022

CAL – Stripe  
2040 E. Steel Road  
Colton, Ca. 92324

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thursday March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to [publicworks@allamericanasphalt.com](mailto:publicworks@allamericanasphalt.com).

Sincerely,

Mackenzie Ruff  
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600  
 KENONA NAZARI  
 ALL AMERICAN ASPHALT  
 400 EAST SIXTH STREET  
 CORONA, CA 92879  
 UNITED STATES US

SHIP DATE: 29MAR22  
 ACTWGT: 1.00 LB  
 CAD: 9489849/INET4460

BILL SENDER

TO ESTIMATING

CAL STRIPE INC.  
 2040 EAST STEEL ROAD

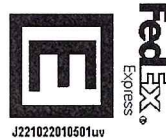
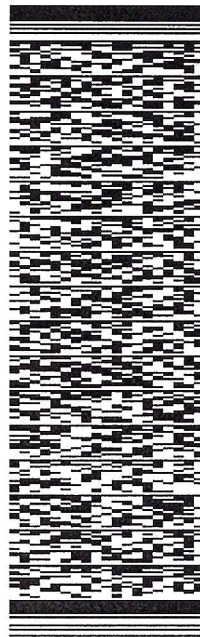
COLTON CA 92324

(909) 884-7170

REF: COSTAMESA - GOOD FAITH

PO:

DEPT:



J221022010501uv

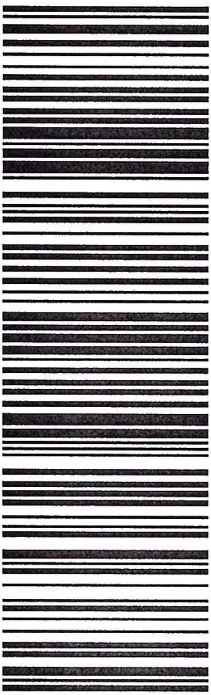
56DJ11E3B/FE4A

TRK# 7764 3065 5467  
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WM RIVA

92324  
 CA-US SBD



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T 951-736-7600 F 951-733-4671  
PO BOX 2229 CORONA, CA 92878-2229  
CONTRACTORS LICENSE #267073 ACLP  
DIR #1000001051

March 29, 2022

CEI Construction Division of Crescendo Electronic, Inc.  
3950 Rose Street  
Seal beach, Ca. 90740

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thursday March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to [publicworks@allamericanasphalt.com](mailto:publicworks@allamericanasphalt.com).

Sincerely,

Mackenzie Ruff  
Project Manager Assistant



ORIGIN ID: ONTA (951) 736-7600 KENONA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/INET4460
<b>TO ESTIMATING</b> <b>CEI CONSTRUCTION</b> <b>3950 ROSE STREET</b>		<b>BILL SENDER</b>
<b>SEAL BEACH CA 90740</b> (000) 000-0000 REF: GOOD FAITH COSTA MESA INV: DEPT:		
 		
TRK# 7764 3066 9235 0201	WED - 30 MAR 10:30A PRIORITY OVERNIGHT	
<b>WZ LGBA</b> CA-US LGB 90740		

56DJ11E3B/FE4A

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T 951-736-7600 F 951-739-4671  
PO BOX 2229 CORONA, CA 92878-2229  
CONTRACTORS LICENSE #267073 AC12  
DIR #1000001051

March 29, 2022

Smithson Electric, Inc.  
1938 E. Katella Avenue  
Orange, Ca. 92867

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thursday March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to [publicworks@allamericanasphalt.com](mailto:publicworks@allamericanasphalt.com).

Sincerely,

Mackenzie Ruff  
Project Manager Assistant



ORIGIN ID: ONTA (951) 736-7600 KENONA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/INET4460
<b>TO ESTAMTING</b> <b>SMITHSON ELECTRIC INC</b> <b>1938 KATELLA AVE</b>		
<b>ORANGE CA 92867</b> (000) 000-0000 REF: GOOD FAITH - COSTAMESA INV: DEPT:		
		
		
J221022010501uv		
TRK# 7764 3057 5400 0201		WED - 30 MAR 10:30A PRIORITY OVERNIGHT
<b>WZ FULA</b> CA-US LGB		92867
		

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ALL AMERICAN ASPHALT  
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671  
PO. BOX 2229, CORONA, CA 92678-2229  
CONTRACTORS LICENSE #267073 AC12  
DIR #1000001051

March 29, 2022

E-Nor Innovations  
436 W. Walnut Street  
Gardena, Ca. 90248

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thursday March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

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Sincerely,

Mackenzie Ruff  
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600 KENONA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/NET4460
<b>TO ESTIMATING</b> <b>E-NOR INNOVATIONS</b> <b>16213 ILLINOIS AVENUE</b> <b>PARAMOUNT CA 90723</b> (000) 000-0000 INV: REF: GOOD FAITH - COSTAMESA PO: DEPT:		<b>BILL SENDER</b>
		
		
J221022010501uv		
TRK# 7764 3054 1917 0201		WED - 30 MAR 10:30A PRIORITY OVERNIGHT
<b>WZ LGBA</b> CA-US LGB 90723		

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ALL AMERICAN ASPHALT  
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-733-4671  
P.O. BOX 2229 CORONA, CA 92628-2229  
CONTRACTORS LICENSE #267073 AC12  
DIR #1000001051

March 29, 2022

PCI Striping – Sealant  
1105 E. Hill Street  
Long Beach, Ca. 90806

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thursday March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE  
Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to [publicworks@allamericanasphalt.com](mailto:publicworks@allamericanasphalt.com).

Sincerely,

Mackenzie Ruff  
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600  
 KENONA NAZARI  
 ALL AMERICAN ASPHALT  
 400 EAST SIXTH STREET

SHIP DATE: 29MAR22  
 ACTWGT: 1.00 LB  
 CAD: 9489849/INET4460

CORONA, CA 92879  
 UNITED STATES US

BILL SENDER

TO ESTIMATING

PCI

975 W 1ST STREET

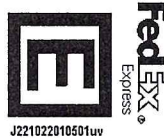
AZUSA CA 91702

(562) 218-0504

REF: GOOD FAITH - COSTAMESA

PO:

DEPT:



J221022010501uv

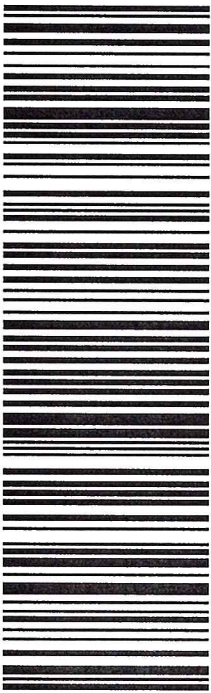
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TRK# 7764 3061 2188  
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WED - 30 MAR 4:30P  
 STANDARD OVERNIGHT

WZ RBFA

91702  
 CA-US LAX



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PO. BOX 2229 CORONA, CA 92878-2229  
CONTRACTORS LICENSE #267073 AC12  
DIR #1000001051

March 29, 2022

Payco Specialties, Inc.  
120 N. 2<sup>nd</sup> Avenue  
Chula Vista, Ca. 91910

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thursday March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

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Sincerely,

Mackenzie Ruff  
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600 KENONA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US	SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/INET/4460
TO <b>ESTIMATING</b> <b>PAYCO SPECIALTIES</b> <b>120 N 2ND AVE</b> <b>CHULA VISTA CA 91910</b> (000) 000-0000 REF: COSTAMESA GOOD FAITH INV: DEPT: PO:	
  	
TRK# 7764 3068 4750 0201 <b>WT SDMA</b> CA-US <b>91910</b> <b>SAN</b> 	WED - 30 MAR 10:30A PRIORITY OVERNIGHT

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ORIGIN ID: ONTA (951) 736-7600 KENONA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/INET 4460
<b>TO ESTIMATING</b> <b>ALL FOR 1 ENGINEERING &amp; SURVEYING</b> <b>699 N. ARROWHEAD AVE. STE. 150</b> <b>SAN BERNARDINO CA 92401</b> (000) 000-0000 REF: GOOD FAITH - COSTA MESA DEPT:		
 		
TRK# 7764 3047 3427 0201	WED - 30 MAR 4:30P STANDARD OVERNIGHT	
<b>WM RIVA</b> CA-US <b>92401</b> <b>SBD</b>		

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PO. BOX 2229 CORONA, CA 92878-2229  
CONTRACTORS LICENSE #267073 AC12  
DIR #1000001051

March 29, 2022

All for 1 Engineering  
699 n. Arrowhead Avenue Ste. 150  
San Bernadino, Ca. 92401

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thursday March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE  
Subcontractors and Suppliers for the following items of work:

- Traffic Loops
- Survey
- Striping / Markings / Removals / Signage
- Crack Seal

We have Plans and Specifications for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600. Please submit quotes to [publicworks@allamericanasphalt.com](mailto:publicworks@allamericanasphalt.com).

Sincerely,

Mackenzie Ruff  
Project Manager Assistant



ALL AMERICAN ASPHALT  
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-733-4671  
PO. BOX 2229 CORONA, CA 92678-2229  
CONTRACTORS LICENSE #267073 AC/LJ  
DIR #1000001051

March 29, 2022

J & S Striping  
1544 S. Vineyard Avenue  
Ontario, Ca. 91761

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
Bids on Thursday March 31<sup>st</sup> at 2:00 PM. We are requesting bids from Section 3 & DBE Subcontractors and Suppliers for the following items of work:

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- Striping / Markings / Removals / Signage
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Sincerely,

Mackenzie Ruff  
Project Manager Assistant



ORIGIN ID: ONTA (951) 736-7600 KENONA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/INET 4460
<b>TO ESTIMATING</b> <b>J&amp;S STRIPING</b> <b>1544 S. VINEYARD AVE.</b>		
(000) 000-0000 REF: GOOD FAITH - COSTA MESA INV: DEPT:		
PO:		
ONTARIO CA 91761		
		
		
J221022010501uv		
WED - 30 MAR 10:30A PRIORITY OVERNIGHT		
TRK# 7764 3045 2223 0201		
<b>WM ONTA</b> 91761 CA-US ONT		
		

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CONTRACTORS LICENSE #267073 AC12  
DIR #1000001051

March 29, 2022

Super Seal and Striping  
310 A Street  
Filmore, Ca. 93015

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
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Sincerely,

Mackenzie Ruff  
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600 KENONA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/INET/4460
<b>TO ESTIMATING</b> <b>SUPER SEAL &amp; STRIPE, INC.</b> <b>310 A STREET</b> <b>FILLMORE CA 93015</b> (000) 000-0000 REF: GOOD FATH - COSTA MESA INV: DEPT: PO:		
 		
TRK# 7764 3042 7093 0201	WED - 30 MAR 4:30P STANDARD OVERNIGHT	93015 CA-US BUR
		

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PO. BOX 2229 CORONA, CA 92678-2229  
CONTRACTORS LICENSE #267073 AC12  
DIR #1000001051

March 29, 2022

Abratique & Associates Philippines, Inc.  
3224 Wilshire Blvd. Ste 1108  
Los Angeles, Ca. 90010

ATTN: Estimating

We are bidding the following Project:

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Sincerely,

Mackenzie Ruff  
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600	SHIP DATE: 29MAR22
KENONA NAZARI	ACTWGT: 1.00 LB
ALL AMERICAN ASPHALT	CAD: 9489849/INET/4460
400 EAST SIXTH STREET	
CORONA, CA 92879	BILL SENDER
UNITED STATES US	

TO ESTIMATING	
ABRATIQUE & ASSOCIATES PHILIPPINES	
3224 WILSHIRE BLVD STE. 1108	

LOS ANGELES CA 90010	
(000) 000-0000	REF: GOOD FAITH - COSTAMESA
INV:	
PO:	DEPT:

WED - 30 MAR 10:30A	
PRIORITY OVERNIGHT	

TRK# 7764 3039 9630	
0201	

WZ JBPA	90010
CA-US	LAX


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ALL AMERICAN ASPHALT  
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671  
P.O. BOX 2229 CORONA, CA 92878-2229  
CONTRACTORS LICENSE #267073 AC12  
DIR #1000001051

March 29, 2022

BC Traffic Specialist  
638 W. Southern Avenue  
Orange, Ca. 92865

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
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Sincerely,

Mackenzie Ruff  
Project Manager Assistant

ORIGIN ID: ONTA (951) 736-7600 KENONA NAZARI ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879 UNITED STATES US		SHIP DATE: 29MAR22 ACTWGT: 1.00 LB CAD: 9489849/INET4460
<b>TO ESTIMATING</b> <b>BC TRAFFIC SPECIALIST</b> <b>638 WEST SOUTHERN AVE</b>		
<b>ORANGE CA 92865</b> (714) 974-1190 INV: REF: GOOD FAITH - COSTAMESA PO: DEPT:		
		
		
J221022010501uv		
56DJ11/E3B/FE4A		

TRK# 7764 3032 0707 0201	WED - 30 MAR 4:30P STANDARD OVERNIGHT	WZ FULA 92865 CA-US LGB
		

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ALL AMERICAN ASPHALT  
ALL AMERICAN AGGREGATES

T 951-736-7600 F 951-739-4671  
P.O. BOX 2229 CORONA, CA 92678-2229  
CONTRACTORS LICENSE #267073 AC12  
DIR #1000001051

March 29, 2022

Aviation Striping, Inc.  
47787 Rainbow Canyon Road  
Temecula, Ca. 92592

ATTN: Estimating

We are bidding the following Project:

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project  
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Sincerely,

Mackenzie Ruff  
Project Manager Assistant



ORIGIN ID: ONTA (951) 736-7600  
 KENONA NAZARI  
 ALL AMERICAN ASPHALT  
 400 EAST SIXTH STREET  
 CORONA, CA 92879  
 UNITED STATES US

SHIP DATE: 29MAR22  
 ACTWGT: 1.00 LB  
 CAD: 9489849/INET 4460

BILL SENDER

TO ESTIMATING

AVIATION STRIPING, INC  
 47787 RAINBOW CANYON ROAD

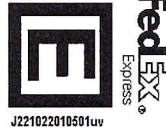
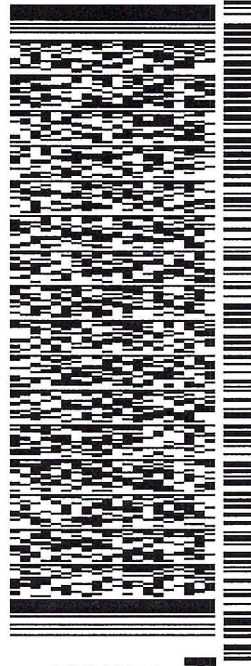
TEMECULA CA 92592

(000) 000-0000

REF: GOOD FAITH - COSTAMESA

PO:

DEPT:



J221022010501uv

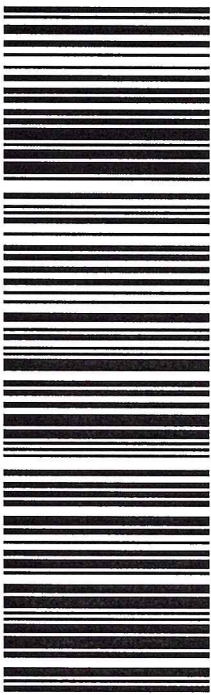
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TRK# 7764 3027 5160  
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WED - 30 MAR 12:00P  
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WMM HMTA

92592  
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**\*\*SEEKING SECTION 3 SUBCONTRACTORS FOR THE FOLLOWING PROJECT\*\***





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Ad number:#997288429

Contact:Kim Bird

Phone:951-736-7600

City:Corona

Zip:92879

Posted in: [Orange County Announcements](#)

## Description

We will be bidding a project in the City of Pomona called **WILSON STREET IMPROVEMENT PROJECT, CITY PROJECT NO. 22-01 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERALLY-FUNDED PROJECT Bidding on Thursday March 31, 2022 at 2:00 PM**

We are requesting bids from Section 3, DBE Business, Small Business and Local Businesses for the following items of work:

- Traffic Loops
- Crack Seal
- Survey
- Striping & Markings & Removals

We have plans and specification for review in our office. If you have any questions, please contact Kimberly Bird at (951) 736-7600

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## ATTACHMENT 1

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publicworks@allamericanasphalt.com


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## SEEKING SECTION / DBE SUBCONTRACTOR & SUPPLIERS

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**Description** : We will be bidding on a Federal Funded Section 3 WBE/MBE/DBE Project as follows:

Agency: City of Costa Mesa

Project: Wilson Street Improvement Project City Project No. 22-01 CDBG Federally Funded Project

Bid Date: 03/31/2022 2:00 PM

We are requesting bids from Section 3 / WBE/MBE/DBE Businesses for the following items of work:

- Striping
- Survey
- Traffic Loops
- Crack Seal

We have plans and specifications for review in our office. If you have any questions please contact Kimberly Bird, Project Manager at 951-736-7600.

Thank You.

**Category** : MBE/DBE/WBE/VBE/LBE  
**Expiration date** : 04/28/2022



**Need help?**




Our staff are always ready to help

**Publisher Information**

**Name** : Kimberly Bird  
**Location** : California  
**TEL** : 951-736-7600  
**Email** : publicworks@allamericanasphalt.com

**ATTACHMENT 1**



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 ENGINEERING – CONTRACTORS – ASPHALT PAVING  
 P.O. BOX 2229, CORONA, CA 92878-2229  
 STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

## Request For Quote

<b>Submitted To:</b>	BC Traffic Specialist	<b>Contact:</b>	Alex Martinez
<b>Address:</b>	638 WEST SOUTHERN AVE Orange, CA 92865	<b>Phone:</b>	7149741190
		<b>Fax:</b>	7149745788
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Bid Number:</b>	22-01
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Date:</b>	4/4/2022
<b>Estimator:</b>	Bird, Kim		
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
14	14A	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
15	15A	Install New Blue Raised Pavement Markers (BRPMs)	7.00	EACH	
16	16A	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
24	24A	Paint Red Curb	460.00	LF	
36	14B	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
37	15B	Install New Blue Raised Pavement Markers (BRPMs)	10.00	EACH	
38	16B	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
47	24B	Paint Red Curb	745.00	LF	

### General Notes:

- Please send all quotes to Kbird@allamericanasphalt.com
- Plans, Specs, Addendum 1 and Bidders form found here:  
<https://fileshare.allamericanasphalt.com/index.php/s/TAGmXfGKocafFSw>
- Thank you in advance for your quote.





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 P.O. BOX 2229, CORONA, CA 92878-2229  
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## Request For Quote

<b>Submitted To:</b>	Cal Stripe, Inc.	<b>Contact:</b>	Gary Rivers
<b>Address:</b>	2040 STEEL ROAD Colton, CA 92324	<b>Phone:</b>	9098847170
		<b>Fax:</b>	9098847106
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Bid Number:</b>	22-01
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Date:</b>	4/4/2022
<b>Estimator:</b>	Bird, Kim		
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
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47	24B	Paint Red Curb	745.00	LF	

### General Notes:

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- Plans, Specs, Addendum 1 and Bidders form found here:  
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## Request For Quote

<b>Submitted To:</b>	Case Land Surveying Inc	<b>Contact:</b>	Karen York
<b>Address:</b>	614 N. ECKHOFF STREET Orange, CA 92868 UNITED STATES	<b>Phone:</b>	(714) 628-8948
		<b>Fax:</b>	(714) 628-8905
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Bid Number:</b>	22-01
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Date:</b>	4/4/2022
<b>Estimator:</b>	Bird, Kim		
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Survey

Line#	Item #	Description	Quantity	UM	Unit Price
17	17A	Adjust and Reset Existing Survey Monuments and Ties	12.00	EACH	
39	17B	Adjust and Reset Existing Survey Monuments and Ties	14.00	EACH	
		Survey	1.00	LS	
		Survey	1.00	LS	
		Survey	1.00	LS	

### General Notes:

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- Plans, Specs, Addendum 1 and Bidders form found here:  
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## Request For Quote

<b>Submitted To:</b>	Cat Tracking Inc.	<b>Contact:</b>	Estimating
<b>Address:</b>	2950 Rubidoux Boulevard Riverside, CA 92509 UNITED STATES	<b>Phone:</b>	(951) 682-1494
		<b>Fax:</b>	(951) 682-1491
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Bid Number:</b>	22-01
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Date:</b>	4/4/2022
<b>Estimator:</b>	Bird, Kim		
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
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38	16B	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
47	24B	Paint Red Curb	745.00	LF	

### General Notes:

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## Request For Quote

<b>Submitted To:</b>	Chrisp Company	<b>Contact:</b>	Jason Osterblad
<b>Address:</b>	43650 OSGOOD ROAD Fremont, CA 945395631	<b>Phone:</b>	(510) 656-2840
		<b>Fax:</b>	(510) 490-2703
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Bid Number:</b>	22-01
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Date:</b>	4/4/2022
<b>Estimator:</b>	Bird, Kim		
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
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47	24B	Paint Red Curb	745.00	LF	

### General Notes:

- Please send all quotes to Kbird@allamericanasphalt.com
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## Request For Quote

<b>Submitted To:</b>	CI Surveying And Mapping	<b>Contact:</b>	Jennifer McMeans
<b>Address:</b>	1269 POMONA ROAD SUITE 108 Corona, CA 92882	<b>Phone:</b>	9095449546
		<b>Fax:</b>	9098484229
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Bid Number:</b>	22-01
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Date:</b>	4/4/2022
<b>Estimator:</b>	Bird, Kim		
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Survey

Line#	Item #	Description	Quantity	UM	Unit Price
17	17A	Adjust and Reset Existing Survey Monuments and Ties	12.00	EACH	
39	17B	Adjust and Reset Existing Survey Monuments and Ties	14.00	EACH	
		Survey	1.00	LS	
		Survey	1.00	LS	
		Survey	1.00	LS	

### General Notes:

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- Plans, Specs, Addendum 1 and Bidders form found here:  
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## Request For Quote

<b>Submitted To:</b>	Global Road Sealing Inc	<b>Contact:</b>	Tri La
<b>Address:</b>	10832 DOROTHY AVE Garden Grove, CA 92843 UNITED STATES	<b>Phone:</b>	(714) 893-0845
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Fax:</b>	(714) 893-0945
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Number:</b>	22-01
<b>Estimator:</b>	Bird, Kim	<b>Bid Date:</b>	4/4/2022
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Cracksealing

Line#	Item #	Description	Quantity	UM	Unit Price
4	4A	Procure and Apply Crack Seal prior to Slurry Seal	1.00	LS	
20	20A	Cracksealing	105,000.00	SF	
26	4B	Procure and Apply Crack Seal prior to Slurry Seal	1.00	LS	
43	20B	Cracksealing	163,000.00	SF	

## Sub-Loops

Line#	Item #	Description	Quantity	UM	Unit Price
22	22A	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	5.00	EACH	
23	23A	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	45.00	EACH	
45	22B	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	35.00	EACH	
46	23B	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	30.00	EACH	

### General Notes:

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 STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

## Request For Quote

<b>Submitted To:</b>	Interstate Striping & Signs, Inc.	<b>Contact:</b>	Stephanie Acosta
<b>Address:</b>	391 DRYDEN STREET Thousand Oaks, CA 91360	<b>Phone:</b>	8055585384
		<b>Fax:</b>	8054491489
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Bid Number:</b>	22-01
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Date:</b>	4/4/2022
<b>Estimator:</b>	Bird, Kim		
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
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16	16A	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
24	24A	Paint Red Curb	460.00	LF	
36	14B	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
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47	24B	Paint Red Curb	745.00	LF	

### General Notes:

- Please send all quotes to Kbird@allamericanasphalt.com
- Plans, Specs, Addendum 1 and Bidders form found here:  
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 P.O. BOX 2229, CORONA, CA 92878-2229  
 STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

## Request For Quote

<b>Submitted To:</b>	J & S Striping Co., Inc.	<b>Contact:</b>	Robert Aragon
<b>Address:</b>	1544 S. VINEYARD AVE. Ontario, CA 91761	<b>Phone:</b>	9099478073
		<b>Fax:</b>	9099479489
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Bid Number:</b>	22-01
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Date:</b>	4/4/2022
<b>Estimator:</b>	Bird, Kim		
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Stripe

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### General Notes:

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 P.O. BOX 2229, CORONA, CA 92878-2229  
 STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

## Request For Quote

<b>Submitted To:</b>	Lukkes Striping Inc	<b>Contact:</b>	Taylor Lukkes
<b>Address:</b>	2060 Emery Avenue La Habra, CA	<b>Phone:</b>	(714) 352-7005
		<b>Fax:</b>	(562) 448-3937
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Bid Number:</b>	22-01
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Date:</b>	4/4/2022
<b>Estimator:</b>	Bird, Kim		
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
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### General Notes:

- Please send all quotes to Kbird@allamericanasphalt.com
- Plans, Specs, Addendum 1 and Bidders form found here:  
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 STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

## Request For Quote

<b>Submitted To:</b>	Madole & Associates, Inc	<b>Contact:</b>	Deana Wolken
<b>Address:</b>	9302 Pittsburgh Ave STE 230 Rancho Cucamonga, CA 91730 UNITED STATES	<b>Phone:</b>	(909) 481-6322
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Fax:</b>	
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Number:</b>	22-01
<b>Estimator:</b>	Bird, Kim	<b>Bid Date:</b>	4/4/2022
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Survey

Line#	Item #	Description	Quantity	UM	Unit Price
17	17A	Adjust and Reset Existing Survey Monuments and Ties	12.00	EACH	
39	17B	Adjust and Reset Existing Survey Monuments and Ties	14.00	EACH	
		Survey	1.00	LS	
		Survey	1.00	LS	
		Survey	1.00	LS	

### General Notes:

- Please send all quotes to Kbird@allamericanasphalt.com
- Plans, Specs, Addendum 1 and Bidders form found here:  
<https://fileshare.allamericanasphalt.com/index.php/s/TAGmXfGKocaffSw>
- Thank you in advance for your quote.





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 P.O. BOX 2229, CORONA, CA 92878-2229  
 STATE CONTRACTORS LICENSE #267073-A DIR #1000001051

## Request For Quote

<b>Submitted To:</b>	MD Rubber Crackfilling	<b>Contact:</b>	Corey Kirschner
<b>Address:</b>	PO Box 15504 Santa Ana, CA 92735	<b>Phone:</b>	(714) 656-7131
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Fax:</b>	
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Number:</b>	22-01
<b>Estimator:</b>	Bird, Kim	<b>Bid Date:</b>	4/4/2022
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Cracksealing

Line#	Item #	Description	Quantity	UM	Unit Price
4	4A	Procure and Apply Crack Seal prior to Slurry Seal	1.00	LS	
20	20A	Cracksealing	105,000.00	SF	
26	4B	Procure and Apply Crack Seal prior to Slurry Seal	1.00	LS	
43	20B	Cracksealing	163,000.00	SF	

### General Notes:

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## Request For Quote

<b>Submitted To:</b>	Pavement Rehab Company	<b>Contact:</b>	Tim Fitzpatrick
<b>Address:</b>	1181 Princess Ct Costa Mesa, CA 92626 USA	<b>Phone:</b>	714-238-1444
		<b>Fax:</b>	
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Bid Number:</b>	22-01
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Date:</b>	4/4/2022
<b>Estimator:</b>	Bird, Kim		
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Cracksealing

Line#	Item #	Description	Quantity	UM	Unit Price
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43	20B	Cracksealing	163,000.00	SF	

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## Request For Quote

<b>Submitted To:</b>	PCI	<b>Contact:</b>	William Jacob
<b>Address:</b>	975 W. 1ST STREET Azusa, CA 91702	<b>Phone:</b>	(562) 218-0504
		<b>Fax:</b>	(562) 218-0634
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Bid Number:</b>	22-01
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Date:</b>	4/4/2022
<b>Estimator:</b>	Bird, Kim		
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Stripe

Line#	Item #	Description	Quantity	UM	Unit Price
14	14A	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
15	15A	Install New Blue Raised Pavement Markers (BRPMs)	7.00	EACH	
16	16A	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
24	24A	Paint Red Curb	460.00	LF	
36	14B	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	1.00	LS	
37	15B	Install New Blue Raised Pavement Markers (BRPMs)	10.00	EACH	
38	16B	Remove Existing and Install New Thermoplastic Pavement Markings, including Continental Crosswalk and Green Lanes or Conflict Zones	1.00	LS	
47	24B	Paint Red Curb	745.00	LF	

### General Notes:

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## Request For Quote

<b>Submitted To:</b>	Rubberized Crackfiller Sealant Inc.	<b>Contact:</b>	Estimating
<b>Address:</b>	800 EAST WALNUT AVE Fullerton, CA 928314532	<b>Phone:</b>	(714) 843-5192
		<b>Fax:</b>	(714) 992-1923
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Bid Number:</b>	22-01
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Date:</b>	4/4/2022
<b>Estimator:</b>	Bird, Kim		
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Cracksealing

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<https://fileshare.allamericanasphalt.com/index.php/s/TAGmXfGKocafFSw>
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## Request For Quote

<b>Submitted To:</b>	Smithson Electric, Inc.	<b>Contact:</b>	Laurie Johnsen
<b>Address:</b>	1938 EAST KATELLA AVENUE Orange, CA 92867 UNITED STATES	<b>Phone:</b>	(714) 997-9556
		<b>Fax:</b>	(714) 997-9559
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Bid Number:</b>	22-01
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Date:</b>	4/4/2022
<b>Estimator:</b>	Bird, Kim		
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Loops

Line#	Item #	Description	Quantity	UM	Unit Price
22	22A	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	5.00	EACH	
23	23A	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	45.00	EACH	
45	22B	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	35.00	EACH	
46	23B	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	30.00	EACH	

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## Request For Quote

<b>Submitted To:</b>	Superior Pavement Markings	<b>Contact:</b>	Darren Veltz
<b>Address:</b>	5312 CYPRESS STREET Cypress, CA 90630	<b>Phone:</b>	(714) 995-9100
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Fax:</b>	
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Number:</b>	22-01
<b>Estimator:</b>	Bird, Kim	<b>Bid Date:</b>	4/4/2022
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

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## Request For Quote

<b>Submitted To:</b>	Traffic Loops Crackfilling, Inc	<b>Contact:</b>	Estimating
<b>Address:</b>	946 SOUTH EMERALD ST Anaheim, CA 928042513 UNITED STATES	<b>Phone:</b>	(714) 520-4026
		<b>Fax:</b>	(714) 520-4027
<b>Project Name:</b>	Wilson Street Improvement Project	<b>Bid Number:</b>	22-01
<b>Project Location:</b>	Wilson Street - Placentia to Newport Blvd, Costa Mesa, CA	<b>Bid Date:</b>	4/4/2022
<b>Estimator:</b>	Bird, Kim		
<b>Attachments:</b>	22-01 Bid Addendum No. 4 (Wilson St.).pdf		

## Sub-Loops

Line#	Item #	Description	Quantity	UM	Unit Price
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- Thank you in advance for your quote.

**EXHIBIT B**  
**FEDERAL REQUIREMENTS**

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

FHWA-1273 -- Revised May 1, 2012

**2. EEO Officer:** The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.



FHWA-1273 -- Revised May 1, 2012

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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**2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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**4. Apprentices and trainees****a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.



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**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
  - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
  - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.



2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

FHWA-1273 -- Revised May 1, 2012

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website

(<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

**12. FEMALE AND MINORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**MINORITY UTILIZATION GOALS**

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	28.9
	7120 Salinas-Seaside-Monterey, CA	
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
	7500 Santa Rosa	9.1
177	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties:	23.2
	CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA: SMSA Counties:	16.1
	6920 Sacramento, CA	
	CA Placer; CA Sacramento; CA	
	Yolo Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
178	Stockton-Modesto, CA: SMSA Counties:	12.3
	5170 Modesto, CA	
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
179	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
	Fresno-Bakersfield, CA SMSA Counties:	19.1
	0680 Bakersfield, CA	
	CA Kern	
	2840 Fresno, CA	26.1



	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

### 13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

#### APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment,

each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [recipient](#) or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the [recipient](#) or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the [recipient](#) shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the [recipient](#) or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the [recipient](#) enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person

will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### 14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program Special Provisions  
(to be used when applicable)

#### 15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is \_\_\_\_.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of \_\_\_\_\_ :



1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of \_\_\_\_\_ approval for this submitted information before the prime contractor starts work. The City/County of \_\_\_\_\_ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the your equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
  - a. Contribute to the cost of the training
  - b. Provide the instruction to the apprentice or trainee
  - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

## 16. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by



the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## FEDERAL FUNDING SUPPLEMENT

## DAVIS-BACON ACT PROVISIONS (29 CFR SECTION 5:5)

## (a) (1) MINIMUM WAGES

(i) All mechanics and laborers employed or working upon the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)], the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics; and the wage determination decision shall be posted by CONTRACTOR at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1) (iv). Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(ii) CITY'S Project Manager shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by CITY'S Project Manager to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of CITY'S Project Manager shall be referred to the Secretary for final determination.

(iii) CITY'S Project Manager shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and CONTRACTOR is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of CITY'S Project Manager shall be referred to the Secretary of Labor for determinations.

(iv) If CONTRACTOR does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided, however, the Secretary of Labor has found, upon the written request of CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

## (2) WITHHOLDING

CITY'S Finance Director may withhold or cause to be withheld from CONTRACTOR so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by CONTRACTOR or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentices or trainees, employed or working on the site of the work, or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project, all or part of the wages required by the contract, CITY'S Finance Director may, after written notice to CONTRACTOR, or subcontractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee or funds until such violations have ceased.

**(3) PAYROLLS AND BASIC RECORDS**

(i) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or in the construction or development of same. Such records will contain the name and address of each such employee, his correct classification, rates of pay [including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act], daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(ii) CONTRACTOR will submit weekly a copy of all payrolls to CITY'S Finance Director reflecting wages paid to each of its employees during the preceding weekly payroll period. The copy shall be accompanied by a statement signed by CONTRACTOR or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors. CONTRACTOR will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the CITY'S Finance Department and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. CONTRACTOR employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the contracting agencies that their employment is pursuant to an approved program and shall identify the program.

**(4) APPRENTICES AND TRAINEES****(i) APPRENTICES:**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (ii) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. CONTRACTOR and all subcontractors will be required to furnish to CITY'S Project Manager written evidence of the registration of his program and apprentices as well as of the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

**(ii) TRAINEES:**

Except as provided in 29 CFR 5.15, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the



Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. CONTRACTOR and all subcontractors will be required to furnish CITY's Project Manager written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **EQUAL EMPLOYMENT OPPORTUNITY:**

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR, Part 30.

**(5) COMPLIANCE WITH COPELAND REGULATIONS (29 CFR, PART 3)**

CONTRACTOR shall comply with the Copeland Regulations (29 CFR, Part 3) of the Secretary of Labor which are herein incorporated by reference.

**(6) SUBCONTRACTS**

CONTRACTOR will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (5) and (7) and such other clauses as the CITY's Project Manager may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

**(7) CONTRACT DETERMINATION; DEBARMENT**

A breach of clauses (1) through (6) may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

**(b) (1) OVERTIME REQUIREMENTS**

No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless laborer or mechanic receives compensation at a rate of not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

**(2) VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES**

In the event of any violation of the clause set forth in subparagraph (1), CONTRACTOR and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to CITY for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph (1), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1).

**(3) WITHHOLDING FOR UNPAID WAGES & LIQUIDATED DAMAGES**

CITY may withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and



liquidated damages as provided in the clause set forth in paragraph (2).

#### (4) SUBCONTRACTS

CONTRACTOR shall insert in any subcontracts the clauses set forth in subparagraphs (1), (2), and (3) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

### **EQUAL OPPORTUNITY CLAUSE [41 CFR SECTION 60-1.4(B)]**

During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by CITY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further CITY contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by CITY, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## Section 3 Clause

All section 3 contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The contractor/subcontractor provider by this signature affixed hereto declares under penalty of perjury: contractor/subcontractor has read requirements of this section and accepts all its requirements contained therein for all of his/her operations related to this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

**ATTACHMENT 1**

**EXHIBIT C**

**BONDS**

**[TO BE PROVIDED FOLLOWING AWARD OF CONTRACT BY CITY COUNCIL.]**

**EXHIBIT D**

**DRUG-FREE WORKPLACE POLICY**

## 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:



## ATTACHMENT 1

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
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;

## ATTACHMENT 1

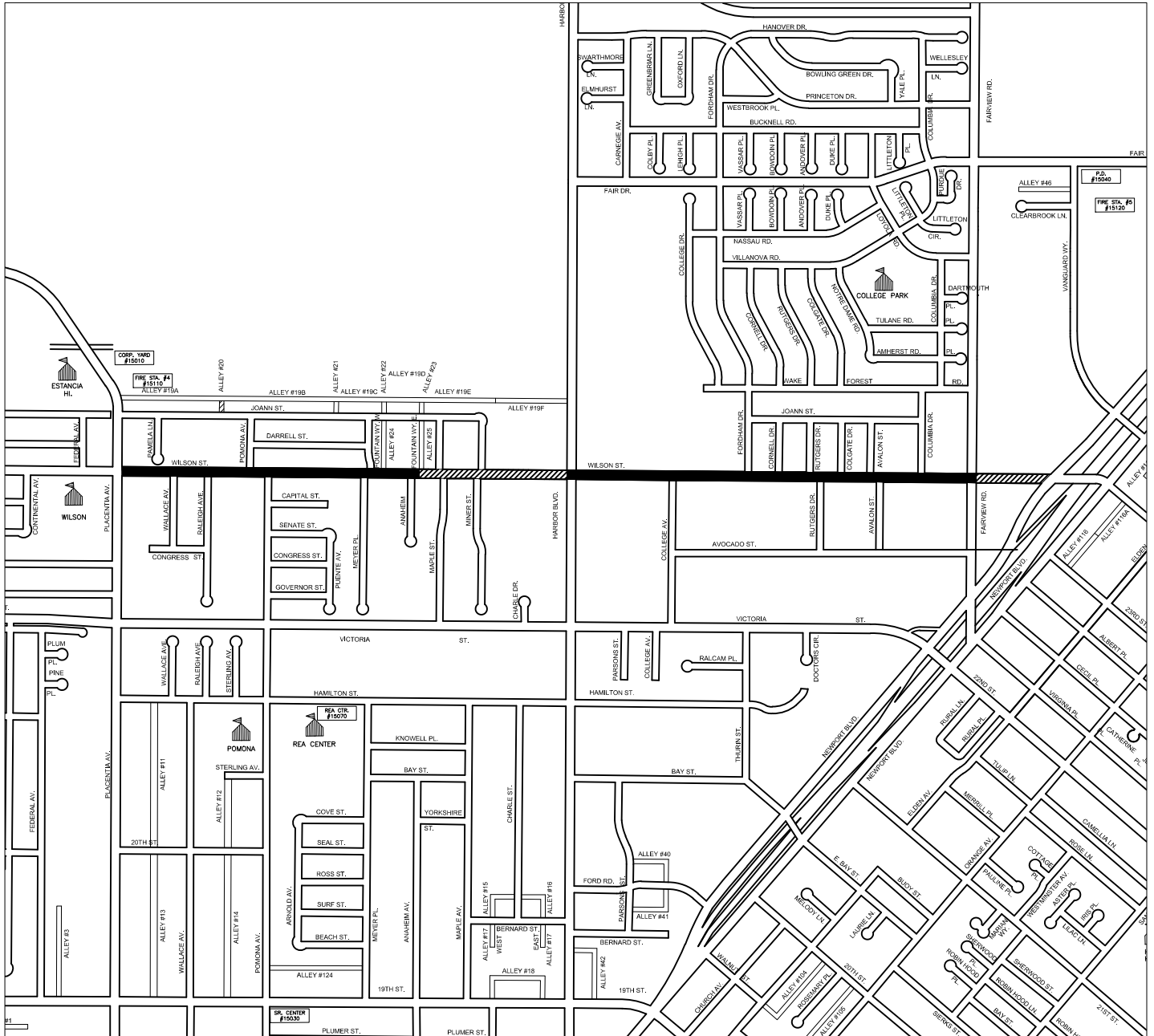
SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- 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:
- Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
  - Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
  - 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

## Public Services/Engineering



### WILSON ST IMPROVEMENT PROJECT # 22-01 (NEWPORT BLVD TO PLACENTIA AVE) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERALLY-FUNDED PROJECT

 PARKWAY AND STREET REHABILITATION LOCATIONS

 SLURRY AND PARKWAY LOCATIONS

# ATTACHMENT 3

## CITY OF COSTA MESA PUBLIC SERVICES DEPARTMENT

### Wilson Street Improvement Project

CITY PROJECT NO. 22-01  
 BID OPENING DATE: April 4, 2022

BASE BID				CITY ESTIMATE		1. ALL AMERICAN ASPHALT		2. R.J. NOBLE COMPANY		3. HARDY & HARPER INC.		4. SEQUEL CONTRACTORS, INC.	
				CORONA		ORANGE		LAKE FOREST		SANTA FE SPRINGS			
NO.	BID QUANTITY		DESCRIPTION	UNIT PRICE	TOTAL	PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	L.S.	Mobilization and Demobilization	\$80,000.00	\$80,000.00	\$89,263.00	\$89,263.00	\$140,000.00	\$140,000.00	\$42,228.00	\$42,228.00	\$60,000.00	\$60,000.00
2	1	F.A.	Additional Work Items	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
3A	30	E.L.T.	Procure and Apply Slurry Seal Type II with 2.5% latex Street Surfacing	\$750.00	\$22,500.00	\$838.00	\$25,140.00	\$725.00	\$21,750.00	\$726.00	\$21,780.00	\$800.00	\$24,000.00
4A	1	L.S.	Procure and Apply Crack Seal Prior to Slurry Seal	\$7,500.00	\$7,500.00	\$5,197.00	\$5,197.00	\$7,000.00	\$7,000.00	\$15,400.00	\$15,400.00	\$12,000.00	\$12,000.00
5A	140	TONS	Remove & Reconstruct Asphalt Concrete (AC) [6" Minimum Depth, Including Excavation] and Replace with 6" AC Over 6" Crushed Miscellaneous Base (CMB)	\$200.00	\$28,000.00	\$197.00	\$27,580.00	\$185.00	\$25,900.00	\$178.00	\$24,920.00	\$260.00	\$36,400.00
6A	660	TONS	Type "C3" Asphalt Concrete Leveling (Paving Machine)	\$120.00	\$79,200.00	\$97.00	\$64,020.00	\$110.00	\$72,600.00	\$118.00	\$77,880.00	\$132.00	\$87,120.00
7A	2,000	TONS	Type "GG-C" Asphalt Rubber Hot Mix (AHRM-G) Surface Course	\$115.00	\$230,000.00	\$97.00	\$194,000.00	\$110.00	\$220,000.00	\$107.00	\$214,000.00	\$125.00	\$250,000.00
8A	6	E.A.	Remove Existing and Reconstruct ADA Curb Ramps with Truncated Domes per CALTRANS STD. Plan A88A	\$7,500.00	\$45,000.00	\$6,595.00	\$39,570.00	\$7,500.00	\$45,000.00	\$14,600.00	\$87,600.00	\$9,500.00	\$57,000.00
9A	820	S.F.	Remove Existing and Reconstruct Portland Cement Concrete (PCC) Cross-Gutter, Spandrel, Local Depression, and PCC Pad (8" PCC over 8" CMB)	\$40.00	\$32,800.00	\$43.60	\$35,752.00	\$32.00	\$26,240.00	\$35.00	\$28,700.00	\$29.00	\$23,780.00
10A	1,240	L.F.	Remove and Reconstruct Portland Cement Concrete (PCC) C-6 Curb & Gutter [Include 2' Asphalt Concrete (AC) Slot Pave]	\$80.00	\$99,200.00	\$61.00	\$75,640.00	\$67.00	\$83,080.00	\$104.00	\$128,960.00	\$75.00	\$93,000.00
11A	330	L.F.	Remove and Reconstruct Portland Cement Concrete (PCC) C-8 Curb & Gutter [Include 2' Asphalt Concrete (AC) Slot Pave]	\$85.00	\$28,050.00	\$67.50	\$22,275.00	\$72.00	\$23,760.00	\$110.00	\$36,300.00	\$75.00	\$24,750.00
12A	1,660	S.F.	Install Portland Cement Concrete (PCC) Sidewalk [4" PCC over 4" Crushed Miscellaneous Base (CMB)]	\$15.00	\$24,900.00	\$11.70	\$19,422.00	\$14.00	\$23,240.00	\$18.00	\$29,880.00	\$17.00	\$28,220.00
13A	2,850	S.F.	Remove and Reconstruct Portland Cement Concrete (PCC) Driveway Approach [6" PCC over 6" Crushed Miscellaneous Base (CMB)]	\$20.00	\$57,000.00	\$26.80	\$76,380.00	\$20.00	\$57,000.00	\$27.00	\$76,950.00	\$19.50	\$55,575.00
14A	1	L.S.	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	\$16,000.00	\$16,000.00	\$12,566.00	\$12,566.00	\$16,000.00	\$16,000.00	\$16,100.00	\$16,100.00	\$15,000.00	\$15,000.00
15A	10	EA	Install New Blue Raised Pavement Markers (BRPMs)	\$20.00	\$200.00	\$20.90	\$209.00	\$25.00	\$250.00	\$21.00	\$210.00	\$25.00	\$250.00
16A	1	L.S.	Remove Existing and Install New Thermoplastic Pavement Markings, Including Continental Crosswalk and Green Lanes or Conflict Zones	\$40,500.00	\$40,500.00	\$37,795.00	\$37,795.00	\$38,500.00	\$38,500.00	\$40,000.00	\$40,000.00	\$41,000.00	\$41,000.00
17A	14	EA	Adjust and Reset Existing Survey Monuments and Ties	\$600.00	\$8,400.00	\$516.00	\$7,224.00	\$1,600.00	\$22,400.00	\$520.00	\$7,280.00	\$600.00	\$8,400.00
18A1	55	EA	Adjust Manhole Covers to Grade	\$900.00	\$49,500.00	\$991.00	\$54,505.00	\$1,100.00	\$60,500.00	\$924.00	\$50,820.00	\$1,200.00	\$66,000.00
18A2	5	EA	Adjust Orange County Sanitation District (OCSA) Manhole Covers to Grade	\$1,500.00	\$7,500.00	\$1,460.00	\$7,300.00	\$4,000.00	\$20,000.00	\$2,310.00	\$11,550.00	\$1,600.00	\$8,000.00
19A	75	EA	Adjust Water Valves to Grade	\$800.00	\$60,000.00	\$782.00	\$58,650.00	\$1,100.00	\$82,500.00	\$924.00	\$69,300.00	\$950.00	\$71,250.00
20A	163,000	S.F.	Cold Mill (2" Minimum Depth)	\$0.30	\$48,900.00	\$0.29	\$47,270.00	\$0.27	\$44,010.00	\$0.35	\$57,050.00	\$0.30	\$48,900.00
21A	1	L.S.	Implement Temporary Traffic Control	\$70,000.00	\$70,000.00	\$40,469.00	\$40,469.00	\$25,000.00	\$25,000.00	\$90,505.50	\$90,505.50	\$186,900.00	\$186,900.00
22A	35	EA	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	\$400.00	\$14,000.00	\$318.00	\$11,130.00	\$315.00	\$11,025.00	\$320.00	\$11,200.00	\$400.00	\$14,000.00
23A	30	EA	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	\$300.00	\$9,000.00	\$292.00	\$8,760.00	\$300.00	\$9,000.00	\$294.00	\$8,820.00	\$400.00	\$12,000.00
24A	745	L.F.	Paint Red Curb	\$2.00	\$1,490.00	\$1.40	\$1,043.00	\$1.50	\$1,117.50	\$1.50	\$1,117.50	\$2.00	\$1,490.00
BASE BID TOTAL:				\$1,159,640.00		\$1,061,160.00		\$1,175,872.50		\$1,248,551.00		\$1,325,035.00	

# ATTACHMENT 3

## CITY OF COSTA MESA PUBLIC SERVICES DEPARTMENT

### Wilson Street Improvement Project

CITY PROJECT NO. 22-01  
BID OPENING DATE: April 4, 2022

#### ADDITIVE BID ITEM - B

3B	70	E.L.T.	Procure and Apply Slurry Seal Type II with 2.5% latex Street Surfacing	\$750.00	\$52,500.00
4B	1	L.S.	Procure and Apply Crack Seal Prior to Slurry Seal	\$7,500.00	\$7,500.00
5B	580	TONS	Remove & Reconstruct Asphalt Concrete (AC) [6" Minimum Depth, Including Excavation] and Replace with 6" AC Over 6" Crushed Miscellaneous Base (CMB)	\$200.00	\$116,000.00
6B	380	TONS	Type "C3" Asphalt Concrete Leveling (Paving Machine)	\$120.00	\$45,600.00
7B	1,300	TONS	Type "GG-C" Asphalt Rubber Hot Mix (AHRM-G) Surface Course	\$115.00	\$149,500.00
8B	2	EA	Remove Existing and reconstruct ADA Curb Ramps with Truncated Domes per CALTRANS STD. Plan A88A	\$7,500.00	\$15,000.00
9B	1,100	S.F.	Remove Existing and Reconstruct Portland Cement Concrete (PCC) Cross-Gutter, Spandrel, Local Depression, and PCC Pad (8" PCC over 8" CMB)	\$40.00	\$44,000.00
10B	120	L.F.	Remove and Reconstruct Portland Cement Concrete (PCC) C-6 Curb & Gutter [Include 2' Asphalt Concrete (AC) Slot Pave]	\$80.00	\$9,600.00
11B	800	L.F.	Remove and Reconstruct Portland Cement Concrete (PCC) C-8 Curb & Gutter [Include 2' Asphalt Concrete (AC) Slot Pave]	\$85.00	\$68,000.00
12B	3,140	S.F.	Install Portland Cement Concrete (PCC) Sidewalk [4" PCC over 4" Crushed Miscellaneous Base (CMB)]	\$15.00	\$47,100.00
13B	1,730	S.F.	Remove and Reconstruct Portland Cement Concrete (PCC) Driveway Approach [6" PCC over 6" Crushed Miscellaneous Base (CMB)]	\$20.00	\$34,600.00
14B	1	L.S.	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	\$16,000.00	\$16,000.00
15B	7	EA	Install New Blue Raised Pavement Markers (BRPMs)	\$20.00	\$140.00
16B	1	L.S.	Remove Existing and Install New Thermoplastic Pavement Markings, Including Continental Crosswalk and Green Lanes or Conflict Zones	\$40,500.00	\$40,500.00
17B	12	EA	Adjust and Reset Existing Survey Monuments and Ties	\$600.00	\$7,200.00
18B	28	EA	Adjust Manhole Covers to Grade	\$900.00	\$25,200.00
19B	40	EA	Adjust Water Valves to Grade	\$800.00	\$32,000.00
20B	105,000	S.F.	Cold Mill (2" Minimum Depth)	\$0.30	\$31,500.00
21B	1	L.S.	Implement Temporary Traffic Control	\$70,000.00	\$70,000.00
22B	5	EA	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	\$400.00	\$2,000.00
23B	45	EA	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	\$300.00	\$13,500.00
24B	460	L.F.	Paint Red Curb	\$2.00	\$920.00

**ADDITIVE BID (B) TOTAL: \$828,360.00**

#### ADDITIVE BID ITEM - C

C-1	120	L.F.	Construct 8" High PCC, Type "B" Curb per City Standard Drawing No. 311	\$90.00	\$10,800.00
C-2	10	C.Y.	Install 8" Depth Decomposed Granite (DG) at Pedestrian Refuge Island	\$650.00	\$6,500.00
C-3	90	S.F.	Remove Existing and Reconstruct Concrete Sidewalk (4" Concrete Over 4" CMB)	\$20.00	\$1,800.00
C-4	2	EA	Install Truncated Domes (3' X 10')	\$1,500.00	\$3,000.00
C-5	2	EA	Remove Existing and Install ADA Curb Ramps with Truncated Domes per Caltrans Standard Pland A88A	\$7,500.00	\$15,000.00

**ADDITIVE BID (C) TOTAL: \$37,100.00**

#### 1. ALL AMERICAN ASPHALT

\$617.00	\$43,190.00
\$1,929.00	\$1,929.00
\$210.00	\$121,800.00
\$97.00	\$36,860.00
\$97.00	\$126,100.00
\$7,081.00	\$14,162.00
\$27.20	\$29,920.00
\$88.80	\$10,656.00
\$69.80	\$55,840.00
\$11.10	\$34,854.00
\$19.30	\$33,389.00
\$18,021.00	\$18,021.00
\$20.50	\$143.50
\$38,975.00	\$38,975.00
\$507.00	\$6,084.00
\$972.00	\$27,216.00
\$767.00	\$30,680.00
\$0.29	\$30,450.00
\$9,692.00	\$9,692.00
\$312.00	\$1,560.00
\$287.00	\$12,915.00
\$1.40	\$644.00

**\$685,080.50**

#### 2. R.J. NOBLE COMPANY

\$725.00	\$50,750.00
\$6,500.00	\$6,500.00
\$185.00	\$107,300.00
\$110.00	\$41,800.00
\$110.00	\$143,000.00
\$7,500.00	\$15,000.00
\$32.00	\$35,200.00
\$67.00	\$8,040.00
\$72.00	\$57,600.00
\$14.00	\$43,960.00
\$20.00	\$34,600.00
\$12,500.00	\$12,500.00
\$25.00	\$175.00
\$38,000.00	\$38,000.00
\$1,600.00	\$19,200.00
\$1,100.00	\$30,800.00
\$1,100.00	\$44,000.00
\$0.27	\$28,350.00
\$20,000.00	\$20,000.00
\$315.00	\$1,575.00
\$300.00	\$13,500.00
\$1.50	\$690.00

**\$752,540.00**

#### 3. HARDY & HARPER INC.

\$726.00	\$50,820.00
\$16,500.00	\$16,500.00
\$178.00	\$103,240.00
\$118.00	\$44,840.00
\$107.00	\$139,100.00
\$14,600.00	\$29,200.00
\$35.00	\$38,500.00
\$104.00	\$12,480.00
\$110.00	\$88,000.00
\$18.00	\$56,520.00
\$27.00	\$46,710.00
\$12,650.00	\$12,650.00
\$21.00	\$147.00
\$38,000.00	\$38,000.00
\$520.00	\$6,240.00
\$924.00	\$25,872.00
\$924.00	\$36,960.00
\$0.35	\$36,750.00
\$51,130.00	\$51,130.00
\$320.00	\$1,600.00
\$294.00	\$13,230.00
\$1.50	\$690.00

**\$849,179.00**

#### 4. SEQUEL CONTRACTORS, INC.

\$800.00	\$56,000.00
\$15,000.00	\$15,000.00
\$260.00	\$150,800.00
\$132.00	\$50,160.00
\$125.00	\$162,500.00
\$9,500.00	\$19,000.00
\$29.00	\$31,900.00
\$75.00	\$9,000.00
\$75.00	\$60,000.00
\$17.00	\$53,380.00
\$19.50	\$33,735.00
\$17,000.00	\$17,000.00
\$25.00	\$175.00
\$43,000.00	\$43,000.00
\$600.00	\$7,200.00
\$1,200.00	\$33,600.00
\$950.00	\$38,000.00
\$0.35	\$36,750.00
\$159,800.00	\$159,800.00
\$400.00	\$2,000.00
\$400.00	\$18,000.00
\$2.00	\$920.00

**\$997,920.00**

**GRAND TOTAL (BASE BID + ADDITIVE BID (B) + ADDITIVE BID (C): \$2,025,100.00**

PAGE 2 OF 4 **\$1,795,390.50**

**\$1,962,872.50**

**\$2,158,300.00**

**\$2,380.90: 272**



# ATTACHMENT 3

## CITY OF COSTA MESA PUBLIC SERVICES DEPARTMENT

### Wilson Street Improvement Project

CITY PROJECT NO. 22-01  
BID OPENING DATE: April 4, 2022

BASE BID						CITY ESTIMATE						5. EBS GENERAL ENGINEERING INC.				6. PALP DBA EXCEL PAVING				AVERAGE			
												CORONA				LONG BEACH							
BID QUANTITY			DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL								
1	1	L.S.	Mobilization and Demobilization	\$80,000.00	\$80,000.00	\$79,209.02	\$79,209.02	\$125,000.00	\$125,000.00	\$89,283.34	\$89,283.34												
2	1	F.A.	Additional Work Items	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00												
3A	30	E.L.T.	Procure and Apply Slurry Seal Type II with 2.5% latex Street Surfacing	\$750.00	\$22,500.00	\$977.50	\$29,325.00	\$1,130.00	\$33,900.00	\$866.08	\$25,982.50												
4A	1	L.S.	Procure and Apply Crack Seal Prior to Slurry Seal	\$7,500.00	\$7,500.00	\$8,500.00	\$8,500.00	\$6,800.00	\$6,800.00	\$9,149.50	\$9,149.50												
5A	140	TONS	Remove & Reconstruct Asphalt Concrete (AC) [6" Minimum Depth, Including Excavation] and Replace with 6" AC Over 6" Crushed Miscellaneous Base (CMB)	\$200.00	\$28,000.00	\$405.59	\$56,782.60	\$385.00	\$53,900.00	\$268.43	\$37,580.43												
6A	660	TONS	Type "C3" Asphalt Concrete Leveling (Paving Machine)	\$120.00	\$79,200.00	\$136.00	\$89,760.00	\$130.00	\$85,800.00	\$120.50	\$79,530.00												
7A	2,000	TONS	Type "GG-C" Asphalt Rubber Hot Mix (AHRM-G) Surface Course	\$115.00	\$230,000.00	\$152.50	\$305,000.00	\$120.00	\$240,000.00	\$118.58	\$237,166.67												
8A	6	E.A.	Remove Existing and Reconstruct ADA Curb Ramps with Truncated Domes per CALTRANS STD. Plan 444A	\$7,500.00	\$45,000.00	\$7,890.00	\$47,340.00	\$9,000.00	\$54,000.00	\$9,180.83	\$55,085.00												
9A	820	S.F.	Remove Existing and Reconstruct Portland Cement Concrete (PCC) Cross-Gutter, Spandrel, Local Depression, and PCC Pad (8" PCC over 8" CMB)	\$40.00	\$32,800.00	\$37.00	\$30,340.00	\$36.00	\$29,520.00	\$35.43	\$29,055.33												
10A	1,240	L.F.	Remove and Reconstruct Portland Cement Concrete (PCC) C-6 Curb & Gutter [Include 2' Asphalt Concrete (AC) Slot Pave]	\$80.00	\$99,200.00	\$54.50	\$67,580.00	\$110.00	\$136,400.00	\$78.58	\$97,443.33												
11A	330	L.F.	Remove and Reconstruct Portland Cement Concrete (PCC) C-8 Curb & Gutter [Include 2' Asphalt Concrete (AC) Slot Pave]	\$85.00	\$28,050.00	\$54.50	\$17,985.00	\$110.00	\$36,300.00	\$81.50	\$26,895.00												
12A	1,660	S.F.	Install Portland Cement Concrete (PCC) Sidewalk [4" PCC over 4" Crushed Miscellaneous Base (CMB)]	\$15.00	\$24,900.00	\$13.35	\$22,161.00	\$20.00	\$33,200.00	\$15.68	\$26,020.50												
13A	2,850	S.F.	Remove and Reconstruct Portland Cement Concrete (PCC) Driveway Approach [6" PCC over 6" Crushed Miscellaneous Base (CMB)]	\$20.00	\$57,000.00	\$25.75	\$73,387.50	\$25.00	\$71,250.00	\$24.01	\$68,423.75												
14A	1	L.S.	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	\$16,000.00	\$16,000.00	\$17,700.00	\$17,700.00	\$17,000.00	\$17,000.00	\$15,727.67	\$15,727.67												
15A	10	EA	Install New Blue Raised Pavement Markers (BRPMs)	\$20.00	\$200.00	\$23.00	\$230.00	\$22.00	\$220.00	\$22.82	\$228.17												
16A	1	L.S.	Remove Existing and Install New Thermoplastic Pavement Markings, Including Continental Crosswalk and Green Lanes or Conflict Zones	\$40,500.00	\$40,500.00	\$43,950.00	\$43,950.00	\$42,000.00	\$42,000.00	\$40,540.83	\$40,540.83												
17A	14	EA	Adjust and Reset Existing Survey Monuments and Ties	\$600.00	\$8,400.00	\$2,150.50	\$30,107.00	\$500.00	\$7,000.00	\$981.08	\$13,735.17												
18A1	55	EA	Adjust Manhole Covers to Grade	\$900.00	\$49,500.00	\$1,000.00	\$55,000.00	\$800.00	\$44,000.00	\$1,002.50	\$55,137.50												
18A2	5	EA	Adjust Orange County Sanitation District (OCS) Manhole Covers to Grade	\$1,500.00	\$7,500.00	\$3,100.00	\$15,500.00	\$1,500.00	\$7,500.00	\$2,328.33	\$11,641.67												
19A	75	EA	Adjust Water Valves to Grade	\$800.00	\$60,000.00	\$1,100.00	\$82,500.00	\$500.00	\$37,500.00	\$892.67	\$66,950.00												
20A	163,000	S.F.	Cold Mill (2" Minimum Depth)	\$0.30	\$48,900.00	\$0.61	\$99,430.00	\$0.50	\$81,500.00	\$0.39	\$63,026.67												
21A	1	L.S.	Implement Temporary Traffic Control	\$70,000.00	\$70,000.00	\$39,350.00	\$39,350.00	\$50,000.00	\$50,000.00	\$72,037.42	\$72,037.42												
22A	35	EA	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	\$400.00	\$14,000.00	\$350.00	\$12,250.00	\$310.00	\$10,850.00	\$335.50	\$11,742.50												
23A	30	EA	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	\$300.00	\$9,000.00	\$325.00	\$9,750.00	\$280.00	\$8,400.00	\$315.17	\$9,455.00												
24A	745	L.F.	Paint Red Curb	\$2.00	\$1,490.00	\$1.55	\$1,154.75	\$2.00	\$1,490.00	\$1.66	\$1,235.46												
BASE BID TOTAL:					\$1,159,640.00	\$1,334,291.87					\$1,313,530.00					\$1,243,073.40							

# ATTACHMENT 3

## CITY OF COSTA MESA PUBLIC SERVICES DEPARTMENT

### Wilson Street Improvement Project

CITY PROJECT NO. 22-01  
BID OPENING DATE: April 4, 2022

#### ADDITIVE BID ITEM - B

3B	70	E.L.T.	Procure and Apply Slurry Seal Type II with 2.5% latex Street Surfacing	\$750.00	\$52,500.00
4B	1	L.S.	Procure and Apply Crack Seal Prior to Slurry Seal	\$7,500.00	\$7,500.00
5B	580	TONS	Remove & Reconstruct Asphalt Concrete (AC) [6" Minimum Depth, Including Excavation] and Replace with 6" AC Over 6" Crushed Miscellaneous Base (CMB)	\$200.00	\$116,000.00
6B	380	TONS	Type "C3" Asphalt Concrete Leveling (Paving Machine)	\$120.00	\$45,600.00
7B	1,300	TONS	Type "GG-C" Asphalt Rubber Hot Mix (AHRM-G) Surface Course	\$115.00	\$149,500.00
8B	2	EA	Remove Existing and reconstruct ADA Curb Ramps with Truncated Domes per CALTRANS STD. Plan A88A	\$7,500.00	\$15,000.00
9B	1,100	S.F.	Remove Existing and Reconstruct Portland Cement Concrete (PCC) Cross-Gutter, Spandrel, Local Depression, and PCC Pad (8" PCC over 8" CMB)	\$40.00	\$44,000.00
10B	120	L.F.	Remove and Reconstruct Portland Cement Concrete (PCC) C-6 Curb & Gutter [Include 2' Asphalt Concrete (AC) Slot Pave]	\$80.00	\$9,600.00
11B	800	L.F.	Remove and Reconstruct Portland Cement Concrete (PCC) C-8 Curb & Gutter [Include 2' Asphalt Concrete (AC) Slot Pave]	\$85.00	\$68,000.00
12B	3,140	S.F.	Install Portland Cement Concrete (PCC) Sidewalk [4" PCC over 4" Crushed Miscellaneous Base (CMB)]	\$15.00	\$47,100.00
13B	1,730	S.F.	Remove and Reconstruct Portland Cement Concrete (PCC) Driveway Approach [6" PCC over 6" Crushed Miscellaneous Base (CMB)]	\$20.00	\$34,600.00
14B	1	L.S.	Remove Existing and Install New Lane Markings, Striping, Pavement Legends, and Raised Pavement Markers (RPMs) per Approved Plan	\$16,000.00	\$16,000.00
15B	7	EA	Install New Blue Raised Pavement Markers (BRPMs)	\$20.00	\$140.00
16B	1	L.S.	Remove Existing and Install New Thermoplastic Pavement Markings, Including Continental Crosswalk and Green Lanes or Conflict Zones	\$40,500.00	\$40,500.00
17B	12	EA	Adjust and Reset Existing Survey Monuments and Ties	\$600.00	\$7,200.00
18B	28	EA	Adjust Manhole Covers to Grade	\$900.00	\$25,200.00
19B	40	EA	Adjust Water Valves to Grade	\$800.00	\$32,000.00
20B	105,000	S.F.	Cold Mill (2" Minimum Depth)	\$0.30	\$31,500.00
21B	1	L.S.	Implement Temporary Traffic Control	\$70,000.00	\$70,000.00
22B	5	EA	Remove Existing and Install New Type "D" Traffic Signal Loop Detectors	\$400.00	\$2,000.00
23B	45	EA	Remove Existing and Install New Type "E" Traffic Signal Loop Detectors	\$300.00	\$13,500.00
24B	460	L.F.	Paint Red Curb	\$2.00	\$920.00

**ADDITIVE BID (B) TOTAL: \$828,360.00**

#### 5. EBS GENERAL ENGINEERING INC.

\$954.50	\$66,815.00
\$7,658.00	\$7,658.00
\$390.00	\$226,200.00
\$153.40	\$58,292.00
\$153.00	\$198,900.00
\$7,890.00	\$15,780.00
\$36.00	\$39,600.00
\$100.00	\$12,000.00
\$51.50	\$41,200.00
\$13.25	\$41,605.00
\$25.00	\$43,250.00
\$13,857.50	\$13,857.50
\$23.00	\$161.00
\$41,680.60	\$41,680.60
\$2,150.50	\$25,806.00
\$1,000.00	\$28,000.00
\$1,100.00	\$44,000.00
\$0.63	\$66,150.00
\$39,350.00	\$39,350.00
\$350.00	\$1,750.00
\$325.00	\$14,625.00
\$1.55	\$713.00

**\$1,027,393.10**

#### 6. PALP DBA EXCEL PAVING

\$1,000.00	\$70,000.00
\$9,000.00	\$9,000.00
\$400.00	\$232,000.00
\$143.00	\$54,340.00
\$138.00	\$179,400.00
\$9,800.00	\$19,600.00
\$54.00	\$59,400.00
\$156.00	\$18,720.00
\$140.00	\$112,000.00
\$27.00	\$84,780.00
\$36.00	\$62,280.00
\$15,000.00	\$15,000.00
\$21.00	\$147.00
\$40,000.00	\$40,000.00
\$500.00	\$6,000.00
\$800.00	\$22,400.00
\$500.00	\$20,000.00
\$0.50	\$52,500.00
\$85,500.00	\$85,500.00
\$310.00	\$1,550.00
\$280.00	\$12,600.00
\$2.00	\$920.00

**\$1,158,137.00**

#### AVERAGE

\$803.75	\$56,262.50
\$9,431.17	\$9,431.17
\$270.50	\$156,890.00
\$125.57	\$47,715.33
\$121.67	\$158,166.67
\$9,395.17	\$18,790.33
\$35.53	\$39,086.67
\$98.47	\$11,816.00
\$86.38	\$69,106.67
\$16.73	\$52,516.50
\$24.47	\$42,327.33
\$14,838.08	\$14,838.08
\$22.58	\$158.08
\$39,942.60	\$39,942.60
\$979.58	\$11,755.00
\$999.33	\$27,981.33
\$890.17	\$35,606.67
\$0.40	\$41,825.00
\$60,912.00	\$60,912.00
\$334.50	\$1,672.50
\$314.33	\$14,145.00
\$1.66	\$762.83

**\$911,708.27**

#### ADDITIVE BID ITEM - C

C-1	120	L.F.	Construct 8" High PCC, Type "B" Curb per City Standard Drawing No. 311	\$90.00	\$10,800.00
C-2	10	C.Y.	Install 8" Depth Decomposed Granite (DG) at Pedestrian Refuge Island	\$650.00	\$6,500.00
C-3	90	S.F.	Remove Existing and Reconstruct Concrete Sidewalk (4" Concrete Over 4" CMB)	\$20.00	\$1,800.00
C-4	2	EA	Install Truncated Domes (3' X 10')	\$1,500.00	\$3,000.00
C-5	2	EA	Remove Existing and Install ADA Curb Ramps with Truncated Domes per Caltrans Standard Pland A88A	\$7,500.00	\$15,000.00

**ADDITIVE BID (C) TOTAL: \$37,100.00**

\$84.00	\$10,080.00
\$520.00	\$5,200.00
\$55.25	\$4,972.50
\$1,965.00	\$3,930.00
\$7,890.00	\$15,780.00

**\$39,962.50**

\$110.00	\$13,200.00
\$650.00	\$6,500.00
\$32.00	\$2,880.00
\$1,900.00	\$3,800.00
\$9,800.00	\$19,600.00

**\$45,980.00**

\$90.00	\$10,800.00
\$786.67	\$7,866.67
\$33.88	\$3,048.75
\$1,266.67	\$2,533.33
\$11,881.67	\$23,763.33

**\$48,012.08**

**GRAND TOTAL (BASE BID + ADDITIVE BID (B) + ADDITIVE BID (C )): \$2,025,100.00**

PAGE 4 OF 4 **\$2,401,647.47**

**\$2,517,647.00**

**\$2,202,793.75**



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-665

**Meeting Date:** 5/3/2022

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**TITLE:**

AWARD OF CITYWIDE TRAFFIC SIGNAL MAINTENANCE CONTRACT

**DEPARTMENT:** PUBLIC SERVICES DEPARTMENT / TRANSPORTATION  
SERVICES DIVISION

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

**CONTACT INFORMATION:** JENNIFER ROSALES, TRANSPORTATION SERVICES  
MANAGER (714) 754-5343

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve the proposed Maintenance Services Agreement (MSA) with Yunex LLC for the maintenance of the City's traffic signals in an amount not to exceed \$400,000 annually, for an initial term of three (3) years with two (2) one-year renewal options for a total of five years.
2. Approve a 10% contingency annually for unforeseen costs relating to the City's traffic signals.
3. Authorize the City Manager and the City Clerk to execute the agreement and future amendments to the agreement.

**BACKGROUND:**

On March 1, 2015, a contract was executed with Siemens Industry, Inc. to perform routine and extraordinary traffic signal maintenance services for the City's traffic operations equipment. The contract term was for a period of four (4) years with three (3) one-year extensions. On November 12, 2020, Siemens Industry announced that the signal maintenance branch of the company would be managed under a new name, Yunex, by the end of 2021. On December 7, 2021, Amendment No. 2 modified the contractor's name to Yunex LLC, a wholly owned subsidiary of Siemens Mobility, Inc. On February 17, 2022, Amendment No. 3 extended the term of the contract to June 30, 2022.

**ANALYSIS:**

In December 2021, a Request for Proposals (RFP) for the traffic signal maintenance services for the City was posted on the PlanetBids website. The necessary services include the performance of "routine" as well as "extraordinary" maintenance of the City's current 131 traffic signals, three (3) pedestrian hybrid beacons/fire station signals, 53 radar speed feedback signs, eight (8) flashing crosswalks, 47 Closed Circuit Television cameras, twelve (12) battery backup systems, ten (10)

school warning flashers, and approximately 36 miles of underground communications cable and associated hardware.

Five (5) proposals were received and reviewed for compliance with the City's RFP, and prospective maintenance contractors were evaluated based on work plan and approach, technical qualifications and experience of personnel, qualifications of the contractor, cost proposal, and associated evaluation criteria. The two (2) highest ranked contractors were selected to interview for further evaluation. After careful review of all proposals and interview responses, Yunex LLC was selected for the City's traffic signal maintenance. The Yunex team successfully demonstrated a thorough understanding of the scope of work of the maintenance services, technical ability and experience, ability to respond on time and maintain adequate supply of materials and equipment in their warehouse and service yard. Yunex LLC provides traffic signal maintenance services of similar scope and size for cities throughout Orange and Los Angeles counties. In addition, Yunex, LLC has successfully provided reliable and continuous traffic signal maintenance services to the City for the past seven years.

Staff recommends that City Council approve the proposed MSA with Yunex, LLC, for maintenance of City's traffic signal equipment and related infrastructure.

#### **ALTERNATIVES:**

An alternative to awarding this agreement would be to have in-house personnel perform traffic signal maintenance duties. However, in-house maintenance of traffic signals would require hiring specially trained personnel and the purchase of additional vehicles, electronic testing/repair equipment, and surplus of traffic signal equipment and materials. This alternative is not recommended at this time.

#### **FISCAL REVIEW:**

Funding for the Maintenance Services Agreement (MSA) with Yunex, LLC for the City's traffic signal maintenance is available in the annually appropriated operations budget of the Public Services Department/Transportation Services Division.

The \$400,000 annual traffic signal maintenance cost includes a fixed "Routine Maintenance" cost of \$10,803.50 per month (\$129,642 per year) covering the routine monthly inspection and maintenance of the City's traffic signals, pedestrian hybrid beacons (HAWK), battery backup system (BBS) and flashing LED stop signs. The remainder of the contract budget is anticipated to cover the cost of extraordinary maintenance comprising of labor and materials to replace outdated or malfunctioning equipment and traffic signal appurtenances including, but are not limited to, LED lamps, traffic signals heads, loop detectors, pedestrian amenities, damaged communication equipment, and other replaceable items.

#### **LEGAL REVIEW:**

The City Attorney's Office has reviewed this agenda report, prepared the proposed Maintenance 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 the City Council:

1. Approve the proposed Maintenance Services Agreement (MSA) with Yunex LLC for the maintenance of the City's traffic signals in an amount not to exceed \$400,000 annually, for an initial term of three (3) years with two (2) one-year renewal options for a total of five years.
2. Approve a 10% contingency annually for unforeseen costs related to the City's traffic signals.
3. Authorize the City Manager and the City Clerk to execute the agreement and future amendments to the agreement.



**CITY OF COSTA MESA  
MAINTENANCE SERVICES AGREEMENT  
WITH  
YUNEX LLC**

THIS MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 3rd day of May, 2022 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and YUNEX LLC, a Delaware limited liability company ("Contractor").

**WITNESSETH:**

A. City proposes to utilize the services of Contractor as an independent contractor to provide traffic signal 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 for the signals and devices 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 Transportation Services Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

1.4. Compliance with Applicable Law. Contractor 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. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "D," attached hereto and incorporated herein. Contractor's annual compensation shall not exceed Four Hundred Thousand Dollars (\$400,000.00). Contractor shall not increase its fees at any time during the initial term or any extension periods, unless otherwise agreed to in writing by City and Contractor.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the Scope of Services set forth in this Agreement without amending this

Agreement as provided herein. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the Services performed, the date of performance, and the associated time for completion.

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

### **3.0. TIME OF PERFORMANCE**

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

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

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:

Yunex LLC  
2250 Business Way  
Riverside, CA 92501  
Tel: (951) 784-6600  
Attn: Michael Hutchens

IF TO CITY:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Tel: (714) 754-5298  
Attn: Noel Casil

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 "E" 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, with counsel of City's choosing, 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**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Brenda Green  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney

Date: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Ruth Wang  
Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Noel Casil  
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**

## **TRAFFIC SIGNAL SYSTEM MAINTENANCE SCOPE OF WORK**

THIS SCOPE OF WORK relates to maintenance of traffic signals, safety lighting, closed circuit television cameras (CCTV), flashing crosswalks, radar speed signs, flashing beacons, battery backup systems (BBS), field communications equipment, and associated traffic safety devices under the City of Costa Mesa jurisdiction, hereinafter referred to as "City".

Services provided shall be as follows:

### **SECTION I. GENERAL**

#### **A. QUALIFICATIONS**

The Traffic Signal Maintenance Contractor, here in after referred to as "Contractor" shall have available and readily accessible all required tools, materials, equipment, apparatus, facilities and skilled labor services to perform all work necessary to maintain the various traffic facilities in a good workmanlike manner.

All work, materials and equipment shall conform to current Caltrans Standard Plans and Specifications, the California Manual of Uniform Traffic Control Devices (CA MUTCD), the International Municipal Signal Association (IMSA), and City Standards.

The Contractor shall provide at least one full-time signal maintenance technician certified as a Level II Traffic Signal Technician by IMSA with bucket truck for City traffic maintenance purposes. The Contractor shall have available adequate skilled personnel and proper lab testing facilities to perform inspection and repair of signal cabinets, controller assemblies, auxiliary equipment and traffic control appurtenances.

The Contractor shall have on hand at all times at least three of each of the following spare equipment:

- Econolite Cobalt controllers.
- NEMA conflict monitors with LED display, as needed for replacement.
- Etherwan ethernet switch, model EX78802-0VBT

The Contractor shall maintain a single local telephone number where they can be directly reached daily on a twenty-four (24) hour basis for emergency service for response to damage, malfunctions, or to correct conditions that may create a public hazard. Response service to specified location shall be within thirty (30) minutes to correct malfunction, damage or risk to public safety. The Contractor telephone number shall be made available to all persons designated by City.

#### **B. RECORDS**

1. Intersection Records: The Contractor shall maintain at each intersection a permanent service record documenting all ongoing work, operations and hardware malfunctions, repair and configuration work. The record shall log both monthly preventive maintenance and all extraordinary maintenance work, and specify the date and nature of all repairs to the controller assembly and field hardware. Serial numbers of

controller units shall be logged when laboratory maintenance is required. The intersection maintenance record shall be in a format acceptable to the City and retained by the Contractor for a seven-year period. Separate signal timing and hardware documents shall additionally be retained in each cabinet, including a cabinet wiring diagram, signal phase and pedestrian timings, detectors, interconnect equipment, preempt control, etc.

2. Office Records: The Contractor shall maintain a complete record of all laboratory repairs to controllers and hardware showing all parts or components replaced with serial numbers. Each service truck shall keep a daily record covering time chargeable for each twenty-four (24) hour period. This record shall include the time and day work was performed at each intersection and a description of the work, equipment and manpower provided.
3. Activities Report: A monthly activities report shall be submitted to the City Transportation Services Division by the fifteenth working day of each month in conjunction with the monthly billing statement. The report shall include a complete record of all work performed for City during the prior month. This compiled record shall include the location, day and time of each separate service, the reason for the service, whether routine, extraordinary or emergency, and the number of staff hours and equipment for each service. Copies of laboratory reports showing repairs to controller, detector, conflict monitor units, etc., shall be included in the activities report. The Contractor and the City Transportation Services staff shall meet to review the report at a mutually agreed upon time. Immediately prior to each meeting the Contractor shall deliver to City a copy of the "Activities Report."

## **SECTION II. ROUTINE MAINTENANCE**

The Contractor shall provide a program of continued comprehensive preventive maintenance (PM) to eliminate or reduce the incidence of malfunctions, promote public safety, reduce public complaints, and extend the longevity of equipment.

On a monthly basis, each signalized intersection, BBS unit, HAWK signal and flashing stop sign shall be inspected, based on the following maintenance program. City will compensate Contractor monthly at the unit bid prices defined in the Fee Proposal. Said price shall include all services rendered for labor, materials, equipment, overhead and profit. The program shall include, but not be limited to, the following:

- a. Clean cabinet interior and exterior, remove dirt and foreign material. Replace or clean cabinet filters and light bulbs. Ensure watertight seal exists on cabinet base and provide additional sealant as needed to maintain a moisture proof bond to protect the cabinet interior. Lubricate locks and hinges.
- b. Maintain an accurate chronograph and set all controller, conflict monitor and BBS clocks to National Bureau of Standards real time and dates.
- c. Check signal and pedestrian phase and interval timing and circuits for correct operations, including yellow and "flashing don't walk" intervals by chronograph or stopwatch.
- d. Check voltage at main power supply. Verify tightness of connectors at power panel,



ground buss, loop and field terminal panels.

- e. Check all detection equipment including cabinet detector amp units, individual field loops, pedestrian buttons, and bicycle push buttons. Check that the video detection and components are working and detecting vehicles and bicyclists properly.
- f. Check operation of the signal conflict monitor every six months by shorting / conflicting the field output terminals for vehicle and pedestrian phases, or by City- approved method. Contractor shall submit detailed report of findings for each signal conflict monitor unit to City upon completion of tests.
- g. Visually inspect all relays, power supplies, fuses, clocks, dials, switches, etc., and make routine adjustments or minor repairs as necessary.
- h. Field inspect signal poles, traffic signal, pedestrian heads and Light Emitting Diode (LED) quality of brightness, signal pole mounted signs, pedestrian buttons, safety lights, illuminated street name signs, vehicle detectors, etc., and remove dirt and any foreign material.
- i. Test each BBS unit by bypassing existing electrical service and power signal directly from BBS during each intersection PM. Verify battery condition and voltage continuity.
- j. Maintain monthly log of BBS test results and City shall be notified of any deficiencies affecting BBS unit performance.
- k. Contractor shall perform a monthly maintenance inspection of each flashing traffic control system (flashing stop signs) in the City based on the following:
  - If applicable, clean cabinet inside and outside and remove any foreign material.
  - If applicable, check power supply voltage, solar equipment, and replace any batteries as necessary.
  - If applicable, clean and wipe down solar panels to ensure continuous power is generated.
  - If applicable, check settings for on/off timing, flashing rate, flashing duration, and time of day.
  - If applicable, maintain all digital time clocks to National Bureau of standards time.
  - If applicable, observe each pole, head, traffic control sign, etc., and remove foreign material.
  - If applicable, check push button condition and replace push button if necessary.
- l. Contractor shall perform a monthly maintenance inspection of each pedestrian hybrid beacon (HAWK signal) system in the City based on the same methods used for signalized intersections.
- m. Immediately correct all safety deficiencies found during inspection and schedule non-emergency work, which shall be completed within 14 calendar days.

- n. In carrying out the above described tasks, Contractor shall immediately notify the City of any conditions that constitutes a public hazard or may affect efficient signal timing or coordination. The Contractor shall repair or replace parts and lamps, and keep all traffic systems hardware in good working condition.
- o. City traffic signals, flashers and City-owned streetlights shall be inspected by the Contractor once per month at night (night-ride). A list of all burned-out or malfunctioning signals, illuminated street name signs, flashers and street lighting shall be submitted to the City directly following the monthly night patrol. Upon City receipt and approval of listed repair work, repairs shall be performed within 5 business days.

### **SECTION III. EXTRAORDINARY MAINTENANCE**

Extraordinary maintenance includes work tasks to repair/replace defective or obsolete equipment and perform modification work not directly covered by routine maintenance. Work shall be performed at the direct request of City unless emergency or public safety conditions require a direct response. Should emergency or public safety conditions exist, Contractor shall undertake immediate repairs. Extraordinary maintenance includes the following:

- Failure or malfunction of the signal system if caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, power outage, street construction, or excavation.
- Maintenance of safety lighting at signalized intersections.
- Maintenance of internally illuminated street name signs and bulbs at signalized intersections.
- Upgrades or installations as directed by the City.
- Replace damaged loop detectors including sawcut and lead-in conduit.
- Replacement of Walk/Don't Walk pedestrian indications with modular, countdown LED type per ITE specifications.
- Repainting of signal heads, backplates, visors, frameworks, pedestrian push button housing and signs, electric meter service cabinets, and controller cabinets as directed by the City. Controller cabinets shall be painted with a white vinyl finish coat and pretreatment vinyl wash primer with anti-graffiti coating.
- Maintenance of City-owned streetlights as directed by the City.
- Maintenance of City-owned electronic radar speed feedback signs, rectangular rapid flashing beacons (RRFB's), flashing beacons, flashing crosswalks, and associated equipment as directed by the City.
- Maintenance of City-owned CCTV, GPS EVP, signal interconnect (SIC), single-mode fiber-optic (SMFO) cable, and associated communication and ITS equipment and infrastructure as directed by the City.

**Notification:** The Contractor shall contact the Transportation Services Manager or representative regarding any extraordinary maintenance work and seek prior approval before the work is scheduled. The Contractor shall notify Transportation Services by telephone at least four (4) hours in advance before any work is commenced, except in emergencies where injury or property damage may result without prompt response. No permanent or temporary change of control mechanisms shall be performed without prior approval of the City. When equipment is removed from the controller cabinet, the City shall be notified by phone within 24 hours or the next working day.

**Emergencies:** The Contractor shall respond immediately to emergency calls such as a total blackout, when directed by the City, and dispatch the qualified personnel and equipment to reach the site within thirty (30) minutes under normal circumstances. The replacement of burned-out signal lamps, internally illuminated street name sign lamps, or safety lights need not be on an emergency basis provided at least two signal indications operate for each direction of travel, or two intersection safety lights remain functional. Replacement of these items shall be in a routine manner within 5 days. For the emergency repair of a signal, which is totally blacked out, the following procedure of traffic control shall apply:

1. The Contractor shall dispatch qualified personnel and equipment to reach the site within thirty (30) minutes under normal circumstances. The Contractor's vehicles shall carry traffic cones, flashing arrow boards, traffic warning and stop signs, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Transportation Services Manager or representative. The Contractor shall conform to Caltrans and CA MUTCD Standards for all emergency and routine work.
2. If no police officer is present and temporary stop signs have been set up when the Contractor arrives at the site, the Contractor shall set up more traffic warning and control devices, as deemed necessary, and proceed to repair the signal. After the signal is back to normal operation, the Contractor shall remove all of the temporary traffic control devices and promptly return devices owned by City to the City Yard.
3. If a police officer is at the site when the Contractor arrives, the Contractor shall quickly examine the signal, evaluate the situation and discuss it with the police officer. If the repair will take only a few minutes, the police officer may stay to continue to direct traffic while the Contractor repairs the signal. If the repair will take longer than the officer can wait, the Contractor shall immediately set up temporary stop signs and all other necessary warning devices and relieve the police officer.

#### **SECTION IV. HARDWARE MAINTENANCE AND OPERATIONS**

Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the traffic control equipment with like make and model parts as the need arises and as directed by the City. Controller mechanisms, auxiliary equipment and appurtenances such as detectors, MMU conflict monitors, BBS and related items shall be serviced and overhauled as recommended by the manufacturer.

Overhaul shall include cleaning, lubrication, testing, timing checks, necessary adjustments replacement of non-functioning or degraded lamps, LED lights and other hardware. All equipment shall be maintained as recommended by the manufacturer. Certifications, warranties and product types for new hardware shall be furnished to the City.

##### **A. REPAIR AND REPLACEMENT**

The Contractor shall replace or repair any and all defective parts, which cause failure or malfunction, as the occasion arises, including signal controller and components, detector amplifiers, pedestrian timers, bicycle logic components, pedestrian and bicycle push buttons, relays, timing clocks, master controllers, coordination units, synchronizer and signal interconnect, flashers, burnouts, detector loops, video

detection cameras, sensing units, safety lights, illuminated street name signs and lights, wiring system, etc. Malfunctioning components affecting signal operations shall be repaired or replaced immediately. Non-essential non-safety related equipment shall be replaced within 14 days. Repair costs shall conform to prices defined in the "Fee Proposal."

Contractor agrees to notify City Transportation Services at least forty-eight (48) hours in advance of any traffic signal turn-offs or turn-ons necessitated by Contractor's operations. Contractor shall not make said turn-offs or turn-ons until a police officer is present, unless permission to proceed without police control is granted by the City.

B. LAMPS AND LIGHTING

The Contractor shall furnish and replace all signal lamps at all traffic signals and flashers based upon an 80% depletion curve. Incandescent lamps shall be replaced with GE VLA "incandescent look" LED brand lamps or City approved equal, meeting Caltrans Testing Lab, ITE, ETL certifications immediately as they occur. The Contractor shall temporarily retain all existing low or nonfunctional LED lenses under warranty for replacement and dispose them after warranty replacement is completed. Any lens obstructed by dirt or debris shall be cleaned immediately. In-pavement flashers shall be inspected with each monthly PM and replaced per manufacturer installation specifications as extraordinary work.

C. LOOP DETECTOR REPLACEMENT

All loop installation work shall conform to Caltrans Standard Plans and Specifications. The Contractor shall clean and fill deteriorated loop detector sawcuts with City approved epoxy. When determined by the City and the Contractor that the sawcut or detector loop cable (DLC) has deteriorated to a point that epoxy application is insufficient, the detector shall be replaced at the price stated in the contract. Loop wire shall be Type 2, Detector lead-in cable shall be Type B. Front loops shall be located 1' behind crosswalk line or limit line, and shall be Type 'F'. All loop installations shall commence with prior City approval.

D. PEDESTRIAN SIGNALS

The Contractor shall replace Walkman/Hand pedestrian signal lamps as they become dim or inoperative with "GE GTX" LED Countdown Pedestrian Signals or City approved equal meeting Caltrans Testing Lab ITE, and EIL certifications. Certifications, warranties and product specifications shall be furnished to the City. Pedestrian signals shall be routinely inspected and replaced as necessary. Existing housings should be reused where feasible and repainted.

E. AIR FILTERS

The Contractor shall replace the air filter elements in all cabinets a minimum of every six (6) months, or more frequently as needed. Air filters in all cabinets shall be initially replaced within four (2) months of this contract.

F. SCHOOL WARNING FLASHING BEACONS, FLASHING CROSSWALKS AND ELECTRONIC RADAR SPEED FEEDBACK SIGNS

The Contractor shall perform maintenance inspection or repair of school warning flashing beacons, HAWK signals, flashing crosswalks, and electronic radar feedback signs as directed by the City Maintenance. Inspection shall be based on the following:

1. Clean cabinet inside and outside and remove any foreign material.
2. Check power supply voltage, solar equipment, and replace any batteries as necessary.
3. Check settings for on/off timing, flashing rate, flashing duration, and time of day.
4. Maintain all digital time clocks to National Bureau of standards time.
5. Observe each pole, head, traffic control sign, etc., and remove foreign material.
6. Special attention shall be given to update Holiday, Daylight Savings Time, and shut-down periods.
7. Replace damaged or malfunctioning lamps, LED indications, in-road warning lights (IRWL), detection bollards, and pressure pads meeting manufacturer's specifications with prior City approval.

G. BATTERY SUPPORT SYSTEMS

The Contractor shall perform a monthly test on each traffic signal BBS and battery-powered flasher during routine maintenance work in accordance with the manufacturer's testing procedures. The Contractor shall notify the City of non-operable or low output batteries. Replacement batteries shall meet Caltrans Laboratory Standards or City-approved equivalent. The Contractor shall submit the battery brand and type to City for review and approval, prior to purchase of new batteries.

H. CCTV, COMMUNICATION, AND ITS EQUIPMENT

The Contractor shall perform maintenance and repair of CCTV, communication, and ITS equipment as directed by the City. Work shall include, and not be limited to, maintenance and repair of signal interconnect, single-mode fiber optic cable, conduit runs, splice kits and cabinets, CCTV camera assemblies, PTZ motor writs, video/data transceivers, ethernet switches, terminal servers, and distribution units. All work, materials, and equipment shall conform to latest Caltrans Standard Plans, Specifications, and Federal Communication Commission (FCC) specifications. Personnel performing work shall be certified and properly equipped to fully address maintenance and repair as directed by the City.

I. DAMAGED EQUIPMENT

The Contractor shall notify the City of the type and condition of all damaged equipment, and shall remove all damaged equipment to Contractor's premises as directed by the City. Upon approval by the City, the Contractor shall deliver select reusable equipment to the Costa Mesa Corporation Yard located at 2310 Placentia Avenue, Costa Mesa CA 92627.

J. NEW INSTALLATIONS

The Contractor shall include routine maintenance of new traffic devices upon installation consistent with unit fee identified in the Fee Proposal. In the event that notification is made of a new installation other than at the beginning of a monthly period, the unit cost will be prorated from the day the Contractor is notified.



K. WARRANTY SERVICE

During the period of warranty for new Contractor furnished equipment, the Contractor shall be responsible for covering hardware warranties and coordinating warranty service repair work. Contractor shall notify the City of any warranty repair delays and details of each incident.

L. TRAFFIC CONTROL

The Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times. All warning lights, signs, flares, barricades, delineators, detours and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained in a neat and clean manner by the Contractor. All traffic control shall conform to, and be placed in accordance with, the current Caltrans Traffic Manual, the CA MUTCD, and the latest updated version of the "Work Area Traffic Control Handbook." (WATCH).

During working hours, a minimum of one 10-foot wide travel lane in each direction, and all existing left-turn pockets whenever feasible shall be maintained. No lane closures on arterial highways will be permitted between the hours of 7:00AM to 8:30AM and between 3:30PM to 6:00PM, unless an emergency situation exists and such a closure is necessary to safeguard the public. Separation between travel lanes, channelization and delineation of the maintenance area shall be accomplished by the use of delineators and/or cones placed in conformance with Standards.

Each vehicle used to place and remove components of a traffic control system on multi-lane highways shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining or removing said components. The flashing arrow boards shall be in place before implementing lane closure(s). Upon completion of maintenance, all traffic control signs, barricades, delineators, etc., shall be immediately removed and site returned to original condition.

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**

# YUNEX TRAFFIC

A Siemens Business

Helping Our Communities Become Vibrant,  
Growing & Green

---

**Proposed to:**

City of Costa Mesa  
Attn: Stephanie Urueta  
Finance Department  
77 Fair Drive, 1st Floor  
Costa Mesa, CA 92626



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December 15<sup>th</sup>, 2021

Stephanie Urueta  
Finance Department  
City of Costa Mesa  
77 Fair Drive, 1<sup>st</sup> Floor  
Costa Mesa, CA 92626

YUNEX  
TRAFFIC

A Siemens Business

**RE: Proposal for: Traffic Signal Maintenance Services (RFP 22-11 / C03983)**

Ms. Urueta,

Yunex LLC (a Siemens Business) would like to express our sincere appreciation for the opportunity to participate in the proposal process for providing Traffic Signal Maintenance and Repair Services for the City's traffic signal system. The prices and terms stated in our proposal package will remain in effect for 180-days from the date of submission, December 15<sup>th</sup>, 2021.

Yunex LLC is a corporation, incorporated in the State of Delaware on February 17<sup>th</sup>, 2021. Yunex LLC is a wholly owned subsidiary of Siemens Mobility, Inc. Our federal tax employer I.D. number is 86-2136678 and our corporate address is 9225 Bee Cave Road, Building B, Austin, TX 78733.

Yunex LLC is an electrical contracting firm who is a California licensed A & C-10 contractor (CA License #1080007) and is also a registered Public Works Contractor (DIR No. 1000815000), who provides leading edge traffic technology for the fast-paced Intelligent Transportation Systems world. Whether providing maintenance services, local controllers, controller firmware, central systems, system analysis, design, or integration, Yunex LLC brings innovative and reliable solutions to customers.

Yunex LLC's local office is located at: 1026 E. Lacy Ave., Anaheim, CA 92805, which is located just 15 miles from the Costa Mesa City Hall, near Disneyland. All account management and field staff assigned to this contract will be based out of this office. Contact information: (714) 456-9902 (office) / (714) 456-9905 (fax).

*Yunex LLC (formerly Siemens Mobility, Inc.) has been successfully servicing this contract for the City of Costa Mesa since 03/01/2011 (over 10 years);* therefore, we believe we are well-versed in the city's equipment, staff, operations, and expectations.

During the evaluation, if there are any questions regarding this proposal, please feel free to contact either of us using the contact information listed below. We look forward to continuing to serve the needs of the City of Costa Mesa and would like to thank you in advance for your consideration.

Respectfully,

Yunex LLC



Steven Teal  
Director of Service  
1026 E. Lacy Ave.  
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## Background and Project Summary Section

### Our Past

Founded by Werner Von Siemens (pictured right) in 1847, Yunex Traffic (a Siemens Business) has become a global powerhouse in electronics and electrical engineering, operating in the industry, energy, and healthcare sectors. Siemens AG (Berlin and Munich) entered the traffic industry market in 1924 with the implementation of the first signal system with red, yellow, and green in Berlin, Germany. Innovation continued when Siemens introduced the first centrally controlled light signal system in 1926 and a tradition of developing ground-breaking technology in the traffic industry began. With its many years of presence in the world markets, Yunex Traffic possesses extensive international know-how and proven technical platforms in the areas of traffic management and guidance.



Yunex Traffic entered the US transportation market in 1995 through the acquisition of two industry leaders in the United States: Eagle Traffic Control Products and Gardner Transportation Systems. In 2010 Siemens acquired Republic ITS, a U.S. leader in traffic signal and streetlight maintenance services to enhance its presence in the intelligent traffic solutions (ITS) market in the USA. With these business acquisitions, along with our extensive dealer network, Yunex Traffic can solve traffic problems throughout the country and around the world.



### Our Present

Yunex Traffic currently services over 14,000 traffic signalized intersections and 560,000 streetlights under long-term maintenance agreements nationwide. We are dedicated to meeting and exceeding the challenging public safety requirements associated with our industry. Yunex Traffic has been in the traffic signal maintenance industry worldwide for over 50 years. Locally, Yunex Traffic (formerly Siemens Mobility, Inc., Republic ITS, & Signal Maintenance, Inc.) has been in business for over 40 years servicing numerous contracts throughout the state of California. Currently, in California alone Yunex Traffic maintains intersections for over 115 agencies encompassing over 4,000 locations of various sizes from full function intersections to in-pavement flashing crosswalks and rapid flashing beacons.

### Our Future

At Yunex Traffic we are always looking to the future and for our ITS division, the future is bright. With infrastructure improvement being the focus for many municipal governments these days, it is imperative that Yunex Traffic stays on the cutting edge of technology to remain relevant. Whether the agency is looking for connected vehicle, smart street lighting solutions, service/ support contracting, ITS software and controllers or complete infrastructure management, Yunex Traffic is constantly evolving the industry. We look to the future with the foresight that can only be gained through 174 years of experience and more importantly, we aim to shape it.

## Project Summary

Yunex Traffic is uniquely qualified to achieve the goals and targets that have been established by the City of Costa Mesa in this RFP. Our core business is traffic signal and streetlight maintenance and repair services. We have a long history of providing exceptional traffic solutions and services for municipal agencies throughout the United States.

### Our experience:



Yunex Traffic continues to successfully execute long-term service agreements in over 200 communities nationwide, which include maintenance programs for:

- 14,000 Signalized Intersections
- 560,000 Streetlights



In California, Yunex Traffic maintains traffic signals and street lighting for 115 communities, encompassing:

- 4,000 Signalized Intersections
- 100,000 Streetlights

As the leader in the private traffic signal and streetlight maintenance industry in the United States, Yunex Traffic can provide unparalleled expertise and outstanding value in traffic signal and street lighting related services. Among the most beneficial:

- ✓ *Yunex Traffic has been successfully servicing this contract for the City of Costa Mesa since 03/01/2011 (over 10 years);* therefore, we believe we are well-versed in the city's equipment, staff, operations, and expectations
- ✓ Yunex Traffic has the largest workforce of IMSA Level III Certified Technicians, NEC Certified Electricians, and construction personnel in the industry. All technicians are assigned vehicles which are taken home daily to ensure rapid response in case of emergency. Yunex Traffic employees live in geographical areas, which allow them to respond quicker than our competition. This provides our customers with the most efficient response times in the industry.
- ✓ Yunex Traffic has strategically positioned field offices with an abundance of inventory and technical resources, should the need arise.
- ✓ Yunex Traffic owns and operates approximately 100 service vehicles of various types and sizes in the State of California, the bulk of which are in Southern California. Yunex Traffic currently has 3 cranes in Southern California, which are stationed for quicker response times.
- ✓ Yunex Traffic will provide and maintain emergency service response on a three hundred and sixty-five (365) day basis, including all holidays.

In conclusion, Yunex Traffic is focused on delivering what your city needs the most today; safe, reliable infrastructure solutions that help decrease costs, increase revenue, and have a positive environmental impact for the city of Costa Mesa and its residents. Whether you choose to commute by foot, bike, car, bus, or light rail, Yunex Traffic management solutions can help you arrive safely, more efficiently and with less impact on the environment.

## Method of Approach

### Our Understanding

It is always the goal of Yunex Traffic is to hone our service around a customer's needs. We understand that throughout the term of a contract of this type, those needs may change. We approach all our contracts with the same simple vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever-evolving process and that is why we believe that the only successful route is through establishing these common goals. This methodology and a commitment to service will be applied to every aspect of our services for the City of Costa Mesa.

We understand that the general scope of the work to be done consists of maintaining the city's traffic signal system, which consists of Routine Maintenance, Extraordinary Maintenance, and Emergency Repair Services. Yunex Traffic will have available and readily accessible qualified personnel, all required tools, equipment, apparatus, facilities, and material and will perform all work necessary to maintain in good workmanlike manner, all city owned traffic signals, as outlined in the Scope of Work and in compliance with current City and State Standards.



### Our Approach / Response Times

To be able to respond immediately to emergency calls, Yunex Traffic's field technicians are authorized to take their work vehicles home daily. All work vehicles are stocked with the proper field equipment so he/she may sufficiently address most problems they encounter while responding.

Emergency response call outs and unscheduled/non-emergency repairs are initiated by calling our toll-free emergency phone number **1-800-229-6090** (live dispatcher 24 hours a day, 7 days a week), report the traffic signal location, the problem, and leave your call back information. Our dispatcher will create a work order in our visual planning board. Once the work order is released by our dispatcher it will immediately transfer to our technicians' queue on their Android or Apple device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that he/she is in receipt of the call out/work order. The technician will arrive at the location within the contracted response time to assess and correct the reported problem. Once the problem is corrected, the technician will inform the Customer of the repair actions.

Throughout the term of this agreement, Yunex Traffic will provide and maintain emergency service response on a twenty-four (24) hour, three-hundred and sixty-five (365) day basis, including all holidays. All personnel for Yunex Traffic that may be dispatched will have continuous communication access through cellular phone. **The response time for emergency calls will not exceed thirty minutes (30) minutes** as noted in the RFP. In cases of major malfunction or damage, Yunex Traffic will contact the Public Works Department to receive further direction.

## Scope of Work

THIS SCOPE OF WORK defines terms of a five (5) year contract for maintenance of traffic signals, safety lighting, closed circuit television cameras (CCTV), flashing crosswalks, radar speed signs, flashing beacons, battery backup systems (BBS), field communications equipment, and associated traffic safety devices under the City of Costa Mesa jurisdiction, herein after referred to as "CITY".

Services provided will be as follows:

### SECTION I. GENERAL

#### A. QUALIFICATIONS

Yunex LLC here in after referred to as "Company" will have available and readily accessible all required tools, materials, equipment, apparatus, facilities, and skilled labor services to perform all work necessary to maintain the various traffic facilities in a good workmanlike manner.

All work, materials and equipment will conform to current Caltrans Standard Plans and Specifications, the California Manual of Uniform Traffic Control Devices (CA MUTCD), the International Municipal Signal Association (IMSA), and CITY Standards.

Yunex LLC will provide at least one full-time signal maintenance technician certified as a Level II Traffic Signal Technician by IMSA with bucket truck for CITY traffic maintenance purposes. Yunex LLC will available adequate skilled personnel and proper lab testing facilities to perform inspection and repair of signal cabinets, controller assemblies, auxiliary equipment, and traffic control appurtenances.

Yunex LLC will always have on hand at least three of each of the following spare equipment:

- Econolite Cobalt controllers.
- NEMA conflict monitors with LED display, as needed for replacement.
- Etherwan ethernet switch, model EX78802-0VBT

Yunex LLC will maintain a single local telephone number where we can be directly reached daily on a twenty-four (24) hour basis for emergency service for response to damage, malfunctions, or to correct conditions that may create a public hazard. Response service to specified location will be within thirty (30) minutes to correct malfunction, damage, or risk to public safety. Yunex LLC's telephone number will be made available to all persons designated by CITY.

#### B. RECORDS

1. Intersection Records: Yunex LLC will maintain at each intersection a permanent service record documenting all ongoing work, operations and hardware malfunctions, repair, and configuration work. The record will log both monthly preventive maintenance and all extraordinary maintenance work and specify the date and nature of all repairs to the controller assembly and field hardware. Serial numbers of controller units will be logged when laboratory maintenance is required. The intersection maintenance record will be in a format acceptable to the CITY and retained by Yunex LLC for a seven-year period. Separate signal timing and hardware documents will additionally be retained in each cabinet, including a cabinet wiring diagram, signal phase and pedestrian timings, detectors, interconnect equipment, preempt control, etc.
2. Office Records: Yunex LLC will maintain a complete record of all laboratory repairs to controllers and hardware showing all parts or components replaced with serial numbers. Each service truck will keep a daily record covering time chargeable for each twenty-four (24) hour period. This record will include the time and day work was performed at each intersection and a description of the work, equipment and manpower provided.

3. Activities Report: A monthly activities report will be submitted to the City Transportation Services Division by the fifteenth working day of each month in conjunction with the monthly billing statement. The report will include a complete record of all work performed for CITY during the prior month. This compiled record will include the location, day and time of each separate service, the reason for the service, whether routine, extraordinary or emergency, and the number of staff hours and equipment for each service. Copies of laboratory reports showing repairs to controller, detector, conflict monitor units, etc., will be included in the activities report. Yunex LLC and the City Transportation Services staff will meet to review the report at a mutually agreed upon time. Immediately prior to each meeting Yunex LLC will deliver to CITY a copy of the "Activities Report."

## **SECTION II. ROUTINE MAINTENANCE**

Yunex LLC will provide a program of continued comprehensive preventive maintenance (PM) to eliminate or reduce the incidence of malfunctions, promote public safety, reduce public complaints, and extend the longevity of equipment.

On a monthly basis, each signalized intersection, BBS unit, HAWK signal and flashing stop sign will be inspected, based on the following maintenance program. CITY will compensate Yunex LLC monthly at the unit bid prices defined in the Fee Proposal. Said price will include all services rendered for labor, materials, equipment, overhead and profit. The program will include, but not be limited to, the following:

- a) Clean cabinet interior and exterior, remove dirt and foreign material. Replace or clean cabinet filters and light bulbs. Ensure watertight seal exists on cabinet base and provide additional sealant as needed to maintain a moisture proof bond to protect the cabinet interior. Lubricate locks and hinges.
- b) Maintain an accurate chronograph and set all controller, conflict monitor and BBS clocks to National Bureau of Standards real time and dates.
- c) Check signal and pedestrian phase and interval timing and circuits for correct operations, including yellow and "flashing don't walk" intervals by chronograph or stopwatch.
- d) Check voltage at main power supply. Verify tightness of connectors at power panel, ground buss, loop, and field terminal panels.
- e) Check all detection equipment including cabinet detector amp units, individual field loops, pedestrian buttons, and bicycle push buttons. Check that the video detection and components are working and detecting vehicles and bicyclists properly.
- f) Check operation of the signal conflict monitor every six months by shorting / conflicting the field output terminals for vehicle and pedestrian phases, or by City approved method. Yunex LLC will submit detailed report of findings for each signal conflict monitor unit to City upon completion of tests.
- g) Visually inspect all relays, power supplies, fuses, clocks, dials, switches, etc., and make routine adjustments or minor repairs as necessary.
- h) Field inspect signal poles, traffic signal, pedestrian heads, and Light Emitting Diode (**LED**) quality of brightness, signal pole mounted signs, pedestrian buttons, safety lights, illuminated street name signs, vehicle detectors, etc., and remove dirt and any foreign material.
- i) Test each BBS unit by bypassing existing electrical service and power signal directly from BBS during each intersection PM. Verify battery condition and voltage continuity.
- j) Maintain monthly log of BBS test results and City will be notified of any deficiencies affecting BBS unit performance.
- k) Yunex LLC will perform a monthly maintenance inspection of each flashing traffic control system (flashing stop signs) in the city based on the following:
  - If applicable, clean cabinet inside and outside and remove any foreign material.



- If applicable, check power supply voltage, solar equipment, and replace any batteries as necessary.
  - If applicable, clean and wipe down solar panels to ensure continuous power is generated.
  - If applicable, check settings for on/off timing, flashing rate, flashing duration, and time of day.
  - If applicable, maintain all digital time clocks to National Bureau of standards time.
  - If applicable, observe each pole, bead, traffic control sign, etc., and remove foreign material.
  - If applicable, check push button condition and replace push button if necessary.
- l) Yunex LLC will perform a monthly maintenance inspection of each pedestrian hybrid beacon (HAWK signal) system in the city based on the same methods used for signalized intersections.
- m) Immediately correct all safety deficiencies found during inspection and schedule nonemergency work, which will be completed within 14 calendar days.
- n) In carrying out the above-described tasks, Yunex LLC will immediately notify the CITY of any conditions that constitutes a public hazard or may affect efficient signal timing or coordination. Yunex LLC will repair or replace parts and lamps and keep all traffic systems hardware in good working condition.
- o) CITY traffic signals, flashers and CITY-owned streetlights will be inspected by Yunex LLC once per month at night (night-ride). A list of all burned-out or malfunctioning signals, illuminated street name signs, flashers and street lighting will be submitted to the CITY directly following the monthly night patrol. Upon City receipt and approval of listed repair work, repairs will be performed within 5 business days.

### **SECTION III. EXTRAORDINARY MAINTENANCE**

Extraordinary maintenance includes work tasks to repair/replace defective or obsolete equipment and perform modification work not directly covered by routine maintenance. Work will be performed at the direct request of CITY unless emergency or public safety conditions require a direct response. Should emergency or public safety conditions exist, Yunex LLC will undertake immediate repairs. Extraordinary maintenance includes the following:

- Failure or malfunction of the signal system if caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, power outage, street construction, or excavation.
- Maintenance of safety lighting at signalized intersections.
- Maintenance of internally illuminated street name signs and bulbs at signalized intersections.
- Upgrades or installations as directed by the CITY.
- Replace damaged loop detectors including sawcut and lead-in conduit.
- Replacement of Walk/Don't Walk pedestrian indications with modular, countdown LED type per ITE specifications.
- Repainting of signal heads, backplates, visors, frameworks, pedestrian push button housing and signs, electric meter service cabinets, and controller cabinets as directed by the CITY. Controller cabinets will be painted with a white vinyl finish coat and pretreatment vinyl wash primer with anti-graffiti coating.
- Maintenance of City-owned streetlights as directed by the CITY.
- Maintenance of City-owned electronic radar speed feedback signs, rectangular rapid flashing beacons (RRFB's), flashing beacons, flashing crosswalks, and associated equipment as directed by the city.

- Maintenance of City-owned CCTV, GPS EVP, signal interconnect (SIC), single-mode fiber-optic (SMFO) cable, and associated communication and ITS equipment and infrastructure as directed by the city.

Notification: Yunex LLC will contact the Transportation Services Manager or representative regarding any extraordinary maintenance work and seek prior approval before the work is scheduled. Yunex LLC will notify Transportation Services by telephone at least four (4) hours in advance before any work is commenced, except in emergencies where injury or property damage may result without prompt response. No permanent or temporary change of control mechanisms will be performed without prior approval of the CITY. When equipment is removed from the controller cabinet, the CITY will be notified by phone within 24 hours or the next working day.

Emergencies: Yunex LLC will respond immediately to emergency calls such as a total blackout, when directed by the CITY, and dispatch the qualified personnel and equipment to reach the site within thirty (30) minutes under normal circumstances. The replacement of burned-out signal lamps, internally illuminated street name sign lamps, or safety lights need not be on an emergency basis provided at least two signal indications operate for each direction of travel, or two intersection safety lights remain functional. Replacement of these items will be in a routine manner within 5 days. For the emergency repair of a signal, which is totally blacked out, the following procedure of traffic control will apply:

1. Yunex LLC will dispatch qualified personnel and equipment to reach the site within thirty (30) minutes under normal circumstances. Yunex LLC's vehicles will carry traffic cones, flashing arrow boards, traffic warning and stop signs, etc., which will be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Transportation Services Manager or representative. Yunex LLC will conform to Caltrans and CA MUTCD Standards for all emergency and routine work.
2. If no police officer is present and temporary stop signs have been set up when Yunex LLC arrives at the site, Yunex LLC will set up more traffic warning and control devices, as deemed necessary, and proceed to repair the signal. After the signal is back to normal operation, Yunex LLC will remove all the temporary traffic control devices and promptly return devices owned by CITY to the CITY Yard.
3. If a police officer is at the site when Yunex LLC arrives, Yunex LLC will quickly examine the signal, evaluate the situation, and discuss it with the police officer. If the repair will take only a few minutes, the police officer may stay to continue to direct traffic while Yunex LLC repairs the signal. If the repair will take longer than the officer can wait, Yunex LLC will immediately set up temporary stop signs and all other necessary warning devices and relieve the police officer.

#### **Section IV. Hardware Maintenance and Operations**

Yunex LLC will repair, replace, or otherwise render in good working order all defective parts of the traffic control equipment with like make and model parts as the need arises and as directed by the CITY. Controller mechanisms, auxiliary equipment, and appurtenances such as detectors, MMU conflict monitors, BBS and related items will be serviced and overhauled as recommended by the manufacturer.

Overhaul will include cleaning, lubrication, testing, timing checks, necessary adjustments replacement of non-functioning or degraded lamps, LED lights and other hardware. All equipment will be maintained as recommended by the manufacturer. Certifications, warranties, and product types for new hardware will be furnished to the city.

## Proposed Schedule

Costa Mesa - Traffic Signal Maintenance - Proposed Schedule									
Project Lead: City of Costa Mesa									
Start Date: 2/1/2022 Tuesday									
WBS	Tasks	Task Lead	Start	End	Duration (Days)	% Complete	Working Days	Days Complete	Days Remaining
1	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Yunex	2/1/22	2/28/22	28	0	20	0	28
1.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)								
1.2	Extraordinary Maintenance - As-Needed								
1.3	Emergency Response - As-Needed								
2	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Yunex	2/1/22	2/28/22	28	0	23	0	28
2.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)								
2.2	Extraordinary Maintenance - As-Needed								
2.3	Emergency Response - As-Needed								
3	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Yunex	2/1/22	2/28/22	28	0	21	0	28
3.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)								
3.2	Extraordinary Maintenance - As-Needed								
3.3	Emergency Response - As-Needed								
4	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Yunex	2/1/22	2/28/22	28	0	22	0	28
4.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)								
4.2	Extraordinary Maintenance - As-Needed								
4.3	Emergency Response - As-Needed								
5	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Yunex	2/1/22	2/28/22	28	0	22	0	28
5.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)								
5.2	Extraordinary Maintenance - As-Needed								
5.3	Emergency Response - As-Needed								
6	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Yunex	2/1/22	2/28/22	28	0	21	0	28
6.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)								
6.2	Extraordinary Maintenance - As-Needed								
6.3	Emergency Response - As-Needed								
7	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Yunex	2/1/22	2/28/22	28	0	23	0	28
7.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)								
7.2	Extraordinary Maintenance - As-Needed								
7.3	Emergency Response - As-Needed								
8	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Yunex	2/1/22	2/28/22	28	0	22	0	28
8.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)								
8.2	Extraordinary Maintenance - As-Needed								
8.3	Emergency Response - As-Needed								
9	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Yunex	2/1/22	2/28/22	28	0	21	0	28
9.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)								
9.2	Extraordinary Maintenance - As-Needed								
9.3	Emergency Response - As-Needed								
10	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Yunex	2/1/22	2/28/22	28	0	22	0	28
10.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)								
10.2	Extraordinary Maintenance - As-Needed								
10.3	Emergency Response - As-Needed								
11	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Yunex	2/1/22	2/28/22	28	0	22	0	28
11.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)								
11.2	Extraordinary Maintenance - As-Needed								
11.3	Emergency Response - As-Needed								
12	Routine Preventative Maintenance: Traffic Signals, Pedestrian Hybrid Beacons (Hawk), Battery Backup Systems, and Flashing LED Stop Signs (Monthly)	Yunex	2/1/22	2/28/22	28	0	22	0	28
12.1	Night Inspection: City Owned Traffic Signals, flashers, and City-Owned Streetlights (Monthly)								
12.2	Extraordinary Maintenance - As-Needed								
12.3	Emergency Response - As-Needed								

## What Sets Yunex Traffic Apart

Though there are many reasons we feel that we are the best choice, listed on the following pages are just some of the highlights that we feel we make us the better prepared and more qualified service provider to continue to serve the needs of the City of Costa Mesa.

### Communication and Teamwork

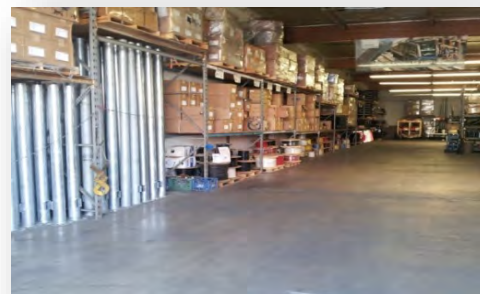
At Yunex Traffic, we are your partner. Our project management team as well as our field personnel will be in constant communication with City representatives, and we will follow all communication/notification requirements as set forth and agreed upon. Routine meetings will be key to ensure that everyone is on the same page, not only for system status but to make sure that we are on track with the city's budget and that we are serving the citizens of the City of Costa Mesa to the highest level possible.

Yunex Traffic employees working for the city will always be equipped with any necessary communication devices to keep our city liaison(s) informed. Currently, all our staff is outfitted with an Android or Apple device that will enable them to send, and receive real-time information, as well as text, email, and phone capabilities.

### Material Inventory

Yunex Traffic maintains an extensive inventory of new traffic signal equipment including traffic signal poles, controllers, cabinets, signals, LED indications, luminaires, wiring, and most necessary ancillary devices. This extensive inventory combined with our vast experience and testing facilities enables Yunex Traffic to repair or replace damaged equipment expeditiously and professionally.

Yunex Traffic employees will be equipped with all spare parts necessary to place a traffic signal back in operation for all trouble calls. Yunex Traffic will notify the city that the equipment was removed and replaced with approved spare equipment. Inventory levels are maintained to accommodate each individual customer's needs. Yunex Traffic continually monitors and modifies inventory levels as required by current maintenance and repair.



### USA Dig Alert

Yunex Traffic has in-house underground utility locators that will respond to all Underground Service Alert (USA) requests/notices or at the request of city staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which may conflict with other right-of-way construction or repairs. Our technicians are equipped and certified with the proper locating devices provided by Metrotech.





## Employee Activity Tracking

Yunex Traffic utilizes an in-house application and management system that enables our contract management team to track individual employee utilization and production. This system is directly tied to our payroll system which ensures 100% accuracy for hours paid to our employees and charged to our customers for work performed. In addition to our Customer Portal, you will receive a detailed billing report with each invoice that lists labor and equipment hours billed for each service order.

TS B - Merrill / Bloomington / Riverside				
Date Completed: Fri, MAR/18/2016 01:00		Work Order #: 5002764108 Debit Memo Req. 3801177197		
Description: NEC POLE KD - CALLER: PD		Response: REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LENS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WERENT PROGRAM. WILL FOLOW UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.		
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (RT)	12.000 H @	per H	\$	\$ 0.00
ELECTRICIAN (OT)	8.000 H @	per H	\$	\$ 0.00
ELECTRICIAN (PT)	6.000 H @	per H	\$	\$ 0.00
SERVICE BUCKET TRUCK	26.000 H @	per H	\$	\$ 0.00
MATERIALS	1 PC @	per PC	\$	\$ 0.00
	Visit Total		\$	\$ 0.00
	Total		\$	\$ 0.00 \$

## Safety Training

Yunex Traffic administers a comprehensive company-wide safety program to ensure that safety on all job sites is the top priority. Our employees are required to read and understand "Safety Rules for the Outside Electrical Industry" by the National Electrical Contractors Association (NECA). Yunex Traffic has a zero-tolerance policy on all safety violations. Yunex Traffic will provide copies of any safety history documentation upon request.

Yunex Traffic employees are given CPR and First Aid training to provide treatment in the event of an emergency. We believe it is critical that members of our field staff are properly trained and enabled to help both themselves and others in the event of an emergency.



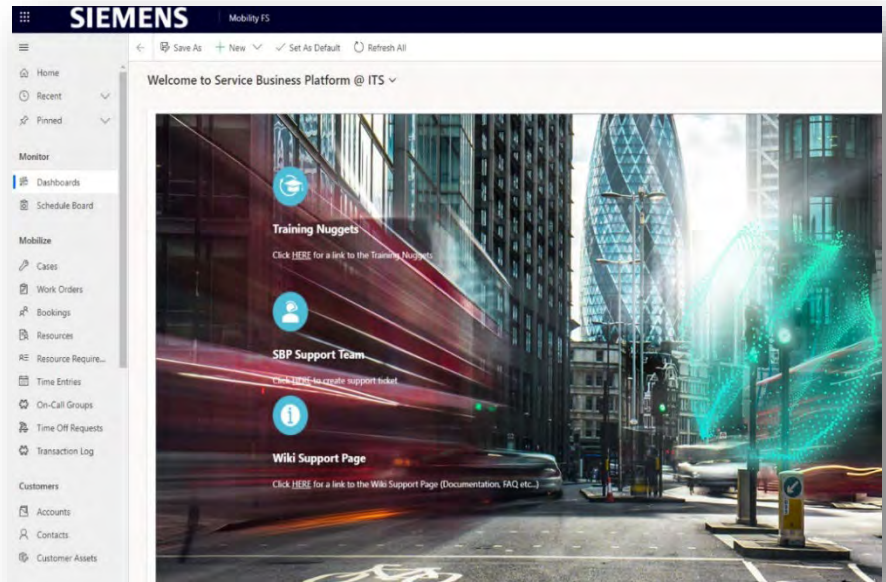


## Information Technology

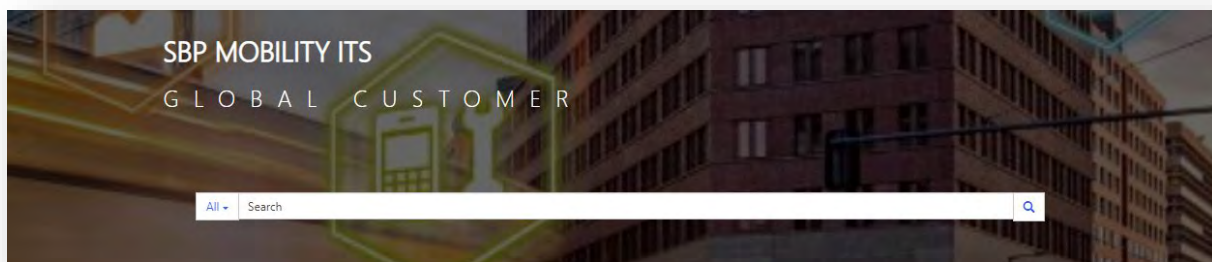
### Service Business Platform @ITS

Yunex Traffic has rolled out a new service tool called Service Business Platform (SBP), which is a proprietary management system designed to effectively manage all service order progress and remotely update our ERP system (SAP) as work is performed.

- SBP allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used.
- SBP keeps historical records for every location which allows the technicians an additional resource when troubleshooting.
- When creating a new service request, the SBP will query the location history and will flag the order if it appears to be a repeated call out or duplicate order.
- Technicians transmit response and routine maintenance items in real-time using IOS or Android devices.
- The contractual Scope of Work and all maintenance activities are also available for technicians to review to ensure all tasks are completed within the specified timeframe.



### Customer Portal



The SBP Customer Portal gives our customers access to:

- Monitor real-time status of routine maintenance and service calls
- Location history (sort/filter by date, location, call type, etc.)
- Overall historical maintenance and repair data
- Real-time equipment inventories, maps, event reporting
- Asset management (including digital photographs, GIS data, etc.)

## Qualifications & Experience of Yunex LLC

### Contractor's License / Public Works Contractor Registration

Yunex Traffic is a corporation, incorporated in the State of Delaware on February 17<sup>th</sup>, 2021. Yunex Traffic has over 40 years of previous experience under Siemens Mobility, Inc., Republic ITS, and Signal Maintenance, Inc. Yunex Traffic is a wholly owned subsidiary of Siemens Mobility, Inc. Our **federal tax employer I.D. number is 86-2136678** and our corporate address is: 9225 Bee Cave Road, Building B, Austin, TX 78733. Corporate officer information has been included in the required forms "Appendix C" under "Vendor Application Form".

Yunex Traffic is an electrical contracting firm who is California licensed and bonded as an **A & C-10 contractor (License #1080007 – expiration 08/31/2023)**. Our company specializes in construction and maintenance of traffic signals, streetlights, and associated equipment. Yunex Traffic's national staff of 200+ employees include an array of professional engineers and technicians with International Brotherhood of Electrical Workers (IBEW), IMSA, and numerous industry manufacturer and systems certifications.

**CSLB DEPARTMENT OF CONSUMER AFFAIRS CONTRACTORS STATE LICENSE BOARD**

<https://www.cslb.ca.gov/OnlineServices/CheckLicense/LicenseDetail.aspx?LicNum=1080007>

### Contractor's License Detail for License # 1080007

**Business Information**

YUNEX LLC  
2250 BUSINESS WAY  
RIVERSIDE, CA 92501  
Business Phone Number: (951) 784-6600

**Entity** Ltd Liability  
**Issue Date** 08/19/2021  
**Expire Date** 08/31/2023



**License Status**

This license is current and active.

All information below should be reviewed.

**Classifications**

- ▶ C10 - ELECTRICAL
- ▶ A - GENERAL ENGINEERING

  **State of California Department of Industrial Relations**

**Yunex LLC**

<b>Detail:</b>	<b>Registration Number:</b>	PAVLR-1000815000	<b>Registration History:</b>	<b>Effective Date:</b>	<b>Expiration Date:</b>
<b>Status:</b>	Active	1080007		8/21/2021	8/31/2023
<b>CSLB Member:</b>	Yes				
<b>Legal Entity Type:</b>	LLC				
<b>Mailing Address:</b>	2250 Business Way				
	Riverside				
	CA 92501				
<b>Country:</b>	USA				
<b>Craft:</b>	Electrical Utility/Electrical/General Engineering/Plumbing/HVAC/Refrigeration				
<b>Email:</b>	cloud@ytlp.com				
<b>DBA:</b>					
<b>Name:</b>					

## **Primary Facilities and Staff Supporting the City of Costa Mesa:**

*If re-selected, all contract management, coordination and field technicians will be based out of this office:*

### **Yunex – Anaheim, CA Office (est. 2018)**

*Warehouse, Office, & Contract Administration*

1026 E. Lacy Ave  
Anaheim, CA 92805  
Phone (714) 456-9902  
Fax (714) 456-9905



**Our Anaheim location is located just 15 miles from Costa Mesa City Hall** near Disneyland. The warehouse at this location stocks over \$500,000.00 in inventory including new controllers, cabinets, signals, LED indications, luminaires, wiring, and most necessary ancillary devices. Though most of our staff keeps plenty of equipment on their trucks, if the need arises, this location can be easily accessed around the clock 365 days a year as a source of additional inventory. We also have our Riverside location east of the city near the intersection of the 91 and 60 freeways, which houses another \$600,000.00 in readily available equipment as an additional resource.

### ***Other Local Yunex Facilities:***

#### **Yunex – Riverside, CA Office**

*Warehouse, Office, & Testing Facility*

2250 Business Way  
Riverside, CA 92501  
Phone (951) 784-6600  
Fax (951) 784-6700



#### **Yunex - San Diego, CA Office**

*Warehouse, Office, & Contract Administration*

1820 John Towers Ave., Suite A  
El Cajon, CA 92020  
Phone (619) 562-1104  
Fax (619) 562-1125



### **Key Contact**

During the evaluation, if the city should have any inquiries regarding this proposal, please feel free to contact:

Michael J. Hutchens  
Operations Manager  
2250 Business Way, Riverside, CA 92501  
Office (951) 784-6600 / Fax (951) 784-6700  
Email: [michael.hutchens@yunextraffic.com](mailto:michael.hutchens@yunextraffic.com)



## References

Yunex Traffic has been extremely successful in retaining traffic signal, streetlight, and engineering customers due to our desire to offer the best possible customer service. We have an exemplary customer service track-record highlighted by our well-qualified field personnel, knowledgeable customer service representatives, and proprietary detailed monthly reports. We understand what is required to maintain a community's infrastructure and strive to exceed our customer's expectations.

Client/Agency	Customer Address	Type of Work	Agency Contact Person	Telephone Number	Email Address	Customer Since	Contract Status	Contract Amount
Alhambra, City of	111 South First St. Alhambra, CA 91801	On-Call Traffic Signal Maintenance	Ed Wright	(626) 570-5062	EWRIGHT@cityofalhabra.org	Jun-07	Ongoing	\$15,000.00
Anaheim, City of	201 South Anaheim Boulevard Suite 502 Anaheim, CA 92805	On-Call Traffic Signal Maintenance	John Thai Jeff Swanson	(714) 765-5202 (714) 412-9233	jthai@anaheim.net jswanson@anaheim.net	Oct-04	Ongoing	\$1,080,000.00
Apple Valley, Town of	14955 Dale Evans Pkwy. Apple Valley, CA 92307	Traffic Signal Maintenance	Mike Cadey	(760) 240-7000 Ext 7576	mcadey@applevalley.org	Oct-04	Ongoing	\$183,395.00
Arcadia, City of	11800 Goldring Road Arcadia, CA 91066	On-Call Traffic Signal Maintenance	Tyler Polidori	(626) 256-2710	tpolidori@arcadiala.gov	Oct-04	Ongoing	\$44,470.00
Artesia, City of	18747 Clarkdale Ave. Artesia, CA 90701	Traffic Signal Maintenance		(562) 865-6262		Dec-97	Ongoing	\$25,000.00
Azusa, City of	213 E. Foothills Blvd. Azusa, CA 91702	Traffic Signal Maintenance	Daniel Bobadilla	(626) 812-5264	dbobadilla@ci.azusa.ca.us	Sep-88	Ongoing	\$65,000.00
Baldwin Park, City of	14403 E. Pacific Ave. Baldwin Park, CA 91706	Traffic Signal Maintenance	David Lopez	(626) 960-4011 Ext 458	dlopez@baldwinpark.com	Oct-18	Ongoing	\$140,000.00
Banning, City of	99 Ramsey Street Banning, CA 92220	Traffic Signal Maintenance	Laurie Sampson	(951) 922-3139	lsampson@ci.banning.ca.us	Feb-96	Ongoing	\$25,000.00
Barstow, City of	220 East Mountain View St, Suite A Barstow, CA 92311	Traffic Signal Maintenance	Tom Alva	(760) 255-5141	talva@barstowca.org	May-11	Ongoing	\$245,670.00
Cal Poly Pomona	3801 West Temple Avenue Pomona, CA 91768	Traffic Signal Maintenance	Christopher Norris	(909) 869-4267	cnorris@copp.edu	Jul-10	Ongoing	\$1,000.00
Calabasas, City of	100 Civic Center Way Calabasas, CA 91302	Traffic Signal Maintenance	Benjamin Chan	(818) 224-1600	bchan@cityofcalabasas.com	Jun-11	Ongoing	\$50,000.00
Calimesa, City of	908 Park Avenue Calimesa, CA 92520	Traffic Signal Maintenance	Margaret Monson	(909) 795-9801 Ext 235	pworks@cityofcalimesa.net	Oct-04	Ongoing	\$25,000.00
Carlsbad, City of	405 Oak Ave Carlsbad, CA 92008	Contract Repair Work As Needed	Doug Bilse Tam Tran	(760) 602-7504 (760) 602-2736	doug.bilse@carlsbadca.gov tam.tran@carlsbadca.gov	Apr-18	Ongoing	TBD
Cathedral City, City of	68700 Avenida Lalo Guerrero Cathedral City, CA 92234	Traffic Signal Maintenance	Deanna Pressgrove	(760) 770-0369	DPressgrove@cathedralcity.gov	Jul-18	Ongoing	\$100,000.00
Chino, City of	13220 Central Ave Chino, CA 91710	Traffic Signal Maintenance	Mario Flores	(909) 591-9828	mflores@cityofchino.org	Jul-12	Ongoing	\$918,374.00
Colton, City of	650 No La Cadena Drive Colton, CA 92324	Traffic Signal Maintenance	Victor Ortiz	(909) 370-5065	vortiz@coltonca.gov	Jul-08	Ongoing	\$87,120.00
Commerce, City of	2535 Commerce Way Commerce, CA 90040	Traffic Signal Maintenance	Gina Nila	(323) 722-4805 Ext 2839	ginan@ci.commerce.ca.us	Oct-04	Ongoing	\$50,000.00
Coronado, City of	1825 Strand Way Coronado, CA 92118	Traffic Signal Maintenance	Ed Walton Dave Johnson	(619) 522-7385 (913) 522-2425	ewalton@coronado.ca.us djohnson@coronado.ca.us	Nov-17	Ongoing	\$25,000.00
Costa Mesa, City of	PO Box 1200 COSTA MESA CA 92626	Traffic Signal Maintenance	Mike Sampson	(714) 754-5017	michael.sampson@costamesaca.gov	Mar-11	Ongoing	\$347,016.00
Cudahy, City of	5220 Santa Anna Street Cudahy, CA 90201	Traffic Signal & Streetlight Maintenance	Aaron Hernandez-Torres	(323) 773-5143 Ext 238	ahernandez@cityofcudahyca.gov	Jun-85	Ongoing	\$15,000.00
Cypress, City of	5775 Orange Ave. Cypress, CA 90630	Traffic Signal Maintenance	Nick Mangkalakiri	(714) 229-6729	N.Mangkal@cypressca.org	Oct-18	Ongoing	\$385,000.00
Dana Point, City of	33282 Golden Lantern Dana Point, CA 92628	Traffic Signal Maintenance	Matt Sinacori	(949) 248-3574	msinacori@danapoint.org	Jul-02	Ongoing	\$35,000.00
Desert Hot Springs, City of	65950 Pierson Blvd Desert Hot Springs, CA 92240	Traffic Signal Maintenance	Scott Wittig	(760) 329-6411	swittig@cityofdhs.org	Mar-11	Ongoing	\$4,000.00
Diamond Bar, City of	21825 E. Copley Drive Diamond Bar, CA 91765	Traffic Signal Maintenance	David Liu Christian Malpica	(909) 839-7041 (909) 839-7042	Dliu@diamondbarci.gov CMalpica@diamondbarca.gov	Sep-00	Ongoing	\$150,000.00
El Cajon, City of	200 E Main St. El Cajon, CA 92020	SL Retrofit Contract/ No Maintenance at this time	Mario Sanchez	(619) 441-1651	msanchez@cityofelcagon.us	Apr-18	Ongoing	\$18,995.00
El Monte, City of	3527 Santa Anita El Monte, CA 91731	On-Call Traffic Signal Maintenance	Vincent Ramirez	(626) 580-6256	vramirez@elmonteca.gov	Dec-17	Ongoing	\$25,000.00
Fountain Valley, City of	PO Box 8030 Fountain Valley, CA 92728	Traffic Signal Maintenance	Temo Galvez John Nguyen	(714) 593-4517 (714) 593-4443	temo.galvez@fountainvalley.org john.nguyen@fountainvalley.org	Oct-00	Ongoing	\$100,000.00
Fullerton City of	303 W. Commonwealth Fullerton, CA 92832	Traffic Signal Maintenance	Dave Langstaff	(714) 738-6858	dave@ci.fullerton.ca.us	Apr-18	Ongoing	\$125,000.00
Garden Grove, City of	PO Box 3070 Garden Grove, CA 92840	On-Call Traffic Signal Maintenance	Jose Vasquez	(714) 719-0278	josev@ci.garden-grove.ca.us	Feb-12	Ongoing	\$300,000.00
Gardena, City of	1700 West 162nd Street Gardena, CA 90247	On-Call Traffic Signal Maintenance	Jon Felix	(310) 217-9642	jfelix@ci.gardena.ca.us	Sep-98	Ongoing	\$5,000.00
Golden Rain Foundation	PO Box 3519 Seal Beach, CA 90740	Traffic Signal Maintenance	Mark Weaver	(562) 431-6586	markow@lwsb.com	Dec-91	Ongoing	\$5,000.00
Hermosa Beach, City of	1315 Valley Drive Hermosa Beach, CA 90254	On-Call Traffic Signal Maintenance	Ells Freeman	(310) 318-0259	efreeman@hermosabch.org	Sep-98	Ongoing	\$1,000.00
Hesperia, City of	15776 Main Street Hesperia, CA 92345	On-Call Traffic Signal Maintenance	Scott Smith	(760) 947-1814	ssmith@cityofhesperia.us	Jul-03	Ongoing	\$15,000.00
Highland, City of	27215 Base Line Highland, CA 92346	Traffic Signal Maintenance	Carlos Zamano	(909) 864-8732 Ext 254	czamano@cityofhighland.org	Jul-02	Ongoing	\$5,000.00
Huntington Beach, City of	2000 Main St Huntington Beach, CA 92648	Streetlight Maintenance	Bob Stachelski	(714) 536-5523	bstachelski@surfcity-hb.org	Jul-17	Ongoing	\$2,250,000.00
Indio, City of	93-101 Avenue 45 Indio, CA 92201	On-Call Traffic Signal Maintenance	Ricardo Mercado	(760) 625-1817	rmercado@indio.org	Jul-06	Ongoing	\$25,000.00
Irvine, City of	6427 Oak Canyon #3 Irvine, CA 92618	Traffic Signal Maintenance	Toan Nguyen Dave Flanagan	(949) 724-6000 (949) 724-7684	tnguyen@ci.irvine.ca.us dflanagan@ci.irvine.ca.us	Sep-98	Ongoing	\$850,826.00

Client/Agency	Customer Address	Type of Work	Agency Contact Person	Telephone Number	Email Address	Customer Since	Contract Status	Contract Amount
La Habra, City of	201 West La Habra Blvd La Habra, CA 90633	Traffic Signal Maintenance	Michael Plotnik	(562) 383-4162	mplotnik@lahabracity.gov	Jul-10	Ongoing	\$93,000.00
La Puente, City of	15900 E. Main Street La Puente, CA 91744	Traffic Signal Maintenance	Ricardo Carrillo	(626) 855-1500	rcarrillo@lapuente.org	Jan-09	Ongoing	\$55,000.00
La Quinta, City of	78-495 Calle Tampico La Quinta, CA 92253	On-Call Traffic Signal Maintenance	Kris Gunterson	(760) 777-7051	kgunterson@la-quinta.org	Sep-08	Ongoing	\$1,000.00
Laguna Beach, City of	505 Forest Ave Laguna Beach, CA 92651	SL Maintenance	Wade Brown	(949) 497-0360	wbrown@lagunabeachcity.net	Feb-18	Ongoing	\$40,000.00
Laguna Niguel, City of	30111 Crown Valley Blvd Laguna Niguel, CA 92677	Traffic Signal Maintenance	Edgar Abrencia	(949) 362-4338	Eabrencia@cityoflagunaniguel.org	Nov-16	Ongoing	\$165,000.00
Lomita, City of	24300 Narbonne Lomita, CA 90717	Traffic Signal & Streetlight Maintenance	Virginia Lortz	(310) 325-9830	v.lortz@lomitacity.com	Feb-03	Ongoing	\$5,000.00
Malibu, City of	23815 Stuart Ranch Road Malibu, CA 90265	Traffic Signal Maintenance	Travis Hart	(310) 456-2489 Ext 341	thart@malibucity.org	May-98	Ongoing	\$7,920.00
Maywood, City of	4319 East Slauson Avenue Maywood, CA 90270	Traffic Signal Maintenance	Art Ramirez	(310) 562-5723	art.ramirez@cityofmaywood.org	Aug-79	Ongoing	\$20,000.00
Monrovia, City of	600 South Mountain Avenue Monrovia, CA 91016	Traffic Signal Maintenance	Sean Sullivan	(626) 932-5522	ssullivan@ci.monrovia.ca.us	Jul-87	Ongoing	\$20,000.00
Montebello, City of	1600 West Beverly Blvd. Montebello, CA 90640	Traffic Signal Maintenance	Sam Kouri	(323) 887-1462	Skouri@cityofmontebello.com	Sep-99	Ongoing	\$150,000.00
Moorpark, City of	799 Moorpark Ave Moorpark, CA 93021	Traffic Signal Maintenance	Ashraf Rostom	(805) 208-5669	Arostom@MoorparkCA.gov	Jul-87	Ongoing	\$20,000.00
Newport Beach, City of	3300 Newport Blvd. Newport Beach, CA 92663	Traffic Signal Maintenance	Bryan Loo	(949) 644-3324	bloo@newportbeachca.gov	Oct-04	Ongoing	\$280,000.00
Newport Beach, City of	PO Box 1768 Newport Beach, CA 92660-3267	Streetlight Maintenance	Jim Auger Dave Ichikawa	(949) 644-3324 (949) 718-3431	jauger@newportbeachca.gov dichikawa@newportbeachca.gov	Aug-17	Ongoing	\$280,000.00
Norco, City of	1281 Fifth Street Norco, CA 92660	Traffic Signal Maintenance	Chad Blais	(951) 270-5678	cblais@ci.norco.ca.us	Dec-06	Ongoing	\$25,000.00
Ontario, City of	303 E. 8 Street Ontario, CA 91764	Traffic Signal Maintenance	Johnson Hua	(909) 395-2131	jhua@ontarioca.gov	Jul-06	Ongoing	\$497,124.50
Ontario, City of	303 E. 8 Street Ontario, CA 91764	Streetlight Maintenance	Patrick Malloy	(909) 395-2612	pmalloy@ontarioca.gov	Oct-04	Ongoing	\$568,485.00
Orange, City of	637 W. Struck Orange, CA 92667	On Call TS Maintenance	Jimmy Rocha	(714) 981-9567	jrocha@cityoforange.org	Apr-11	Ongoing	\$40,000.00
Orange County Transportation Authority	550 South Main Street Orange, CA 92663	Call Box Maintenance	Patrick Sampson	(714) 560-5425	psampson@octa.net	Jul-09	Ongoing	\$300,000.00
Palm Desert, City of	73510 Fred Waring Drive Palm Desert, CA 92260	Traffic Signal Maintenance	Robert Becerra	(760) 346-0611	rbecerra@cityofpalmdesert.org	Feb-06	Ongoing	\$100,000.00
Port Hueneme, City of	746 Industrial Ave. Port Hueneme, CA 93041	Traffic Signal Maintenance	Terri Padilla	(805) 986-6577	tpadilla@cityofporthueneme.org	Jul-96	Ongoing	\$25,000.00
Poway, City of	14467 Lake Poway Road Poway, CA 92064	Park Lighting (Item 15) Street Lighting (Item 10) Traffic Signals (Item 5)	Diane Mann Dona Valentina Mike Bernd	(858) 668-4717 (858) 668-4704 (858) 668-4738	dmann@poway.org dvalentina@poway.org mbernd@poway.org	Jul-13	Ongoing	\$300,000.00
Rancho Cucamonga, City of	10500 Civic Center, Dr. Rancho Cucamonga, CA 91729	Traffic Signal Maintenance	Pat Gallagher	(909) 477-2740 Ext 4109	pat.gallagher@cityofrc.us	Oct-04	Ongoing	\$828,050.00
Rancho Mirage, City of	69-825 Highway 111 Rancho Mirage, CA 92270	Traffic Signal Maintenance	Justin Ruberg	(760) 343-0561 Ext 532	justinr@ranchomirageca.gov	May-04	Ongoing	\$10,000.00
Rancho Santa Margarita, City of	22112 El Paseo Rancho Santa Margarita, CA 92688	Traffic Signal Maintenance	Terry Gregory	(949) 635-1800 Ext 6102	tgregory@cityofrsm.org	Aug-16	Ongoing	\$161,139.00
Rialto, City of	335 W. Rialto Ave Rialto, CA 92376	LED Streetlight Conversion	Azzam Jabseh	(909) 820-2525 Ext 2082	ajabseh@rialto.ca.gov	May-17	Ongoing	\$1,420,230.54
Rolling Hills Estates, City of	4045 Palos Verdes Drive N Rolling Hills, CA 90274	Traffic Signal Maintenance	Greg Grammer	(310) 377-1577	gregg@ci.rolling-hills-estates.ca.us	Feb-99	Ongoing	\$50,000.00
San Bernardino Waste	222 West Hospitality San Bernardino, CA 92415	Traffic Signal Maintenance	Steven Thom	(909) 386-9097	steve.thom@dpw.sbcounty.gov	Nov-08	Ongoing	\$15,000.00
San Diego, County of	5560 Overland Ave Suite 270 San Diego, CA 92123	Traffic Signal Maintenance	Kristen McEachron	(858) 505-6367	kristin.mceachron@sdcounty.ca.gov	Jul-18	Ongoing	\$405,000.00
San Fernando, City of	117 Macneil Street San Fernando, CA 91340	On-Call Traffic Signal Maintenance	Michael Walker	(818) 898-1297	Mwalker@sfcity.org	Oct-04	Ongoing	\$55,000.00
San Marino, City of	2200 Huntington Drive San Marino, CA 91108	Traffic Signal Maintenance	Dean Werner	(626) 960-1889	Dwerner@SanMarinoCA.gov	Jan-93	Ongoing	\$25,000.00
Santa Paula, City of	970 Ventura St Santa Paula, CA 93060	Traffic Signal Maintenance	John Ijasin	(805) 933-4212 Ext 307	jilasin@spcdty.org	Jun-06	Ongoing	\$100,000.00
Seal Beach, City of	211 Eighth Street Seal Beach, CA 90740	Traffic Signal Maintenance	David Spitz	(562) 431-2527 Ext 1331	dspitz@sealbeachca.gov	Oct-04	Ongoing	\$49,761.00
Shafter, City of	336 Pacific Avenue Shafter, CA 93269	Traffic Signal Maintenance	Michael James	(661) 746-5002 Ext 118	mjames@shafter.com	Mar-92	Ongoing	\$2,500.00
Simi Valley, City of	2929 Tapo Canyon Road Simi Valley, CA 93063	Traffic Signal Maintenance	Dave Medina	(805) 583-6700	dmedina@simivalley.org	Aug-03	Ongoing	\$200,000.00
Solana Beach, City of	635 South Highway 101 Solana Beach, CA 92075	Traffic Signal Maintenance	Steve Kerr	(858) 720-2400	skerr@cosb.org	Jul-11	Ongoing	\$24,700.00
Solana Beach, City of	635 South Highway 101 Solana Beach, CA 92075	Streetlight Maintenance	Vanessa Rivera	(858) 720-2470	vrivera@cosb.org	Jul-11	Ongoing	\$29,700.00
South El Monte, City of	1415 Santa Anita Ave South El Monte, CA 91733	Traffic Signal Maintenance	Patrick Lang	(626) 579-6540	plang@cityofmontebello.com	Aug-95	Ongoing	\$50,000.00
South Pasadena, City of	825 Mission Street South Pasadena, CA 91030	Traffic Signal Maintenance	Francois Brard	(626) 403-7370	fbrard@southpasadenaca.gov	Mar-87	Ongoing	\$49,000.00
Southern California Edison	5000 Pacific Coast Highway San Clemente, CA 92672	Traffic Signal Maintenance	Ruth Nevarez (Ruthie)	(949) 368-6131	ruth.nevarez@sce.com	Jan-03	Ongoing	\$2,500.00
Twentynine Palms, City of	P.O. Box 995 Twentynine Palms, CA 92277	Traffic Signal Maintenance	Noel Perdue	(760) 367-7623	nperdue@29palms.org	Jul-88	Ongoing	\$5,000.00
University of California, Irvine (UCI)	200 Public Services Building Irvine, CA 92697	Traffic Signal Maintenance	Daniel Herrera Kevin Tobin	(909) 824-8531 (949) 824-0967	dherrera@uci.edu ktobin@pts.uci.edu	Oct-04	Ongoing	\$50,000.00
University of California, Los Angeles (UCLA)	555 Westwood Plaza, Suite 185 Los Angeles, CA 90095	Traffic Signal & Count Station Maintenance	Piyali Chaudhuri	(310) 206-8564	pchaudhuri@ts.ucla.edu	May-12	Ongoing	\$12,000.00



## Key Personnel

### Contract Management Team

If re-selected, Josh Ferras *will continue* to be the Service Account Manager for the City of Costa Mesa. Josh, his Service Coordinator, Jennifer Hall, and the Maintenance Field Supervisor, Fred Molina, will be responsible for maintaining communication with the city regarding daily operation and maintenance of all traffic signal equipment. Our account management team as well as our field staff will work closely with you and your team to ensure that all your requests are being effectively addressed.



**Joshua Ferras, Service Account Manager**

Josh has over 13 years of experience in the Intelligent Transportation Systems Industry related to the installation of traffic signals, street lights, and fiber optic communication in both new construction applications and existing modifications. He has served as a Transportation Systems Journeyman Electrician, Foreman, General Foreman and Superintendent. Josh is well versed in managing construction projects from simple traffic signal modifications to more complex design build or value engineering applications.

**Josh is the current Service Account Manager for the Traffic Signal Maintenance Services Contract for the City of Costa Mesa, and has been servicing it since 2020.**

#### Experience:

- Service Account Manager, Yunex LLC – 2021 to Present
- Service Account Manager, Siemens - 2020 to 2021
- Superintendent, Crosstown Electrical & Data, Inc. - 2018 to 2019
- General Foreman, Crosstown Electrical & Data, Inc. - 2016 to 2018
- Field Foreman, Crosstown Electrical & Data, Inc. - 2014 to 2016
- ITS Electrician, Crosstown Electrical & Data, Inc. - 2011 to 2014
- ITS Apprentice, Crosstown Electrical & Data, Inc. - 2008 to 2011

#### Industry Certifications:

- NEC Certified General Electrician
  - Cert No. 155125
  - Expires 08/03/2024
- Transportation Systems Electrician
- Corning "Certified Fiber Installer"
- Trench & Excavation Safety
- Osha 10 & 30
- Lead Safety & Asbestos Safety



**Jennifer Hall, Service Coordinator**

Jen has over 9 years of experience maintaining customer contracts and providing support to the management and field execution team. She is well versed in many software applications and systems including, but not limited to, Microsoft Excel, Word, Outlook, Live Meeting, SAP ERP systems, Mcompanion, and SharePoint. Jen is responsible for day-to-day coordination, dispatching, Customer billing, and support for Jeff and the field technicians with all other topics.

**Jennifer is the current Service Coordinator for the Traffic Signal Maintenance Services Contract for the City of Costa Mesa and has been servicing it since 2014.**

#### Experience:

- Service Coordinator, Yunex LLC - 2021 to Present
- Service Coordinator, Siemens - 2014 to 2021
- Administrative Support, Siemens - 2012 to 2014

#### Other Certifications:

- Licensed Notary



**Fred Molina, Maintenance Field Supervisor**

Fred has 31 years of experience in traffic signal and street lighting maintenance, with extensive experience on all types of systems. He is extremely knowledgeable with all field elements including, but not limited to: construction, modifications, installations, maintenance, troubleshooting, and repairs to both traffic signal and street lighting systems. Fred will be responsible for supporting the Service Account Management Team with monitoring maintenance field activities, site inspections, and scheduling/supervision of maintenance technicians.

#### Experience:

- Field Supervisor, Yunex – September 2021 to Present
- Field Supervisor, Siemens – 2019 to 2021
- Traffic Signal and Street Lighting Technician/Inspector, City of Corona – 2006-2019
- Technician / Construction Foreman /Area Supervisor, Republic Electric – 2001-2006
- Construction Foreman, Computer Service Company – 1990-2001





- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Technician


## Field Maintenance Team

Yunex Traffic will assign a primary traffic signal technician to handle routine preventative maintenance for the city's traffic signals. Your primary technician will also be responsible for responding to calls outside normal business hours. We will assign an additional traffic signal technician to provide back up support in the event your primary technicians are unavailable (i.e., vacation, sick days, jury duty, etc.).

## Primary Technician

	<p><b>Naim Yanie, Traffic Signal Technician</b></p> <p>Yanie has 12 years of experience with all facets of traffic signal maintenance and repair. He is extremely knowledgeable with all traffic signal control equipment, specifically Econolite controllers (ASC/2070) and Econolite software systems. He also has a vast understanding of the field elements such as traffic signal wiring, loop detection, video detection, emergency vehicle and railroad preemption, etc.</p>
<p><b>Experience:</b></p> <ul style="list-style-type: none"><li>- Traffic Signal Technician, Yunex LLC – September 2021 to Present</li><li>- Traffic Signal Technician, Siemens - 2016 to 2021</li><li>- Traffic Signal Specialist, City of Irvine – 2014 to 2016</li><li>- Traffic Signal Technician, Siemens - 2010 to 2014</li><li>- Traffic Signal Technician, Republic ITS - 2009 to 2010 (acquired by Siemens in 2018)</li></ul>	<div data-bbox="1016 594 1187 667"><p>IMSA Your Partner in PUBLIC SAFETY</p></div> <ul style="list-style-type: none"><li>- IMSA Work Zone Safety</li><li>- IMSA Level I, II, III Certified Traffic Signal Technician</li></ul> <p><b>Other Industry Certifications:</b></p> <ul style="list-style-type: none"><li>- NEC Certified<ul style="list-style-type: none"><li>▪ Cert. No. 157902</li><li>▪ Expires 06/09/2023</li></ul></li><li>- Econolite ASC3 Controller Certified</li><li>- Econolite Autoscope Certified</li><li>- Iteris Video Detection Certified</li><li>- Bucket Truck Certified</li><li>- ATSI CMU/MMU Test Equipment Certified</li></ul>

## Backup Technician

	<p><b>Minh Tran, Engineering Technician/ Lab Manager</b></p> <p>Minh has over 34 years' experience in the traffic signal systems industry. Minh provides technical support assistance for our Traffic Signal Technicians and is responsible for our local test and repair laboratory. Minh also has extensive knowledge in the installation, diagnosis, and repair of CMS and CCTV systems, and is proficient with fiber optics terminating, splicing, and testing. Minh also received an associate degree in Electrical Engineering from Cal State Fullerton.</p>
<p><b>Experience:</b></p> <ul style="list-style-type: none"><li>- Engineering Technician, Yunex LLC - 2021 to Present</li><li>- Engineering Technician, Siemens - 2010 to 2021</li><li>- Engineering Technician, Republic ITS - 2006 to 2010 (acquired by Siemens in 2018)</li><li>- Foreman/Senior Traffic Signal Technician, Republic ITS - 2001 to 2006</li><li>- Traffic Signal Maintenance Supervisor, Computer Service Company - 1987 to 2001</li></ul>	<div data-bbox="1016 1362 1187 1436"><p>IMSA Your Partner in PUBLIC SAFETY</p></div> <ul style="list-style-type: none"><li>- IMSA Work Zone Safety</li><li>- IMSA Level I, II, III Certified Bench Traffic Signal Technician</li><li>- IMSA Traffic Signal Inspector</li></ul> <p><b>Other Industry Certifications:</b></p> <ul style="list-style-type: none"><li>- NEC Certified<ul style="list-style-type: none"><li>▪ Cert. No. E-118510-G</li><li>▪ Expires 11/29/2024</li></ul></li><li>- Econolite ASC3 Controller Certified</li><li>- Econolite Autoscope Certified</li></ul>



## IMSA Certifications



IMSA re-certification classes are currently behind due to the COVID-19 Pandemic. Naim Yanie is in the process of renewing his certificate and is just waiting for in-person instruction classes to be available to schedule. Full size copies of certificates can be provided upon request (reduced size is to conform to page limitations of Proposal).

### Key Staff Members Contact Information

Director of Service: Steven Teal ([steven.teal@yunextraffic.com](mailto:steven.teal@yunextraffic.com) / Cell: 714-497-5043)  
Operations Manager: Michael J. Hutchens ([michael.hutchens@yunextraffic.com](mailto:michael.hutchens@yunextraffic.com) / Cell: 714-448-6943)  
Service Account Manager: Joshua Ferras ([joshua.ferras@yunextraffic.com](mailto:joshua.ferras@yunextraffic.com) / Cell: 951-367-7023)  
Service Account Coordinator: Jennifer Hall ([jennifer.hall@yunextraffic.com](mailto:jennifer.hall@yunextraffic.com) / Cell: 619-820-1075)  
Maintenance Field Supervisor: Fred Molina ([fred.molina@yunextraffic.com](mailto:fred.molina@yunextraffic.com) / Cell: 714-273-0942)  
Primary Traffic Signal Technician: Naim Yanie ([naim.yanie@yunextraffic.com](mailto:naim.yanie@yunextraffic.com) / Cell: 714-306-8347)  
Backup Traffic Signal Technician: Minh Tran ([minh.tran@yunextraffic.com](mailto:minh.tran@yunextraffic.com) / Cell: 951-538-8681)

### Additional Staffing

Yunex Traffic has over 20 additional technicians (mostly IMSA III certified) located in Orange, Los Angeles, Riverside, San Bernardino, Ventura, and San Diego County areas. We also employ over 20 key construction personnel for major repairs. These include certified crane operators, dedicated utility locators for (USA) Dig Alert service, Corning certified fiber optic technicians, and our own in-house loop crew.

### Subcontractors

All services as outlined in the RFP will be provided and performed by Yunex Traffic as the Prime Contractor. With that stated, we at Yunex Traffic do maintain relationships with numerous specialty contractors throughout the industry to be able to respond to our customer's needs as a complete one stop solution for all things traffic signal and street lighting related.

## Financial Capacity

Yunex LLC, a Delaware corporation is fully owned by Siemens Mobility, Inc., a 100% subsidiary of the Siemens AG corporate group, a multinational, multi-billion-dollar company listed on the New York Stock Exchange. As such, Siemens AG files consolidated financial reports with the US Securities & Exchange Commission. A copy of Siemens, A.G. most recent annual report can be found at [www.siemens.com](http://www.siemens.com) through "Investor Relations". All required financial reports and filings are available at the SEC's website <http://sec.gov/edgar.shtml>. Siemens Mobility, Inc. and its subsidiaries are not publicly traded companies and do not release separate annual financial statements.

## Cost Proposal

As requested in the RFP, all costs will be entered into the provided "Cost Proposal" and submitted as a separate document on PlanetBids. Pricing will be valid for 180 days from date of submission.

Should there be a need for additional pricing, please feel free to contact us.

## Disclosures

**Current Business:** Yunex LLC has been successfully servicing the Traffic Signal Maintenance Services contract for the City of Costa Mesa, since 2011.

**Personal Relationships:** To our knowledge, our staff doesn't have any personal relationships with any Costa Mesa elected officials, appointed officials, city employees, or any family members of the previously mentioned.

## Sample Maintenance Services Agreement

Yunex LLC (a Siemens Business) has carefully reviewed the Sample Maintenance Services Agreement and confirms all terms and conditions are understood and acknowledged by the undersigned. No exceptions or conditions are requested.





**VENDOR APPLICATION FORM  
FOR  
RFP No. 22-11 for TRAFFIC SIGNAL MAINTENANCE SERVICES**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Yunex LLC

Contact Person for Agreement: Michael J. Hutchens

Title: Operations Manager E-Mail Address: michael.hutchens@yunextraffic.com

Business Telephone: (951) 784-6600 Business Fax: (951) 784-6700

Corporate Mailing Address: 2250 Business Way

City, State and Zip Code: Riverside, CA 92501

Contact Person for Proposals: Robert Paquette

Title: Sales Manager E-Mail Address: robert.paquette@yunextraffic.com

Business Telephone: (951) 784-6600 Business Fax: (951) 784-6700

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP  
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP  
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION



**Names & Titles of Corporate Board Members**

(Also list Names &amp; Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Rodney Mathis</u>	<u>President</u>	<u>(512) 837-8313</u>
<u>Dirk Rauber</u>	<u>CFO</u>	<u>(512) 837-8313</u>
<u>Steven Teal</u>	<u>Director of Service</u>	<u>(951) 784-6600</u>
<u>Michael J. Hutchens</u>	<u>Operations Manager</u>	<u>(951) 784-6600</u>

Please see "Delegation of Approval Authority" for signature authorization later in this proposal.Federal Tax Identification Number: 86-2136678City of Costa Mesa Business License Number: Account #: 60872

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: 05/31/2022

**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. 22-11 FOR TRAFFIC SIGNAL MAINTENANCE SERVICES** at any time after **December 1, 2021**.

  
\_\_\_\_\_  
**Signature**Date: 12/15/2021Michael J. Hutchens (Operations Manager)**Print****OR**

I certify that Proposer or Proposer's representatives have communicated after **December 1, 2021** with a City Councilmember concerning informal **RFP No. 22-11 FOR TRAFFIC SIGNAL MAINTENANCE SERVICES**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
**Signature**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Print**

**DISQUALIFICATION QUESTIONNAIRE**

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No   X  

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

N/A

**DISCLOSURE OF GOVERNMENT POSITIONS**

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None



**COMPANY PROFILE & REFERENCES****Company Legal Name:** Yunex LLC

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation (Delaware)

Active licenses issued by the California State Contractor's License Board: A &amp; C-10 (License # 1080007, expires 08/31/2023)

Business Address: 1026 E. Lacy Ave., Anaheim, CA 92805

Website Address: <https://www.yunextraffic.com/global/en/>

Telephone Number: (714) 456-9902

Facsimile Number: (714) 456-9905

Email Address: [michael.hutchens@yunextraffic.com](mailto:michael.hutchens@yunextraffic.com)

Length of time the firm has been in business: 29 years under Yunex LLC, Siemens Mobility, Inc., Siemens ITS, Republic Electric, and Republic ITS

Length of time at current location: 4 years

Is your firm a sole proprietorship doing business under a different name: \_\_\_Yes ☒ No

If yes, please indicate sole proprietor's name and the name you are doing business under: N/A

Federal Taxpayer ID Number: 86-2136678

Regular Business Hours: Monday - Friday: 7:00AM - 4:30PM / On-Call Services: 24 hours per day, 365 days per year

Regular holidays and hours when business is closed: Monday - Friday: 4:30PM - 7:00AM  
Saturdays/Sundays/Holidays: 24 hours per day**Contact person in reference to this solicitation:** Michael J. Hutchens

Telephone Number: (951) 784-6600

Facsimile Number: (951) 784-6700

Email Address: [michael.hutchens@yunextraffic.com](mailto:michael.hutchens@yunextraffic.com)**Contact person for accounts payable:** Josh Spandary

Telephone Number: (737) 230-6091

Facsimile Number: N/A

Email Address: [josh.spandary@yunextraffic.com](mailto:josh.spandary@yunextraffic.com)**Name of Project Manager:** Joshua Ferras

Telephone Number: (714) 456-9902

Facsimile Number: (714) 456-9905

Email Address: [joshua.ferras@yunextraffic.com](mailto:joshua.ferras@yunextraffic.com)



**COMPANY PROFILE & REFERENCES (Continued)**

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

**Company Name:** City of Anaheim  
(714) 412-9233

Contact Name: Jeff Swanson

Contract Amount: \$1,080,000.00

Email: jswanson@anaheim.net

Address: 201 South Anaheim Boulevard, Anaheim, CA 92805

Brief Contract Description: On-Call Traffic Signal Maintenance and Repair Services

**Company Name:** City of Cypress

Telephone Number: (714) 229-6729

Contact Name: Nick Mangkalakiri

Contract Amount: \$385,000.00

Email: n.mangkal@cypressca.org

Address: 5775 Orange Ave., Cypress, CA 90630

Brief Contract Description: Traffic Signal Maintenance and Repair Services

**Company Name:** City of Fullerton

Telephone Number: (714) 738-6858

Contact Name: Dave Langstaff

Contract Amount: \$125,000.00

Email: davel@ci.fullerton.ca.us

Address: 303 W. Commonwealth, Fullerton, CA 92832

Brief Contract Description: Traffic Signal Maintenance and Repair Services

**Company Name:** City of Irvine

Telephone Number: (949) 724-7684

Contact Name: Kevin Tobin

Contract Amount: \$850,826.00

Email: [ktobin@cityofirvine.org](mailto:ktobin@cityofirvine.org)

Address: [6427 Oak Canyon #3, Irvine, CA 92618](#)

Brief Contract Description: [Traffic Signal Maintenance and Repair Services](#)

**Company Name:** [City of Newport Beach](#)

Telephone Number: [\(949\) 644-3324](#)

Contact Name: [Brian Loo](#)

Contract Amount: [\\$280,000.00](#)

Email: [bloo@newportbeachca.gov](mailto:bloo@newportbeachca.gov)

Address: [3300 Newport Blvd., Newport Beach, CA 92663](#)

Brief Contract Description: [Traffic Signal Maintenance and Repair Services](#)

[Our complete list of references has been placed earlier in the Proposal for your review and consideration](#)



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.

Bidder/Applicant/Proposer **Michael J. Hutchens (Operations Manager, Yunex LLC)**

12/15/2021

Date \_\_\_\_\_



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside

On 12-15-2021 before me, Candace Gallaher - Notary Public  
(insert name and title of the officer)

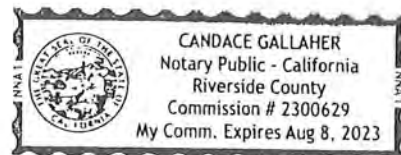
personally appeared MICHAEL J. HUTCHENS,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in  
his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



**THIS DELEGATION ONLY APPLIES TO YUNEX, LLC. ALL CONTRACTS, BIDS, CERTIFICATES, AFFIDAVITS OR ANCILLARY DOCUMENTS TO BE SIGNED ON BEHALF OF SIEMENS MOBILITY, INC. MUST BE SIGNED BY RODNEY MATHIS AND DIRK RAUBER WITHOUT EXCEPTION**

**DELEGATION OF APPROVAL AUTHORITY FROM  
PRESIDENT RODNEY MATHIS AND CFO DIRK RAUBER**

**YUNEX, LLC.**

- A. The undersigned **Rodney Mathis, President** and **Dirk Rauber, CFO** of the Yunex, LLC. (the "Corporation"), a corporation duly organized and existing under the laws of the State of Delaware, by virtue of the authority vested as President and CFO to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, any bids, projects, contracts, agreements and any certificates, affidavits or ancillary documents in connection therewith to the extent the foregoing instruments and are consistent with the limits of authority granted under LoA guidelines and grants of release for and on behalf of the Corporation, do hereby delegate to and acknowledge that the following person(s) may exercise such authority for and on our behalf up to \$10 million.

AUTHORIZED SIGNATORIES	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)

- B. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name or on behalf of the Corporation the same documents as referenced in paragraph A, up to and including a transactional limit of \$5 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

AUTHORIZED SIGNATORIES	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Jaskaran Dhiman Singh Manager, Procurement	



- C. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of \$3 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Michael Gaertner Director, PLM/R&D	Anchal Bansal Commercial Manager, Service
Goutham Lingannagari Head of Bids & Projects	Craig Debevoise Projects Commercial
Nils Soyke Project Manager	Manuel Guio Villarreal Commercial Project Manager
Steve Teal Director, Service	

- D. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as referenced in paragraph A, up to and including a transactional limit of \$1 million. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Operations</u> (Name/Position)	<u>Finance/Central Support Function</u> (Name/Position)
Michael Hutchens Operations Manager	James Barker Commercial Project Manager
Venkatesh Jadhav Project Manager	Claudia Thiele Commercial Project Manager
Gary Kochetkov Project Manager	
Sari Mahli Project Manager	
Scott McCarthy Material Manager	
Del Nichols Project Manager	
Carlota Oteyza Hafner Project Manager	
Syed Rahman Project Manager	
Clint Schuckel Operations Manager	
Mejosh Thomas Project Manager TG2	
William Tucker Operations Manager	

- E. It is further acknowledged that the following individuals are hereby authorized to sign or countersign and otherwise execute in the name, or on behalf of the Corporation, the same documents as they are referenced in paragraph A, up to and including a transactional limit of \$250 thousand. Any such delegation extends to but is limited to the same scope, documents and subject matter as referenced and granted in paragraph A, limited to the monetary amount stated in this paragraph.

<u>AUTHORIZED SIGNATORIES</u>	
<u>Business Operations</u> <u>(Name/Position)</u>	<u>Finance/Central Support Function</u> <u>(Name/Position)</u>
Ali Aga, Bid Manager	Josh Spandiary Commercial Service Manager
Joshua Ferras Service Account Manager	Frank Werner Commercial Service Manager
Deana Flynn Service Account Manager	
Michelle Flynn Service Account Manager	
Candace Gallaher Service Account Manager	
Diana Johnson Bid Manager	
Joshua Lippincott Service Account Manager	
Robert Paquette Sales Manager	
Jeffrey Pierce Service Account Manager	
Melissa Rodriguez Sales Manager	

- F. It is further acknowledged that each of the signatures of the persons referred to in paragraphs A, B, C, D, and E are binding upon the Corporation.
- G. It is further acknowledged that any document shall require the signature of two (2) of the above Authorized Signatories, one each from Business Operations and from Finance/Central Support Functions, whom shall have the requisite signature authority to be legally binding upon the Corporation.
- H. It is further acknowledged that each of the persons referred to herein is authorized to delegate such person's authority hereunder to additional members of his or her management team up to the limit of such person's delegation of authority, provided that such delegation is in written form signed by the delegator and filed with the Legal Department.
- I. It is further acknowledged that the Secretary or an Assistant Secretary of the Corporation is authorized to issue certifications attesting to the incumbency, authority and status of any of the persons referred to in this resolution.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the corporate seal of the said Corporation, as of the 2<sup>nd</sup> day of November, 2021.



*[Handwritten signature]* 11-8-21

Rodney Mathis  
President  
Yunex, LLC.

*[Handwritten signature]*  
Digitally signed by Rauber  
Dirk  
Date: 2021.11.08 13:04:25  
-08'00'

Dirk Rauber  
CFO  
Yunex, LLC.

**EXHIBIT C**  
**LIST OF SIGNALS AND DEVICES**

### ***Costa Mesa Traffic Signals***

<b>No.</b>	<b>Main Street</b>	<b>Side Street</b>	<b>Controller</b>	<b>BBS</b>	<b><u>EVP</u></b>
1	Adams	Pinecreek	ASC/3-2100		Yes
2		Royal Palm	ASC/3-2100		Yes
3		Mesa Verde E	ASC/3-2100		Yes
4		Mesa Verde W/Placentia	ASC/3-2100	Myers	Yes
5		Albatross/Shantar	ASC/3-2100		No
6	Anton	Experian-Enclave	ASC/3-2100		No
7		Sakioka	820A		Yes
8		Avenue of the Arts	820A		Yes
9		Park Center	ASC/3-2100		Yes
10	Baker	Red Hill	ASC/3-2100		No
11		Pullman	Cobalt		No
12		Fire Station 2	ASC/3-2100		No
13		Milbro	ASC/3-2100		No
14		Babb	ASC/3-2100		No
15		Mendoza	ASC/3-2100		No
16		Coolidge	ASC/3-2100		No
17		College	ASC/3-2100		Yes
18		Royal Palm	ASC/3-2100		No
19	Bear	Sunflower	Cobalt (ex.) (EOS FUTURE)		Yes
20		Crystal Court-Town Center	Cobalt (EOS)		Yes
21		South Coast-Macy's	Cobalt (EOS)		Yes
22		Metro Pointe E	Cobalt (EOS)		Yes
23		Yukon-Paularino	Cobalt (EOS)		Yes
24		Baker	ASC/3-2100		Yes
25	Bristol	Sunflower	Cobalt		Yes
26		Town Center	Cobalt	Myers	Yes
27		Anton	Cobalt	Clary	Yes
28		Hotel Way	Cobalt		Yes
29		Paularino	Cobalt	Clary	Yes
30		Baker	Cobalt	Clary	Yes
31		SOBECA Way	Cobalt		Yes
32		Randolph	Cobalt		Yes



### ***Costa Mesa Traffic Signals***

<b>No.</b>	<b>Main Street</b>	<b>Side Street</b>	<b>Controller</b>	<b>BBS</b>	<b><u>EVP</u></b>
33		Bear	Cobalt		Yes
34		Newport SB	ASC/3-2100	Clary	Yes
35		Newport NB/Ganahl	ASC/3-2100	Clary	Yes
36		Santa Ana/Red Hill	Cobalt		Yes
37	Fair	Loyola	Cobalt		No
38		Vanguard	Cobalt		No
39		Fairgrounds/Civic Ctr	820A		No
40	Fairview	Sunflower	ASC/3-2100	Clary	Yes
41		South Coast	ASC/3-2100	Clary	Yes
42		McCormack	ASC/3-2100		Yes
43		Paularino	ASC/3-2100		Yes
44		Baker	ASC/3-2100	Clary	Yes
45		Adams	ASC/3-2100	Clary	Yes
46		Monitor	ASC/3-2100		Yes
47		OCC/Mustang	ASC/3-2100		Yes
48		Arlington	Cobalt (EOS?)		Yes
49		Merrimac	ASC/3-2100		Yes
50		Fair	ASC/3-2100	Clary	Yes
51		Wilson	ASC/3-2100		Yes
52	Harbor	Scenic/Lake Center	ASC/3-2100	Myers	Yes
53		Sunflower	ASC/3-2100		Yes
54		Law Court	ASC/3-2100		Yes
55		South Coast	ASC/3-2100		Yes
56		Gisler	ASC/3-2100	Myers	Yes
57		Date	ASC/3-2100	Myers	Yes
58		Nutmeg	ASC/3-2100	Myers	Yes
59		Baker	ASC/3-2100		Yes
60		Adams	ASC/3-2100		Yes
61		Mesa Verde E/Peterson	ASC/3-2100		Yes
62		Merrimac	Cobalt		Yes
63		Fair	Cobalt		Yes
64		Harbor Center	ASC/3-2100		Yes
65		Wilson	ASC/3-2100	Myers	Yes

## ***Costa Mesa Traffic Signals***

<b>No.</b>	<b>Main Street</b>	<b>Side Street</b>	<b>Controller</b>	<b>BBS</b>	<b><u>EVP</u></b>
66		Victoria	ASC/3-2100		Yes
67		Hamilton	ASC/3-2100	Clary	Yes
68		Bay	ASC/3-2100		Yes
69		19th	ASC/3-2100		Yes
70	Newport NB	Mesa	ASC/3-2100		No
71		Del Mar	ASC/3-2100		Yes
72		Santa Isabel	ASC/3-2100		Yes
73		Wilson	ASC/3-2100		No
74		22nd	ASC/3-2100	Myers	Yes
75		Bay	ASC/3-2100		No
76	Newport SB	Mesa	ASC/3-2100		No
77		Fair/Del Mar	ASC/3-2100		Yes
78		Vanguard	ASC/3-2100		Yes
79		Wilson	ASC/3-2100		No
80		Fairview	ASC/3-2100		Yes
81		Victoria	ASC/3-2100	Myers	Yes
82		Bay	ASC/3-2100		No
83	Paularino	Jian	Cobalt		No
84	Placentia	Fairview Park	ASC/3-2100		No
85		Estancia North	ASC/3-2100		No
86		Estancia South	ASC/3-2100		No
87		Wilson	ASC/3-2100		Yes
88		Victoria	ASC/3-2100		Yes
89		19th	ASC/3-2100		Yes
90		18th	ASC/3-2100		Yes
91		17th	ASC/3-2100		Yes
92		16th	ASC/3-2100		No
93	Red Hill	Kalmus	820A		No
94		Paularino	820A		No
95	Sakioka	Vista Way	820A		No
96	South Coast	Susan	820A		No
97		Metro Pointe W	Cobalt (EOS)		No
98		Metro Pointe E	Cobalt (EOS)		No
99	Flower	Anton	ASC/3-2100	Myers	Yes
100		Flower/Sakioka	Cobalt		Yes
101		Avenue of the Arts	Cobalt		Yes
102		Park Center	Cobalt		Yes
103		S Plaza	Cobalt		Yes

### ***Costa Mesa Traffic Signals***

<b>No.</b>	<b>Main Street</b>	<b>Side Street</b>	<b>Controller</b>	<b>BBS</b>	<b><u>EVP</u></b>
104	Sun	Fuchsia/Raitt	Cobalt		No
105		Greenville/Wimbledon	Cobalt		No
106		Susan	Cobalt		No
107		Hyland	Cobalt		No
108	Victoria	Valley/Pacific	ASC/3-2100		Yes
109		Canyon	ASC/3-2100 Cobalt (future)		Yes
110		American	ASC/3-2100		Yes
111		National	ASC/3-2100		Yes
112		Pomona	ASC/3-2100		Yes
113		Maple	ASC/3-2100		Yes
114	Wilson	Pomona	ASC/3-2100		No
115		Center Way	ASC/3-2100		Yes
116	16th	Pomona/Industrial/Superior	820A		No
117	17th	Anaheim/Superior	ASC/3-2100		Yes
118		Orange	ASC/3-2100		Yes
119		Westminster	ASC/3-2100		Yes
120		Santa Ana	ASC/3-2100		Yes
121		Tustin	ASC/3-2100		Yes
122	19th	Park	ASC/3-2100		Yes
123		Anaheim	ASC/3-2100		Yes
124		Meyer	ASC/3-2100		Yes
125		Pomona	ASC/3-2100		Yes
126	Placentia	Bike Xing	ASC/3-2100		No
127	Baker	Randolph	Cobalt (EOS)		Yes
128	19th	Wallace	Cobalt (EOS)		Yes
129	South Coast	The Press	Cobalt (EOS)	Clary	Yes
130	Hyland	Vans	Cobalt (EOS)	Clary	Yes
131	Fairview	Village Way	Cobalt		Yes

## HAWK Signals

Arlington Drive	w/o	Junipero Drive	Existing
Fire Station #1	&	Adams Ave	Existing
OCC Driveway	&	Merrimac Way	Existing
18th St	w/o	Park Drive	Future

## Flashing LED Stop Sign

Junipero	&	Arlington	Future
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### Caltrans (For Reference Only)

Baker Street	&	Newport Frontage NB-SR-55
Baker Street	&	Newport Frontage SB - SR-55
Paularino Avenue	&	Newport Frontage NB-SR-55
Paularino Avenue	&	Newport Frontage SB - SR-55
Bear Street	&	SR-73 NB Ramp
Bear Street	&	SR-73 SB Ramo
Bristol Street	&	I-405 NB Ramp
Bristol Street	&	I-405 SB Ramp
Fairview Road	&	I-405 SB Ramp
Fairview Road	&	I-405 NB Ramp
Harbor Blvd	&	I-405 SB Ramp
Harbor Blvd	&	I-405 NB Ramp
Newport Blvd	&	16th Street
Newport Blvd	&	17th Street
Newport Blvd	&	18th Street-Rochester
Newport Blvd	&	19th Street
Newport Blvd	&	Broadway
Newport Blvd	&	Harbor Blvd
Newport Blvd	&	Industrial
South Coast Drive	&	I-405 NB Off-Ramp
Hyland/South Coast	&	I-405 NB On-Ramp
Anton	&	I-405 NB On-Ramp
Avenue of the Arts	&	I-405 NB Off-Ramp
Susan	&	I-405 NB Off-Ramp

### County of Orange (For Reference Only)

Santa Avenue	&	Mesa Drive
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## School Flashers

Baker Street	e/o	Labrador Drive/Andros Street	Existing
Baker Street	w/o	Labrador Drive/Andros Street	Existing
Placentia Avenue	n/o	18th street	Existing
Placentia Avenue	s/o	19th street	Existing
Victoria Street	e/o	Canvon Drive	Existing
Victoria Street	w/o	Canvon Drive	Existing
Killybrooke	s/o	Belfast	Existing
Killybrooke	s/o	Garlingford	Existing
Sonora	e/o	La Salle	Existing
Velasco	e/o	Sonora	Existing

## Flashing Crosswalks

Placentia	&	20th Street	Existing
Town Center	&	e/o Bristol	Existing
East 17th	&	Ravnond	Existing
Santa Ana	&	Rose	Existing
Pomona	&	Sterling	Existing
Paularino	&	Coolidge	Existing
Gisler	w/o	w/o Iowa	Existing

### Existing Electronic Speed Feedback Signs

Index	Main Street	Direction	Near	Side Street
1	Adams	EB	W/O	Albatross
2	Adams	WB	E/O	Mesa Verde East
3	Arlington	EB	E/O	Fairview
4	Arlington	WB	W/O	Junipero
5	Baker	EB	E/O	Fairview St
6	Baker	WB	@	Babb St
7	Baker	WB	W/O	Royal Palm
8	Baker	EB	W/O	Bimini
9	Bear	NB	S/O	Saint Claire
10	California	SB	E/O	Colorado
11	Fairview	NB	S/O	Merrimac
12	Fairview	SB	N/O	Monitor
13	Fairview	NB	S/O	Wake Forest
14	Fairview	SB	N/O	Loyola
15	Fairview	SB	S/O	Fair
16	Gisler	WB	E/O	California
17	Gisler	EB	@	Sicily
18	Hamilton	WB	E/O	Pomona
19	Hamiton	EB	W/O	Pomona
20	Irvine	SB	S/O	E 19th
21	Mendoza	SB	S/O	Baker
22	Paularino	EB	W/O	Coolidge
23	Paularino	WB	@	Johnson
24	Placentia	NB	N/O	Victoria
25	Placentia	SB	@	Newton (S/O-18th)
26	Placentia	NB	@	Newton (S/O-18th)
27	Placentia	NB	@	Towne (S/O-19th)
28	Placentia	SB	N/O	Wilson
29	Placentia	NB	N/O	W 19th
30	Placentia	NB	N/O	Congress
31	Placentia	SB	S/O	Fairview Park
32	Placentia	SB	@	Towne (S/O-19th}
33	Placentia	NB	N/O	16th
34	Pomona	SB	S/O	Hamilton
35	Pomona	NB	@	Sterling
36	Santa Ana	NB	@	Robin Hood (S/O-21s0
37	Santa Ana	SB	@	Cecil Pl (S/O-23rd)
38	Susan	NB	@	South Coast
39	Susan	SB	@	Sunflower
40	Victoria	WB	@	National
41	Victoria	EB	E/O	Tidewater
42	Victoria	WB	E/O	Valley/Pacific
43	Victoria	EB	W/O	Valley/Pacific
44	E 18th	EB	E/O	Tustin
45	W.18th St	WB	E/O	Whittier
46	W 19th	WB	W/O	Park
47	W 19th	EB	E/O	Wallace
48	Whittier	NB	N/O	W 18th
49	Whittier	SB	S/O	19th
50	Wilson	EB	E/O	College
51	Wilson	WB	E/O	Placentia
52	Wilson	EB	W/O	Columbia
53	Wilson	WB	@	Wallace

**EXHIBIT D**  
**FEE SCHEDULE**

# YUNEX TRAFFIC

A Siemens Business

Helping Our Communities Become Vibrant,  
Growing & Green

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**Proposed to:**

City of Costa Mesa  
Attn: Stephanie Urueta  
Finance Department  
77 Fair Drive, 1st Floor  
Costa Mesa, CA 92626



City of Costa Mesa  
Cost Proposal for: Traffic Signal Maintenance Services (RFP 22-11/C03983)

# **COST PROPOSAL** **FOR TRAFFIC SIGNAL SYSTEM MAINTENANCE**

		Quantity	Unit <del>(monthly)</del>	(monthly)
1.	Routine Maintenance:			
a.	Traffic Signal	131	\$ 78.50	\$10,283.50
b.	Pedestrian Hybrid Beacon (HAWK)	4	\$43.00	\$ 172.00
c.	Battery Backup System	23	\$ 14.50	\$ 333.50
d.	Flashing L E D Stop Sign (Future)	1	\$ 14.50	\$ 14.50
	Routine Maintenance Monthly Sub Total:			\$ 10,803.50
2.	Extraordinary Maintenance I Hardware:			
	(Unit is "each" unless noted. Hardware shall conform to the Scope of Work. Price quoted shall include all labor, equipment costs, and mark-up.)			
a.	Replace luminaire safety light lamp with LED			\$ <u>602.00</u>
b.	Replace luminaire safety light ballast			\$ <u>131.50</u>
c.	Replace ISNS florescent lamp			\$ <u>47.25</u>
d.	Replace ISNS florescent lamp with LED			\$ <u>343.00</u>
e.	Replace ISNS florescent ballast			\$ <u>101.50</u>
f.	Install 12" red LED lens	Ball \$ 102.00	Arrow \$	<u>102.00</u>
g.	Install 12" yellow LED lens	Ball \$ 101.00	Arrow \$	<u>102.00</u>
h.	Install 12"green LED lens	Ball \$ 101.00	Arrow \$	<u>101.00</u>
i.	Replace 3-section 12" vehicle head assembly with LED complete			\$ <u>421.00</u>
J.	Replace 5-section 12" vehicle head assembly with LED complete			\$ <u>1,192.00</u>
k.	Replace backplate for vehicle head		3-section	\$ <u>140.00</u>
			5-section	\$ <u>235.00</u>



l.	Replace ped head with LED countdown complete with framework	\$ <u>530.00</u>
m.	Replace ped module with LED countdown module (retain head)	\$ <u>175.00</u>
n.	Replace standard Type "E" detector loop complete (4 or Less)	\$ <u>503.00</u>
	(more than 4)	\$ <u>430.00</u>
o.	Replace standard Type "F" detector loop complete (4 or Less)	\$ <u>503.00</u>
	(more than 4)	\$ <u>430.00</u>
p.	Replace 5' x 50' detector loop complete (4 or Less)	\$ <u>1,815.00</u>
	(more than 4)	\$ <u>1,670.00</u>
q.	Replace pull box with Christy Fiberlite	No.3 \$ <u>578.00</u>
		No. 5 \$ <u>818.00</u>
		No. 6 \$ <u>1,195.00</u>
r.	Paint pedestrian head	\$ <u>60.00</u>
s.	Paint vehicle head	\$ <u>150.00</u>
t.	Paint controller cabinet	\$ <u>300.00</u>
u.	Paint electrical service cabinet	\$ <u>300.00</u>
v.	Test traffic signal cabinet	\$ <u>875.00</u>
	(with Full Caltrans Environmental Cert)	\$ <u>1,870.00</u>
w.	Install City furnished cabinet on existing foundation	\$ <u>2,390.00</u>
x.	Replace NEMA conflict monitor with LED	\$ <u>1,100.00</u>
y.	Replace PPB (Polara "Bulldog" or City approved equal)	\$ <u>136.00</u>
z.	Replace ISNS (name panels shall be City furnished) 6' \$ <u>73.00</u> 8' \$ <u>73.00</u>	
aa.	Conduct city-wide night ride of traffic signals and street lighting	\$ <u>962.00</u>
ab.	Clean CCTV camera lens	\$ <u>79.00</u>
ac.	Replace BBS Battery	\$ <u>296.00</u>
ad.	Markup on all other materials over supplier invoice amount: (conforming to Section 2.04.19)	<u>15%</u>

3.	Extraordinary Maintenance / Labor:	Regular Time Per Hour	Overtime Per Hour	Premium Per Hour
	Superintendent	\$ <u>85.00</u>	\$ <u>85.00</u>	\$85.00
	Engineering Technician	\$ <u>127.00</u>	\$ <u>159.00</u>	\$190.00
	Laboratory Technician	\$ <u>88.00</u>	\$ <u>105.00</u>	\$123.00
	Maintenance Technician - Lead	\$ <u>122.00</u>	\$ <u>154.00</u>	\$186.00
	Maintenance Technician	\$ <u>116.00</u>	\$ <u>144.00</u>	\$173.00
	Utility Technician - Lead	\$ <u>127.00</u>	\$ <u>159.00</u>	\$190.00
	Utility Technician	\$ <u>104.00</u>	\$ <u>147.00</u>	\$147.00
	Street Light Technician	\$ <u>116.00</u>	\$ <u>144.00</u>	\$173.00
	Laborer	\$ <u>104.00</u>	\$ <u>147.00</u>	\$147.00
4.	CCTV, Communication, & ITS	Regular Time Per Hour	Overtime Per Hour	Premium Per Hour
	Fiber Optic Cable Technician	\$ <u>117.00</u>	\$ <u>145.00</u>	\$174.00
	Network Technician	\$ <u>102.00</u>	\$ <u>123.00</u>	\$123.00

Labor rates shall include all fringe benefits, markup, overhead, etc. for all job classifications performing extraordinary maintenance work.

**Premium Hours are: Monday thru Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all Holidays starting at 12:00am until the next morning at 7:30am.**

## 5. Extraordinary Maintenance / Equipment (per job trip):

Pick-Up Truck	\$ <u>40.00</u>
Service Truck	\$ <u>100.00</u>
Service/Ladder Truck	\$ <u>NOT SAFE</u>
Boom/Ladder Truck	\$ <u>60.00</u>
50' Height Boom Truck	\$ <u>180.00</u>
Crane	\$ <u>260.00</u>
Water Truck	\$ <u>10.00</u>
Dump Truck	\$ <u>100.00</u>
Complete Paint Rig	\$ <u>160.00</u>
Concrete Saw and Truck	\$ <u>100.00</u>
Trencher and Backhoe	\$ <u>1,500.00</u>
Air Compressor with Tools	\$ <u>10.00</u>
Vacuum Truck	\$ <u>40.00</u>
Boring Machine	\$ <u>950.00</u>

It is agreed that submission of a proposal shall be considered prima facie evidence that the bidder has carefully examined the scope of services; areas of responsibility; and field conditions, and is therefore satisfied as to the character, quantity and quality of work to be performed, materials to be furnished and requirements of this contract.

Bidder:

Firm: Yunex LLC

Address: 1026 E. Lacy Ave.

Anaheim, CA 92805

Phone: (714) 456-9902

Signature:  **Robert Paquette, Sales Manager**

Date: 12/15/2021

**EXHIBIT E**  
**CITY COUNCIL POLICY 100-5**



<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
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>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
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;

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



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

**File #:** 22-667

**Meeting Date:** 5/3/2022

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**TITLE:**

**FISCAL YEAR 2022-2023 ANNUAL ACTION PLAN IDENTIFYING FUNDING PRIORITIES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS GRANT (HOME) PROGRAMS**

**DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/HOUSING AND COMMUNITY DEVELOPMENT**

**PRESENTED BY: MIKELLE DAILY, GRANT ADMINISTRATOR**

**CONTACT INFORMATION: MIKELLE DAILY, GRANT ADMINISTRATOR, 714- 754-5678; Mikelle.Daily@costamesaca.gov**

**RECOMMENDATION:**

Staff recommends the City Council:

1. Hold a Public Hearing regarding the 2022-2023 Annual Action Plan.
2. Approve the recommended allocation of \$1,137,737 for the Fiscal Year 2022-2023 Community Development Block Grant.
3. Approve the recommended allocation of \$501,749 for the Fiscal Year 2022-2023 HOME Investment Partnerships Grant.
4. Adopt Resolution No. 2022-XX in order to:
  - a. Approve the 2022-2023 Annual Action Plan.
  - b. Authorize the City Manager, or the City Manager's designee, to submit the 2022-2023 Annual Action Plan to the U.S. Department of Housing and Urban Development.
  - c. Designate the City Manager, or the City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all subrecipient agreements for the use of funds approved in the 2022-2023 Annual Action Plan.
5. Authorize the City Manager or designee to approve staff procedures and guideline for the implementation of CDGB- and HOME-funded programs.

**BACKGROUND:**

Costa Mesa is a recipient of two U.S. Department of Housing and Urban Development (HUD) grant program funds, the Community Development Block Grant (CDBG) Program and the Home Investment Partnerships Program (HOME). These two HUD programs annually provide approximately \$1.6 million to the City and can be used for various activities that assist low- and moderate-income Costa Mesa residents.

The Housing and Community Development Division (HCD) of the Development Services Department is responsible for administering the City's CDBG and HOME grants. CDBG and HOME-funded

activities must address the needs outlined in the City's Consolidated Plan. The Consolidated Plan is a five-year planning document required by HUD for all communities receiving federal community development grant funds. The current Consolidated Plan was approved by the City Council on May 19, 2020 and covers Fiscal Year (FY) 2020-2021 through FY 2024-2025. The Consolidated Plan can be found on the City's website.

Based on an analysis of housing/community needs, market analysis, and input from the community, the following five-year goals and priorities have been identified for implementation in the 2020-2024 Consolidated Plan:

Goal 1: Housing Preservation - To provide decent and affordable housing through a variety of activities, including owner-occupied housing rehabilitation, code enforcement, and rental housing acquisition/rehabilitation

Goal 2: Infrastructure and Facility Improvements - To enhance the suitability of the living environment through improvements to public infrastructure and facilities

Goal 3: Homeless Continuum of Care - To provide supportive services and housing assistance for homeless persons and homelessness prevention

Goal 4: Public Social Service - To provide services for low- and moderate-income persons, and those with special needs, including fair housing services

Goal 5: Program Administration - To provide administration of the CDBG and HOME programs, ensuring effective and efficient delivery of programs and services and complying with all HUD program requirements

The Consolidated Plan is a five-year strategic plan that identifies priority housing and community needs, strategies to address needs, and programs/resources to address needs. Its five-year cycle will end on June 30, 2025. The Annual Action Plan is the one-year expenditure plan for the use of HUD's annual allocation of funds. The City must submit the Annual Action Plan to HUD in May of each year to comply with HUD requirements and continue to receive these federal funds.

HUD funding for FY 2022-2023 has yet to be announced. However, for planning purposes, the City anticipates it will receive \$1,137,737 in CDBG funds and \$501,749 in HOME funds for FY 2022-2023. This grant amount is based on the allocation awarded for the previous fiscal year, FY 2021-2022. Consistent with HUD guidelines, once HUD announces CDBG and HOME awards for FY 2022-2023, the City will adjust the funding for the activities listed above proportionally in order to equal the final grant awards, or as otherwise directed by the City Council.

The City is required to provide a 30-day public comment period and to hold a public hearing before approving and submitting the Annual Action Plan to HUD.

## **ANALYSIS:**

### **2022-2023 Annual Action Plan**

Fiscal Year 2022-2023 is the third year of the 2020-2024 Consolidated Plan cycle. The Action Plan



serves as the link between the objectives and goals listed in the Consolidated Plan with activities to be carried out during a 12-month period that address priority needs. The period covered by the 2022-2023 Action Plan begins July 1, 2022, and ends June 30, 2023.

Both CDBG and HOME funds have specific program requirements. For example, CDBG funds must be utilized to achieve one of three national objectives: 1) elimination of run down areas, 2) meet an urgent need (e.g., declared disaster), or 3) benefit low- and moderate-income persons. HOME funds must be used to preserve or increase housing opportunities for low-income residents in Costa Mesa.

Lower income persons are defined by HUD as an individual with a household income equal to or less than 80 percent of the County median income. Income limits are based on family size and are adjusted annually by HUD. HUD 2022 Orange County income limits have not yet been released. HUD 2021 Orange County income limits are shown below:

**Table 1 - HUD 2021 Income Limits for Orange County**

<b>Household Size</b>	<b>Household Income at 50% of OC Median Income</b>	<b>Household Income at 80% of OC Median Income</b>
1-Person	\$47,100	\$75,300
2-Person	\$53,800	\$86,050
3-Person	\$60,550	\$96,800
4-Person	\$67,250	\$107,550
5-Person	\$72,650	\$116,200
6-Person	\$78,050	\$124,800
7-Person	\$83,400	\$133,400
8-Person	\$88,800	\$142,000

### **CDBG Funds**

HUD funding for FY 2022-2023 has yet to be announced. However, for planning purposes, the City anticipates it will receive \$1,137,737 in CDBG funds for FY 2022-2023 based on its allocation awarded for FY 2021-2022. Additionally, \$867,011 in prior year uncommitted allocation will be available for CDBG-funded activities. Staff is recommending funding in five primary program areas: 1) capital improvements 2) public services grants, 3) housing rehabilitation program, 4) community improvement/code enforcement, and 5) program administration.

### **Capital Improvements**

CDBG funds may be used to improve public facilities and infrastructure, provided the primary beneficiaries are low- and moderate-income Costa Mesa residents. City HCD staff solicited proposals for capital improvement projects from City departments. The Public Services Department requested \$1,200,000 for the Citywide Street Improvement project, increasing the Wilson Street Pavement Rehabilitation Program funding by \$600,000 to extend reconstruction to the end of Pacific Avenue (\$565,777 in CDBG funds were awarded in FY 2021-2022 for Wilson Street from Newport Boulevard to Placentia Avenue) for a total CDBG funding amount of \$1.17 million and allocating \$619,733 to the Westside Street Improvements Project which will include improvements to American Avenue,

American Place, Congress Street and Governor Street.

Staff recommends allocating the \$1,200,000 in FY 2022-2023 CDBG funds for the proposed Street Improvement Projects. The projects entail reconstructing failed pavement, including grinding down and overlaying the existing pavement with rubberized asphalt and upgrading striping to include bike lanes. The project will also include repairing existing sidewalks, wheelchair ramps, driveways, and curb gutters to meet City and ADA standards. Public Services staff have identified Capital Improvement funds to supplement CDBG funding for these projects.

### **Public Service Grants**

The City is allowed to earmark up to 15% of its annual CDBG allocation for public service grants. Based on the City's estimated FY 2022-2023 CDBG grant allocation, a maximum of \$170,000 is available for public service grant funding. Consistent with HUD guidelines, once HUD announces CDBG and HOME awards for FY 2022-2023, the City will adjust the funding for the activities listed above proportionally in order to equal the final grant awards, or as otherwise directed by the City Council.

Public services are defined as social service programs that primarily benefit low- and moderate-income residents. Staff recommends allocating \$30,000 toward staffing for the City's Social Services program at the Costa Mesa Senior Center, a program that improves the quality of life of seniors in Costa Mesa by providing support for physical, mental, emotional and social health. This leaves \$140,000 available for community based public services grants (PSGs).

On February 3, 2022, the City released a request for PSG applications. On February 25, 2022 the City received eight PSG applications requesting a total of \$185,000 and two fair housing applications requesting a total of \$38,000 in public service grants. On March 23, 2022, the City's Housing and Public Service Grant Committee (H&PSG Committee) convened to review grant applications and developed public service grant funding recommendations for the City Council's consideration. When developing funding recommendations, the H&PSG Committee utilized updated application rating criteria and funding limitations. Grant applications for award were set between a minimum of \$15,000 and a maximum \$30,000 grant award amount to ensure the grants are able to achieve favorable impacts, while serving diverse eligible populations. The H&PSG Committee recommends funding for seven of the eight PSG applications and one of the two fair housing applications as shown in Table 2, below.

The H&PSG Committee's ratings, rankings, and grant recommendations are provided as an attachment to this report for the City Council's consideration. The attachment also includes a summary of grant applications and a three-year funding history of CDBG public service grants. The H&PSG Committee's grant recommendations are listed in the proposed CDBG budget below. A complete copy of all PSG applications submitted are posted on the City's website at: <https://www.costamesaca.gov/city-hall/city-departments/development-services/housing-and-community-development/cdbg-public-service-grant-applications>.

### **Housing Rehabilitation Administration**

Staff is proposing to allocate \$41,688 in CDBG funding for staff and other direct costs associated with

administering the City's housing rehabilitation program. Examples of eligible costs include staff costs associated with the preparation of work specifications, property inspections, and loan/grant application processing. See the discussion under the HOME funds section for further details regarding the Housing Rehabilitation program.

### **Community Improvement/Code Enforcement**

CDBG funds may be used for code enforcement activities, provided the program primarily benefits low-and moderate-income persons, and that such activities "together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area." The crux of this regulation is that any CDBG-funded code enforcement activity must have a direct nexus to rehabilitation or improving housing in an eligible area. For FY 2022-2023, staff recommends an allocation of \$335,810 in CDBG funds to support the work effort of two full-time and one part-time community improvement officers. Activity will be limited to eligible low and moderate-income Census Tract Block Groups identified by HUD. The goal of community improvement activities in these areas is to connect property owners, residents and other members of this community with resources and programs to resolve substandard housing conditions in an overall effort to improve the quality of life within these neighborhoods.

### **Administration**

HUD allows the City to allocate up to 20 percent of its annual grant for planning and program administration. Based on the City's estimated FY 2022-2023 grant amount and staff's proposed allocations, a maximum of \$227,547 can be for program administration. Eligible program administration expenditures include program staff salaries and benefits, contract services, legal services, direct program operating costs and fair housing costs if not funded through public services. The City is required by HUD to fund a Fair Housing Program, which provides education, counseling and enforcement services for Costa Mesa households.

Staff recommends allocating \$20,000 from administration to fund the Fair Housing Foundation to provide services and comply with federal regulations. In prior years, the City has funded fair housing services through PSG funds, but these services are an eligible administration expense, so staff is recommending that the required Fair Housing Program be funded out of Administration instead as a means of maximizing PSG dollars available to community organizations. This year, two fair housing organizations, Fair Housing Foundation and Orange County Fair Housing Council, applied for CDBG funds. The City has a 14-year history of providing fair housing services successfully through the Fair Housing Foundation, an organization that provides services for 24 cities throughout Orange County in addition to several cities in Los Angeles County. They have been responsive to our residents and City staff in matters relating to fair housing, and providing training and information.

Table 2: Proposed FY 2022-2023 CDBG Budget

AVAILABLE FUNDS		
2022-2023 CDBG Allocation	\$1,137,737	
2021-2022 Unspent CDBG Allocation	\$867,011	
	<b>TOTAL:</b>	<b>\$2,004,748</b>
PROPOSED PROGRAMS/PROJECTS		
Code Enforcement		
- Salary & Benefits – 2 FT & 1 PT Officers	\$335,810	
	<b>Subtotal:</b>	<b>\$335,810</b>
Capital Improvement Projects		
- Wilson Street Pavement Rehabilitation	\$600,000	
- Westside Street Improvements	\$600,000	
- CIP Unallocated	\$29,703	
	<b>Subtotal:</b>	<b>\$1,229,703</b>
Public Service Grants (15% Maximum)		
- City of Costa Mesa – Senior Services Counselor	\$30,000	
- Community SeniorServ-Lunch Cafe	\$15,000	
- Community SeniorServ-Meals on Wheels	\$15,000	
- Families Forward	\$25,000	
- Mercy House/Bridge Shelter	\$15,000	
- Project Hope Alliance	\$30,000	
- Trellis International	\$15,000	
- Youth Employment Services	\$25,000	
	<b>Subtotal:</b>	<b>\$170,000</b>
Housing Rehabilitation		
- Housing Rehabilitation Administration	\$41,688	
	<b>Subtotal:</b>	<b>\$41,688</b>
Administration (20% Maximum)		
- CDBG Program Administration	\$207,547	
- Fair Housing Foundation*	\$20,000	
	<b>Subtotal:</b>	<b>\$227,547</b>
	<b>TOTAL:</b>	<b>\$2,004,748</b>
*Required by HUD		

### HOME Funds

HUD funding for FY 2022-2023 has yet to be announced. For planning purposes, the City anticipates it will receive a HOME grant allocation for \$501,749, based on the current grant year. Additionally, \$1,454,657 in program income and \$763,401 in uncommitted prior year allocation will be available for HOME-funded activities. Consistent with HUD guidelines, once HUD announces CDBG and HOME awards for FY 2022-2023, the City will adjust the funding for the activities listed above proportionally in order to equal the final grant awards, or as otherwise directed by the City Council.

The City must reserve a minimum of 15 percent of annual HOME funds for a housing project to be

undertaken by a qualified nonprofit housing developer known as a Community Housing Development Organization (CHDO). The City is also allowed to use a maximum of 10 percent of HOME funds for program administration. Staff is proposing to allocate FY 2022-2023 HOME funds for four activities: 1) Single-family housing rehabilitation loans and grants program, 2) Affordable Rental Housing Development 3) CHDO reservation (required), and 4) program administration.

### **Housing Rehabilitation Program**

Staff is recommending allocating \$275,000 in HOME funds for the City's Housing Rehabilitation Loan and Grant Program. The loan program was originally adopted in the mid 1980's and provides financial assistance to qualified single-family home properties including condominiums and townhomes. The grant program began in 1991 and was originally funded using CDBG funds. In 1997, the City Council approved the use of HOME funds as an additional funding source to expand the program.

Program funds must be used to correct nonconforming uses, remedy code violations, and repair and improve deteriorating properties, in order to provide decent and safe housing conditions. Rehabilitated property value after rehabilitation cannot exceed 95 percent of the HUD median purchase price for the City. The subject property must be owner-occupied and serve as the principal residence of the eligible low to very low income household applying. The proposed allocation is estimated to fund approximately 10 grants and one loan annually.

### **Affordable Rental Housing**

In an effort to preserve and create new affordable rental housing opportunities for lower income households in Costa Mesa, staff intends to issue a Request for Proposals (RFP) to solicit applications for funding to support permanent affordable rental housing in the City using HOME Program funds. Funding for this effort will include HOME program income and prior year uncommitted HOME program funds. Staff recommends allocating \$2,319,368 to this effort.

### **Community Housing Development Organization (CHDO) Funds**

HOME program regulations require that a minimum of 15 percent of the City's annual grant allocation be reserved for a CHDO (a community-based nonprofit development entity). Based on the City's FY 2022-2023 HOME grant, \$75,262 is the minimum CHDO set-aside requirement. A CHDO-eligible project has not been identified at this time.

### **Administration**

The City is allowed to use up to ten percent of its annual grant for HOME program administration. Based on the City's estimated allocation for the FY 2022-2023 grant, \$50,174 is available for HOME program administration. Eligible administration expenditures include program staff salaries and benefits, contract services, and legal services which may be required to implement the funded activities.



**Table 3: Proposed FY 2022-2023 HOME Budget**

<b>AVAILABLE FUNDS</b>		
2022-2023 HOME Allocation	\$501,749	
Program Income	\$1,454,657	
Prior Year Uncommitted HOME Allocation	\$763,401	
	<b>TOTAL:</b>	<b>\$2,719,807</b>
<b>PROPOSED PROGRAMS/PROJECTS</b>		
Housing Rehabilitation		
- Housing Rehab Loans and Grants (1 loan & 10 grants)	\$275,000	
	<b>Subtotal:</b>	\$275,000
Affordable Housing	\$2,319,368	
- Affordable Rental Housing RFP		
	<b>Subtotal:</b>	\$2,319,368
CHDO Reserve (15% Minimum)		
- CHDO Reservation – Project to be determined		
	<b>Subtotal:</b>	\$75,262
Administration (10% Maximum)		
- FY 2022-2023 HOME Program Administration	\$50,174	
	<b>Subtotal:</b>	\$50,174
	<b>TOTAL:</b>	<b>\$2,719,807</b>
*Required by HUD		

**Noticing Requirements and Public Comment**

As required by HUD, a notice was published in local newspapers on April 1, 2022, inviting the public to review and comment on the draft 2022-2023 Annual Action Plan. The comment period began April 2, 2022, and will conclude on May 2, 2022. The notice also announced the May 3, 2022 City Council public hearing. At the time of this report, no comments had been received.

**ALTERNATIVES:**

The City Council can choose not to fund the proposed activities recommended by staff and allocate CDBG or HOME funds to other eligible activities. The City Council can also direct staff to not submit the Action Plan; however, if the City does not submit the Action Plan, HOME funds will most likely be returned to the U.S. Treasury, and the City's CDBG funds will be distributed proportionally among other Orange County jurisdictions that receive CDBG funds.

**FISCAL REVIEW:**

This action does not have a fiscal impact to the General Fund. For FY 2022-2023, the City receives an annual allocation of \$1,137,737 in CDBG funds and \$501,749 in HOME funds to fund the programs outlined above.

**LEGAL REVIEW:**

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

**CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council goal:

- Diversify, stabilize and increase housing to reflect community needs.

**CONCLUSION:**

The draft 2022-2023 Annual Action Plan has been prepared according to HUD regulations and outlines how the City will utilize FY 2022-2023 CDBG and HOME funds to meet the objectives and goals of the federal CDBG and HOME programs and consistent with the City's adopted five-year consolidated plan.

**RESOLUTION NO. 2022-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING AND AUTHORIZING SUBMISSION OF THE 2022-2023 ANNUAL ACTION PLAN FOR THE APPLICATION AND EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ACT FUNDS TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

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

WHEREAS, the City of Costa Mesa participates in the United States Department of Housing and Urban Development's ("HUD") Community Development Block Grant (CDBG) Program and also participates in HUD's Home Investment Partnerships Program (HOME); and

WHEREAS, in order to receive annual allocations from these HUD programs, the City is required to prepare a five-year strategic plan outlining the use of the grants and strategic vision for affordable housing and community development in the City known as the Consolidated Plan; and

WHEREAS, the City's current Consolidated Plan, was adopted on May 19, 2020, and will expire on June 30, 2025; and

WHEREAS, the federal regulations (Title 24 Code of Federal Regulations Part 91) delineate the required content of the Consolidated Plan, including an annual application and expenditure plan for CDBG and HOME funds, known as the Annual Action Plan; and

WHEREAS, the City is eligible to receive \$1,137,737 in 2022-2023 CDBG funds, which can be used for social service grants, housing rehabilitation, public facilities and administration, and is also eligible to receive \$501,749 in 2022-2023 HOME funds, which can be used for housing and administration as set forth in the 2022-2023 Annual Action Plan (Exhibit A); and

WHEREAS, the City made the 2022-2023 Annual Action Plan available for the required 30-day public review period between April 2, 2022 and May 2, 2022; and

WHEREAS, the City has published a notice of a public hearing for the 2022-2023 Annual Action Plan; and

WHEREAS, in the 2022-2023 Annual Action Plan, the City has considered all public comments which have been received either in writing or at the public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES as follows:

SECTION 1. The City Council hereby approves the 2022-2023 Annual Action Plan, attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. The City Council hereby authorizes the City Manager, or the City Manager's designee, to submit the 2022-2023 Annual Action Plan to HUD and execute all certifications and assurances contained therein to approve minor changes and provide additional information as may be required.

SECTION 3. The City Council hereby designates the City Manager, or the City Manager's designee, as the City's official representative to administer the programs and execute and submit all required agreements, certifications, and documents required by HUD. The City Council further authorizes the City Manager, or City Manager's designee, to execute all subrecipient agreements with the nonprofit organizations receiving allocations of CDBG funds approved in the 2022-2023 Annual Action Plan.

**PASSED AND ADOPTED this 3<sup>rd</sup> day of May 2022.**

\_\_\_\_\_  
John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Brenda Green, City Clerk

\_\_\_\_\_  
Kimberly Hall Barlow, City Attorney

**THIS PAGE IS RESERVED FOR THE CITY CLERK'S OFFICE.**

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

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 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 3<sup>rd</sup> day of May 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 3<sup>rd</sup> day of May 2022.

\_\_\_\_\_  
Brenda Green, City Clerk



## 2022-2023 PUBLIC SERVICE GRANT APPLICATION SUMMARIES

<b>HOMELESS SERVICES</b>	
<b>Families Forward – Housing Program</b>	
Proposed Service:	The program will provide housing and support services for homeless Costa Mesa families with children
Amount Requested:	\$25,000 for program staff
CM Residents to be Assisted:	24
Committee Recommendation:	\$25,000 (Avg rating 81.4 out of 100 pts/4 <sup>th</sup> out of 8 applications)
<b>Mercy House – Costa Mesa Bridge Shelter</b>	
Proposed Service:	Costa Mesa Bridge Shelter provides short-term shelter, supportive and housing navigation services for homeless individuals
Amount Requested:	\$25,000 for security services
CM Residents to be Assisted:	166
Committee Recommendation:	\$15,000 (Avg rating 97.4 out of 100 pts/1 <sup>st</sup> out of 8 applications)
<b>SENIOR SERVICES</b>	
<b>Community SeniorServ – Meals on Wheels</b>	
Proposed Service:	This senior meal program will provide home-delivered meals and quick assessment for homebound seniors to ensure health and safety
Amount Requested:	\$15,000 for raw food costs
CM Residents to be Assisted:	35
Committee Recommendation:	\$15,000 (Avg rating 73.6 out of 100/5 <sup>th</sup> out of 8 applications)
<b>Community SeniorServ – Lunch Café</b>	
Proposed Service:	The program provides seniors with hot lunch 5 days per week at the Costa Mesa Senior Center. Using a “grab-n-go” program model during COVID-19 required closure of the Senior Center.
Amount Requested:	\$15,000 for raw food costs
CM Residents to be Assisted:	150
Committee Recommendation:	\$15,000 (Avg rating 73.0 out of 100/6 <sup>th</sup> out of 8 applications)
<b>YOUTH SERVICES</b>	
<b>Project Hope Alliance – In—Place Case Management for Homeless CM Students</b>	
Proposed Service:	Wrap-around services for NMUSD students experiencing homelessness. Funds will be used to provide one-on-one case management, mentoring, tutoring, college and FAFSA application assistance, job search assistance, basic needs support like food.
Amount Requested:	\$30,000 for program staff salaries
CM Residents to be Assisted:	110
Committee Recommendation:	\$30,000 (Avg rating 92.2 out of 100/2 <sup>nd</sup> out of 8 applications)

## 2022-2023 PUBLIC SERVICE GRANT APPLICATION SUMMARIES

<b>Youth Employment Services (YES) – Comprehensive Youth Job Readiness Program</b>	
Proposed Service:	Program provides pre-employment counseling, mock interview skills training, job counseling, and job referrals for youth.
Amount Requested:	\$25,000 for program staff salaries
CM Residents to be Assisted:	300
Committee Recommendation:	\$25,000 (Avg rating 85.8 out of 100/3 <sup>rd</sup> out of 8 applications)
<b>Trellis International – Labors of Love</b>	
Proposed Service:	Will collectively identify neighbors in need in order to help them with manual labor projects.
Amount Requested:	\$30,000
CM Residents to be Assisted:	62
Committee Recommendation:	\$15,000 (Avg rating 63.8 out of 100/7 <sup>th</sup> out of 8 applications)
<b>DISABILITY SERVICES</b>	
<b>Easterseals – Autism Diagnostic Services</b>	
Proposed Service:	The program will provide autism diagnostic services to families who are uninsured, moderate- to low-income, and/or experiencing challenges securing a diagnostic assessment.
Amount Requested:	\$20,000
CM Residents to be Assisted:	10
Committee Recommendation:	\$0 (Ave rating 59.0 out of 100/8 <sup>th</sup> out of 8 applications)
<b>LOW- AND MODERATE-INCOME SERVICES</b>	
<b>Fair Housing Foundation – Fair Housing Program (HUD-Required – Paid out of Admin)</b>	
Proposed Service:	Program will provide fair housing education, counseling and enforcement services in compliance with federal program regulations
Amount Requested:	\$20,000 for program staff salaries and related program and admin costs
CM Residents to be Assisted:	186
Committee Recommendation:	\$20,000 (Avg rating of 83.75 out of 100 pts/current provider)
<b>Orange County Fair Housing Council</b>	
Proposed Service:	Program will provide fair housing education, counseling and enforcement services in compliance with federal program regulations
Amount Requested:	\$18,500 for program staff salaries and related program and admin costs
CM Residents to be Assisted:	590
Committee Recommendation:	\$0 (Avg rating of 86.75 out of 100 pts/ duplicate service)

**2022-2023 CDBG PUBLIC SERVICE GRANT**  
**Housing Public Service Grant Committee Recommendations**

Applicant	Amount Requested	Population to Serve	Rater 1	Rater 2	Rater 3	Rater 4	Rater 5	Avg	Current Yr Grant	Funding Recommendation
1 Easterseals Diagnostics Clinic	\$ 20,000	Disabled	65.0	67.0	48.0	70.0	45.0	59.0	NA	\$ -
2 Community SeniorServ-Home Delivery	\$ 15,000	Seniors	57.0	85.0	67.0	82.0	77.0	73.6	\$ 15,000	\$ 15,000
3 Community SeniorServ-Lunch Café	\$ 15,000	Seniors	48.0	82.0	64.0	83.0	88.0	73.0	\$ 15,000	\$ 15,000
4 Mercy House Bridge Shelter	\$ 25,000	Homeless	96.0	98.0	91.0	101.0	101.0	97.4	\$ 25,000	\$ 15,000
5 Families Forward	\$ 25,000	Homeless	76.0	88.0	76.0	91.0	76.0	81.4	\$ 35,000	\$ 25,000
6 Project Hope Alliance	\$ 30,000	Youth	85.0	93.0	91.0	96.0	96.0	92.2	\$ 20,000	\$ 30,000
7 Trellis International	\$ 30,000	Low/Mod	65.0	74.0	55.0	60.0	65.0	63.8	NA	\$ 15,000
8 Youth Employment Services	\$ 25,000	Youth	78.0	84.0	85.0	91.0	91.0	85.8	\$ 20,000	\$ 25,000
Total Requested: \$ 185,000									Total Recommended \$ 140,000.00	
Total Available: \$ 140,000									Total Available: \$ 140,000.00	
Amount Under/(Over) \$ (45,000)									Amount Under/(Over)	
9 Fair Housing Foundation	\$ 20,000	Low/Mod	68	76	54	61	76	83.75	\$ 20,000	\$ 20,000.00
10 Orange County Fair Housing Council	\$ 18,500	Low/Mod	71	70	54	76	76	86.75	NA	
Total Requested: \$ 38,500									Total Recommended \$ 20,000.00	
Total Available: \$ 20,000									Total Available: \$ 20,000.00	
Amount Under/(Over) \$ (18,500)									Amount Under/(Over)	

\* Fair Housing Required by HUD

**CDBG 3-Year Funding History**

ORGANIZATION NAME	2018-2019				2019-2020				2020-2021				2021-2022 (first six months of program)			
	Funded Amount	Actual Spent	Planned To Serve	Actual Served	Funded Amount	Actual Spent	Planned To Serve	Actual Served	Funded Amount	Actual Spent	Planned To Serve	Actual Served	Funded Amount	Actual Spent	Planned To Serve	Actual Served
<b>Senior Citizen Services</b>																
Community SeniorServe-Congregate Meals**	\$30,000	\$30,000	205	197	\$20,775	\$20,775	250	435	\$35,400	\$35,400	180	357	\$15,000	\$7,500	150	148
Community SeniorServe-Home Delivered Meals**													\$15,000	\$7,500	35	15
<b>Youth Services</b>																
Project Hope Alliance	NA	NA	NA	NA	NA	NA	NA	NA	\$162,382	CDBG-CV	CDBG-CV	CDBG-CV	\$20,000	\$10,000	25	10
Youth Employment Services	\$16,000	\$16,000	225	292	\$15,180	\$15,180	250	271	\$25,000	\$25,000	300	236	\$20,000	\$10,000	300	240
<b>Disabled Services</b>																
Easterseals	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
<b>Other Low-Income Services</b>																
Orange County Fair Housing Council	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Fair Housing Foundation *	\$19,000	\$19,000	250	178	\$15,000	\$15,000	250	220	\$20,000	\$20,000	192	173	\$20,000	\$12,395	186	89
<b>Homeless Services</b>																
CityNet Homeless Outreach									\$192,000	CDBG-CV	CDBG-CV	CDBG-CV	NA	NA	NA	NA
Families Forward Housing	\$19,025	\$19,025	26	31	\$14,385	\$14,385	26	28	\$35,000	\$35,000	26	31	\$35,000	\$10,088	17	7
Families Forward Homeless Prevention	NA	NA	NA	NA	NA	NA	NA	NA	\$55,000	CDBG-CV	CDBG-CV	CDBG-CV	NA	NA	NA	NA
Mercy House Homelessness Prevention ++	\$15,000	\$14,321	8	17	\$13,000	\$12,849	8	9	NA	NA	NA	NA	NA	NA	NA	NA
Mercy House Rapid Rehousing++	\$15,000	\$14,845	4	14	\$13,000	\$7,067	5	4	\$180,321	CDBG-CV	CDBG-CV	CDBG-CV	NA	NA	NA	NA
Mercy House - Bridge Shelter	NA	NA	NA	NA	NA	NA	NA	NA	\$25,000	\$25,000	230	115	\$25,000	\$15,036	166	144
Serving People In Need									\$207,000	CDBG-CV	CDBG-CV	CDBG-CV	NA	NA	NA	NA
Trellis International	NA	NA	NA	NA	NA	NA	NA	NA	\$90,382	CDBG-CV	CDBG-CV	CDBG-CV	NA	NA	NA	NA
<b>Health Services</b>																
MOMS Orange County	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	\$15,000	\$3,750	125	23

## **Executive Summary**

### **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

#### **1. Introduction**

The City of Costa Mesa is a recipient of federal Community Development Block Grant (CDBG) and Home Investment Partnerships Grant (HOME) funds; these funds are awarded to the City by the U.S. Department of Housing and Urban Development (HUD). As a recipient of CDBG and HOME funds, the City must prepare a five-year strategic plan known as the Consolidated Plan. The Consolidated Plan identifies and prioritizes housing and community needs and establishes five-year goals and objectives to address identified needs. The City's current Consolidated Plan was approved by the City Council on May 19, 2020 and covers Fiscal Year 2020-2021 through Fiscal Year 2024-2025.

The Annual action Plan is the component of the Consolidated Plan that is revised annually. It links the goals and objectives identified in the City's 2020-2024 Consolidated Plan and the planned annual expenditure of CDBG and HOME funds over twelve months. The period covered by the 2022-2023 Annual Action Plan begins July 1, 2022, and ends June 30, 2023. The City refers to this time frame as a Fiscal Year (FY).

HUD funding for FY 2022-2023 has yet to be announced, However, for planning purposes, the City anticipates it will receive an allocation of \$1,137,737 in CDBG funds and \$501,749 in HOME funds for FY 2022-2023 based on the allocation awarded for FY 2021-2022. Consistent with HUD guidelines, once HUD announces CDBG and HOME awards for FY 2022-2023, the City will adjust the funding to equal the final grant awards. Additionally, \$867,011 in prior year uncommitted CDBG funds and \$2,218,058 in prior year HOME funds (combined uncommitted and program income) are available for programming. Program income is generated by the repayment of prior funded housing rehabilitation loans and is available to fund eligible activities. The City will use CDBG resources to fund capital improvements (e.g., street improvements), code enforcement, social services, and program administration. HOME funds will be used to undertake owner-occupied housing rehabilitation, affordable rental housing and program administration.

#### **2. Summarize the objectives and outcomes identified in the Plan**

Based on an analysis of housing and community needs, market analysis, and input from the community, the following five-year goals and priorities asve been identified for implementation in the 2020-2024 Consolidated Plan:

- Goal 1: Housing Preservation - To provide decent and affordable housing through a variety of activities, including owner-occupied housing rehabilitation, code enforcement, and rental housing acquisition/rehabilitation
- Goal 2: Infrastructure and Facility Improvements - To enhance the suitability of the living environment through improvements to public infrastructures and facilities
- Goal 3: Homeless Continuum of Care - To provide supportive services and housing assistance for those experiencing homelessness and near homelessness
- Goal 4: Public Social Service - To provide services for low- and moderate-income persons, and those with special needs, including fair housing services
- Goal 5: Program Administration - To provide administration of the CDBG and HOME programs, ensuring effective and delivery of programs and services and complying with all HUD program requirements

Activities funded with CDBG and HOME funds will address the goals and objectives identified in the City's Consolidated Plan.

### **3. Evaluation of past performance**

FY 2021-2022 (the current fiscal year) is the second year of the City's 2020-2024 Consolidated Plan cycle; year-end program accomplishments are not available at this time; however, one-year accomplishment data for FY 2020-2021 is available. This information is provided in table format as **Attachment 1**.

### **4. Summary of Citizen Participation Process and consultation process**

For the preparation of the 2022-2023 Annual Action Plan, the following opportunities for public participation were taken:

- Ad-hoc Housing and Public Services Grant Committee public meeting to receive input regarding public service needs and to prioritize funding for FY 2022-2023 public service grants (March 23, 2022)
- Public Notice – 30-day comment period and public hearing
- Public Hearing – City Council Public Hearing to receive additional public input and to approve the FY 2022-2023 Annual Action Plan (May 3, 2022).

### **5. Summary of public comments**

See **Attachment 2**.

### **6. Summary of comments or views not accepted and the reasons for not accepting them**

See **Attachment 2**.



## **7. Summary**

The Action Plan serves to implement the Consolidated Plan objectives developed to address priority housing and community needs using federal resources (i.e., CDBG and HOME). The Annual Action Plan provides specific information regarding the resources and activities the City will utilize to address priority needs and specific objectives identified in the Consolidated Plan during 12 months. The 2022-2023 Action Plan begins July 1, 2022, and ends June 30, 2023. The Annual Plan will also serve as the City's application to HUD for \$1,137,737 in CDBG and \$501,749 in HOME funds for FY 2022-2023. Consistent with HUD guidelines, once HUD announces CDBG and HOME awards for FY 2022-2023, the City will adjust the funding to equal the final grant awards.

The Action Plan is also the expenditure plan for HUD grant funds, prior year grant funds, and anticipated program income resources.

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
CDBG Administrator		COSTA MESA	Housing & Community Dev/Development Services
HOME Administrator		COSTA MESA	Housing & Community Dev/Development Services

**Table 1 – Responsible Agencies**

### Narrative (optional)

The City's Housing and Community Development (HCD) Division of the Development Services Department is primarily responsible for preparing the Consolidated Plan, Annual Action Plan, and for the administration of CDBG and HOME funds.

### Consolidated Plan Public Contact Information

Mikelle Daily, Grant Administrator: 77 Fair Drive, Costa Mesa, CA 92628 (714) 754-5678 - mikelle.daily@costamesaca.gov

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(I)**

### **1. Introduction**

The Annual Action Plan preparation process requires jurisdictions to contact and consult with other public and private agencies and residents when developing respective plans. For the FY 2022-2023 Annual Action Plan, the City consulted with the public and private agencies listed below. Also listed below are the steps taken by the City to solicit the input of community residents.

#### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))**

The City of Costa Mesa does not own or manage public housing. Similarly, the City does not administer the Housing Choice Voucher or Section 8 Certificate rental assistance programs. The rental assistance voucher/certificate programs are administered in the City of Costa Mesa by the Orange County Housing Authority (OCHA). The City is a member of the OCHA Cities Advisory Committee, which provides OCHA staff with direct input regarding program policies.

The City's Network for Homeless Solutions (NHS) is a task force comprised of representatives of various City departments, nonprofit service agencies, and representatives of faith-based service providers. The main focus of the NHS is to find workable solutions to address the needs of the homeless, especially those with close ties to Costa Mesa. Additionally, the City works closely with other Orange County HUD-grantee communities to develop regional plans and share program management data.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Since 2014, the Network for Homeless Solutions (NHS) has directly addressed homeless issues in Costa Mesa. As outlined above, the NHS is a working group of City staff, representatives of service providers, and faith-based organizations. The NHS is focused on establishing direct links to services for the homeless, especially those with strong ties to Costa Mesa, facilitating access to services and housing options. The NHS also serves as a liaison to the business community and resident groups.

#### **Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City is not a recipient of Emergency Solutions Grant (ESG) funds; therefore, it does not assist the OC CoC with determining ESG allocations, evaluating the outcomes, or developing policies and procedures for administering the regional Homeless Management Information System (HMIS).

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Orange County Housing Authority
	<b>Agency/Group/Organization Type</b>	PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Provided data regarding households receiving HUD rental assistance and regarding households on the waitlist for housing assistance
2	<b>Agency/Group/Organization</b>	City of Costa Mesa
	<b>Agency/Group/Organization Type</b>	Housing Services-homeless Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Various City departments, commissions, and City Council provided a variety of data and information. Also played a key role in identifying priorities and the allocation of HUD funds
3	<b>Agency/Group/Organization</b>	211 Orange County
	<b>Agency/Group/Organization Type</b>	Services-homeless



	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Homeless Management Information System (HMIS)
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Provided data regarding regional homeless, housing/service gaps for homeless, and HMIS management
4	<b>Agency/Group/Organization</b>	Fair Housing Foundation
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Impediments to Fair Housing
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Provided data regarding fair housing issues in the community and input regarding impediments to fair housing, and assisted in developing action steps to address impediments to fair housing
5	<b>Agency/Group/Organization</b>	Mercy House Transitional Living Centers
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency assisted with the development of the City's homeless strategy and implementation of service/housing programs to assist those experiencing homelessness and those at risk of becoming homeless
6	<b>Agency/Group/Organization</b>	Families Forward
	<b>Agency/Group/Organization Type</b>	Services-homeless

	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency helped identify needs and assisted with the implementation of the City's homeless service/housing strategy with a focus on families with children experiencing homelessness
7	<b>Agency/Group/Organization</b>	Project Hope Alliance
	<b>Agency/Group/Organization Type</b>	Services-Children
	<b>What section of the Plan was addressed by Consultation?</b>	Youth Services
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency helped identify the needs of school-age children
8	<b>Agency/Group/Organization</b>	Youth Employment Services
	<b>Agency/Group/Organization Type</b>	Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development Youth Services
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency helped identify needs and provided input regarding the City's youth, specifically employment needs/opportunities for youth age 16 to 24
9	<b>Agency/Group/Organization</b>	Community SeniorServ, Inc.
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Anti-poverty Strategy

<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency helped identify needs and provided input regarding the City's special needs populations, specifically seniors and frail elderly
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### Identify any Agency Types not consulted and provide rationale for not consulting

The City made an effort to have an open consultation process. No agency/service type was knowingly excluded from the process.

### Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Orange County 211	Provides regional and local point in time homeless survey data, development of the regional 10-Year Plan to End Homelessness, and development of the regional Discharge Plan
City of Costa Mesa Housing Element	City of Costa Mesa	Provides housing priorities and program goals
City of Costa Mesa Capital Improvement Plan	City of Costa Mesa	Identifies priority capital improvement projects which may be CDBG-eligible
5-Yr. & 1-Yr. PHA Plan	Orange County Housing Authority	Identifies OCHA resources to address the housing needs of lower-income renter householders in the County and City
Analysis of Impediments to Fair Housing	Orange County HUD Grantee Cities and the County of Orange	Countywide document that identifies fair housing impediments within participating cities and outlines a plan to address fair housing issues

**Table 3 – Other local / regional / federal planning efforts**

### Narrative (optional)

## AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting

### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	Housing and Public Services Grant Committee - 9 committee members and 1 alternate, discussed priority public service needs (3/23/22)	10 individuals spoke in support of grant applications submitted for CDBG funding	None	NA
2	Newspaper Ad	Non-English Speaking - Specify other language: Spanish  Non-targeted/broad community	30-day public comment period (4/2/22-5/2/22)	See <b>Attachment 2</b>	NA	NA

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Non-targeted/broad community	5/3/22 Regular City Council Meeting	See <b>Attachment 2</b>	NA	NA

**Table 4 – Citizen Participation Outreach**



## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

HUD funding for FY 2022-2023 has yet to be announced, However, for planning purposes, the City anticipates it will receive an allocation of \$1,137,737 in CDBG funds and \$501,749 in HOME funds for FY 2022-2023 based on the allocation awarded for FY 2021-2022. Consistent with HUD guidelines, once HUD announces CDBG and HOME awards for FY 2022-2023, the City will adjust the funding to equal the final grant awards. Additionally, \$867,011 in prior year uncommitted CDBG funds and \$2,218,058 in prior year HOME uncommitted and program income funds are available for programming. The City's application for funds is in the federal Standard Form 424 (SF-424).

Fluctuations in CDBG and HOME funding make it difficult to estimate the amount available over the five years of the Consolidated Plan. With the loss of redevelopment funding, the only anticipated funds that may be available to implement the Consolidated Plan are the general fund and

Housing Authority (former redevelopment successor agency) for homeless services and housing voucher/certificate resources via OCHA.

### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,137,737	0	867,011	2,004,748	2,000,000	Annual CDBG allocation from HUD and prior year funds
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	501,749	1,454,658	763,400	2,719,807	1,000,000	Annual HOME allocation from HUD, prior year funds and prior year program income

**Table 5 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

For the foreseeable future, the City will continue to allocate General Fund and the local Housing Authority (as the City's Successor Agency) resources for homeless services. Additionally, the City has a partnership with Newport Beach to support the ongoing operations of the Bridge Shelter that was previously vacant warehouse in 2019. Primarily CDBG funding was used for the rehabilitation of the warehouse in 2019.

The City also has a small CalHome owner-occupied housing rehabilitation loan program. CalHome-funded rehab loans are leveraged with HOME funds, which provides a source of match for the City's HOME program. If available, the City will use CalHome to fund rehab loans during FY 2022-2023. The CDBG program does not have a match requirement.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Costa Mesa is considered a built-out community with little vacant land available for new development. The City has begun to recycle land to accommodate growth. The City's Housing Element identifies City-owned properties and considers various options for the sites. Development opportunities are identified in the Housing element and are mirrored in the 2020-2024 Consolidated Plan.

In 2019, the City utilized over \$6,000,000 in non-HUD funds to purchase a property that has been rehabilitated to provide 70 emergency shelter beds for adult men and women experiencing homelessness. The addition of these shelter beds help address priority needs identified in the City's Consolidated Plan.

**Discussion**

Funding resources to implement the City's 2022-2023 Annual Action Plan are limited. For FY 2022-2023, the City will receive \$1,137,737 in CDBG funding and \$501,749 in HOME funding. Prior year funds for CDBG and HOME are also available. HOME housing rehabilitation loan repayments have provided the City with additional funding; however, this source of revenue is susceptible to the fluctuations of the economy and is unpredictable.

The City will also continue to support OCHA's efforts to secure new rental assistance resources. For the foreseeable future the City will continue to support homeless service programs serving individuals with strong ties to Costa Mesa with local funds. City, State and funds from Newport Beach have been used to repurpose a commercial warehouse into a 1200-bed bridge shelter. Local and Newport Beach funds will be used to operate the shelter.





## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
<b>1</b>	Housing Preservation	2020	2024	Affordable Housing	Citywide	Housing Preservation	HOME: \$2,669,630  CDBG: \$377,498	Rental units rehabilitated: 1 Household Housing Unit Homeowner Housing Rehabilitated: 11 Household Affordable Rental Housing: 1 Housing Unit Housing Code Enforcement/Foreclosed Property Care: 200 Household Housing Unit
<b>2</b>	Infrastructure and Facility Improvements	2020	2024	Non-Housing Community Development	Citywide CDBG Eligible Areas	Public Facilities and Infrastructure	CDBG: \$1,229,703	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 11,000 Persons Assisted
<b>3</b>	Homeless Continuum of Care	2020	2024	Homeless	Citywide	Homeless Services and Housing	CDBG: \$40,000	Rental Assistance: 4 Household Homeless service activities as Public Services: 190 Persons Assisted
<b>4</b>	Public Social Services	2020	2024	Non-Homeless Special Needs	Citywide	Public Services	CDBG: \$130,000	Public service activities other than Low/Moderate Income Housing Benefit: 1100 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Program Administration	2020	2024	Program Administration	Citywide	Program Administration	CDBG: \$227,547 HOME: \$50,174	N/A

Table 6 – Goals Summary

## Goal Descriptions

1	Goal Name	Housing Preservation
	Goal Description	To provide decent and affordable housing through a variety of activities, including owner-occupied housing rehabilitation, code enforcement, and rental housing acquisition/rehabilitation
2	Goal Name	Infrastructure and Facility Improvements
	Goal Description	To enhance the suitability of the living environment through improvements to public infrastructures and facilities
3	Goal Name	Homeless Continuum of Care
	Goal Description	To provide supportive services and housing assistance for the homeless and near homeless
4	Goal Name	Public Social Services
	Goal Description	To provide services for low- and moderate-income persons and those with special needs, including fair housing services

5	<b>Goal Name</b>	Program Administration
	<b>Goal Description</b>	To provide administration of the CDBG and HOME programs, ensuring effective and efficient delivery of programs and services and complying with all HUD program requirements

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

FY 2022-2023 CDBG and HOME funding are allocated for the 16 activities listed below.

#### Projects

#	Project Name
1	Housing Rehabilitation
2	Home Administration
3	CHDO Housing
4	Housing Rehabilitation Administration
5	Special Housing Code Enforcement
6	City of Costa Mesa Senior Social Services
7	Community SeniorServ Meal Programs
8	Fair Housing
9	Families Forward
10	Project Hope Alliance
11	Mercy House Bridge Shelter
12	Youth Employment Services
13	Trellis International
14	Westside Street Improvements Project
15	Wilson Street Rehab Project (phase 2)
16	CDBG Administration

**Table 7 - Project Information**

#### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The City recognizes that special needs populations (i.e., seniors, disabled, and households with extremely low-income) are more likely at risk to become homeless because they have limited incomes and have other issues that require housing and supportive services; therefore, the City considers services for those already homeless is considered a high need to merit funding.

**AP-38 Project Summary**  
**Project Summary Information**

DRAFT



1	Project Name	Housing Rehabilitation
	Target Area	Citywide
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	HOME: \$275,000
	Description	HOME funds for owner-occupied housing rehabilitation loans and grants.
	Target Date	6/30/23
	Estimate the number and type of families that will benefit from the proposed activities	11 low- and moderate- income homeowners (1 loan and 10 grants)
	Location Description	Citywide
	Planned Activities	Housing rehabilitation loans and grants to address deferred property improvements and building code deficiencies
2	Project Name	Home Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Planning and Administration
	Funding	HOME: \$50,174
	Description	HOME funds for program oversight and coordination
	Target Date	6/30/23
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	77 Fair Drive, Costa Mesa, CA
	Planned Activities	HOME Program oversight and coordination
3	Project Name	CHDO Housing
	Target Area	Citywide
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	HOME: \$75,262
	Description	HOME-CHDO funds reserved for eligible housing project (to be determined)
	Target Date	6/30/23
	Estimate the number and type of families that will benefit from the proposed activities	1 housing unit – Goal entered for data input purposes only
	Location Description	TBD
	Planned Activities	TBD
4	Project Name	Housing Rehabilitation Administration
	Target Area	Citywide
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation

	Funding	CDBG: \$41,688
	Description	CDBG funds staff costs associated with the direct delivery of owner-occupied housing rehabilitation loans and grants
	Target Date	6/30/23
	Estimate the number and type of families that will benefit from the proposed activities	N/A – The number of households to be assisted is accounted for under the HOME program – this activity is to pay for a portion of the administrative expenses associated with the HOME-funded Housing Rehabilitation Program
	Location Description	Citywide
	Planned Activities	Staff costs associated with the delivery of housing rehabilitation loans and grants
5	Project Name	Special Housing Code Enforcement
	Target Area	CDBG Eligible Areas
	Goals Supported	Housing Preservation
	Needs Addressed	Housing Preservation
	Funding	CDBG: \$335,810
	Description	Enforcement of housing and building codes
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	200 housing units
	Location Description	77 Fair Drive, Costa Mesa, CA – City Hall
	Planned Activities	Inspection and enforcement of housing and building codes
6	Project Name	City of Costa Mesa Senior Social Services
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$30,000
	Description	Counseling and case management for seniors
	Target Date	6/30/23
	Estimate the number and type of families that will benefit from the proposed activities	250 Seniors
	Location Description	Program available citywide but based out of the Costa Mesa Senior Center located at 695 W. 19 <sup>th</sup> Street, Costa Mesa, CA
	Planned Activities	Counseling and case management for seniors
7	Project Name	Community SeniorServ Meal Programs
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	\$30,000
	Description	Funding for congregate meals and Costa Mesa senior Center and home-delivered meals
	Target Date	6/30/23

	Estimate the number and type of families that will benefit from the proposed activities	185 Seniors
	Location Description	695 W. 19 <sup>th</sup> Street, Costa Mesa, CA (Costa Mesa Senior Center) and Citywide
	Planned Activities	Weekday senior lunch Costa Mesa Senior Center or grab-n-go program and home delivered meals for homebound seniors
8	<b>Project Name</b>	<b>Fair Housing</b>
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000
	Description	Fair housing outreach, education and enforcement services
	Target Date	6/30/23
	Estimate the number and type of families that will benefit from the proposed activities	186 individuals
	Location Description	Citywide
	Planned Activities	Community outreach, education, and enforcement of fair housing laws
9	<b>Project Name</b>	<b>Families Forward</b>
	Target Area	Citywide
	Goals Supported	Homeless Continuum of Care
	Needs Addressed	Homeless Services and Housing
	Funding	CDBG: \$25,000
	Description	Rapid rehousing and support services for families with minor-aged children that are experiencing financial instability or homelessness
	Target Date	6/30/23
	Estimate the number and type of families that will benefit from the proposed activities	26 individuals
	Location Description	Citywide
	Planned Activities	Funds to support families with minor-aged children to transition from crisis to financial stability and self-sufficiency. Services include housing, counseling, career coaching, life-skills education, access to our food pantry, and assistance with childcare
10	<b>Project Name</b>	<b>Project Hope Alliance</b>
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$30,000
	Description	Case management for students (K to 12) experiencing homelessness

	Target Date	6/30/23
	Estimate the number and type of families that will benefit from the proposed activities	200 youth
	Location Description	Citywide
	Planned Activities	One-on-one case management, mentoring, tutoring, college and FAFSA application assistance, job search assistance, and basic needs support (food, clothing and hygiene kits) for students from Kindergarten to age 24
11	Project Name	Mercy House Bridge Shelter
	Target Area	Citywide
	Goals Supported	Homeless Continuum of Care
	Needs Addressed	Homeless Services and Housing
	Funding	CDBG: \$15,000
	Description	Mercy House operates the Costa Mesa Bridge Shelter, which provides shelter, supportive services, and housing navigation services to homeless men and women living on the streets of Costa Mesa
	Target Date	6/30/23
	Estimate the number and type of families that will benefit from the proposed activities	166 homeless individuals
	Location Description	3175 Airway Ave., Costa Mesa, CA
	Planned Activities	Funds will be used to cover a portion of shelter operations
12	Project Name	Youth Employment Services
	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$25,000
	Description	Comprehensive employment training and support for low-income Costa Mesa youth – the Comprehensive Youth Job Readiness Program helps youth find and keep a job by providing job readiness training, employment search, and ongoing support services
	Target Date	6/30/23
	Estimate the number and type of families that will benefit from the proposed activities	300 youth
	Location Description	Citywide
	Planned Activities	CDBG grants funds will be used to support the salaries of the Youth Job Readiness Program staff, which implement all components of the program and work directly with youth to help prepare them for successful employment
13	Project Name	Trellis International

	Target Area	Citywide
	Goals Supported	Public Social Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000
	Description	
	Target Date	6/30/23
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Citywide
	Planned Activities	
14	Project Name	Westside Street Improvements Project
	Target Area	CDBG Target Area
	Goals Supported	Infrastructure and facility Improvements
	Needs Addressed	Public Facilities and Infrastructure
	Funding	\$600,000
	Description	Street pavement rehabilitation
	Target Date	6/30/23
	Estimate the number and type of families that will benefit from the proposed activities	5,000 individuals
	Location Description	Census Tract: 638.03 Block Groups: 3 & 4
15	Planned Activities	Rehabilitation of street pavement includes repairing existing sidewalks, wheelchair ramps, driveways, and curb gutter to meet City and ADA standards; reconstruction of failed pavement; grind and overlay pavement with rubberized asphalt; and upgraded striping that includes bike lanes
	Project Name	Wilson Street Improvements Project (Phase 2)
	Target Area	CDBG Target Area
	Goals Supported	Infrastructure and facility Improvements
	Needs Addressed	Public Facilities and Infrastructure
	Funding	\$600,000
	Description	Street pavement rehabilitation
	Target Date	6/30/23
	Estimate the number and type of families that will benefit from the proposed activities	Per HUD data, 6,155 individuals live in project area Block Groups – 4,050 are reported as low- income (65.8% low-moderate service area)
	Location Description	Census Tract: 639.05 Block Groups: 2 & 3 Census Tract: 639.06 Block Groups: 1 & 2



	Planned Activities	Rehabilitation of street pavement includes repairing existing sidewalks, wheelchair ramps, driveways, and curb gutter to meet City and ADA standards; reconstruction of failed pavement; grind and overlay pavement with rubberized asphalt; and upgraded striping that includes bike lanes
16	Project Name	CDBG Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$207,547
	Description	CDBG Program oversight
	Target Date	6/30/23
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	77 Fair Drive, Costa Mesa, CA
	Planned Activities	Program oversight and coordination

## **AP-50 Geographic Distribution – 91.220(f)**

### **Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Activities slated for CDBG-funding during FY 2022-2023 will be available on a citywide basis to income-eligible individuals (i.e., limited clientele) and in areas of the City with high percentages of lower-income residents. A map of the City's CDBG Eligible Areas provides a view of the areas where CDBG resources can be focused via "area-wide" activities (see **Attachment 3**). Table 10 indicates the majority of the City's CDBG funds will be focused on a citywide basis. All HOME funds will be available on a citywide basis (not included in Table 10).

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
Citywide	68
CDBG Eligible Areas	32

**Table 8 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

HUD funding will primarily be allocated on a citywide basis as the City's primary intent is to serve eligible Costa Mesa households in need of housing and services regardless of where they live. As the City's CDBG-eligible areas tend to be older sections of the City, area-wide activities will help to improve and sustain these neighborhoods and encourage property owners to also invest in their properties.

### **Discussion**

As indicated above, CDBG and HOME funds will be focused on programs that serve eligible residents regardless of where they live. It is also expected that the City's investment in neighborhoods will create a synergy whereby other property owners will also invest in their homes and community.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

During FY 2022-2023, proposed activities to be funded with CDBG and HOME funds will meet the housing needs of the following households.

One Year Goals for the Number of Households to be Supported	
Homeless	4
Non-Homeless	11
Special-Needs	0
Total	15

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	4
The Production of New Units	0
Rehab of Existing Units	11
Acquisition of Existing Units	0
Total	15

Table 10 - One Year Goals for Affordable Housing by Support Type

#### Discussion

The City will focus FY 2022-2023 HOME funds on the rehabilitation of existing owner-occupied housing units and affordable housing. While not the program's primary focus, some special-needs households (seniors and disabled) may be assisted during the year via the City's Housing Rehabilitation Program.

In an effort to preserve and increase affordable housing opportunities for lower income households, the City will be soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors by issuing a Request for Proposal (RFP) for the development of permanent affordable rental housing in the City using HOME Program funds. The RFP will include program income and prior year uncommitted HOME program funds.

FY 2022-2023 HOME CHDO funds are included in the Annual Action Plan; however, no specific project has been identified at this time. It is anticipated that OCHA will continue to provide rental assistance to approximately 570 Costa Mesa renter households.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Costa Mesa does not own or manage public housing.

### **Actions planned during the next year to address the needs to public housing**

Not applicable.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Not applicable.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not applicable.

### **Discussion**

Not applicable.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

As outlined in the 2020-2024 Consolidated Plan, the City's homeless strategy is to support programs that prevent homelessness by providing safety net services. These programs will help households, especially extremely low-income households, maximize the amount of income they have available for housing. Additionally, both HUD and City resources will be allocated to provide access to a continuum of services and housing to assist those already homeless and with strong ties to the community.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Approximately \$1,000,000 in General Fund and Housing Authority (former Redevelopment Agency) resources will be allocated to provide direct outreach services for chronic and situational homeless. Services include engagement, assessment and linkages to appropriate services and housing. City-paid social workers and community volunteers will provide services. No FY 2022-2023 CDBG funds will be allocated to provide similar outreach services.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

There is a shortage of year-round emergency shelter beds in the County. In March, 2019 the City Council authorized the purchase of a property to create a 70-bed emergency shelter for single, adult men and women experiencing homelessness. Non-HUD resources were utilized for this purchase. The City has utilized CDBG funds to repurpose a warehouse into a shelter facility. Improvements include construction of dormitories, shower/bath facilities, food service, and dining areas, storage, and office space.

FY 2022-2023 CDBG funding is allocated to support operations at the City's bridge shelter; no FY 2022-2023 CDBG funding is allocated for transitional housing.

#### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

FY 2022-2023 CDBG funding is allocated for rapid rehousing. This "housing first" program model places a household experiencing homelessness directly into an affordable housing unit and provides appropriate



supporting service to establish housing stability. For FY 22-23, \$25,000 in CDBG funding will be allocated to Families Forward to rehouse 24 individuals rapidly.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City's homeless strategy is based on the proposition that it is less expensive and disruptive for a household to remain housed in their existing home than to be rehoused. To this end, the City will focus its resources on agencies that provide various safety-net services to prevent households from becoming homeless. The City will support programs that provide low-cost meals, counseling, and employment/job skills development services for lower-income individuals. Safety-net services allow households to save a portion of income previously spent on food, clothes, etc. and preserve their housing.

## **Discussion**

The City has a well-developed strategy to address homelessness in the community. This strategy includes outreach and assessment services for homeless and chronic homeless individuals. Program staff will attempt to link individuals to appropriate housing, support services, and public assistance programs (e.g., VA benefits, SSI). To undertake this effort, the City partners with local nonprofit service providers and community-based volunteers. Based on assessments, individuals or households are referred to appropriate housing/service providers. City staff will coordinate the delivery of services and housing with providers to reduce the number of homeless individuals in the community. Both HUD and City funds will be used to carry out these activities, including emergency shelter and rapid rehousing.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

A strategy to address barriers to affordable housing and actions to overcome these barriers is provided in the City's Housing Element and Consolidated Plan. The City will continue efforts to address these barriers during the 2022-2023 Program Year.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

According to the City's Housing Element, governmental agencies' actions or policies can impact the private sector's ability to provide adequate housing to meet consumer demands. Local governments exercise regulatory and approval powers that directly impact residential development within their respective jurisdiction. These powers establish the location, intensity, and type of units that may or may not be developed. The City's General Plan, zoning regulations, project review and approval procedures, development, and processing fees all play important roles in determining the cost and availability of housing opportunities in Costa Mesa.

- General Plan and Zoning: The Costa Mesa General Plan and Zoning Ordinance establish the location and amount of land allocated to residential development and the intensity of development (in terms of unit densities and the total number of units) that will be permitted. Densities and other development standards can drive the cost of developing housing and thus the ultimate cost.
- Local Entitlement Processing and Fees: Two aspects of local government that have been criticized as placing undue burdens on building affordable housing are the fees or other exactions required of developers to obtain project approval and the time delays caused by the review and approval process. Critics contend that lengthy review periods increase financial and carrying costs and that fees and exactions increase expenses. These costs are typically passed onto the prospective homebuyer in the form of higher purchase prices or higher rents in the case of tenants.
- Processing Procedures: The time required to process a project varies tremendously from one project to another and is directly related to the size and complexity of the proposal and the number of actions or approvals needed to complete the process.
- Planning and Development Fees: The developer is required to pay certain fees for only the net increase of residential units on site. Fees, land dedications, or improvements are also required in public improvements (streets, sewers, and storm drains) to support the new development. Fees are based on the significance of the necessary public works improvements, thus vary from project to project. While such costs are charged to the developer, most, if not all, additional costs are passed to the ultimate product consumer in the form of higher prices or rents. Various

governmental agencies also charge fees depending on the service and the location of the project

- On/Off-Site Improvement Standards: Costs associated with site improvements are an important component of new residential development costs. Site improvement costs are applied to provide sanitary sewer and water service to a project, make necessary transportation improvements, and provide the infrastructure. The City may require the payment for various offsite improvements as part of project mitigation measures (e.g., payment toward an offsite traffic signal). The City's on- and off-site improvement requirements are typical for urban development in a highly developed community. While these improvements add to housing costs, they do not constrain housing development as these improvements are similarly required in all surrounding communities.

If available, subsidies may also be provided for qualified, affordable housing projects (e.g., HOME funds). There is no local tax.

**Discussion:**

The City's Housing Element outlines the City's plan to address barriers to affordable housing. The Consolidated Plan mirrors the Housing Element, which provides incentives to developers willing to dedicate developed units for lower-income households.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

As outlined in the City's Consolidated Plan, the City will implement the following actions during FY 2022-2023 to address the "Other Actions" or sub-strategies identified in the Consolidated Plan.

### **Actions planned to address obstacles to meeting underserved needs**

The City will allocate a portion of its CDBG and HOME funds for activities that address the housing and service needs of the elderly and lower-income households. Additionally, the City will encourage and support OCHA's efforts to obtain additional rental assistance funding, especially for senior and low-income households. OCHA reports that as of January 2022, 392 Costa Mesa households received rental housing assistance. (This total includes disabled households, elderly households, and families, among these populations are 11 homeless and 24 Veterans households). The City's housing rehabilitation program will also assist elderly homeowners in improving their residences to address specific household needs.

### **Actions planned to foster and maintain affordable housing**

The City of Costa Mesa has identified the actions it will undertake during FY 2022-2023 to foster and maintain affordable housing. The Annual Action Plan identified programs such as Owner-Occupied Housing Rehabilitation assistance as the means to maintain and improve housing currently available to low- and moderate-income residents. By providing deferred payment loans and grants, lower-income households can rehabilitation their residence to meet basic housing quality standards and incur zero or minimal additional housing costs. An estimated 11 housing units will be assisted with HOME funds during FY 2022-2023 additionally, the City has allocated HOME CHDO funds to accommodate a potential housing project.

### **Actions planned to reduce lead-based paint hazards**

Based on past housing rehabilitation program statistics, only a small percentage of housing units rehabilitated with City resources contain lead-paint hazards. To ensure compliance with all current HUD lead-based paint regulations, all housing units constructed before 1978, which are rehabbed with City resources, will be tested for lead-paint hazards. If needed, additional grant funds may be allocated to a project to ensure all lead-based hazards are mitigated.

### **Actions planned to reduce the number of poverty-level families**

The City will assist programs and services that combat poverty. During FY 2022-2023, the City will fund

the following activities to support the implementation of this strategy:

- Implement housing programs (including housing rehabilitation assistance) for lower-income senior and disabled homeowners
- Support rental assistance programs provided by the OCHA for very low-income renters
- Support services for individuals presently housed but at risk of losing their residence. Also, assist those already homeless in need of shelter and continue coordinating services with nonprofit partners
- Support safety-net public services programs to improve the quality of life for seniors, youth, disabled, homeless, and other populations that may be severely impacted by the cost of living in the region

### **Actions planned to develop institutional structure**

The City has made an effort to establish an institutional structure to help identify and access resources to improve the community. For example, the City will continue to work with nonprofit entities to deliver public services. As a member of the Orange County Continuum of Care Community Forum, The City will provide critical information to the County of Orange to prepare the County's Continuum of Care Homeless Assistance grant application to HUD. Costa Mesa will also continue to fund activities that help address gaps and needs in the regional system of care. Finally, the City will continue to assist the Orange County Housing Authority in implementing its Five-year PHA plan.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City of Costa Mesa does not operate public housing. The Orange County Housing Authority provides rental assistance in the community. Federal legislation requires that the Housing Authority prepare a five-year and a one-year plan that highlights its mission, goals and objectives related to public and assisted housing programs. The City will review the Authority's plans and provide OCHA the opportunity to review and consult with the City regarding its Consolidated Plan/Annual Action Plan. The goal of this cross-consultation is to provide consistent and coordinated housing services for City residents. Ongoing consultation with local nonprofits also assists the City in coordinating the efficient and effective use of limited federal resources.

### **Discussion:**

HUD-funded grant recipients are required under various laws not to discriminate in housing or services directly or indirectly based on race, color, religion, sex, national origin, age, familial status or disability. Grant recipients such as Costa Mesa are required to: (1) examine and attempt to alleviate housing discrimination within their jurisdiction; (2) promote fair housing choices for all persons; (3) provide opportunities for all persons to reside in any given housing development, regardless of race, color,



religion, sex, disability, familial status, national origin, and other personal or familial attributes; (4) promote housing that is accessible to and usable by persons with disabilities; (5) and comply with the non-discrimination requirements of the Fair Housing Act. HUD encourages jurisdictions to consult with one another and initiate region-wide fair housing planning. The **Analysis of Impediments (AI) to Fair Housing Choice** is the primary document utilized for this purpose. In addition to identifying impediments, a strategy to overcome barriers must be developed and implemented - accomplishments are reported annually. The City participated in developing a county-wide AI, which the City Council adopted in May 2020. A summary of impediments to fair housing and the action steps the City will take during FY 2022-2023 are found in **Attachment 4**.

DRAFT

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

Each HUD program that is covered by the Consolidated Plan regulations must address certain program-specific requirements. Below are the program requirements for the CDBG and HOME programs.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

#### HOME Investment Partnership Program (HOME)

##### Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

as follows:

*The City is not proposing to utilize HOME funds in a form that is not delineated in Section 92.205.*

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

*The City has not and does not plan to utilize HOME funds for homebuyer assistance; however, if funds are redirected to such a program, steps will be taken to ensure program guidelines comply with the applicable resale and recapture regulations.*

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

*If a CHDO project comes to fruition, the applicable loan agreement(s) will be prepared to comply with the resale/recapture requirements delineated in 24 CFR 92.254.*

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

*If a CHDO project comes to fruition, program staff will ensure that all applicable program policies are followed, including establishing refinancing guidelines.*

## **Discussion**

The City will meet the CDBG Program's overall 70% benefit for low- and moderate-income requirement over three program years: **2020-2021**, **2021-2022**, and **2022-2023**.

With respect to HOME affordable homeownership limits for the area (i.e., 95 percent of the median area purchase price as set forth in 24 CFR 92.254(a)(2)(iii)), the City will utilize HUD's HOME affordable homeownership limits for its HOME-funded mobile home rehabilitation program. For single-family, owner-occupied housing rehabilitation, the City conducted a survey in order to establish a maximum property value that is reflective of the local market median home purchase prices, which exceed HUD's published limit. This information is provided as **Attachment 5**.

ATTACHMENT 4

Five-Year and One-Year Summary of Accomplishments

Grantee Name: City of Costa Mesa

Decent Housing						
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
<b>Owner Occupied Housing Rehabilitation</b> Loans and Grants to assist homeowners improve primary residence to correct code violations, address deferred property improvements and improve neighborhood aesthetics	HOME	2020	Housing Units	10	5	50.00%
		5-Yr Con Plan Goal		50	5	10.00%
<b>Rental Housing Acquisition/Rehabilitation</b> to expand and/or improve the number of rental housing units for lower income renter households	HOME	2020	Housing Units	1	0	0.00%
		5-Yr Con Plan Goal		5	0	0.00%
<b>Rental Housing New Construction</b> to expand the number of rental housing units for lower income renter households	HOME	2020	Housing Units	0	0	0.0%
		5-Yr Con Plan Goal		0	0	0.00%
<b>Special Code Enforcement</b> activity to inspect and enforce housing and building codes for residential properties located in the City's CDBG-eligible areas	CDBG	2020	Housing Units	250	233	93.20%
		5-Yr Con Plan Goal		1,250	233	18.64%
Suitable Living Environment						
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
<b>Services</b> will help <b>seniors and the frail elderly</b> maintain their independent living situation or ensure they are provided services that improve quality of life	CDBG	2020	Individuals	430	580	134.88%
		5-Yr Con Plan Goal		2,500	580	23.20%
<b>Services</b> to assist lower income families with children by providing access to <b>youth</b> programs and services at reduced or no cost.	CDBG	2020	Individuals	350	236	67.43%
		5-Yr Con Plan Goal		1,250	236	18.88%
<b>Services</b> that assist <b>low and moderate-income</b> households and individuals with safety net services such as access to medical, food, case management, and employment services. Supported agencies should provide households with access to programs and services at reduced or no cost - including fair housing services	CDBG	2020	Individuals	192	173	90.10%
		5-Yr Con Plan Goal		750	173	23.07%
Improvements to <b>public infrastructure</b> that address a community priority including but not limited to repairs, replacement and/or upgrades (including ADA compliance) to streets, alleys, sidewalks, flood/storm water drains, and other public improvements	CDBG	2020	Individuals <sup>A</sup>	1,500	0	0.00%
		5-Yr Con Plan Goal		7,500	0	0.00%
Improvements to <b>public facilities</b> that address a community priority including but not limited to repairs, replacement and/or upgrades (including ADA compliance) to neighborhood parks, centers and other public facilities	CDBG	2020	Individuals <sup>C</sup>	500	0	0.00%
		5-Yr Con Plan Goal		2,500	0	0.00%
Economic Opportunity						
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
No 5-year goals for CDBG-funded Economic Opportunity were established in the Consolidated Plan; however, CDBG funds have been allocated for public service programs that expanded economic opportunities for low-income youths and disabled adults (i.e., Youth Employment Services)	NA	2020	Individuals *	350	236	67.43%
		5-Yr Con Plan Goal		NA	NA	NA
Continuum of Care						
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
Financial assistance to <b>prevent homelessness</b> such as a short-term financial subsidy to prevent eviction and/or utility termination, and for the provision of provide support services	CDBG	2020	Individuals	30	0	0.00%
		5-Yr Con Plan Goal		150	0	0.00%
Short-term <b>emergency shelter</b> and support services (up to 3 months) for individuals that are in immediate need of shelter and services	CDBG	2020	Individuals	230	115	0.00%
		5-Yr Con Plan Goal		250	115	46.00%
<b>Rapid Rehousing</b> and case management services to stabilize homeless households in permanent housing (may encompass TBRA is a low priority)	CDBG	2020	Individuals	26	31	119.23%
		5-Yr Con Plan Goal		100	31	31.00%
Other (O-1)						
Objective	Source of Funds	Year	Performance Indicators	Expected Number	Actual Number	Percent Completed
CDBG program oversight, coordination and <b>administration</b>	CDBG	2020	Year of Admin	1	1	100.00%
		5-Yr Con Plan Goal		5	1	20.00%

\* Accomplishments also reported separately as Youth accomplishments.

**SUMMARY OF PUBLIC COMMENTS**

**March 23, 2022 Housing & Public Service grant Committee**

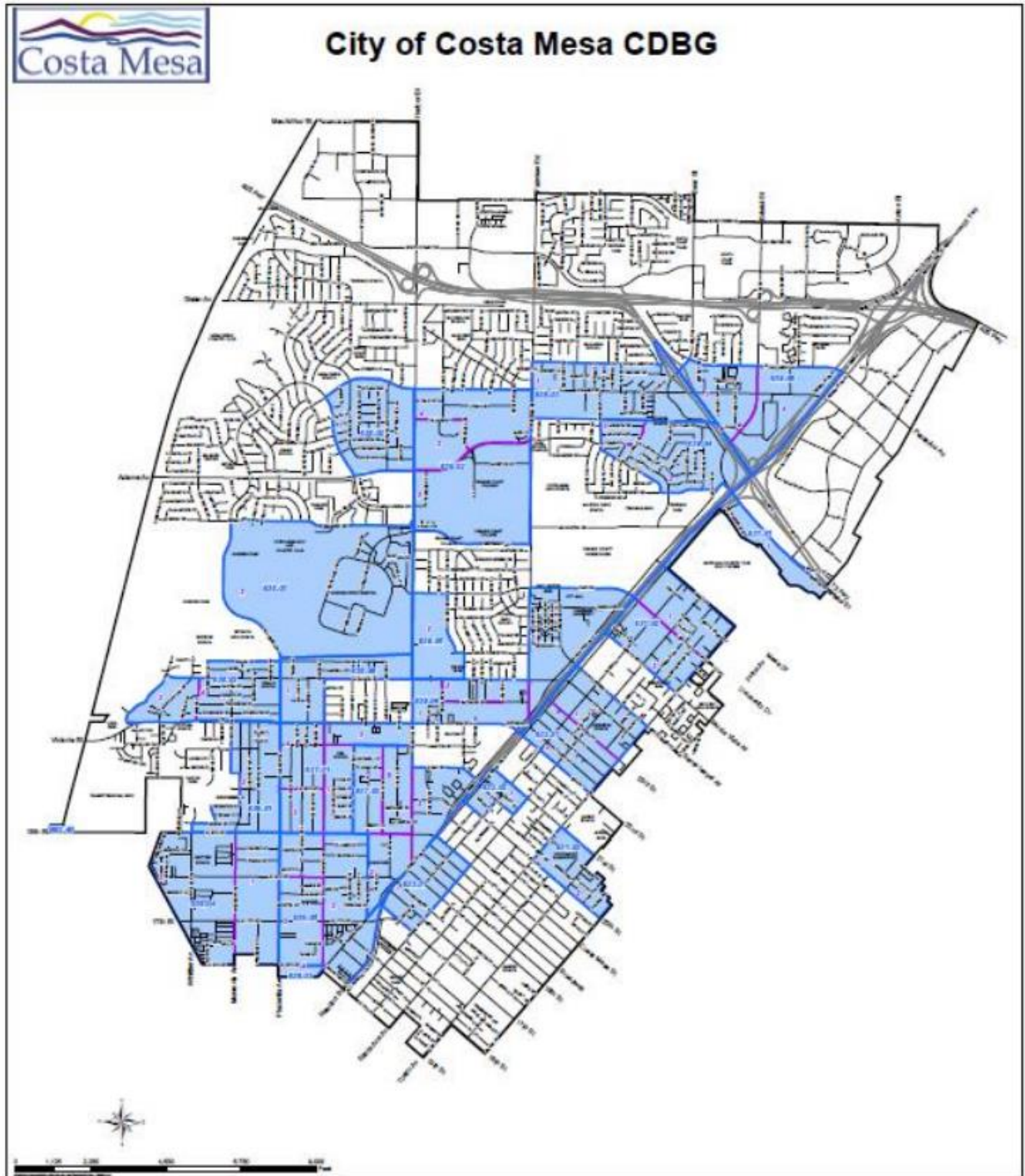
The H&PSG Committee held a virtual meeting to obtain additional public comments regarding CDBG public service grants, and to develop funding recommendations. No written comments were received.

**30—Day Public Comment Period**

TBD

**May 3, 2022 Public Hearing**

TBD





## ORANGE COUNTY ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

August 6, 2020

**REGIONAL PROPOSED AI GOALS AND STRATEGIES**

To address the contributing factors described above, the AI plan proposes the following goals and actions:

Regional Goals and Strategies”

*Goal 1: Increase the supply of affordable housing in high opportunity areas.<sup>1</sup>*

Strategies:

1. Explore the creation of a new countywide source of affordable housing.
2. Using best practices from other jurisdictions, explore policies and programs that increase the supply of affordable housing, such as linkage fees, housing bonds, inclusionary housing, public land set-aside, community land trusts, transit-oriented development, and expedited permitting and review.
3. Explore providing low-interest loans to single-family homeowners and grants to homeowners with household incomes of up to 80% of the Area Median Income to develop accessory dwelling units with affordability restriction on their property.
4. Review existing zoning policies and explore zoning changes to facilitate the development of affordable housing.
5. Align zoning codes to conform to recent California affordable housing legislation.

*Goal 2: Prevent displacement of low- and moderate-income residents with protected characteristics, including Hispanic residents, Vietnamese residents, other seniors, and people with disabilities.*

Strategies:

1. Explore piloting a Right to Counsel Program to ensure legal representation for tenants in landlord-tenant proceedings, including those involving the application of new laws like A.B. 1482.

*Goal 3: Increase community integration for persons with disabilities.*

Strategies:

1. Conduct targeted outreach and provide tenant application assistance and support to persons with disabilities, including individuals transitioning from institutional settings and individuals who are at risk of institutionalization. As part of that assistance, maintain a database of housing that is accessible to persons with disabilities.
2. Consider adopting the accessibility standards adopted by the City of Los Angeles, which require at least 15 percent of all new units in city-supported Low-Income Housing Tax Credit (LIHTC) projects to be ADA-accessible with at least 4 percent of total units to be accessible for persons with hearing and/or vision disabilities.

<sup>1</sup>The term “high opportunity areas” generally means locations where there are economic and social factors and amenities that provide a positive impact on a person’s life outcome. This is described in more detail in Section iii, Disparities in Access to Opportunity.

*Goal 4: Ensure equal access to housing for persons with protected characteristics, who are disproportionately likely to be lower-income and to experience homelessness.*

**Strategies:**

1. Reduce barriers to accessing rental housing by exploring eliminating application fees for voucher holders and encouraging landlords to follow HUD's guidance on the use of criminal backgrounds in screening tenants.
2. Consider incorporating a fair housing equity analysis into the review of significant rezoning proposals and specific plans.

*Goal 5: Expand access to opportunity for protected classes.*

**Strategies:**

1. Explore the voluntary adoption of Small Area Fair Market Rents or exception payment standards in order to increase access to higher opportunity areas for Housing Choice Voucher holders.
2. Continue implementing a mobility counseling program that informs Housing Choice Voucher holders about their residential options in higher opportunity areas and provides holistic supports to voucher holders seeking to move to higher opportunity areas.
3. Study and make recommendations to improve and expand Orange County's public transportation to ensure that members of protected classes can access jobs in employment centers in Anaheim, Santa Ana, and Irvine.
4. Increase support for fair housing enforcement, education, and outreach.

**CITY OF COSTA MESA PROPOSED AI GOALS AND STRATEGIES**

1. In collaboration with the Orange County Housing Authority (OCHA):
  - a. Attend quarterly OCHA Housing Advisory Committee to enhance the exchange of information regarding the availability, procedures, and policies related to the Housing Assistance Voucher program and regional housing issues.
  - b. Support OCHA's affirmative fair marketing plan and de-concentration policies by providing five-year and annual PHA plan certifications.
  - c. In coordination with OCHA and fair housing services provider, conduct landlord education campaign to educate property owners about State law prohibiting discrimination based on household income.
2. Through the City's fair housing contractor:
  - a. Provide fair housing education and information to apartment managers and homeowner associations on why denial of reasonable modifications/accommodations is unlawful.
  - b. Conduct multi-faceted fair housing outreach to tenants, landlords, property owners, realtors, and property management companies. Methods of outreach may include workshops, informational booths, presentations to community groups, and distribution of multi-lingual fair housing literature.



## CITY OF COSTA MESA

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

DEVELOPMENT SERVICES DEPARTMENT

May 3, 2022

Mr. Rufus Washington, Director  
 HUD Los Angeles Field Office  
 U.S. Dept. of Housing & Urban Development  
 Office of Community Planning and Development  
 300 N. Los Angeles Street, Suite #4054  
 Los Angeles, CA 90012

SUBJECT: HOME Investment Partnership (HOME) Program Request to Increase Median Area Purchase Price Limit

Dear Mr. Washington:

The City of Costa Mesa is submitting a request to increase Median Area Purchase Price Limit as part of its 2022-2023 Action Plan. In lieu, of the limit provided by the U.S. Department of Housing & Urban Development (HUD) for FY 2022, the City is requesting permission to use an increased limit of \$1,026,000.

The City conducted its local market survey using data supplied by **Orange Coast Title Company**; based on information from the database of the Orange County Recorder and Assessors offices. We have found this source to be accurate and reliable. The following are the steps used in the survey methodology:

1. Sales data on all single-family home sales, 1 July 2020 through June 30, 2021 in the City of Costa Mesa compiled in ascending order of sales price. Data included the address of the listed properties, sales value, parcel number and date of sale.
2. Pursuant to 92.254(2)(iii), the length of the reporting period is dependent upon the volume of existing home sales in the City. If sales were 250 or less per month in the most recent 12 months (July 2020 to June 2021), then a minimum of a 3-month survey is used. Based on the attached report, the median home price was \$1,080,000 and 95% of this property value is \$1,026,000.
3. Methodology for Costa Mesa adjusted home limit increase request:  
 Median Sales Price for 285 sales:  $\frac{N+1}{2} = \$1,080,000$   
 Single Family Unit:  $\$1,080,000 (95\%) = \$1,026,000$

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If you have any questions, please contact Mikelle Daily of the Housing and Community Development Office at 714-754-5678 or [mikelle.daily@costamesaca.gov](mailto:mikelle.daily@costamesaca.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Jennifer Le".

JENNIFER LE  
Director of Economic and Development Services  
Attachment: Survey

	Sales Price	Full Site Address		Sale Date	Parcel Number	Description	Bed rooms	Year Built
1	\$118,500.00	212	Del Mar Ave	3/12/2021	439-211-03	Single Family Res.	4	1998
2	\$423,500.00	1668	New Hampshire Dr	5/7/2021	139-611-56	Single Family Res.	3	1971
3	\$510,000.00	2150	San Michel Dr, Unit C	6/22/2021	422-183-28	Single Family Res.	2	1984
4	\$570,000.00	2337	Minuteman Way	3/30/2021	419-163-80	Single Family Res.	1	1967
5	\$575,000.00	2400	Elden Ave, #23	4/12/2021	439-292-23	Single Family Res.	1	1964
6	\$615,000.00	132	Lexington Ln	3/15/2021	419-163-71	Single Family Res.	3	1964
7	\$615,000.00	192	Brookline Ln	3/16/2021	419-164-71	Single Family Res.	3	1965
8	\$615,000.00	115	Yorktown Ln	3/25/2021	419-162-44	Single Family Res.	3	1964
9	\$637,500.00	190	Yorktown Ln	5/26/2021	419-165-47	Single Family Res.	3	1965
10	\$650,000.00	843	Santiago Rd	4/15/2021	141-542-02	Single Family Res.	5	1962
11	\$650,000.00	2884	El Rio Cir	6/25/2021	141-562-13	Single Family Res.	3	1964
12	\$662,000.00	902	Lombard Ct	5/18/2021	418-082-31	Single Family Res.	2	1979
13	\$672,500.00	2408	Minuteman Way	4/8/2021	419-162-25	Single Family Res.	4	1965
14	\$675,000.00	2160	College Ave, Unit A	5/26/2021	419-043-07	Single Family Res.	2	1992
15	\$680,000.00	2164	Canyon Dr, Unit H	3/19/2021	422-081-31	Single Family Res.	3	1992
16	\$685,000.00	3294	California St	5/4/2021	139-052-16	Single Family Res.	3	1961
17	\$694,000.00	2792	Longwood Ct	3/15/2021	139-526-21	Single Family Res.	2	1980
18	\$715,000.00	2224	Saybrook Ln	4/12/2021	419-013-41	Single Family Res.	3	1980
19	\$720,000.00	426	Emerson St	5/17/2021	426-244-27	Single Family Res.	2	1964
20	\$720,000.00	914	Powell Ct	6/3/2021	418-083-15	Single Family Res.	3	1979
21	\$725,000.00	939 W	19Th St	5/19/2021	424-323-14	Single Family Res.	3	1984
22	\$728,000.00	939 W	19Th St	6/21/2021	424-323-01	Single Family Res.	3	1984
23	\$730,000.00	2235	Miner St	3/9/2021	422-192-20	Single Family Res.	3	1957
24	\$730,000.00	904	Lombard Ct	5/19/2021	418-082-33	Single Family Res.	3	1979
25	\$750,000.00	3404	Santa Clara Cir	4/14/2021	412-061-44	Single Family Res.	4	1969
26	\$757,000.00	2042	Meadow View Ln	4/29/2021	422-013-11	Single Family Res.	2	1978
27	\$760,000.00	939 W	19Th St	4/15/2021	424-323-03	Single Family Res.	3	1984
28	\$762,000.00	2524	Poplar Ln	3/1/2021	439-172-62	Single Family Res.	3	1979
29	\$770,000.00	759 W	18Th St	3/12/2021	424-055-03	Single Family Res.	2	2018
30	\$770,000.00	763 W	18Th St	3/12/2021	424-055-02	Single Family Res.	2	2018
31	\$770,000.00	767 W	18Th St	3/12/2021	424-055-01	Single Family Res.	2	2018
32	\$775,000.00	2051	Sea Cove Ln	4/9/2021	422-013-24	Single Family Res.	3	1978
33	\$775,000.00	926	Van Ness Ct	5/26/2021	418-083-54	Single Family Res.	3	1979
34	\$780,000.00	946	Junipero Dr	3/31/2021	141-322-25	Single Family Res.	3	1961
35	\$795,000.00	3386	Corte Cassis	3/5/2021	414-281-24	Single Family Res.	3	2003
36	\$800,000.00	352	Princeton Dr	5/5/2021	141-383-32	Single Family Res.	3	1957
37	\$800,000.00	999	Post Rd	5/14/2021	141-231-17	Single Family Res.	3	1956
38	\$800,000.00	124	Eucalyptus Ln	5/26/2021	439-172-58	Single Family Res.	2	1979
39	\$810,000.00	1322	Watson Ave	3/5/2021	141-036-10	Single Family Res.	3	1955
40	\$810,000.00	3105	Dublin St	4/30/2021	418-141-14	Single Family Res.	3	1956
41	\$811,000.00	3137	Sharon Ln	3/17/2021	141-022-29	Single Family Res.	5	1963
42	\$813,000.00	943	Joann St	4/15/2021	422-352-05	Single Family Res.	3	1956

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43	\$820,000.00	2221	Maple St	3/16/2021	422-191-08	Single Family Res.	5	1956
44	\$821,000.00	216	16Th Pl, Unit C	3/1/2021	425-205-10	Single Family Res.	3	1989
45	\$822,000.00	3112	Monroe Way	5/13/2021	141-652-67	Single Family Res.	4	1964
46	\$825,000.00	2154	Harmony Way	3/4/2021	419-043-26	Single Family Res.	2	2014
47	\$830,000.00	185	Admiral Way	3/3/2021	439-293-06	Single Family Res.	2	1981
48	\$832,000.00	906	Joann St	3/10/2021	422-351-05	Single Family Res.	3	1956
49	\$835,000.00	2240	Raleigh Ave	3/5/2021	422-401-05	Single Family Res.	2	1957
50	\$837,000.00	1169	Bismark Way	4/30/2021	141-601-13	Single Family Res.	4	1963
51	\$840,000.00	2172	Harmony Way	4/2/2021	419-043-18	Single Family Res.	2	2013
52	\$840,000.00	3137	Trinity Dr	4/9/2021	141-535-01	Single Family Res.	4	1961
53	\$845,000.00	2128	Parsons St	5/13/2021	419-171-23	Single Family Res.	3	1957
54	\$850,000.00	3459	Windsor Ct	4/8/2021	412-073-07	Single Family Res.	2	1979
55	\$850,000.00	3290	Turlock Dr	5/10/2021	412-106-01	Single Family Res.	3	1972
56	\$850,000.00	203	La Costa Ct	5/11/2021	426-202-65	Single Family Res.	4	1986
57	\$850,000.00	2018	Pomona Ave	6/9/2021	422-234-35	Single Family Res.	1	1946
58	\$855,000.00	1970	Church St	5/10/2021	426-264-34	Single Family Res.	3	1993
59	\$860,000.00	3202	Minnesota Ave	3/8/2021	139-082-01	Single Family Res.	4	1960
60	\$861,000.00	913	Tanana Pl	4/5/2021	418-052-17	Single Family Res.	4	1967
61	\$863,000.00	3116	Promenade	4/23/2021	141-521-65	Single Family Res.	4	1996
62	\$865,000.00	1686	Madagascar St	4/27/2021	139-134-29	Single Family Res.	3	1957
63	\$875,000.00	1174	Augusta St	4/29/2021	141-601-17	Single Family Res.	3	1963
64	\$875,000.00	767	Allegheny Ave	5/11/2021	141-524-02	Single Family Res.	4	1962
65	\$880,000.00	2268	Columbia Dr	4/26/2021	419-085-07	Single Family Res.	3	1958
66	\$882,500.00	809	Sonora Rd	3/25/2021	141-544-06	Single Family Res.	3	1962
67	\$885,000.00	969	Dahlia Ave	4/19/2021	412-181-21	Single Family Res.	4	1973
68	\$885,000.00	2135	Republic Ave	4/20/2021	422-441-11	Single Family Res.	3	1954
69	\$885,000.00	1336	Watson Ave	6/21/2021	141-036-13	Single Family Res.	3	1955
70	\$890,000.00	136	Magnolia St	5/5/2021	425-451-26	Single Family Res.	2	1937
71	\$890,000.00	1024	Concord St	5/17/2021	141-651-39	Single Family Res.	4	1969
72	\$895,000.00	3249	Oregon Ave	3/2/2021	139-054-02	Single Family Res.	3	1961
73	\$895,000.00	766	Hudson Ave	4/14/2021	141-522-07	Single Family Res.	4	1962
74	\$900,000.00	1222	Londonderry St	4/1/2021	141-631-16	Single Family Res.	4	1963
75	\$900,000.00	191	Brandywyne Ter	6/29/2021	439-263-03	Single Family Res.	3	1979
76	\$910,000.00	858	Towne St	3/19/2021	424-181-09	Single Family Res.	3	1955
77	\$915,000.00	1606	Baker St	3/10/2021	139-192-28	Single Family Res.	3	1959
78	\$920,000.00	2434	Creswell Ln	3/18/2021	439-132-08	Single Family Res.	3	1978
79	\$922,000.00	987	Cheyenne St	3/22/2021	141-724-26	Single Family Res.	3	1967
80	\$925,000.00	370	Genoa Ln	3/19/2021	439-142-42	Single Family Res.	3	1964
81	\$925,000.00	968	Carnation Ave	3/26/2021	412-176-16	Single Family Res.	3	1973
82	\$925,000.00	297	Bowling Green Dr	4/19/2021	141-383-12	Single Family Res.	4	1957
83	\$925,000.00	905	Liard Pl	5/28/2021	418-063-01	Single Family Res.	3	1966
84	\$926,000.00	2123	Parsons St	3/5/2021	419-171-34	Single Family Res.	4	1957
85	\$926,000.00	294	Carefree Ln	6/9/2021	439-203-05	Single Family Res.	3	1989
86	\$930,000.00	2728	Loreto Ave	3/5/2021	141-302-17	Single Family Res.	4	1960
87	\$930,000.00	2432	Creswell Ln	3/26/2021	439-132-09	Single Family Res.	3	1978

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88	\$930,000.00	956	Joann St	3/29/2021	422-351-16	Single Family Res.	3	1956
89	\$930,000.00	344	Westbrook Pl	4/5/2021	141-384-09	Single Family Res.	3	1957
90	\$930,000.00	3012	Harding Way	4/8/2021	141-133-33	Single Family Res.	3	1962
91	\$930,000.00	945 W	Wilson St	4/14/2021	422-381-03	Single Family Res.	3	1957
92	\$930,000.00	3270	Washington Ave	5/3/2021	139-054-11	Single Family Res.	3	1961
93	\$930,000.00	1832	Peninsula Pl	5/14/2021	424-511-09	Single Family Res.	2	1990
94	\$930,000.00	1169	Dorset Ln	6/4/2021	141-141-15	Single Family Res.	4	1962
95	\$930,000.00	3065	Hayes Ave	6/30/2021	141-724-05	Single Family Res.	5	1965
96	\$935,000.00	2292	Elden Ave	3/5/2021	426-064-25	Single Family Res.	3	1990
97	\$935,000.00	1741	Pitcairn Dr	4/22/2021	139-333-23	Single Family Res.	4	1962
98	\$935,000.00	3120	Promenade	4/27/2021	141-521-64	Single Family Res.	3	1996
99	\$935,000.00	3213	Idaho Pl	5/19/2021	139-083-16	Single Family Res.	3	1960
100	\$939,000.00	3066	Hayes Ave	4/28/2021	141-721-07	Single Family Res.	4	1965
101	\$940,000.00	3130	Barbados Pl	3/19/2021	139-152-05	Single Family Res.	3	1957
102	\$940,000.00	890	Congress St	4/16/2021	422-431-02	Single Family Res.	3	1954
103	\$940,000.00	360	Lourdes Ln	6/15/2021	439-141-20	Single Family Res.	4	1964
104	\$945,000.00	3202	Michigan Ave	3/22/2021	139-073-07	Single Family Res.	3	1962
105	\$945,000.00	1730	Minorca Pl	4/2/2021	139-331-07	Single Family Res.	3	1961
106	\$945,000.00	265	Mesa Dr	4/15/2021	439-431-22	Single Family Res.	3	2000
107	\$947,500.00	1811	Coastal Way	4/5/2021	424-332-12	Single Family Res.	3	2014
108	\$950,000.00	3265	Washington Ave	4/22/2021	139-056-10	Single Family Res.	3	1961
109	\$950,000.00	3476	Wimbledon Way	5/10/2021	412-043-13	Single Family Res.	3	1981
110	\$951,000.00	1876	New Jersey St	3/22/2021	139-103-20	Single Family Res.	4	1960
111	\$955,000.00	2158	Charle Dr	3/4/2021	422-203-34	Single Family Res.		
112	\$955,000.00	3445	Summerset Cir	4/27/2021	412-073-11	Single Family Res.	3	1979
113	\$958,000.00	969	Oak St	4/19/2021	422-483-04	Single Family Res.	3	1954
114	\$960,000.00	3230	Minnesota Ave	4/15/2021	139-082-08	Single Family Res.	3	1960
115	\$970,000.00	1954	Federal Ave	5/21/2021	422-511-08	Single Family Res.	3	1954
116	\$985,000.00	2989	Jacaranda Ave	4/7/2021	139-193-36	Single Family Res.	3	1959
117	\$995,000.00	2253	Elden Ave	3/25/2021	426-053-10	Single Family Res.	3	1960
118	\$1,000,000.00	3308	Florida Cir	4/8/2021	139-582-04	Single Family Res.	4	1969
119	\$1,000,000.00	3044	Grant Ave	6/18/2021	141-133-13	Single Family Res.	5	1962
120	\$1,005,000.00	1079	Cheyenne St	3/26/2021	141-595-23	Single Family Res.	5	1963
121	\$1,005,000.00	300	Canoe Pond	5/20/2021	439-441-18	Single Family Res.	3	2006
122	\$1,005,000.00	3265	Iowa St	6/25/2021	139-043-16	Single Family Res.	4	1960
123	\$1,010,000.00	246	Cecil Pl	4/5/2021	426-073-16	Single Family Res.	1	1934
124	\$1,010,000.00	2329	Purdue Dr	4/30/2021	419-132-05	Single Family Res.	3	1999
125	\$1,015,000.00	3301	Alabama Cir	4/23/2021	139-581-31	Single Family Res.	4	1969
126	\$1,020,000.00	3103	Samoa Pl	5/3/2021	139-153-18	Single Family Res.	3	1957
127	\$1,025,000.00	1112	Corona Ln	3/3/2021	141-613-39	Single Family Res.	5	1964
128	\$1,025,000.00	2463	Irvine Ave, Unit F2	4/5/2021	439-154-01	Single Family Res.	3	1983
129	\$1,025,000.00	172	Terraza Ct	5/28/2021	439-295-06	Single Family Res.	3	1990
130	\$1,030,000.00	1120	El Camino Dr	4/27/2021	141-612-15	Single Family Res.	4	1964
131	\$1,030,000.00	224 E	16Th St, Unit A	5/7/2021	425-201-34	Single Family Res.	3	1995
132	\$1,035,000.00	1053	Presidio Dr	3/11/2021	141-683-17	Single Family Res.	5	1964

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133	\$1,035,000.00	1014	Begonia Ave	4/9/2021	412-371-72	Single Family Res.	3	1984
134	\$1,045,000.00	328	Joann St	4/22/2021	419-052-04	Single Family Res.	3	1957
135	\$1,050,000.00	878	Prospect Pl	3/12/2021	418-064-12	Single Family Res.	3	1979
136	\$1,050,000.00	3075	Promenade	6/1/2021	141-513-08	Single Family Res.	4	1997
137	\$1,050,000.00	2799	Francis Ln	6/7/2021	141-331-11	Single Family Res.	3	1961
138	\$1,055,000.00	388	Bucknell Rd	6/16/2021	141-422-07	Single Family Res.	3	1956
139	\$1,059,000.00	3036	Killybrooke Ln	5/17/2021	141-163-05	Single Family Res.	3	1955
140	\$1,060,000.00	1859	Pitcairn Dr	4/1/2021	139-383-29	Single Family Res.	5	1963
141	\$1,075,000.00	3239	Nebraska Pl	5/17/2021	139-082-11	Single Family Res.	2	1960
142	\$1,080,000.00	2608	Willo Ln	4/29/2021	439-112-16	Single Family Res.	3	1954
143	\$1,080,000.00	929	Junipero Dr	6/3/2021	141-323-07	Single Family Res.	3	1961
144	\$1,085,000.00	1009	Somerton Dr	5/10/2021	424-393-30	Single Family Res.	3	2016
145	\$1,085,000.00	2809	La Salle Ave	6/16/2021	141-672-09	Single Family Res.	4	1964
146	\$1,090,000.00	1125	Dana Dr	5/7/2021	412-074-25	Single Family Res.	3	1978
147	\$1,090,000.00	302	Cabrillo St	5/24/2021	425-013-01	Single Family Res.	4	1958
148	\$1,095,000.00	671	Congress St	4/9/2021	422-173-02	Single Family Res.	3	1955
149	\$1,100,000.00	884	Senate St	3/30/2021	422-392-12	Single Family Res.	3	1958
150	\$1,100,000.00	1600	White Oak St	4/22/2021	139-213-09	Single Family Res.	3	1959
151	\$1,100,000.00	837	Pine Pl	5/13/2021	422-454-02	Single Family Res.	5	1953
152	\$1,100,000.00	2745	Drake Ave	5/21/2021	141-302-10	Single Family Res.	3	1960
153	\$1,100,000.00	230 E	Wilson St	5/25/2021	119-092-05	Single Family Res.	3	1956
154	\$1,120,000.00	1811	Pitcairn Dr	3/4/2021	139-341-18	Single Family Res.	4	1962
155	\$1,125,000.00	3338	Maryland Cir	4/16/2021	139-611-37	Single Family Res.	4	1971
156	\$1,125,000.00	3120	Van Buren Ave	6/14/2021	141-693-04	Single Family Res.	3	1964
157	\$1,139,000.00	226	Pauline Pl	4/30/2021	426-141-09	Single Family Res.	2	1962
158	\$1,140,000.00	3081	Madeira Ave	3/1/2021	139-163-10	Single Family Res.	3	1959
159	\$1,140,000.00	1038	Coronado Dr	3/31/2021	141-671-42	Single Family Res.	4	2009
160	\$1,140,000.00	264 E	20Th St	5/12/2021	426-211-19	Single Family Res.	3	1951
161	\$1,150,000.00	3068	Madeira Ave	4/28/2021	139-164-05	Single Family Res.	3	1959
162	\$1,150,000.00	1561	Amberleaf	5/7/2021	420-081-11	Single Family Res.	5	2001
163	\$1,150,000.00	1618	Corsica Pl	5/24/2021	139-191-06	Single Family Res.	4	1959
164	\$1,150,000.00	2783	Mendoza Dr	6/28/2021	141-626-08	Single Family Res.	4	1964
165	\$1,152,000.00	1063	Salinas Ave	4/6/2021	412-062-01	Single Family Res.	3	1969
166	\$1,165,000.00	1589	Santa Ana Ave	3/22/2021	425-164-11	Single Family Res.	3	1956
167	\$1,175,000.00	1609	Somerton Dr	3/10/2021	424-393-07	Single Family Res.	3	2017
168	\$1,175,000.00	1086	San Pablo Cir	4/8/2021	412-061-08	Single Family Res.	4	1969
169	\$1,177,500.00	1956	Rosemary Pl	3/24/2021	426-032-42	Single Family Res.	2	1954
170	\$1,200,000.00	1022	Bridgewater Way	4/13/2021	424-392-27	Single Family Res.	4	2018
171	\$1,200,000.00	3421	Summerset Cir	4/21/2021	412-073-17	Single Family Res.	3	1979
172	\$1,200,000.00	2992	Andros St	4/27/2021	139-193-04	Single Family Res.	3	1959
173	\$1,205,000.00	1641	Oahu Pl	4/12/2021	139-281-19	Single Family Res.	3	1959
174	\$1,215,000.00	2273	Columbia Dr	6/17/2021	419-084-14	Single Family Res.	3	1958
175	\$1,240,000.00	2042	Goldeneye Pl	4/29/2021	139-543-15	Single Family Res.	4	1968
176	\$1,243,500.00	380	Mira Loma Pl	4/14/2021	439-112-28	Single Family Res.	5	1961
177	\$1,246,500.00	209	Tulane Pl	5/3/2021	141-465-03	Single Family Res.	4	1959

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178	\$1,250,000.00	1279	Westreef	4/9/2021	422-325-11	Single Family Res.	3	2015
179	\$1,250,000.00	2797	Redwing Cir	4/12/2021	139-601-24	Single Family Res.	5	1969
180	\$1,255,000.00	1573	Amberleaf	5/3/2021	420-081-17	Single Family Res.	5	2001
181	\$1,260,000.00	2490	Monaco Ter	4/12/2021	439-151-70	Single Family Res.	4	2003
182	\$1,260,000.00	1096	Tulare Dr	5/12/2021	412-104-12	Single Family Res.	4	1972
183	\$1,260,000.00	1602	Myrtlewood St	5/14/2021	139-193-27	Single Family Res.	3	1959
184	\$1,260,000.00	2035 N	Capella Ct	6/17/2021	139-401-03	Single Family Res.	4	1963
185	\$1,261,000.00	375	Monte Vista Ave, Unit B	5/26/2021	439-151-61	Single Family Res.	3	1995
186	\$1,263,000.00	2920	Chestnut Ave	5/10/2021	139-294-02	Single Family Res.	5	1959
187	\$1,265,000.00	269	Bowling Green Dr	4/5/2021	141-392-03	Single Family Res.	4	1957
188	\$1,275,000.00	1945	Sanderling Cir	3/26/2021	139-481-24	Single Family Res.	4	1965
189	\$1,280,000.00	1259	Westreef	5/25/2021	422-325-01	Single Family Res.	3	2014
190	\$1,280,500.00	2511	Bowdoin Pl	5/25/2021	141-412-17	Single Family Res.	3	1959
191	\$1,293,000.00	3144	Sicily Ave	4/19/2021	139-135-12	Single Family Res.	3	2008
192	\$1,299,000.00	123	23Rd St	4/19/2021	426-054-22	Single Family Res.	4	2018
193	\$1,300,000.00	2048	Orange Ave	3/30/2021	426-202-05	Single Family Res.	3	1923
194	\$1,325,000.00	2366	Orange Ave	4/30/2021	119-094-04	Single Family Res.	3	2016
195	\$1,325,000.00	257	Flower St	6/18/2021	117-213-26	Single Family Res.	2	1930
196	\$1,330,000.00	3037	Samoa Pl	3/9/2021	139-181-20	Single Family Res.	3	1959
197	\$1,330,000.00	308	Shadow Bay Dr	6/29/2021	439-193-36	Single Family Res.	3	2014
198	\$1,335,000.00	1613	Somerton Dr	5/7/2021	424-393-05	Single Family Res.	3	2017
199	\$1,340,000.00	2290	Pacific Ave	4/19/2021	422-054-04	Single Family Res.	3	2015
200	\$1,350,000.00	549	Bernard St	3/1/2021	422-103-29	Single Family Res.	1	1946
201	\$1,360,000.00	2614	Willo Ln	6/1/2021	439-112-13	Single Family Res.	3	1954
202	\$1,375,000.00	380	Magnolia St	4/14/2021	117-292-08	Single Family Res.	5	1950
203	\$1,378,000.00	1925	Lanai Dr	3/2/2021	139-514-04	Single Family Res.	5	1967
204	\$1,386,000.00	2947	Ceylon Dr	3/3/2021	139-272-21	Single Family Res.	3	1960
205	\$1,400,000.00	404 E	16Th St	3/1/2021	425-141-01	Single Family Res.	4	1968
206	\$1,400,000.00	189	Merrill Pl	3/29/2021	426-131-28	Single Family Res.	3	2016
207	\$1,405,000.00	2915	Pemba Dr	3/31/2021	139-263-07	Single Family Res.	3	1960
208	\$1,405,000.00	2182	Santa Ana Ave	4/27/2021	426-161-13	Single Family Res.	3	1961
209	\$1,405,000.00	215 E	20Th St	5/7/2021	426-273-07	Single Family Res.	3	1987
210	\$1,420,000.00	2054	Aliso Ave	4/15/2021	426-251-07	Single Family Res.	4	1962
211	\$1,435,000.00	1972	Fullerton Ave	4/23/2021	426-032-24	Single Family Res.	5	1954
212	\$1,450,000.00	378	Catalina Shrs	3/12/2021	426-171-34	Single Family Res.	4	1997
213	\$1,450,000.00	2710	Starbird Dr	3/19/2021	420-021-25	Single Family Res.	5	1975
214	\$1,450,000.00	332 E	15Th St	4/6/2021	425-311-83	Single Family Res.	3	2007
215	\$1,450,000.00	235	22Nd St	4/20/2021	426-144-09	Single Family Res.	3	1973
216	\$1,450,000.00	2306	Half Moon Ln	6/29/2021	439-263-30	Single Family Res.	4	2005
217	\$1,460,000.00	2650	Riverside Dr	6/17/2021	439-101-31	Single Family Res.	3	1950
218	\$1,470,000.00	360 E	19Th St	5/7/2021	426-301-21	Single Family Res.	3	1956
219	\$1,475,000.00	477 E	19Th St	3/5/2021	117-341-25	Single Family Res.	3	1947
220	\$1,475,000.00	266	Brentwood Pl	5/4/2021	439-333-10	Single Family Res.	3	1963
221	\$1,480,000.00	410 E	20Th St	5/6/2021	426-241-31	Single Family Res.	3	1949
222	\$1,485,000.00	397 E	21St St	3/15/2021	426-232-48	Single Family Res.	3	1997

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223	\$1,495,000.00	1617	Aliso Ave	3/17/2021	425-142-10	Single Family Res.	4	1968
224	\$1,500,000.00	1589	Tustin Ave	3/15/2021	425-311-51	Single Family Res.	2	1948
225	\$1,525,000.00	2983	Mindanao Dr	3/17/2021	139-231-09	Single Family Res.	3	1960
226	\$1,530,000.00	181	Broadway	3/12/2021	425-232-11	Single Family Res.	2	1949
227	\$1,550,000.00	325	Esther St	3/8/2021	426-293-05	Single Family Res.	4	1958
228	\$1,550,500.00	388	Mira Loma Pl	4/22/2021	439-112-50	Single Family Res.	2	1955
229	\$1,575,000.00	313	Esther St	6/24/2021	426-293-03	Single Family Res.	3	1958
230	\$1,595,000.00	375	Catalina Shrs	5/18/2021	426-171-30	Single Family Res.	4	1997
231	\$1,600,000.00	492 E	18Th St	3/8/2021	117-332-22	Single Family Res.	4	1946
232	\$1,615,000.00	2890	Club House Rd	4/26/2021	139-392-03	Single Family Res.	4	1963
233	\$1,625,000.00	2133	Orange Ave	5/20/2021	426-131-15	Single Family Res.	2	1951
234	\$1,635,000.00	2065	Mandarin Dr	4/7/2021	139-531-29	Single Family Res.	5	1967
235	\$1,635,000.00	259	Brentwood St	6/16/2021	439-332-27	Single Family Res.	4	1963
236	\$1,653,000.00	2620	Riverside Dr	6/3/2021	439-101-26	Single Family Res.	3	1950
237	\$1,665,000.00	340	Colleen Pl	5/20/2021	426-042-22	Single Family Res.	3	1952
238	\$1,685,000.00	1847	Tahiti Dr	5/21/2021	139-253-05	Single Family Res.	5	1962
239	\$1,695,000.00	426	16Th Pl	6/1/2021	425-142-06	Single Family Res.	4	1968
240	\$1,700,000.00	2661	Club Mesa Pl	6/17/2021	439-213-33	Single Family Res.	5	1952
241	\$1,710,000.00	2027	Phalarope Ct	5/7/2021	139-532-11	Single Family Res.	5	1966
242	\$1,725,000.00	273	Palmer St	3/1/2021	425-161-17	Single Family Res.	1	1947
243	\$1,725,000.00	2237	Jeanette Pl	3/16/2021	426-072-11	Single Family Res.	3	1957
244	\$1,725,000.00	318 E	18Th St	6/11/2021	117-251-41	Single Family Res.	4	2016
245	\$1,750,000.00	924	Evergreen Pl	5/28/2021	422-521-06	Single Family Res.	4	2016
246	\$1,775,000.00	193	The Masters Cir	4/30/2021	119-391-26	Single Family Res.	4	2006
247	\$1,775,000.00	233	22Nd St	5/5/2021	426-144-08	Single Family Res.	3	1948
248	\$1,775,000.00	385 E	19Th St	6/11/2021	117-294-13	Single Family Res.	3	1946
249	\$1,800,000.00	218	Princeton Dr	5/28/2021	141-395-37	Single Family Res.	6	2006
250	\$1,847,500.00	237	Broadway	4/20/2021	425-402-14	Single Family Res.	3	1941
251	\$1,895,000.00	3018	Country Club Dr	5/25/2021	139-172-07	Single Family Res.	2	2008
252	\$1,900,000.00	437	Cabrillo St	3/19/2021	117-321-15	Single Family Res.	3	1955
253	\$1,914,000.00	283	Lilac Ln	4/15/2021	426-151-11	Single Family Res.	3	1962
254	\$1,925,000.00	1912	Kauai Dr	6/11/2021	139-511-02	Single Family Res.	4	1967
255	\$1,945,000.00	359	Magnolia St	3/11/2021	117-291-27	Single Family Res.	4	1957
256	\$1,965,000.00	2086	Marian Way	4/21/2021	426-202-22	Single Family Res.	4	1964
257	\$1,998,000.00	2339	Westminster Ave	5/12/2021	119-131-10	Single Family Res.	4	2014
258	\$2,000,000.00	490 E	19Th St	6/1/2021	426-321-12	Single Family Res.	4	1950
259	\$2,025,000.00	305 E	19Th St	6/28/2021	117-254-22	Single Family Res.	5	2017
260	\$2,170,000.00	436	Cambridge Cir	6/15/2021	425-143-31	Single Family Res.	3	1958
261	\$2,185,000.00	480	Broadway	3/9/2021	117-342-24	Single Family Res.	4	2009
262	\$2,185,000.00	277	Knox Pl	4/13/2021	425-163-14	Single Family Res.	3	2014
263	\$2,200,000.00	1835	Wallace Ave	5/24/2021	424-171-10	Single Family Res.	2	1955
264	\$2,230,000.00	483	Abbie Way	3/31/2021	117-372-27	Single Family Res.	3	2017
265	\$2,252,500.00	237 E	20Th St	5/26/2021	426-273-11	Single Family Res.	3	1947
266	\$2,289,000.00	3092	Bali Cir	4/12/2021	139-161-07	Single Family Res.	4	1964
267	\$2,295,000.00	220	Flower St	5/6/2021	425-404-05	Single Family Res.	5	2006

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268	\$2,300,000.00	220 E	21St St	4/15/2021	426-141-38	Single Family Res.	2	1951
269	\$2,300,000.00	235	Lillian Pl	5/27/2021	439-211-08	Single Family Res.	3	1949
270	\$2,325,000.00	2401	Tustin Ave	6/16/2021	439-153-09	Single Family Res.	4	1964
271	\$2,340,000.00	438	Broadway	6/24/2021	117-342-33	Single Family Res.	3	2016
272	\$2,400,000.00	416	Flower St	3/31/2021	117-341-47	Single Family Res.	5	1961
273	\$2,440,000.00	433	Broadway	3/31/2021	117-331-07	Single Family Res.	4	1947
274	\$2,500,000.00	384 E	16Th St	3/8/2021	425-191-22	Single Family Res.		
275	\$2,555,000.00	1592	Riverside Pl	6/28/2021	425-311-55	Single Family Res.	2	1948
276	\$2,557,000.00	315	Colleen Pl	4/28/2021	426-042-14	Single Family Res.	5	2005
277	\$2,560,000.00	1987	Irvine Ave	3/29/2021	426-324-11	Single Family Res.	4	2012
278	\$2,699,000.00	1167	Aviemore Ter	5/3/2021	422-331-13	Single Family Res.	3	2006
279	\$2,745,000.00	352 E	18Th St	6/7/2021	117-291-16	Single Family Res.	2	1946
280	\$2,820,000.00	318	Ogle St	6/11/2021	425-213-14	Single Family Res.	2	1959
281	\$2,910,000.00	456	Abbie Way	6/28/2021	117-372-01	Single Family Res.	2	1948
282	\$2,975,000.00	381	Walnut St	5/27/2021	426-302-07	Single Family Res.	3	1953
283	\$3,350,000.00	365	22Nd St	4/16/2021	426-171-16	Single Family Res.	4	1975
284	\$14,325,000.00	266 E	20Th St	6/23/2021	426-211-18	Single Family Res.	2	1957
285	\$14,325,000.00	270 E	20Th St	6/23/2021	426-211-17	Single Family Res.	2	1957
	\$1,080,000.00	Median Sales Price						
	\$1,026,000.00	95% of Median						



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

File #: 22-668

Meeting Date: 5/3/2022

### **TITLE:**

**SUBSTANTIAL AMENDMENT TO THE FISCAL YEAR 2021-2022 ANNUAL ACTION PLAN IDENTIFYING FUNDING PRIORITIES FOR THE HOME-AMERICAN RESCUE PLAN (ARP) ALLOCATION PLAN**

**DEPARTMENT: ECONOMIC AND DEVELOPMENT SERVICES DEPARTMENT/HOUSING AND COMMUNITY DEVELOPMENT**

**PRESENTED BY: MIKELLE DAILY, GRANT ADMINISTRATOR**

**CONTACT INFORMATION: MIKELLE DAILY, GRANT ADMINISTRATOR, 714- 754-5678; Mikelle.Daily@costamesaca.gov**

### **RECOMMENDATION:**

Staff recommends the City Council:

1. Hold a Public Hearing regarding the FY 2021-2022 Substantial Amendment to the Annual Action Plan.
2. Approve the recommended allocation of \$1,816,742 for the HOME-ARP Allocation Plan, a Substantial Amendment to the FY 2021-2022 Annual Action Plan.
3. Adopt Resolution No. 2022-XX in order to:
  - a. Approve the HOME-ARP Allocation Plan, a Substantial Amendment to the 2021-2022 Annual Action Plan.
  - b. Authorize the City Manager, or the City Manager's designee, to submit the 2021-2022 Annual Action Plan Substantial Amendment to the U.S. Department of Housing and Urban Development.
  - c. Designate the City Manager, or the City Manager's designee, as the official representative of the City to administer the programs and to execute and submit all required agreements, certifications, and documents required by HUD, and execute all agreements for the use of funds approved in the 2021-2022 Annual Action Plan Substantial Amendment.
4. Authorize revenue and expense appropriations, respectively, each in the amount of \$1,816,742, for the HOME-ARP Allocation Plan.

### **BACKGROUND:**

#### **American Rescue Plan (ARP) Funds**

On March 11, 2021, the American Rescue Plan Act of 2021 (ARP) was signed into law. To address the need for homelessness assistance and supportive services, \$5 billion in federal ARP funds were appropriated to be administered through the federal HOME Investment Partnerships Program



(HOME). On April 8, 2021, the U.S. Department of Housing and Urban Development (HUD) allocated HOME-ARP funds to 651 grantees using the HOME formula established in 24 CFR 92.50 and 92.60. As a recipient of HOME funds, the City of Costa Mesa is eligible to receive a HOME-ARP allocation in the amount of \$1,816,742.

ARP funds can be used to fund four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness or in other vulnerable populations. These activities are:

- (1) development and support of affordable housing;
- (2) tenant-based rental assistance (TBRA);
- (3) provision of supportive services; and
- (4) acquisition and development of non-congregate shelter units.

To receive its HOME-ARP funds, the City must engage in consultation and public participation processes, develop a HOME-ARP allocation plan that meets the HUD requirements, and submit it to HUD as a substantial amendment to the City's Fiscal Year 2021 annual action plan. The HOME-ARP allocation plan must describe how the City intends to distribute HOME-ARP funds, including how it will use these funds to address the needs of HOME-ARP qualifying populations.

### **HOME-ARP Outreach and Consultation**

On March 21, 2022, staff hosted a HOME-ARP consultation meeting with nonprofit service providers and distributed surveys to gather feedback on existing gaps in services for vulnerable populations in Costa Mesa.

On March 31, 2022, staff participated with the Orange County Continuum of Care (CoC) in a consultation meeting to gather feedback on proposed activities for the HOME-ARP Allocation Plan.

On April 5, 2022, a HOME-ARP survey was posted on the City's website to gather additional feedback from the community regarding potential funding priorities.

Finally, the City is required to provide a 15-day public comment period and must hold a public hearing before approving and submitting the FY 2021-2022 Substantial Amendment for the HOME-ARP Allocation Plan to HUD.

### **ANALYSIS:**

#### **Community Feedback**

Staff received valuable feedback from non-profit service and affordable housing providers and organizations via in-person and virtual outreach meetings, online survey results, and phone and email correspondence. (A summary of the feedback is provided below and within the Allocation Plan itself). In general, feedback indicated a need to focus on:

- Increasing availability/affordability of housing units;
- Mental health and substance abuse supportive services for youth, survivors of domestic

violence and individuals experiencing homelessness;

- Supportive and wrap-around services such as transportation, legal services, credit repair and assistance with landlord/tenant relations;
- Case management services;
- Services for seniors, the disabled, and monolingual Spanish speakers; and
- Support for existing programs to ensure continuity of current services.

### **FY 2021-2022 Substantial Amendment HOME-ARP Allocation Plan**

The City will receive \$1,816,742 in HOME-ARP funds once the FY 2021-2022 Substantial Amendment for the HOME-ARP Allocation Plan is submitted and approved by HUD. Based on an analysis of housing/community needs, an assessment of current services available to the qualifying populations, and community feedback, staff is recommending funding for two HOME-ARP eligible activities:

1. Development and Support of Affordable Housing
2. Supportive Services including those defined at 24 CFR 578.53(e)
  - McKinney-Vento Supportive Services
  - Homelessness Prevention Services; and
  - Housing Counseling Services

The Allocation Plan (attached) provides a funding allocation for each of the above-listed activities. Based on the community feedback, staff anticipates a substantial demand for funds for supportive services. However, there is also a clear need for funding to support affordable housing projects as well, which require greater capital investment to bring to fruition. As such, in the public review draft Allocation Plan, staff originally envisioned a split of \$1,000,000 allocated to support affordable housing, with \$544,231 allocated to supportive services.

However, given that affordable housing projects can also be funded with HOME dollars and supportive services cannot (the City's proposed FY 22-23 Annual Action Plan shows \$2.3 Million in HOME funds allocated for affordable housing projects), staff is recommending that the City Council approve a modified Allocation Plan that prioritizes HOME-ARP funds for supportive services in the amount of \$1,000,000 and allocates \$544,231 for affordable housing. Refer to Table 1 below for the staff recommended HOME-ARP Allocation Budget.

It should be noted that these allocations are estimates and no specific projects are known at this time. A Request for Proposals (RFP) will be issued for both categories of projects. Depending on the proposals received, HOME-ARP funds may be allocated to either Supportive Services and/or Development of Affordable Rental Housing based on proposals that the City receives in response to the RFP solicitation process. After the City has selected a proposal(s), the City will adjust the amount

of funding allocated in either category, not to exceed the total HOME-ARP allocation.

<b>TABLE 1 - HOME-ARP ALLOCATION PLAN</b>		
<b>ADMINISTRATION</b>		
Administration and Planning	\$272,511	
	<b>Subtotal:</b>	\$272,511
<b>PROPOSED PROGRAMS/PROJECTS</b>		
Development and Support of	\$544,231	
	<b>Subtotal:</b>	\$544,231
Supportive Services	\$1,000,000	
	<b>Subtotal:</b>	\$1,000,000
<b>HOME-ARP ALLOCATION</b>	<b>TOTAL:</b>	<b>\$1,816,742</b>

### **Development and Support of Affordable Housing**

HOME-ARP funds may be used to acquire, rehabilitate or construct affordable rental housing primarily for occupancy by households of individuals and families that meet the definition of one or more of the qualifying populations under HUD regulations. Eligible HOME-ARP rental housing includes manufactured housing, single room occupancy (SRO) units, and permanent supportive housing. HOME-ARP funds may be used to pay for up to 100% of the following eligible costs associated with the acquisition, development, and operation of HOME-ARP rental units: development hard costs, refinancing, acquisition, related soft costs, relocation costs, costs related to payment of loans, and operating cost assistance. There is a 15-year compliance period. Staff recommends allocating \$544,231 in HOME-ARP funds for the Development and Support of Affordable Housing.

### **Supportive Services**

HOME-ARP funds may be used to provide a broad range of supportive services to qualifying individuals or families as a separate activity or in combination with other HOME-ARP activities. Supportive services include a) services listed in section 401(29) of the McKinney-Vento Homeless Assistance Act ("McKinney-Vento Support Services") b) homeless prevention services and c) housing counseling services. Supportive services may be provided to individuals and families who meet the definition of a qualifying population who are not already receiving these services through another program. Staff recommends allocating \$1,000,000 in HOME-ARP funds for Supportive Services.

### **Administration**

HUD allows the City to allocate up to 15 percent of its HOME-ARP allocation for payment of reasonable administrative and planning costs including program management, coordination,

monitoring, and evaluation. Eligible program administration expenditures include program staff salaries and benefits, contract services, legal services, and other costs for good and services required for administering the HOME-ARP program. Based on the City's HOME-ARP grant amount, a maximum of \$272,511 is available for program administration.

### **Noticing Requirements and Public Comment**

As required by HUD, a notice was published in local newspapers on April 17, 2022, inviting the public to review and comment on the draft HOME-ARP Allocation Plan, a Substantial Amendment to the 2021-2022 Annual Action Plan. The comment period began April 18, 2022, and will conclude on May 3, 2022 at Noon. The notice also announced the May 3, 2022 City Council public hearing. At the time of this report, no comments have been received. If comments are received, they will be forwarded to the Council under separate cover prior to the hearing.

### **ALTERNATIVES:**

The City Council can choose not to fund the proposed activities recommended by staff and allocate HOME-ARP funds to other eligible activities. The City Council can also direct staff to not submit the Allocation Plan; however, if the City does not submit the Allocation Plan, HOME-ARP funds will most likely be returned to the U.S. Treasury.

### **FISCAL REVIEW:**

This action does not have a fiscal impact to the General Fund. Once the HOME-ARP Allocation Plan is approved by HUD, HUD will submit \$1,816,742 in HOME-ARP funds to the programs outlined above and revenue and expense appropriations will be established, respectively in the amount of \$1,816,742 for the HOME-ARP Allocation Plan.

### **LEGAL REVIEW:**

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

### **CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council goal:

- Diversify, stabilize and increase housing to reflect community needs.

### **CONCLUSION:**

The draft 2021-2022 Substantial Amendment to the Annual Action Plan is prepared according to HUD regulations and outlines how the City will utilize HOME-ARP funds to meet the objectives and goals of the federal HOME-ARP program. Staff recommends that the City Council hold a public hearing to obtain public input and adopt the Resolution approving the draft 2021-2022 Substantial Amendment to the Annual Action Plan.

**RESOLUTION NO. 2022-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, APPROVING AND AUTHORIZING SUBMISSION OF THE HOME-ARP ALLOCATION PLAN, A SUBSTANTIAL AMENDMENT TO THE FY 2021-2022 ANNUAL ACTION PLAN FOR THE APPLICATION AND EXPENDITURE OF HOME INVESTMENT PARTNERSHIP ACT AMERICAN RESCUE PLAN (HOME-ARP) FUNDS TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

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

WHEREAS, the American Rescue Plan Act of 2021 authorized the United States Department of Housing and Urban Development (“HUD”) to allocate HOME-ARP funds to units of general local government that qualified for an allocation of Home Investment Partnerships Program (HOME) funds in Fiscal Year (FY) 2021; and

WHEREAS, the City of Costa Mesa participates in the United States Department of Housing and Urban Development’s (“HUD”) Home Investment Partnerships Program (HOME); and

WHEREAS, in order to receive a its HOME-ARP allocation, the City is required to engage in consultation and public participation processes and develop a HOME-ARP allocation plan that meets the requirements established in the HUD CPD Notice 21-10 and submit it to HUD as a substantial amendment to its Fiscal Year 2021 Annual Action Plan; and

WHEREAS, the City’s current Consolidated Plan was adopted on May 19, 2020, and will expire on June 30, 2025; and

WHEREAS, the federal regulations (Title 24 Code of Federal Regulations Part 91) delineate the required content of the Consolidated Plan, including an annual application and expenditure plan for CDBG and HOME funds, known as the Annual Action Plan; and

WHEREAS, the City is eligible to receive \$1,816,742 in HOME-ARP funds, which can be used for development and support of affordable housing, tenant-based rental assistance (TBRA), supportive services and acquisition and development of non-congregate shelter units as set forth in the HOME-ARP Allocation Plan, a Substantial Amendment to the 2021-2022 Annual Action Plan (Exhibit A); and

WHEREAS, the City made the HOME-ARP Allocation Plan, a Substantial Amendment to the 2021-2022 Annual Action Plan available for the required 15-day public review period between April 18, 2022 and May 3, 2022; and

WHEREAS, the City has published a notice of a public hearing for the HOME-ARP Allocation Plan, a Substantial Amendment to the 2021-2022 Annual Action Plan; and

WHEREAS, in the 2021-2022 Substantial Amendment to the Annual Action Plan, the City has considered all public comments which have been received either in writing or at the public hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COSTA MESA HEREBY RESOLVES as follows:

SECTION 1. The City Council hereby approves the HOME-ARP Allocation Plan, a Substantial Amendment to the 2021-2022 Annual Action Plan, attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION 2. The City Council hereby authorizes the City Manager, or the City Manager’s designee, to submit the HOME-ARP Allocation Plan, a Substantial Amendment to the 2021-2022 Annual Action Plan to HUD and execute all certifications and assurances contained therein to approve minor changes and provide additional information as may be required.

SECTION 3. The City Council hereby designates the City Manager, or the City Manager’s designee, as the City’s official representative to administer the programs and execute and submit all required agreements, certifications, and documents required by HUD. The City Council further authorizes the City Manager, or City Manager’s designee, to execute all agreements with the organizations receiving allocations of HOME-ARP funds approved in the HOME-ARP Allocation Plan.



**PASSED AND ADOPTED this 3<sup>rd</sup> day of May 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 3<sup>rd</sup> day of May 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 3<sup>rd</sup> day of May 2022.

\_\_\_\_\_  
Brenda Green, City Clerk



# City of Costa Mesa

## FY2021-2022 Substantial Amendment HOME-American Rescue Plan (ARP) Allocation Plan

Draft 3/8/22

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## EXECUTIVE SUMMARY

The City of Costa Mesa has been allocated \$1,816,742 of HOME-American Recovery Plan Act (HOME-ARP) funding from the U.S. Department of Housing and Urban Development (HUD). To receive its HOME-ARP allocation, the City must develop a HOME-ARP Allocation Plan that will become part of the FY 2021-2022 Annual Action Plan by substantial amendment.

To ensure broad input into the HOME-ARP Allocation Plan from stakeholders and the public, the City of Costa Mesa engaged in virtual and in-person consultation with agencies and service providers whose clientele include the HOME-ARP qualifying populations. The City also had direct contact with HUD-required organizations that did not participate in a consultation meeting, solicited feedback from organizations and residents by directing them to a survey link on the City website, had a 15-day public comment period, and a public hearing.

The needs assessment and gap analysis identified the following needs and gaps that may be addressed using HOME-ARP funds:

- The January 2019 Point-In-Time (PIT) count revealed a total of 187 unsheltered and 6 sheltered homeless individuals in the City of Costa Mesa.
- 12,640 (50.5%) of renter households in Costa Mesa spend 30% or more on housing costs (cost burden) and 6,465 (25.9%) of those households spend 50% or more of their gross income on housing costs (severe cost burden).
- 96% of the households with severe cost burden have a household income of less than 80% of the Area Median Income.
- 13% of Costa Mesa renter-occupied households meet the American Community Survey (ACS) definition for overcrowding and 4.7% meet the definition for severe overcrowding.
- A majority (57%) of persons included in the Central Service Planning Area (Central SPA) PIT count had mental health or substance use issues. 29% were identified as having a developmental or physical disability and 37% were identified as chronically homeless.
- Orange County Housing Authority (OCHA) provides vouchers to 591 Costa Mesa residents. 89 households are on the waitlist as of March 2022.

To address these needs and gaps, the City of Costa Mesa will utilize HOME-ARP funds for supportive services, development of affordable rental housing, and planning and administration.

**Participating Jurisdiction:**

City of Costa Mesa

**Date:** April 7, 2022

## CONSULTATION

### Summary of the Consultation Process

The City of Costa Mesa engaged in consultation and public participation processes to develop a HOME-ARP allocation plan that meets the requirements established by the U.S. Department of Housing and Urban Development (HUD) and provided in the City's Citizen Participation Plan. The process was a collaborative effort that included consultation with the local Orange County Continuum of Care, the Orange County Housing Authority, local Cities, and several nonprofit agencies that serve homeless, at risk of homelessness, seniors, victims of domestic violence, and other qualifying population groups. Consultation included a virtual consultation meeting with the Orange County Health Care Agency, Office of Care Coordination (CoC), an in-person meeting with nonprofit service providers, direct email and phone contact, and the distribution of surveys that collected information on service needs among the qualifying population groups.

### Organizations Consulted by Organization Type and Method of Consultation

Agency/Group/Organization Consulted	Type of Agency/Org	Method of Consultation
Orange County Healthcare Agency, Office of Care Coordination	Continuum of Care (CoC)	Virtual Session
Orange County Housing Authority (OCHA)	County Government Public Housing Agency (PHA)	Virtual Session
Orange County Social Service Agency	County Government Social Services	Virtual Session
County of Orange	County Government	Virtual Session
City of Garden Grove	City Government	Virtual Session
City of Newport Beach	City Government	Virtual Session
City of Westminster	City Government	Virtual Session
Aesop's Press	Unknown	Virtual Session
211 Orange County	Nonprofit, addresses needs of qualifying populations	Virtual Session
BrainHealth247.org	Addresses Mental Health Needs	Virtual Session
CalOptima	County Organized Health System	Virtual Session

<b>Agency/Group/Organization Consulted</b>	<b>Type of Agency/Org</b>	<b>Method of Consultation</b>
<b>CAPOC</b>	Nonprofit, addresses needs of qualifying populations	Virtual Session
<b>Connecting the Dots</b>	Unknown	Virtual Session
<b>Colette's Children's Home</b>	Nonprofit, addresses needs of qualifying populations	Virtual Session
<b>Covenant House California</b>	Nonprofit, addresses needs of qualifying populations	Virtual Session
<b>Dayle MacIntosh Center</b>	Nonprofit, addresses needs of qualifying populations, including people with disabilities	Email, Phone Contact
<b>Goodwill of Orange County, Tierney Center for Veteran Services</b>	Nonprofit, addresses needs of qualifying populations, including Veterans	Email, Phone Contact
<b>EAH Housing</b>	Nonprofit, addresses needs of qualifying populations	Virtual Session
<b>Fair Housing Foundation</b>	Fair Housing, Civil Rights, Disabilities Service Provider	Email, Phone Contact
<b>Families Forward</b>	Nonprofit, addresses needs of qualifying populations, including homeless and at-risk, TBRA Provider	Virtual Session In-Person Meeting Completed Survey
<b>HomeAid Orange County</b>	Nonprofit, addresses needs of qualifying populations	Virtual Session
<b>Human Options</b>	Nonprofit, addresses needs of qualifying populations, including domestic violence services	Virtual Session In-Person Meeting Completed Survey
<b>Interval House</b>	Nonprofit, addresses needs of qualifying populations, including domestic violence services	Virtual Session
<b>The Lighthouse Outreach</b>	Nonprofit, addresses needs of qualifying populations	In-Person Meeting
<b>Lived Experience Advisory Committee</b>	Individual	Virtual Session
<b>Mercy House</b>	Developer/Owner of Affordable Housing, Supportive Services Provider, & Emergency Shelter	In-Person Meeting Completed Survey
<b>Michael Baker International</b>	Private, Consultant	Virtual Session
<b>OCAPICA</b>	Nonprofit, addresses needs of qualifying populations	Virtual Session
<b>Phone in Participant</b>	Unknown	Virtual Session



Agency/Group/Organization Consulted	Type of Agency/Org	Method of Consultation
Phone in Participant	Unknown	Virtual Session
Project Hope Alliance	Nonprofit, addresses needs of qualifying populations	In-Person Meeting Completed Survey
Share Our Selves	Nonprofit, addresses needs of qualifying populations	Email Completed Survey
StandUp for Kids, Inc.	Nonprofit, addresses needs of qualifying populations	Virtual Session
SquareOne Affordable Housing, Inc.	Affordable Housing	Virtual Session
Trellis	Nonprofit, addresses needs of qualifying populations	In-Person Meeting Completed Survey
VOALA	Nonprofit, addresses needs of qualifying populations	Virtual Session
Working Wardrobes VetNet	Veteran's Group	Email, Phone Contact

**Table 1 – Organizations Consulted**

The City made an effort to have an open consultation process. No agency/service type was knowingly excluded from the process.

### Summary of Feedback Received from Consulted Organizations

- There is a lack of mental health and substance abuse supportive services available for youth, survivors of domestic violence and individuals experiencing homelessness.
- Housing first cannot be housing only, supportive and wrap-around services are needed.
- The vacancy rate is very low in Costa Mesa and throughout Orange County. Rental assistance and vouchers are an available resource but there is a lack of availability of housing units.
- Funding programs that are already in motion is a better way to ensure continuity of current services.
- Supportive services such as transportation, legal services, credit repair and assistance with landlord/tenant relations are needed.
- During COVID related school closures there was an increase in gang activity, drug use, and sex trafficking incidents. More case management services are needed to respond.
- Seniors, the disabled and monolingual Spanish speakers are subpopulations that face additional barriers to services.

***Other local/regional/state/federal planning efforts considered when preparing the Plan.***

<b>Name of Plan/Org/Committee</b>	<b>Lead Organization</b>	<b>Information consulted</b>
Continuum of Care	Orange County 211	Provides regional and local point in time homeless survey data, development of the regional 10-Year Plan to End Homelessness, and development of the regional Discharge Plan
City of Costa Mesa Housing Element	City of Costa Mesa	Provides housing priorities and program goals
5-Yr. & 1 Yr. PHA Plan	Orange County Housing Authority	Identifies OCHA resources to address the housing needs of lower-income renter householders in the County and City
Analysis of Impediments to Fair Housing	Orange County HUD Grantee Cities and the County of Orange	Countywide document that identifies fair housing impediments within participating cities and outlines a plan to address fair housing issues
2019 Point In Time Summary	County of Orange	Sheltered and Unsheltered Homelessness count
Network for Homeless Solutions (NHS)	City of Costa Mesa	The City's Network for Homeless Solutions (NHS) is a task force comprised of representatives of various City departments, nonprofit service agencies, and representatives of faith-based service providers. The main focus of the NHS is to find workable solutions to address the needs of the homeless, especially those with close ties to Costa Mesa

**Table 2 – Other local / regional / federal planning efforts**

## PUBLIC PARTICIPATION

The City took several steps to obtain community residents' input to develop the HOME-ARP Allocation Plan. Consultation efforts included public meetings with nonprofit service providers and City Council, posted and emailed surveys, and notices. Specifically, for the HOME-ARP Allocation Plan planning process, the City utilized its internet webpage, social media and newspaper notices to inform residents of the opportunities to provide input and review/comment on the draft Allocation Plan. All City Council meetings were noticed in local English and Spanish language newspapers of general circulation. Additionally, the draft HOME-ARP Allocation Plan was posted on the City's website for public review and comment for the 15-day public comment period held from April 17, 2022, to May 2, 2022 (see **Attachment 1**). Hard copies of the draft Allocation Plan were available for public review at the public counter at Costa Mesa City Hall 2<sup>nd</sup> Floor – 77 Fair Drive, Costa Mesa, CA.

- **Public comment period:** April 17, 2022 – May 2, 2022
- **Public hearing:** 05/03/22

### Efforts to Broaden Public Participation & Summary of Comments Received

#### *Citizen Participation Outreach*

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
In-Person Meeting	Nonprofit Service Providers	8 staff members from 6 Nonprofit Service Providers, discussed homeless/housing needs and HOME-ARP Allocation Plan (03/22/22)	Listed in Summary of Feedback Received from Consulted Organizations	None
Virtual Meeting	CoC Partners	44 participants listed previously in table of organizations consulted	Listed in Summary of Feedback Received from Consulted Organizations	None

Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons
Survey	Service Providers/ Broad Community Available in English and Spanish	TBD	TBD	None
Newspaper Ad	Non-targeted/broad community	15-day public comment period (04/17/22 to 05/02/22)	TBD	None
E-blast	Non-English Speaking – Specify other language: Spanish	TBD	TBD	None
Public Hearing	Non-targeted/broad community	05/03/22 Regular City Council meeting	TBD	None

**Table 3 – Citizen Participation Outreach**

## NEEDS ASSESSMENT AND GAPS ANALYSIS

The needs assessment and gap analysis must evaluate the 1) size and demographic composition of HOME-ARP qualifying populations, and 2) unmet needs of HOME-ARP qualifying populations.

### Size and Demographic Composition of HOME-ARP Qualifying Populations in Costa Mesa

#### Homeless Population

The U.S. Department of Housing and Urban Development (HUD) requires that all Continuum of Care jurisdictions across the nation complete a biennial unsheltered count and an annual sheltered count of all individuals experiencing homelessness in the community on a single point in time during the last ten days of January. The County of Orange was approved by the U.S. Department of Housing and Urban Development to reschedule the 2022 Point in Time (PIT) count to the last 10 days of February due to the impacts of COVID-19. The County of Orange and Orange County Continuum of Care conducted the sheltered count the night of Monday, February 21, 2022, and the unsheltered count started the morning of Tuesday, February 22 through Thursday, February 24. The results of the 2022 Point in Time count are not yet available; therefore, the information included in this City of Costa Mesa HOME-ARP Allocation Plan is from the 2019 Point in Time (PIT) count that took place from January 22, 2019 to January 24, 2019.

The January 2019 PIT count revealed a total of 193 homeless individuals in the City of Costa Mesa. Among the 193 individuals, 6 were sheltered and 187 were unsheltered. 181 (94%) of those counted were individuals and 12 (6%) were part of a family. Of those who were part of a family, 3 were sheltered and 9 were unsheltered. Only 3 of the 181 individuals that were not part of a family were sheltered at the time of the 2019 PIT count. 20 of the unsheltered persons identified as veterans, 23 were seniors and 5 were transitional aged youth.

The specific demographic composition data was not broken down by City in the 2019 Orange County Point in Time count, however, the data was broken down into three Service Planning Areas – North, Central and South. The City of Costa Mesa is part of the Central Service Planning Area (Central SPA) which includes 9 cities and a county unincorporated area. In the Central SPA, 3,332 homeless individuals were counted. Of that total, 72% were White, 11% were Black or African American, 8% were Multiple Races or Other and 5% were Asian. Additionally, 37% of all persons in the Central SPA count reported being of Hispanic or Latino ethnicity.

**Table 4 - Homeless Needs Inventory and Gap Analysis**

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	0		76		0								
Transitional Housing	0		0		0								
Permanent Supportive Housing	0		0		0								
Other Permanent Housing													
Sheltered Homeless						3	3	0					
Unsheltered Homeless						9	178	20					
Current Gap										12		181	

**Data Sources:** 1. Orange County Point in Time Count, Everyone Counts Report 2019 (PIT); 2. Continuum of Care Housing Inventory County (HIC); 3. Consultation

### At Risk of Homelessness

The term “at risk of homelessness,” as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)); means, with respect to an individual or family, that the individual or family:

- has income below 30 percent of median income for the geographic area;
- has insufficient resources immediately available to attain housing stability; and
  - has moved frequently because of economic reasons;
  - is living in the home of another because of economic hardship;



- has been notified that their right to occupy their current housing or living situation will be terminated;
- lives in a hotel or motel;
- lives in severely overcrowded housing;
- is exiting an institution; or
- otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.

According to the 2014-2018 American Community Survey (ACS), 6,185 renter households in Costa Mesa have household incomes below 30% of the Area Median Income (AMI) and only 875 rental units in Costa Mesa are affordable for households at that income level. This leaves over 5,310 very-low income households in Costa Mesa at risk of homelessness as defined above.

**Table 5 - Housing Needs Inventory and Gap Analysis**

Non-Homeless			
	Current Inventory	Level of Need	Gap Analysis
	# of Units	# of Households	# of Households
Total Rental Units	<b>24,985</b>		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	<b>875</b>	<b>6,185</b>	
Rental Units Affordable to HH at 50% AMI (Other Populations)	<b>415</b>	<b>4,730</b>	
<i>Current Gaps</i>	<b>1,290</b>	<b>10,915</b>	<b>9,625</b>

**Data Sources:** 1. American Community Survey (ACS); 2. Comprehensive Housing Affordability Strategy (CHAS)

### Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Violence, Sexual assault, Stalking or Human Trafficking

The 2019 PIT count identified 140 unsheltered adult and 94 sheltered adult survivors of domestic violence in the Central Service Planning Area of Orange County. Providers of services to survivors of domestic violence indicate the number of individuals in need of shelter is likely undercounted as isolation and physical distancing mandates during the Coronavirus pandemic resulted in increased domestic violence concerns while limiting potential flight from unsafe living situations. Demographic information for this qualifying population is confidential.

## OTHER POPULATIONS

Other populations, as defined by HOME-ARP, include those who:

1. Are currently housed and at risk of repeat homelessness;
2. Have incomes below 30% AMI and are experiencing severe housing cost burden; and
3. Otherwise meet the definition of at risk of homelessness and have incomes between 30% and 50% AMI.

The Continuum of Care 2019 PIT narrative indicates that 402 or 40.81% of unsheltered individuals reported experiencing homelessness for the first time in the last 12 months. Therefore, almost 60% of the 985 unsheltered individuals surveyed had experienced homelessness previously and would be at a higher risk for repeat homelessness.

The 2014-2018 HUD Comprehensive Housing Affordability Strategy (CHAS) data table indicates that 3,585 renters in Costa Mesa are experiencing severe housing cost burden and 3,505 renters have incomes between 30% and 50% AMI and may be considered eligible under “other populations” if they otherwise meet the definition of at risk homelessness.

### Unmet Housing and Service Needs of Qualifying Populations

The greatest unmet housing needs of qualifying populations are:

- Permanent rental housing that is affordable to qualifying and other populations; and
- Permanent supportive rental housing that coordinates specialized services with housing that is affordable to qualifying and other populations.

The greatest unmet service needs of qualifying populations, including sheltered and unsheltered homeless populations, currently housed populations at risk of homelessness, other families requiring services or assistance to prevent homelessness, and those at greatest risk of housing instability or in unstable housing situations are:

- Mental health treatment
- Substance abuse treatment
- Transportation
- Legal Services
- Employment assistance and job training
- Life skills
- Case management
- Outpatient health services
- Outreach services

- Credit repair
- Landlord-tenant liaison services
- Housing search and counseling assistance
- Services for special populations
- Financial assistance to secure stable housing, such as rental application fees, security and utility deposits, and first month's rent

## Current Resources Available to Assist Qualifying Populations

As outlined in the 2020-2024 Consolidated Plan, the City has a well-developed strategy to address homelessness in the community. This strategy includes outreach and assessment services for homeless and chronic homeless individuals. These programs will help households, especially extremely low-income households, maximize the amount of income they have available for housing. Program staff will attempt to link individuals to appropriate housing, support services, and public assistance programs (e.g., VA benefits, SSI). To undertake this effort, the City partners with local nonprofit service providers and community-based volunteers. Based on assessments, individuals or households are referred to appropriate housing/service providers. City staff will coordinate the delivery of services and housing with providers to reduce the number of homeless individuals in the community. Both HUD and City funds will be used to carry out these activities, including emergency shelter and rapid rehousing.

### Emergency Shelters

According to the 2021 Orange County Housing Inventory Count (HIC), the following emergency shelters are available to assist qualifying populations in the City of Costa Mesa:

Year	Proj. Type	Organization Name	Project Name	Target Pop.	Beds HH w/o Childre	Housing Type	Year-Round Beds	Overflow Beds	Total Beds
2021	ES	Mercy House	Costa Mesa Bridge Shelter	NA	29	Site-based – single site	29	0	29
2021	ES	Mercy House	FEMA - Costa Mesa	NA	0	Site-based – single site	0	9	9
2021	ES	Radiant Health Centers	Short Term Supportive Housing	HIV	0	Tenant-based – scattered site	0	38	38

The City of Costa Mesa opened an emergency Bridge Shelter at a temporary location in April 2019 with 50 beds, while constructing a permanent shelter location with 70 beds, which opened in April 2021. The permanent Bridge Shelter was built in coordination with the neighboring City of Newport Beach who made a one-time payment of \$1.4 million in capital costs as well as \$200,000 in furniture, fixtures, and equipment for the site. Additionally, Newport Beach will provide \$1 million annually for 20 set-aside beds. The Bridge Shelter assists persons experiencing homelessness with temporary housing along with a variety of programs including: Collaborative Case Management; Housing

Related Support Services (including Coordinated Entry System housing assignments; Housing Search Assistance (linking clients to rental assistance programs and other general housing services); Legal Services; Basic Needs (including food, clothing, and housing/emergency services); Social Services; and Transportation. The permanent Bridge Shelter publishes bi-weekly reports in which they regularly assist approximately 60 to 110+ persons over a two-week span.

### ***Supportive Services***

The City recognizes that certain segments of the population require additional assistance to secure decent housing and supportive services. Special needs groups in Costa Mesa include: seniors, persons with disabilities (including developmental disabilities), persons at-risk of experiencing or experiencing homelessness, and low-income families (including large households and female-headed households). Through the annual action plan process for the CDBG program, the City evaluates the needs of various special needs groups and allocates CDBG Public Service dollars accordingly. The City will continue to expend available CDBG funds in a manner that addresses local needs and augments the regional continuum of care system in Orange County.

Approximately \$1,000,000 in General Fund and Housing Authority (former Redevelopment Agency) resources will be allocated to provide direct outreach services for chronic and situational homeless. Services include engagement, assessment, and linkages to appropriate services and housing. City-paid social workers and community volunteers will provide services.

### ***Rental Housing Assistance***

The City continues to participate in the Orange County Housing Authority's (OCHA) Housing Choice Vouchers program to provide rent subsidies to very low-income households provided funding is available. Costa Mesa does not own or manage public housing. It is anticipated that OCHA will continue to provide rental assistance to approximately 591 Costa Mesa renter households (265 disabled persons, 401 elderly persons, 49 families, 74 homeless at admission and 32 veterans). 89 people are currently on the waitlist.

The City also began offering a Tenant Based Rental Assistance (**TBRA**) program in 2021. This program assists low-income residents with short-term rental assistance to make renting affordable. The program focus is on families with children at risk of homelessness or exiting temporary or bridge shelter housing. The City will continue to evaluate and offer rental housing assistance programs based on the availability of funding.

CDBG and CDBG-CV funding is allocated for rapid rehousing, homelessness prevention and support services. Rapid rehousing is a "housing first" program model that places a household experiencing homelessness directly into an affordable housing unit and provides appropriate supportive services to establish housing stability.

## Gaps within the Current Shelter and Housing Inventory and Service Delivery System

### ***Shelter Gap***

According to the 2019 Orange County Point-In-Time count, there were 193 individuals experiencing homelessness in the City of Costa Mesa. As a result, the City opened up a temporary shelter with 50 beds available. In 2021, the City closed its temporary shelter and opened its 72 bed permanent Bridge Shelter in the City of Costa Mesa. The resulting gap as illustrated in Table 4 is an estimated need for 181 additional shelter beds. However, on the night of the Point In Time count, 211 Emergency Shelter and Transitional Housing beds remained vacant in Orange County's Central SPA, which points to possible gaps in the service delivery system.

### ***Tenant-Based Rental Assistance Gap***

The City of Costa Mesa provided \$300,000 in HOME funds for a TBRA program in 2021. As of the current date, approximately 9% of the funds have provided assistance to three Costa Mesa families. The City continues to participate in the Orange County Housing Authority's (OCHA) Housing Choice Vouchers program to provide rent subsidies to very low-income households provided funding is available. Costa Mesa does not own or manage public housing. It is anticipated that OCHA will continue to provide rental assistance to approximately 591 Costa Mesa renter households (265 disabled persons, 401 elderly persons, 49 families, 74 homeless at admission and 32 veterans). 89 people are currently on the waitlist.

Consultation feedback and information available about the vacancy rate in the City of Costa Mesa (2.8% according to the 2020 ACS), points to a more profound gap in the available rental units than the availability of tenant based rental assistance.

### ***Affordable and Permanent Supportive Rental Housing Gap***

As identified in Table 5 in this document, there is a need for 10,915 affordable units in the City of Costa Mesa, and only 1,290 units that meet this description. Of the 10,915 that are needed, 5,310 units are needed for households with incomes at or below 30% of the Orange County Area Median Income (AMI) and 4,315 units are need for households with incomes between 30% and 50% AMI.

Of the 89 people currently on the waitlist for Housing Choice Vouchers through the Orange County Housing Authority (OCHA), there are 30 disabled persons, 34 elderly persons and 16 currently homeless. These populations have a higher success rate in maintaining housing with supportive services. According to The Corporation for Supportive Housing (CSH) [www.csh.org](http://www.csh.org), the State of California needs approximately 30,000 permanent supportive housing units to resolve chronic homelessness. If you divide that number by the total population of California and then multiply it by the population of Costa Mesa, the gap for permanent supportive housing in Costa Mesa equals 845 units.

### ***Service Delivery System Gap***

Consultation with organizations having experience with providing services to the qualifying populations revealed service delivery system gaps including case management, connecting individuals with employment opportunities with sufficient income to afford housing, lack of transportation, move-in assistance, and mental health and substance abuse treatment availability. Service providers also identified that there was a lack of availability of funding for capacity building for their organizations.

### **Characteristics of Housing Associated with Instability and an Increased Risk of Homelessness**

At Greatest Risk of Housing Instability is defined as household who meets either paragraph below:

Has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs);

Has annual income that is less than or equal to 50% of the area median income, as determined by HUD AND meets one of the following conditions from paragraph iii of the “At risk of homelessness” definition established at 24 CFR 91.5

- Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance
- Is living in the home of another because of economic hardship
- Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance
- Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State or local government programs for low-income individuals



- Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons per room, as defined by the U.S. Census Bureau
- Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan

### Priority Needs for Qualifying Populations

The analysis of the 2019 Point in Time count, CHAS data, ACS data, and consultation with various agencies identified the priority needs for qualifying populations in Costa Mesa as:

- Development of affordable housing, including permanent supportive housing; and
- Housing-related supportive services for qualifying populations

### How the level of need and gaps in its shelter and housing inventory and service delivery systems were determined

The City of Costa Mesa analyzed several data sources to determine the needs and gaps in the shelter and housing inventory and service delivery systems. First, city-level data was gleaned from the 2019 Orange County Point in Time Count and then the 2014-2018 American Community Survey (ACS) and the 2014-2018 Comprehensive Housing Affordability Strategy (CHAS). The Costa Mesa 2020-2024 Consolidated Plan, Regional Housing Needs Allocation (RHNA), 2022 Costa Mesa Housing Element and 2020-2024 Orange County Analysis of Impediments were also reviewed for data to contribute to the needs assessment and gaps analysis for the HOME-ARP Allocation Plan.

Current services provided by the City of Costa Mesa and in collaboration with the County of Orange (OCHA) for the qualifying populations were analyzed and feedback obtained from a virtual meeting, in-person meeting, public hearing and comment period, and completed surveys all were included in the analysis to determine the level of need and gaps in shelter and housing inventory and service delivery systems in Costa Mesa.

## PROPOSED HOME-ARP ACTIVITIES

### Method for Soliciting Applications for Funding and/or Selecting Developers, Service Providers, Subrecipients and/or Contractors

The City of Costa Mesa (City) will be soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors by issuing a Request for Proposals (RFP) for the development and support of affordable housing and/or the provision of supportive services, either as a separate activity or in combination with other HOME-ARP activities.

The Request for Proposals will be announced through notices to the following parties:

- Current and past CDBG Subrecipients
- Interested Developers and Nonprofit Organizations
- 2-1-1 OC
- Public Notice in the local Newspaper
- Published on [www.Planetbids.com](http://www.Planetbids.com)

A qualified developer, service provider, subrecipient and/or contractor (Applicant) shall complete and submit the Proposal for HOME-ARP funds and prepare all required attachments and exhibits. After the deadline for the RFP, the Development Services staff shall review the proposal(s) to determine that the minimum program and RFP requirements are met (minimum threshold review) and the proposal(s) is eligible under HUD CPD Notice 21-10. Proposals that do not meet the minimum threshold review will be considered non-responsive. If the proposal(s) meets the minimum threshold review, Development Services and Homeless Services staff will form a Review Panel.

Using scoring and selection criteria provided in the RFP, the Review Panel shall determine whether the proposal(s) is recommended for approval.

Before any HOME-ARP funds are committed to an affordable housing project, the project will be evaluated to determine the amount of HOME-ARP capital subsidy and operating cost assistance necessary to provide quality affordable housing that meets the requirements of HUD CDP Notice 21-10 and is financially viable throughout the minimum 15-year HOME-ARP compliance period.

The City will not restrict the eligibility/availability of proposals that may be submitted to the City under the RFP that will be issued to solicit applications for funding and/or selecting developers, service providers, subrecipients and/or contractors for the use of HOME-ARP program funds. The City cannot anticipate if proposals will be submitted for eligible projects under Supportive Services or for the Development of Affordable Rental

Housing category because the solicitation is going to be available for either type of project. The City also does not want to limit the possibility of proposals for either eligible activity. Therefore, HOME-ARP funds may be allocated to either Supportive Services and/or Development of Affordable Rental Housing based on proposals that the City receives in response to the RFP solicitation process. After the City has selected a proposal(s), the City will adjust the amount of funding allocated in either category, not to exceed to total HOME-ARP allocation or an amount that would trigger a substantial amendment per the City's Citizen Participation Plan or the HUD CDP 21-10 Notice.

#### ***Use of HOME-ARP Funding:***

<b>Eligible Activities</b>	<b>Funding Amount</b>	<b>Percent of the Grant</b>	<b>Statutory Limit</b>
Acquisition and Development of Non-Congregate Shelters	\$		
Tenant Based Rental Assistance (TBRA)	\$		
Development of Affordable Rental Housing	\$ 544,231		
Supportive Services	\$ 1,000,000		
Non-Profit Operating	\$	%	5%
Non-Profit Capacity Building	\$	%	5%
Administration and Planning	\$ 272,511	%	15%
<b>Total HOME-ARP Allocation</b>	<b>\$1,816,742</b>		

**Table 6 – Use of HOME-ARP Funding**

*The City of Costa will not directly administer HOME-ARP activities beyond program administration and planning and no subrecipients or contractors are responsible for program administration and planning on behalf of the City.*

#### **Rationale for Uses of HOME-ARP Funding**

The vacancy rate of rental units in the City of Costa Mesa according to the 2018 ACS is 2.8%. The actual vacancy rate in 2022 has been suggested to be closer to 1.8%. The number of units available, the high cost of rent and the volume of cost burdened and severely cost burdened renters is a prime indicator for the use of HOME-ARP funds for the development of affordable rental housing.

The City's homeless strategy is based on the proposition that it is less expensive and disruptive for a household to remain housed in their existing home than to be rehoused. To this end, the City's focuses its resources on agencies that provide various safety-net services to prevent households from becoming homeless. Although the City already supports programs that provide supportive services to the HOME-ARP qualifying populations, the gap and needs analysis provided in this document reveal the need for additional support services to increase the opportunity and stability for low-income individuals to obtain and maintain housing.

## **HOME-ARP PRODUCTION HOUSING GOALS**

### **Affordable Rental Housing Production Estimate and Goals**

The estimated number of affordable rental housing units that will be produced or supported with the City's HOME-ARP allocation cannot be calculated until after the RFP process is completed. The number will depend on the number of proposed projects received and the required funding to complete any or all of those projects. It will also depend on the type of proposals received since our request will be for both Affordable Housing projects as well as Supportive Services projects.

California's Regional Housing Needs assessment (RHNA) is the basis for determining future housing need by income category, within the state and is based on growth in population, households, and employment. The City of Costa Mesa's RHNA allocation is divided among four income categories which are benchmarked on the County of Orange's median income for a family of four. Costa Mesa's RHNA Allocation for the 2021-2029 Planning Period for Very Low Income 0-50% MFI is 2,919 units and Low Income 51-80% MFI 1,794 units. The City's goal is to make as much progress toward the City's RHNA requirement as possible with the HOME-ARP funding that is available.

## **PREFERENCES**

The City does not intend to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project.

## **HOME-ARP REFINANCING GUIDELINES**

The City of Costa Mesa will not utilize HOME-ARP funds for refinancing of properties that may be rehabilitated with HOME-ARP funds.

## **ATTACHMENTS**

Attachment 1: Public Hearing and Comment Period Public Notice  
HUD Certifications and SF-424

CITY OF COSTA MESA  
HOME-ARP ALLOCATION PLAN  
FY2021 ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT  
**PUBLIC PARTICIPATION**

DRAFT

CITY OF COSTA MESA  
HOME-ARP ALLOCATION PLAN  
FY2021 ANNUAL ACTION PLAN SUBSTANTIAL AMENDMENT  
**CERTIFICATIONS AND 424 FORMS**

DRAFT



**PUBLIC NOTICE  
NOTICE OF 15-DAY PUBLIC COMMENT PERIOD AND PUBLIC HEARING TO BE HELD BY  
THE CITY OF COSTA MESA REGARDING SUBMISSION OF THE  
HOME-AMERICAN RESCUE PLAN (ARP) ALLOCATION PLAN,  
A SUBSTANTIAL AMENDMENT TO THE 2021-2022 ANNUAL ACTION PLAN**

NOTICE IS HEREBY GIVEN that the City of Costa Mesa City Council will hold a public comment period and public hearing for the HOME-ARP Allocation Plan, a Substantial Amendment to the 2021-2022 Annual Action Plan, in compliance with federal regulations (24 CFR 91).

On March 11, 2021, the American Rescue Plan Act of 2021 (ARP) was signed into law and allocated federal ARP funds to local cities through the HOME Investment Partnerships Program (HOME). As a recipient of HOME funds, the City of Costa Mesa is eligible to receive a HOME-ARP allocation in the amount of \$1,816,742. To receive its HOME-ARP funds, the City must develop a HOME-ARP Allocation Plan and submit a HOME-ARP Allocation Plan to HUD as a substantial amendment to the City's previously approved Fiscal Year 2021-2022 Annual Action Plan. The HOME-ARP Allocation Plan describes how the City intends to distribute HOME-ARP funds to address the needs of qualifying populations. The City has prepared a HOME-ARP Allocation Plan, a Substantial Amendment to its 2021-2022 Annual Action Plan, which is now available for public review. The Allocation Plan proposes the use of HOME-ARP funds for the following:

Proposed HOME-ARP Activity

- Supportive Services for persons at-risk and/or experiencing homelessness
- Development of Affordable Housing
- Program administration

**15-Day Public Comment Period**

The City is required to make a draft of the HOME-ARP Allocation Plan available for public review for 15 days. The required 15-day public comment period will begin April 18, 2022 and end at 12 PM on May 3, 2022. The draft HOME-ARP Allocation Plan is available for public review at the public counter at Costa Mesa City Hall 2<sup>nd</sup> Floor – 77 Fair Drive, Costa Mesa, CA. City Hall is open Monday through Thursday and alternating Fridays, 8 AM to 5 PM. The draft is also posted on the City's website: <https://www.costamesaca.gov/city-hall/city-departments/development-services/housing-and-community-development>. Written comments regarding the Allocation Plan must be submitted to the attention of Mikelle Daily at Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626 or by email to [HCD@costamesaca.gov](mailto:HCD@costamesaca.gov). All written comments must be received by the City no later than 12 PM May 3, 2022.

**Public Hearing**

The City is required to hold a public hearing regarding the HOME-ARP Allocation Plan, a Substantial Amendment to the 2021-2022 Annual Action Plan. **NOTICE IS GIVEN** that the Costa Mesa City Council will hold a public hearing at its regular meeting on **Tuesday, May 3, 2022**, at 7:00 PM or as soon as possible thereafter, at Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, California.

**Public Comments:**

Members of the public wishing to participate in the meeting may find instructions to participate on the agenda. Members of the public may also submit written comments via email to the City Clerk at [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov) and they will be provided to the City Council, made available to the public, and will be part of the meeting record. Any written communications, photos or other materials for copying and distribution to the City Council that are 10 pages or less, can be emailed to the [cityclerk@costamesaca.gov](mailto:cityclerk@costamesaca.gov), submitted to the City Clerk's Office on a flash drive, or mailed to the City/Clerk's Office. Kindly submit materials to the City Clerk **AS EARLY AS POSSIBLE, BUT NO LATER THAN 12:00PM** on the day of the hearing, **May 3, 2022**. All materials, 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 note that materials submitted by the public that are deemed appropriate for general audiences will not be redacted in any way and will be posted online as submitted, including any personal contact information. For further assistance, contact the City Clerk's Office at (714)754-5225. The

City Council agenda and related documents may also be viewed on the City's website at <http://costamesaca.gov/>. 72 hours prior to the public hearing date. **IF THE AFOREMENTIONED ACTION IS CHALLENGED IN COURT**, the challenge may be limited to only those issues raised at the public hearing described in the notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

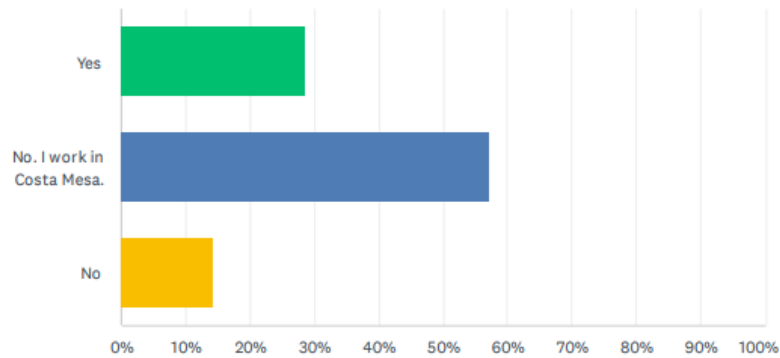
Brenda Green, City Clerk, City of Costa Mesa

Publish: April 17, 2022

## HOME-ARP Funding Survey for those who live and work in Costa Mesa

## Q1 Are you a resident of Costa Mesa?

Answered: 21 Skipped: 0

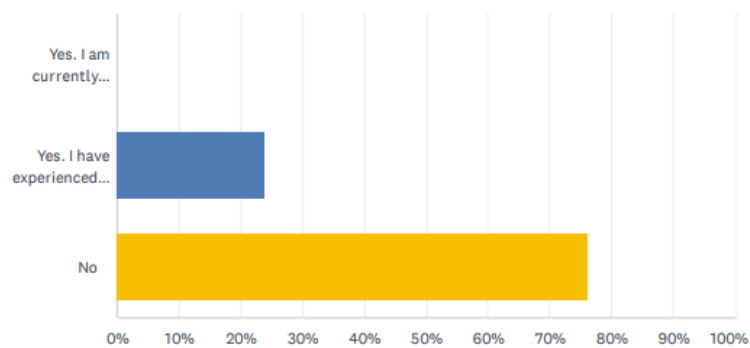


ANSWER CHOICES	RESPONSES	
Yes	28.57%	6
No. I work in Costa Mesa.	57.14%	12
No	14.29%	3
<b>TOTAL</b>		<b>21</b>

## HOME-ARP Funding Survey for those who live and work in Costa Mesa

## Q2 Are you currently or have you ever experienced homelessness?

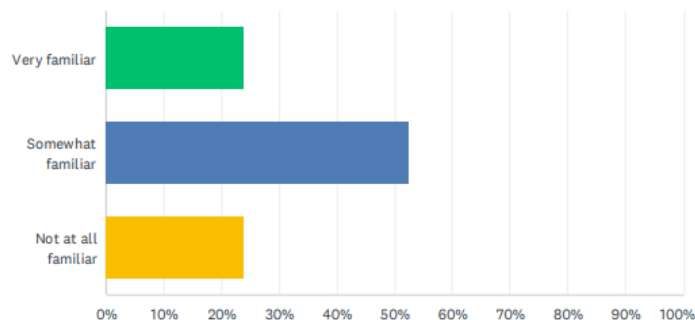
Answered: 21 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes. I am currently homeless.	0.00%	0
Yes. I have experienced homelessness in the past.	23.81%	5
No	76.19%	16
<b>TOTAL</b>		<b>21</b>

### Q3 How familiar are you with the HOME-ARP program?

Answered: 21 Skipped: 0

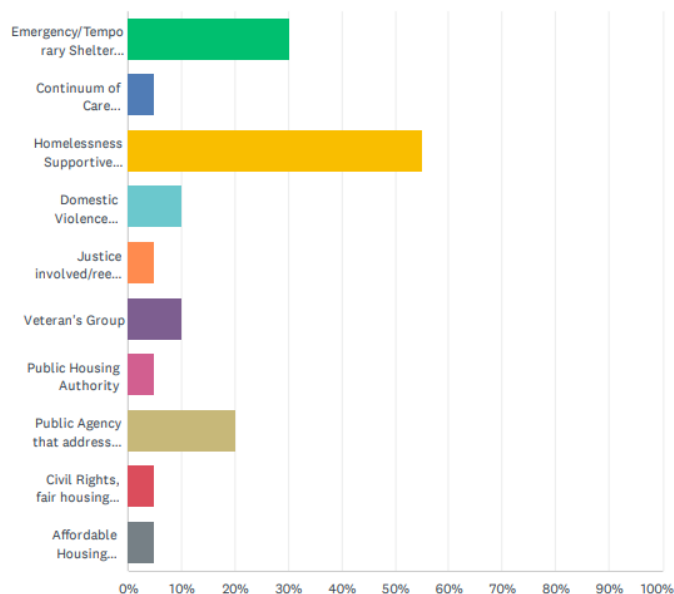


ANSWER CHOICES	RESPONSES	
Very familiar	23.81%	5
Somewhat familiar	52.38%	11
Not at all familiar	23.81%	5
TOTAL		21

HOME-ARP Funding Survey for those who live and work in Costa Mesa

### Q4 Do you work or volunteer for an organization that serves individuals/families who are homeless; at-risk of homelessness; fleeing domestic violence, sexual assault, stalking or human trafficking; veterans; families; or other vulnerable populations? (If YES, please check the organization below)

Answered: 20 Skipped: 1



HOME-ARP Funding Survey for those who live and work in Costa Mesa

ANSWER CHOICES	RESPONSES	
Emergency/Temporary Shelter Provider	30.00%	6
Continuum of Care Administrative Entity	5.00%	1
Homelessness Supportive Services Provider	55.00%	11
Domestic Violence Service Provider	10.00%	2
Justice involved/reentry services organization	5.00%	1
Veteran's Group	10.00%	2
Public Housing Authority	5.00%	1
Public Agency that addresses the needs of vulnerable populations	20.00%	4
Civil Rights, fair housing, or disability rights organization	5.00%	1
Affordable Housing Developer	5.00%	1
Total Respondents: 20		

HOME-ARP Funding Survey for those who live and work in Costa Mesa

**Q5 What is your organization's geographic service area? (i.e. Orange County, City of Costa Mesa, Zip Code, Neighborhood)**

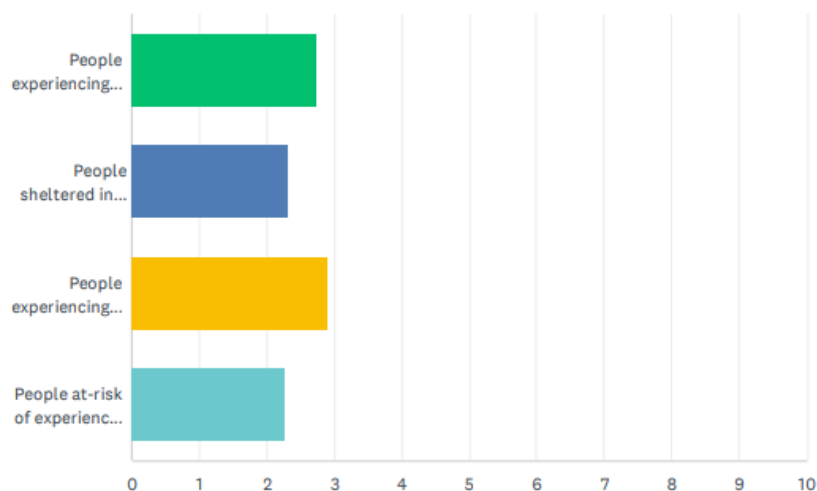
Answered: 20 Skipped: 1

Orange County – 12

Costa Mesa - 8

**Q6 Among the following who are eligible for HOME-ARP funding, where is the most need in your community? Please rank the following options (1 is highest need)**

Answered: 20 Skipped: 1

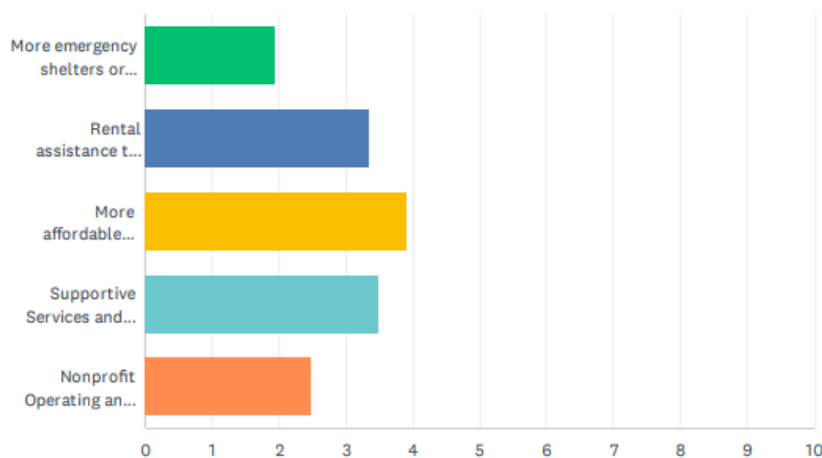


	1	2	3	4	TOTAL	SCORE
People experiencing unsheltered/street homelessness	22.22% 4	44.44% 8	16.67% 3	16.67% 3	18	2.72
People sheltered in emergency shelter and needing permanent housing	21.05% 4	15.79% 3	36.84% 7	26.32% 5	19	2.32
People experiencing chronic homelessness and needing permanent supportive housing	38.89% 7	27.78% 5	16.67% 3	16.67% 3	18	2.89
People at-risk of experiencing homelessness, needing homelessness prevention services	26.32% 5	10.53% 2	26.32% 5	36.84% 7	19	2.26



Q7 Please rank the following needs in the City of Costa Mesa from highest priority to lowest priority for individuals experiencing homelessness or at risk of homelessness? (1 is highest, 5 is lowest needed)

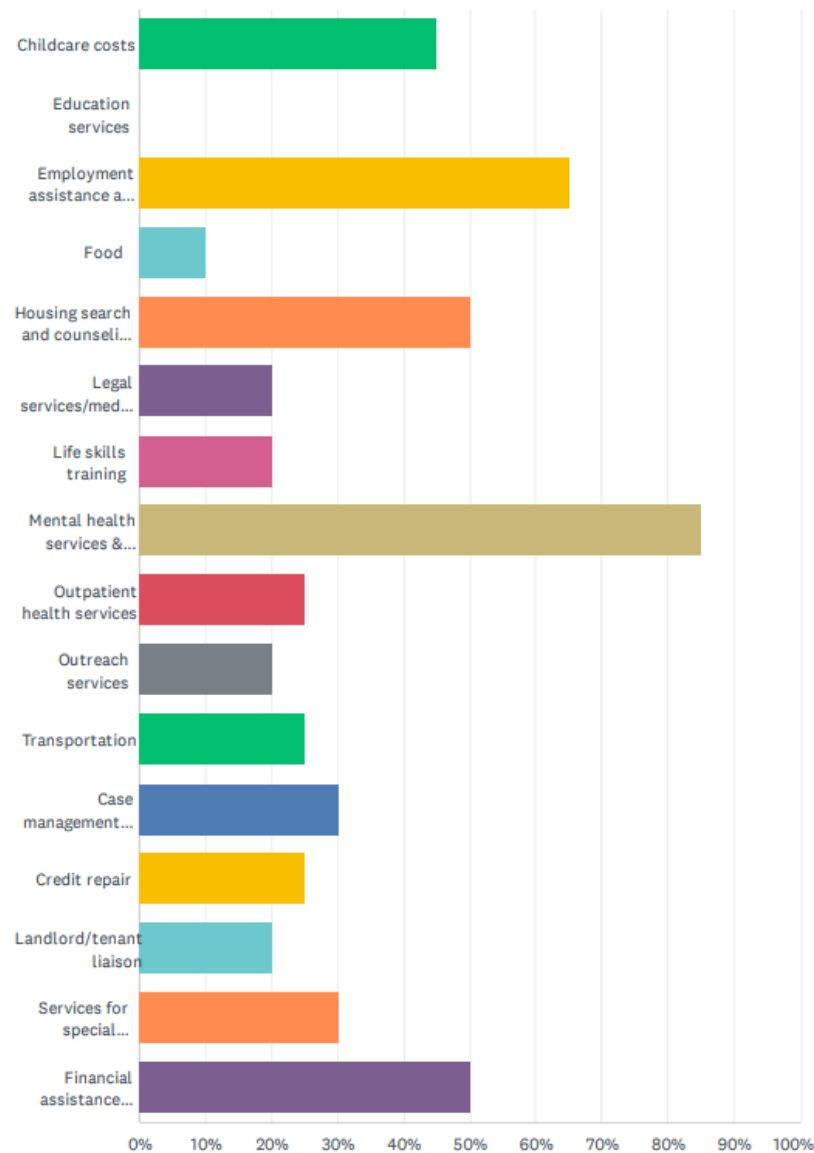
Answered: 21 Skipped: 0



	1	2	3	4	5	TOTAL	SCORE
More emergency shelters or beds	0.00% 0	9.52% 2	19.05% 4	28.57% 6	42.86% 9	21	1.95
Rental assistance to help prevent people from losing their housing	10.00% 2	40.00% 8	35.00% 7	5.00% 1	10.00% 2	20	3.35
More affordable housing units with supportive services	50.00% 10	20.00% 4	5.00% 1	20.00% 4	5.00% 1	20	3.90
Supportive Services and/or Move-in Assistance for persons experiencing homelessness	20.00% 4	30.00% 6	30.00% 6	20.00% 4	0.00% 0	20	3.50
Nonprofit Operating and Capacity Building Assistance (only 5% of funding is eligible)	23.81% 5	0.00% 0	14.29% 3	23.81% 5	38.10% 8	21	2.48

Q8 Among the following services, where are the largest gaps (difference between resources available and people needing those resources) in your community's homelessness response system? Please identify the top 5

Answered: 20 Skipped: 1

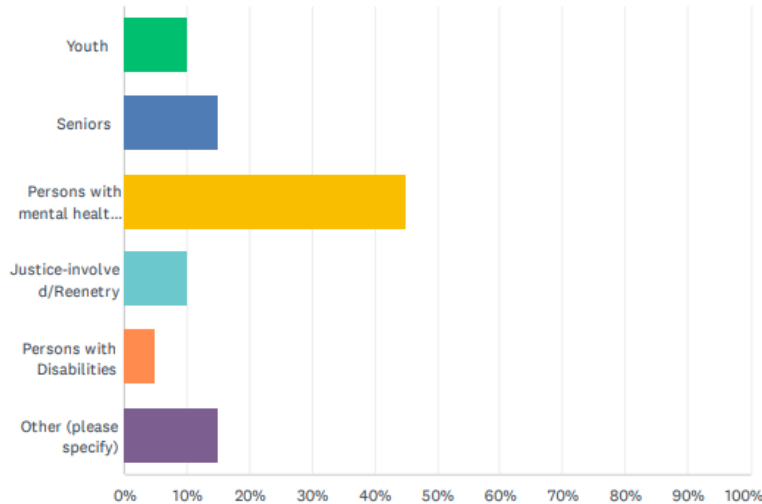


HOME-ARP Funding Survey for those who live and work in Costa Mesa

ANSWER CHOICES	RESPONSES	
Childcare costs	45.00%	9
Education services	0.00%	0
Employment assistance and job training	65.00%	13
Food	10.00%	2
Housing search and counseling services	50.00%	10
Legal services/mediation	20.00%	4
Life skills training	20.00%	4
Mental health services & Substance abuse treatment	85.00%	17
Outpatient health services	25.00%	5
Outreach services	20.00%	4
Transportation	25.00%	5
Case management mediation	30.00%	6
Credit repair	25.00%	5
Landlord/tenant liaison	20.00%	4
Services for special populations	30.00%	6
Financial assistance costs (including rental application fees, security deposits, utility deposits, payment of rental arrears)	50.00%	10
Total Respondents: 20		

**Q9 Among members of your community who are in the Qualifying Populations, please identify the group that is most likely to face additional barriers to ending their homelessness.**

Answered: 20 Skipped: 1



ANSWER CHOICES	RESPONSES	
Youth	10.00%	2
Seniors	15.00%	3
Persons with mental health conditions or substance use disorders	45.00%	9
Justice-involved/Reentry	10.00%	2
Persons with Disabilities	5.00%	1
Other (please specify)	15.00%	3
<b>TOTAL</b>		<b>20</b>

**Q10 Are there specific racial and ethnic groups, cultural groups, cultural and/or linguistic communities that are not being reached through the homeless service system in Costa Mesa?**

Answered: 15 Skipped: 6

No – 5

Unknown – 2

Drug addicts – 1

BIPOC communities – 1

Hispanic/Spanish Population - 6

**Q11 Please provide any additional feedback regarding the allocation of HOME-ARP funds here.**

Answered: 9 Skipped: 12

“We need permanent supportive housing.”

“Please consider more housing support – it’s not enough to have more shelter beds without housing. More shelter beds = more bottleneck in the system without permanent housing. Additionally, support of services in housing that promote economic mobility and flow through housing can ensure we can serve more families.”

“Get as many people involved as possible. Make sure that all are involved as more than just the available Home-Arp funds will be needed.”

“Costa Mesa has a great Network of businesses, City, Nonprofits who work in collaboration to help end homelessness. The big challenge is the lack of affordable units, robust mental health support and affordable addition, detox and recovery units.”

“Mental Health law changes around mandatory 30 or 60 day hold must change to help those that cannot see they need help and medication.”

“I will be reaching out to city hall tomorrow, I am in desperate need of assistance. I was unrightfully terminated for a job that I was employed with for 9 days, and I feel I was discriminated due to my disability. I applied for unemployment and I was denied benefits because my previous employer said that I quit voluntarily and has misconduct. I filed an appeal and mailed submitted numerous documents to the Appeal Board, but I have not heard anything back from EDD. I have not been able to cover my portion of rent and owe almost \$10,000. The leasing office helped me apply for the CA Covid Rent Relief in Febuary, and I call them twice a week and they are stating that my claim is expidited but I have not gotten any response back from my case manager. I am now recieving food stamps and have almost gone through all of my savings over the past three months. I desprately need your help to obtain rental assistance because I am newly diagnosed with bi-polar disorder and this situation is causing me major distress. I look forward to talking with you.”



# City of Costa Mesa

## Agenda Report

77 Fair Drive  
Costa Mesa, CA 92626

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**File #:** 22-639

**Meeting Date:** 5/3/2022

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**TITLE:**

RESIDENTIAL PERMIT PARKING PROGRAM

**DEPARTMENT:** PUBLIC SERVICES DEPARTMENT/ TRANSPORTATION  
SERVICES DIVISION

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

**CONTACT INFORMATION:** JENNIFER ROSALES, TRANSPORTATION SERVICES  
MANAGER (714) 754-5343

**RECOMMENDATION:**

Staff recommends the City Council:

1. Approve revised Residential Permit Parking program guidelines and policies.
2. Approve an annual residential parking permit fee with an escalating rate structure and discount for qualifying low-income residents.
3. Authorize staff and the City Attorney to initiate amendments to the Costa Mesa Municipal Code (CMMC) incorporating proposed changes to the Residential Permit Parking program and return to City Council for approval through the Public Hearing process.

**BACKGROUND:**

The most recent guidelines for the City of Costa Mesa's Residential Permit Parking program (RPP) were adopted in January 2016 (Attachment 2). The purpose of the RPP program is to help relieve parking congestion on public streets adjacent to impacted residential areas by vehicles unrelated to the neighborhood.

Key components of the existing Residential Permit Parking program include:

- Considered only in R-1 zones on a street by street basis;
- Eligible household is defined as a single family or multi-family residence along the designated permit parking street as well as single family residence located in a mixed-use neighborhood located within 250 feet of a permit parking street;
- Parking survey that identifies neighborhood parking demand of 70 percent or more of all available parking is considered significant;
- Petition signed by a majority of households is required for installation or removal of the program;
- Up to three (3) permits per household; and



- One hundred (100) guest parking permits per household issued per year.

In recent years, the parking demands from single-family residential, multi-family residential, and commercial parking shortages have caused significant parking impacts on other adjacent residential neighborhoods where residents are unable to park on streets adjacent to their homes. The City has received significant feedback from both residents and business owners related to limited parking on public streets.

Several factors have contributed to the increase of significant parking impacts including a growing number of vehicles per household, older neighborhoods originally designed for a lower parking demand, insufficient parking within multi-family communities, and the use of garages for storage. In addition, when a single-family street becomes a newly designated residential permit parking street, vehicles utilizing this street for parking are displaced and moved to other nearby streets. Often, streets designated with residential permit parking become much less utilized since residents not living on that street are displaced and are then required to find parking elsewhere resulting in a new set of parking challenges in adjacent neighborhoods. This sequence of events creates unintended cascading impacts on surrounding streets.

A Professional Services Agreement with Dixon Resources Unlimited for the Citywide Parking Study of the Residential Permit Parking program was approved by the City Council on January 21, 2020 to identify viable solutions including both short-term and long-term solutions to parking impacted neighborhoods. The study objectives include:

- Actively engage stakeholders;
- Holistically understand parking challenges;
- Evaluate the Residential Permit Parking program; and
- Develop recommendations that will have an immediate as well as long-term impact on the City's parking operations.

The scope of work included extensive stakeholder input, a parking analysis of existing and future parking conditions, alternative parking management strategies and an implementation plan. In April 2020, the project was put on hold and defunded due to financial impacts from the COVID-19 pandemic. In the City's approved Capital Improvement Project fund for fiscal year (FY) 20-21, the project funding was restored. The Citywide Parking Study project was reinitiated with Dixon Resources Unlimited in October 2020 when students returned to campus for in-person learning and traffic patterns returned to more typical levels.

### **ANALYSIS:**

The Citywide Parking Study includes a review of existing conditions, current parking policies, extensive data collection and analysis, and community outreach. The on-street parking data collection was conducted in the residential areas of City Council Districts 4 and 5 and approximately 650 blocks were observed consisting of a total inventory of 10,531 spaces. Data collection occurred over two days in October 2020 including weekday and weekend to compare occupancy and turnover rates.

An online Citywide Residential Parking Survey was conducted from March 13, 2021 to April 18, 2021. The purpose of the survey was to gather initial feedback about residential on-street parking including

existing policies and programs. The survey was available online with English and Spanish language options. The City received 356 total responses and four percent took the survey in Spanish.

The City hosted four virtual community outreach meetings to provide information about the project and to solicit feedback from residents. The presentation slides were offered in both English and Spanish, and a Spanish translator was present during the meetings.

The community outreach meetings were held on the following dates:

- March 15, 2021 at 6:00 p.m.
- March 31, 2021 at 6:00 p.m.
- June 30, 2021 at 6:00 p.m.
- September 28, 2021 at 6:00 p.m.

Over 100 residents participated in the community outreach meetings. Results from the surveys and data collection are included in Attachment 3.

Several recommendations were developed taking into consideration the data collection results, community outreach feedback, residential parking survey, industry best practices, and the 2016 California State Attorney General opinion. These recommendations are meant to address the current and long-term residential parking and mobility challenges in Costa Mesa. Initial steps recommended for the RPP program will provide immediate parking management benefits and establish the basis for future improvements. The guiding principles employed in the development of the City's RPP program include:

- **Equitable access:** Develop equitable programs that appropriately balance the parking needs of all residents, businesses, and visitors, while enabling the on-street parking supply to serve the community fairly, and enhance access for all.
- **Sustainable solutions:** Implement financially sustainable strategies that modernize and streamline parking program management.
- **Efficient program management:** Create an efficient and adaptable parking system that is optimized for the City's current needs, but can be incrementally updated and adjusted over time.

The following are goals and priorities identified for the parking program:

- Align the RPP program with the Attorney General's opinion and develop an equitable solution that serves the needs of all Costa Mesa residents. The 2016 California Attorney General's opinion (#14-304), states ***"In issuing long-term residential parking permits, local authorities may not distinguish among residents based on the type of dwelling in which they live."***
- Improve parking demand management. This includes addressing local neighborhood parking challenges and the parking demand generated by commercial areas.
- Improve mobility and promote alternative transportation options. Promoting alternatives to driving alone can lower parking demand, reduce vehicle miles traveled (VMT), and is better for the environment.
- Address spillover impacts and optimize on-street parking supply utilization. There is often an

imbalanced distribution of parking demand due to spillover parking impacts from permit parking restrictions.

- Streamline and modernize the RPP program. This includes utilizing technology to automate and enhance permit applications, approval process and enforcement of permit parking.

Several recommendation options and strategies were developed for the RPP program. These include:

- Implementation of a revised RPP program.
- Future RPP permit zones limited to external parking impacts: residents near commercial areas, OC Fair, and near City boundaries.
- Changes to permit eligibility and permit maximums.
- Annual RPP permit fee and low cost options.
- Implementation of an automated permit management system.
- Implementation of mobile license plate recognition cameras, and transition to virtually managed permits.
- Ongoing enforcement staffing adjustments based on data.
- Branding and marketing.
- Longer term shared parking agreements.
- Promote and enhance alternative transportation modes for walking and biking.

Feedback from residents regarding proposed recommendation options was obtained during the fourth community outreach meeting held on September 28, 2021. Over 40 community members attended this meeting via zoom. Several residents expressed support for implementing a residential parking permit fee and in favor of keeping a residential permit parking program. Residents on existing residential permit parking streets inquired about potential needs for re-applying and about any renewal priorities. Other topics discussed included virtual permits, parking enforcement, shared parking opportunities, utilization of off-street parking, and increasing housing density.

Based on the public input received at the fourth community outreach meeting, a proposed phased renewal process is recommended for existing residential permit parking streets and application for potential new streets into the program. The existing residential permit parking streets with and without existing external parking impacts, which include commercial businesses, entertainment and event facilities, and educational institutions are shown in Attachment 4.

Proposed recommendations for the RPP program were presented to the City Council in a study session on November 9, 2021. Based on City Council direction, staff is recommending approval of revised RPP Program Guidelines (Attachment 1) and approval of recommendations for implementing the proposed Residential Parking Action Plan. The proposed Residential Parking Action Plan is provided in Attachment 5.

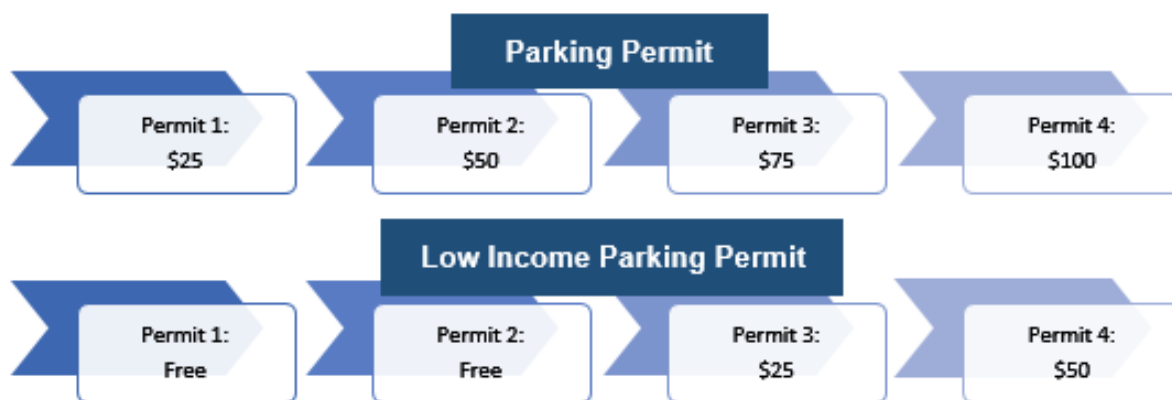
The revised RPP Program Guidelines (Attachment 1) for consideration include the following key components:

- Revised permit eligibility to include Costa Mesa residents of all housing types in compliance with the 2016 California Attorney General's opinion and remove the limitation of the program to

only single family, R-1 zones.

- Establish RPP eligibility zones only in areas experiencing external parking demand, which includes impacts from commercial areas, neighboring cities, the Orange County Fairgrounds, schools, and recreational facilities.
- Establish a neighborhood permit zone system with a minimum of 2,000 feet (both sides of the street included) which is about four blocks instead of on a street-by-street basis.
- Continue to require a petition for new permit zones with support from majority of households (minimum 51 percent) to form a new zone.
- For petitions in rental complexes, the residents, property managers, and property owners will participate in the petition survey. If the units in a multi-family property are individually owned, each owner would be included in the petitioning.
- Continue 70% parking occupancy threshold of all available on-street parking and visible off-street parking for consideration of new permit zones.
- Implement an annual permit fee structure with an escalating rate structure and low cost permits for qualifying low income residents.
- Replace a maximum of three (3) permits per household limit, with one (1) permit per eligible driver.
- Develop a phased renewal process for existing residential parking permit streets.
- Continue to require a petition for removal of residential permit parking restriction with a minimum of 51 percent of more households support for such action.
- Continue to provide annual guest permits to eligible residents at a maximum of 100 guest permits per year.

Currently, the City of Costa Mesa does not recover any of the costs associated with parking permits. In order for the program to become financially sustainable, and for the City to make investments in modernizing the program, an annual fee for residential parking permits is recommended. An escalating permit rate structure is recommended starting at \$25 annually for the first permit. For households with multiple drivers, additional permits are recommended at a higher premium rate. The rate structure is similar to the rates in neighboring Southern California cities.



A discounted rate option is recommended to qualifying low-income residents.

Staff recommends that residential parking permit fees be reviewed annually to determine whether the City's costs are being recovered and whether the cost structure is effective at discouraging excessive permits. In addition, the cost of providing ongoing enforcement to provide enough consistency and coverage to encourage compliance is recommended to be reviewed annually. These permit fees are aimed to make the RPP program cost-neutral, covering only the administrative costs necessary for the City to efficiently manage and enforce the program.

In order to implement many of the near term recommendations of the proposed Residential Parking Action Plan, new technology investments are recommended to efficiently manage the new RPP program, which includes an automated Permit Management System (PMS) and License Plate Recognition (LPR) cameras. These systems will streamline the management and enforcement of the RPP program.

The following are near-term recommendations to implement the proposed Residential Parking Action Plan:

- Approve the proposed RPP program guidelines and policies.
- Approve an annual residential permit fee with escalating rate structure and discount for qualifying low-income residents.
- Approve a Citywide Residential Parking Permit Program Implementation Project for inclusion in the City's Fiscal Year (FY) 22-23 Capital Improvement Project budget in the amount of \$220,000 which includes:
  - Consulting services of Dixon Resources Unlimited to assist with the program implementation.
  - Purchase and development of an automated permit management system for the RPP program.
  - Purchase of License Plate Recognition (LPR) cameras for installation on two vehicles.
  - Public outreach and education.
  - Program branding and marketing materials.
  - Signage.

The time frame estimated to complete the implementation steps outlined in the near-term recommendations is six to nine (6-9) months from approval and funding.

After the implementation of the near-term recommendations for the RPP program, a phased renewal process is recommended for existing residential permit parking streets and application for potential new streets into the program.

Renewal Phase 1 (Estimated time frame of one to three (1-3) months after near-term implementation): Existing RPP zones with external parking impacts and commercial parking impacts. These include:

- Impacts from neighboring cities (Newport Beach, Santa Ana, and Huntington Beach).
- Orange County Fairgrounds.
- Commercial parking demand.

- Schools and recreation facilities

Renewal Phase 2 (Estimated time frame of 6-12 months after near-term implementation): Existing RPP zones with only residential parking demand (without external impacts) will be evaluated for renewal based on the following criteria:

- Zones must confirm their interest in participating in the RPP program by providing a petition signed by 51% of residents.
- Existing zones will be required to re-apply for the RPP zone, and will be re-evaluated under the new permit zone guidelines. The City will contact and notify these zones of the required action.
- Existing zones that are required to re-apply, and do so within 6 months will be given re-evaluation priority. If a zone has not re-applied after 6 months of notification, the zone will be removed.

Existing RPP zones will not be enforced until 1) the zone is renewed, 2) residents have been notified of the renewal, and 3) at least 50% of eligible households receive a permit under the new permit guidelines. Regardless of the phase in which a zone is renewed, all RPP zone residents will be required to meet the new eligible driver criteria and permits will be subject to the permit fee rate structure.

### **ALTERNATIVES:**

The City Council could consider other alternatives such as retaining the current program with modifications to address the 2016 Attorney General opinion, elimination of residential permit parking program, any other changes to proposed recommendations, or deferring funding for the implementation project to a future fiscal year. Staff does not recommend retaining the current program as it will continue to exacerbate the issues by pushing parking impacts to other neighborhoods. Elimination of RPP program is not supported by several members of the community.

### **FISCAL REVIEW:**

If funding is approved, the initial implementation cost for new Citywide Residential Permit Parking program estimated at \$220,000, will be included in the FY2022-23 Capital Improvement Program Budget. Future operating costs of the program will be funded by fees collected through the new RPP program.

### **LEGAL REVIEW:**

The City Attorney's Office has reviewed this report and approves it as to form. Modifications to the Costa Mesa Municipal Code will be presented for City Council approval in the future.

### **CITY COUNCIL GOALS AND PRIORITIES:**

This item supports the following City Council Goals:

- Achieve long-term fiscal sustainability.
- Strengthen the public's safety and improve the quality of life.



- Advance environmental sustainability and climate resiliency.

**CONCLUSION:**

Staff recommends the City Council:

1. Approve revised Residential Permit Parking program guidelines and policies.
2. Approve an annual residential parking permit fee with an escalating rate structure and discount for qualifying low-income residents.
3. Authorize staff and the City Attorney to initiate amendments to the Costa Mesa Municipal Code (CMMC) incorporating proposed changes to the Residential Permit Parking program and return to City Council for approval through Public Hearing.

## Print on Transportation Letterhead

April 19, 2022

**CITY COUNCIL GUIDELINES AND POLICIES FOR CONSIDERATION OF  
INSTALLATION OR REMOVAL OF RESIDENT ONLY PERMIT PARKING**

The City of Costa Mesa's Resident Permit Parking (RPP) program was developed with the following guiding principles:

- **Equitable access:** Develop equitable programs that appropriately balance the parking needs of all residents, businesses, and visitors, while enabling the on-street parking supply to serve the community fairly, and enhance access for all.
- **Sustainable solutions:** Implement financially sustainable strategies that modernize and streamline parking program management.
- **Efficient program management:** Create an efficient and adaptable parking system that is optimized for the City's current needs, but can be incrementally updated and adjusted over time.

The RPP program is aligned with the Attorney General's opinion and develops an equitable solution that serves the needs of all Costa Mesa residents. The 2016 California Attorney General's opinion (#14-304), states "***In issuing long-term residential parking permits, local authorities may not distinguish among residents based on the type of dwelling in which they live.***"

Resident only permit parking will be limited to areas experiencing external parking demand which includes impacts from commercial areas, neighboring cities, the Orange County Fairgrounds, schools, and recreational facilities. At the onset of this RPP program, a phased renewal process will be implemented for existing residential parking permit streets from the prior RPP program (prior to 2021).

Requests for new RPP zones will be reviewed and evaluated by Transportation Services staff using the following guidelines and policies:

- Permit eligibility includes Costa Mesa residents of all housing types in compliance with the 2016 California Attorney General's opinion and removes the limitation of the program to only single family, R-1 zones.
- RPP eligibility zones are limited to areas experiencing external parking demand which includes impacts from commercial areas, neighboring cities, the Orange County Fairgrounds, schools, and recreational facilities.
- Requests for installation or removal of resident only permit parking shall be considered as a neighborhood permit zone system established with a minimum of

2,000 feet (both sides of the street included) which is about four blocks instead of on a street-by-street basis.

- When considering requests to implement resident permit parking, the City will conduct parking occupancy surveys to determine the utilization of on-street parking. A 70% parking occupancy threshold of all available on-street parking and visible off-street parking is required for consideration of new neighborhood permit zones.
- A petition signed by a majority (51% or greater) of households is required to install or remove neighborhood permit zones for resident permit parking.
  - For petitions in rental complexes, the residents, property managers, and property owners will participate in the petition survey. If the units in a multi-family property are individually owned, each owner would be included in the petitioning.
- Only one signature per household will be considered.
- Upon receipt of a valid (majority) petition for a neighborhood permit zone, the City will send notification of the resident only permit parking installation or removal request to all households in the affected neighborhood zone.
- If the Transportation Services Manager approves the installation or removal of a neighborhood permit parking zone per these guidelines and policies, a recommendation will be forwarded to the City Council for final action. Once final action has been taken by the City Council, no further changes or requests for changes in resident permit parking for this neighborhood zone will be considered for a minimum period of one year.
- Resident permit parking will be implemented in accordance with the provisions of the Costa Mesa Municipal Code summarized below:
  - Replace a maximum of three (3) permits per household limit, with up to one (1) resident parking permit per eligible driver based on verification of residence and vehicle registration.
  - Permits are non-transferable and strictly associated with the vehicle's license plate number.
  - Continue to provide a maximum of one hundred (100) guest parking permits per year to each eligible household. Each guest pass is for one-time use only.
  - Parking permits are valid only for the zone in which issued.
  - An annual resident permit parking fee structure with an escalating rate structure and low cost permits for qualifying low income residents will be implemented with the amount of annual permit fees subject to change annually.

City Council Approved \_\_\_\_\_



## CITY OF COSTA MESA

CALIFORNIA 92628-1200

P.O. Box 1200

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FROM THE OFFICE OF THE TRANSPORTATION SERVICES MANAGER

### **CITY COUNCIL GUIDELINES FOR CONSIDERATION OF INSTALLATION OR REMOVAL OF RESIDENT ONLY PERMIT PARKING**

Resident only permit parking will be considered in R-1 zones to address high levels of vehicle parking in a residential area for the specific purpose of access to other residential, business or entertainment activities unrelated to the affected street or neighborhood. The use of resident only permit parking is appropriate in areas where other parking control measures have been considered and failed and a true need has been documented by Transportation Services staff. The use of resident only permit parking should be limited to this type of installation and not as a first level parking control measure.

- Requests for installation or removal of resident only permit parking shall be considered on a street by street basis or in segments with minimum of 25 contiguous households.
- Streets or portions of streets to be considered must be contiguous block by block, and consistent with any adjacent parking prohibitions.
- The creation of an isolated resident only permit parking “island” unrelated to surrounding land use or current parking conditions will not be allowed.
- When considering requests to implement resident only permit parking, the City will conduct parking surveys to determine the utilization of on-street. Neighborhood parking intrusions will be considered “significant” if 70% or more of all available parking (on-street and visible off-street available to residents) is utilized at any time.
- A petition signed by a majority (51% or greater) of households along the affected subject street must be submitted to install or remove resident only permit parking prohibition.
- Only one signature per household will be considered.
- Upon receipt of a valid (majority) petition, the City will send notification of the resident only permit parking installation or removal request to all households on the affected subject street or street segment.

- Notification will also be made to households on adjacent streets, which may be affected by the requested action. Notification will advise residents of the requested action and afford them the opportunity to voice their opinions to the Transportation Services Manager. Based on input received, the Transportation Services Manager may determine to conduct a neighborhood meeting on the request.
- If the Transportation Services Manager approves the requested change in parking control, a recommendation will be forwarded to the City Council for final action. If the Transportation Services Manager disapproves of the request, an appeal may be made for City Council review by forwarding a letter of request, along with associated fees, to the City Clerk's Office. Once final action has been taken by the City Council, no further changes or requests for changes in resident only permit parking prohibitions for this street segment will be considered for a minimum period of one year.
- Resident permit parking will be implemented in accordance with the provisions of the Costa Mesa Municipal Code summarized below:
  - Up to three (3) permits will be issued to eligible household based on verification of vehicle registration.
  - Eligible household is defined as single family or multi-family residence along the designated permit parking street as well as single family residence located in mixed-use neighborhood located within 250 feet of the permit parking street.
  - One hundred (100) guest parking permits will be issued per year to each eligible household. Each guest pass is for one-time use only. Residents may request up to twenty five (25) guest parking permits for a specific event at their residence. These permits will be date stamped by Public Services Department at the time of issuance.
  - Parking permits are valid only for the zone they are issued.
  - Parking permits in each zone expire after three (3) year period and are subject to renewal at that time.

City Council Approved January 19, 2016

## **Appendix A. On-street Data Collection Results.**





# **City of Costa Mesa Parking Data Collection Summary Report**



**February, 2021**

**Dixon Resources Unlimited**

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# 1. Introduction

## Project Background

Dixon Resources Unlimited (DIXON) procured the services of IDAX Data Solutions (IDAX) to complete a data collection effort for the City of Costa Mesa (City), consisting of on-street parking within select residential areas of City Council Districts 4 and 5. Approximately 634 block faces were observed, an inventory of 10,410 spaces.

Data collection took place over two days in October 2020. Weekday data was collected during 8 AM, 12 PM, 4 PM, and 8 PM observations on Tuesday, October 13<sup>th</sup>. Weekend data was collected during the same observation timeframes on Saturday, October 17<sup>th</sup>. The two days were selected to allow for a comparison between weekday and weekend occupancy and turnover rates.

The data collection dates were determined with involvement from the City. The City recognizes that due to COVID-19 and the shelter in place order, the data may not reflect the exact parking habits of pre-pandemic times. It is estimated that the daytime parking occupancy and average stay duration were higher than typical times due to an increase in remote work resulting from workplace closures. However, at this stage in the pandemic, schools had recently reopened and welcomed students on campus for in-person learning. The Newport-Mesa Unified School District in Costa Mesa divided students into AM/PM cohorts that were receiving half-day in-person instruction on Monday, Tuesday, Thursday, and Friday.

## Data Types

### *Occupancy Data*

A key objective of the data collection was to determine the parking occupancy of the selected residential streets. Parking counts were conducted at each location at 8 AM, 12 PM, 4 PM, and 8 PM. For each block or street segment, the occupancy rate was calculated by dividing the number of observed vehicles by the total parking space supply.

The parking industry-standard for parking occupancy rate is 85%. Maintaining at least a 15% vacancy rate ensures there is enough parking available for residents and their guests. The 85% occupancy rate can be a helpful threshold when evaluating parking management strategies or policy adjustments.

### *Duration Data*

During the four collection periods, identifiable information was recorded for each vehicle. If the same license plate number was recorded only once, the vehicle was assigned a less than 4-hour stay duration. If the same license plate was recorded during two, three, or four successive observations, the vehicle was assigned a 4-8 hour, 8-12 hour, or over 12 hour stay duration, respectively. The license plate information was only used for data comparison purposes.

The vehicle volume was calculated based on the number of unique vehicles observed each day. Turnover percentages for each study area were calculated by dividing the number of vehicles that turned over by the total volume of cars. The turnover rate is an important measure of the length of time that drivers utilize parking supply.

### *Permit Data*

In addition to occupancy and duration data, vehicles displaying a residential parking permit were recorded and analyzed separately. At the time the data was collected, the residential parking restrictions were not being enforced and parking on the permit designated streets did not require a permit. However, many vehicles continued to display a physical resident parking permit or guest pass. Of the 634 block faces observed, 61 had residential permit parking restrictions for a total inventory of 1,814 parking spaces.

## 2. Parking Data

### Weekday Collection

Weekday data was collected during 8 AM, 12 PM, 4 PM, and 8 PM observations on Tuesday, October 13<sup>th</sup>, 2020.

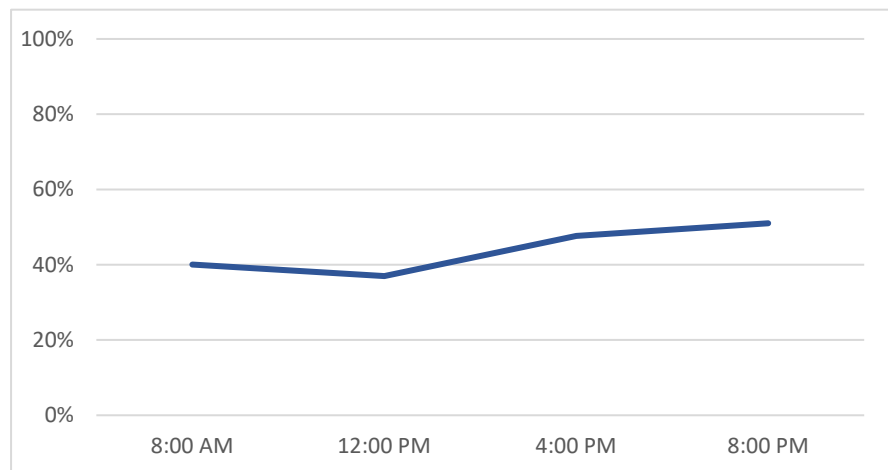
### Occupancy Data

Table 1 shows the number of cars parked during each observation round. Of the total 10,410 parking spaces observed, an average of 44% of spaces were occupied. Figure 1 below shows how parking occupancy fluctuated throughout the day, with the highest average occupancy observed during the 8:00 PM observation round.

Table 1 Weekday Occupancy Data

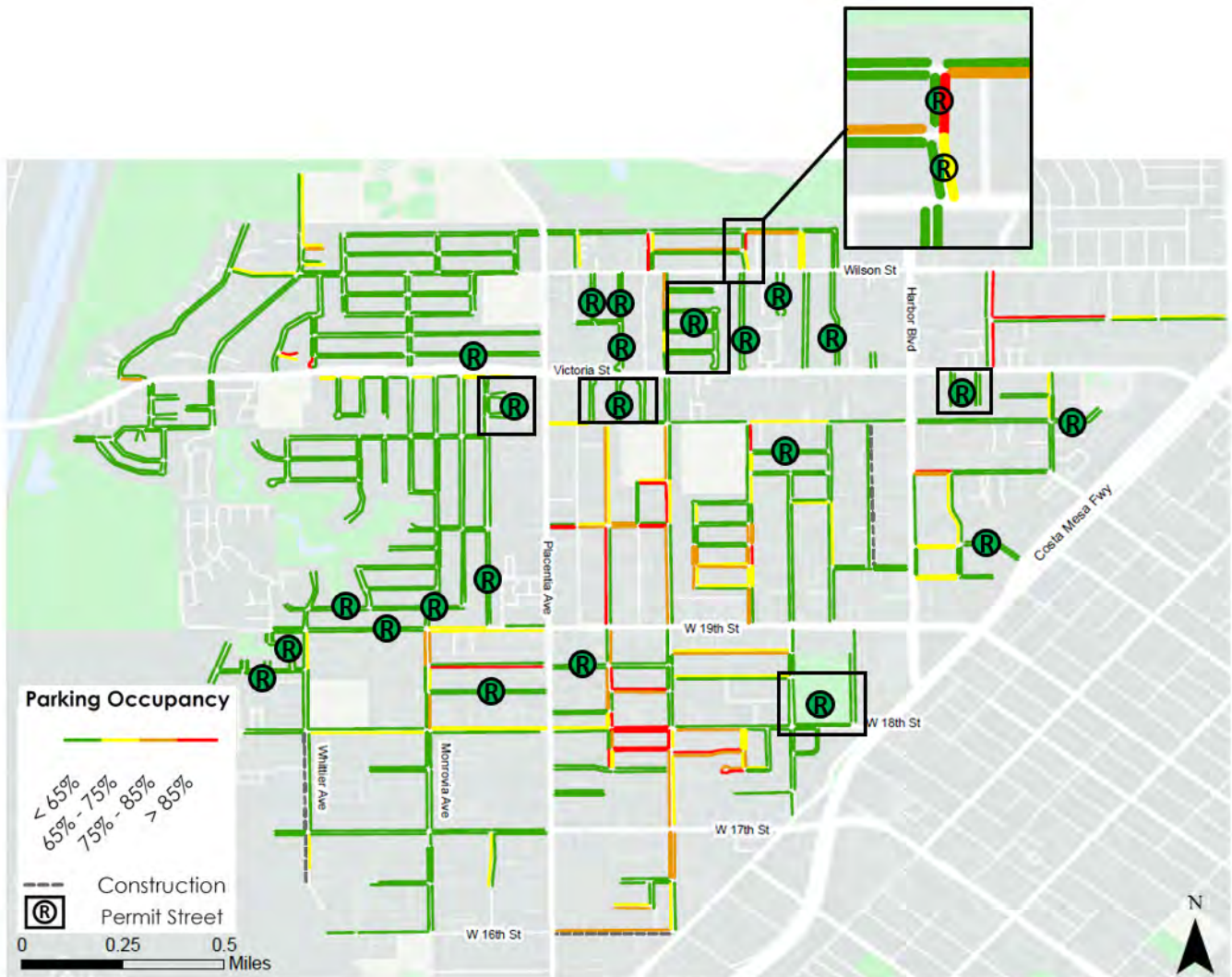
Weekday		
Observation Round	Vehicles Parked	Occupancy
8:00 AM	4131	40%
12:00 PM	3894	37%
4:00 PM	4952	48%
8:00 PM	5285	51%
<b>Average</b>	<b>4566</b>	<b>44%</b>

Figure 1 Weekday Occupancy



While the total average occupancy did not reach the 85% occupancy threshold, individual blocks did. Figure 2 below shows how average occupancy differed by block face. Red segments indicate the block's parking occupancy exceeded the 85% threshold. Streets with resident permit parking restrictions are indicated with the colored R symbol. The Appendices of this report include additional heat maps and corresponding tables that provide the block-by-block occupancy for each observation round.

Figure 2 Weekday Average Occupancy Heat Map



### Duration Data

During the weekday data collection, the average length of time a vehicle occupied a single space was 5.51 hours. Table 2 shows how many vehicles were parked for each duration interval. Figure 3 shows how the time interval volumes are distributed. Nearly half of all vehicles observed parked for 4 hours or less.

Table 2 Weekday Duration Data

Weekday		
Duration Interval	Number of Vehicles	Percent
< 4 hours	4539	47.70%
4 - 8 hours	2633	27.67%
8 - 12 hours	983	10.33%
> 12 hours	1361	14.30%

Figure 3 Weekday Duration

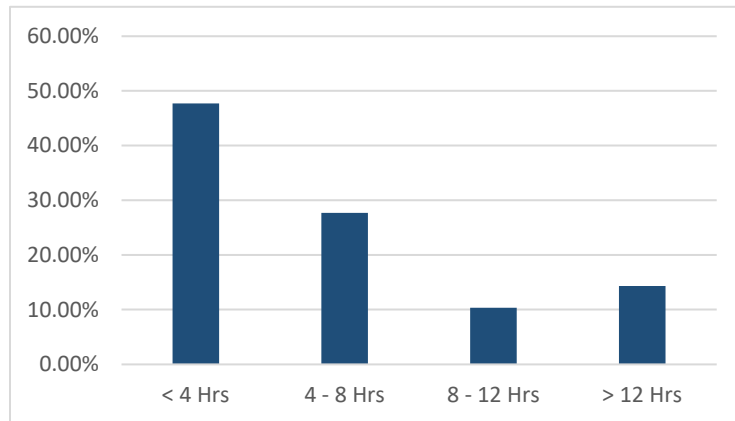
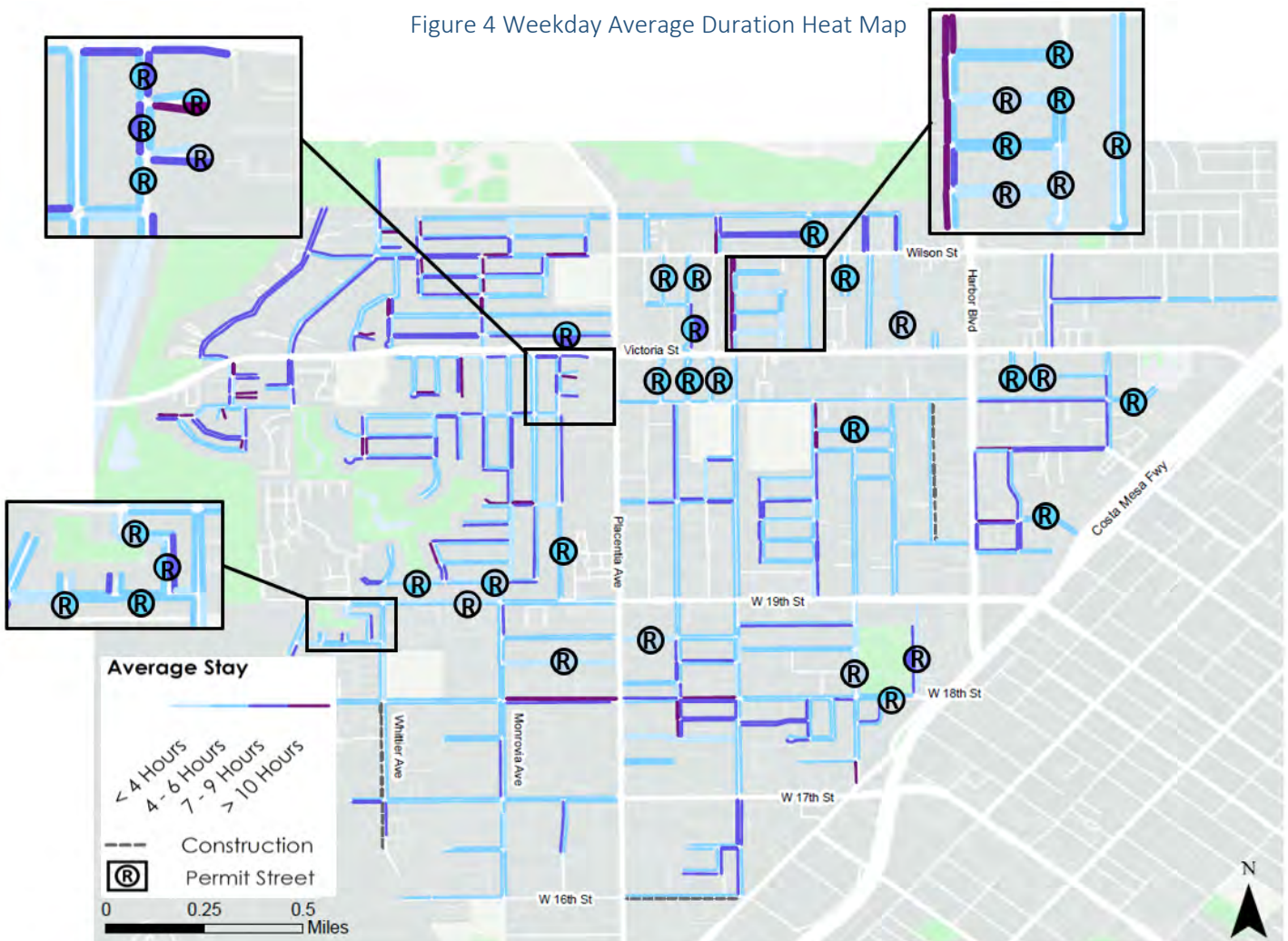


Figure 4 below is a parking duration heat map that shows the average stay by block face in < 4 hours, 4-6 hours, 7-9 hours, and 10 + hour intervals. The heat map intervals were selected to best demonstrate the range of results, and the darker colors indicate where vehicles were parked for longer periods.

Figure 4 Weekday Average Duration Heat Map





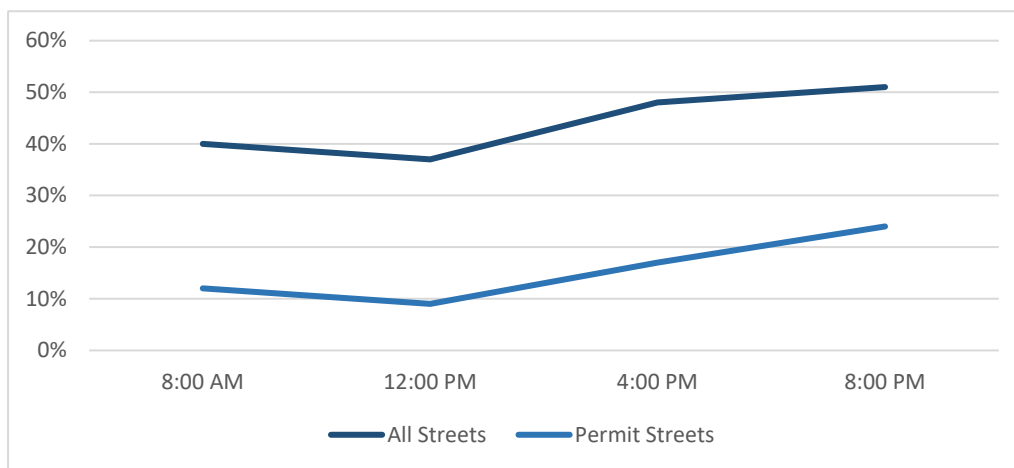
### Permit Data

During the weekday data collection, the 61 streets with permit parking restrictions had an average occupancy of 15% throughout the day. This is significantly lower when compared to the average occupancy of all streets (44%), as seen in Figure 5.

Table 3 Weekday Permit Street Occupancy Data

Observation Round	Permit Streets		Vehicles with a permit		Vehicles without a permit	
	Vehicles Parked	Occupancy	Vehicles Parked	Occupancy	Vehicles Parked	Occupancy
8:00 AM	214	12%	153	8%	60	3%
12:00 PM	160	9%	104	6%	55	3%
4:00 PM	301	17%	212	12%	87	5%
8:00 PM	444	24%	327	18%	111	6%
<b>Average</b>	<b>280</b>	<b>15%</b>	<b>199</b>	<b>11%</b>	<b>78</b>	<b>4%</b>

Figure 5 Weekday Permit Street Occupancy



While residential parking restrictions were not being enforced and parking on permit designated streets did not require a permit, many vehicles continued to display a physical resident parking permit or guest pass. The average stay of a vehicle not displaying a parking permit (whether residential or guest) was just slightly shorter than the average stay of vehicles with a resident parking permit (3.57 hours vs. 3.91 hours) as shown in Table 4 and Table 5. Table 5 shows the breakdown of parking duration by permit type.

On the permit streets, 7 cars were found to be illegally parked (in a red zone, blocking a driveway, etc.), but 6 were observed during only one observation round, and therefore assigned a parking interval of less than 4 hours. These potential violations may be useful for guiding enforcement coverage in the future.

Table 4 Weekday Permit Duration Data

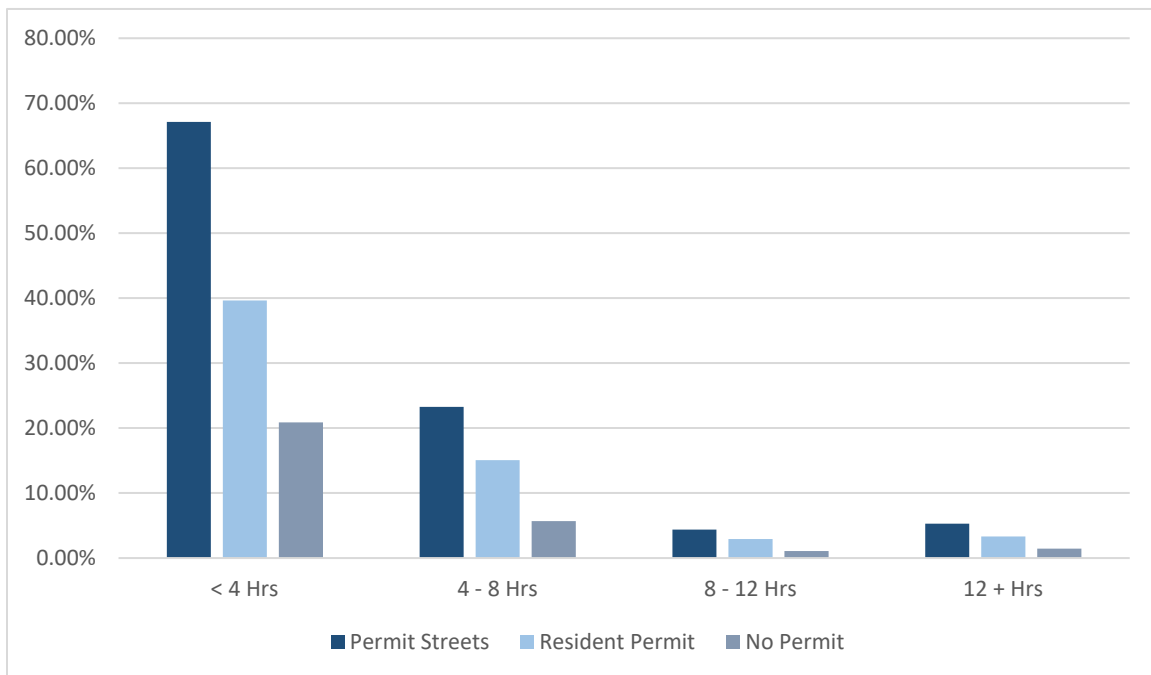
Duration Interval	Permit		No Permit		Illegally Parked	
	Number of Vehicles	Percentage	Number of Vehicles	Percentage	Number of Vehicles	Percentage
< 4 hours	344	45.44%	158	20.87%	6	0.79%
4 - 8 hours	133	17.57%	43	5.68%	0	0.00%
8 - 12 hours	25	3.30%	8	1.06%	0	0.00%
12 + hours	28	3.70%	11	1.45%	1	0.13%
<b>Average Stay</b>	<b>3.91 hours</b>		<b>3.57 hours</b>		<b>3.43 hours</b>	

Table 5 Weekday Permit Duration by Permit Type

Duration Interval	Resident Permit		Guest Permit	
	Number of Vehicles	Percentage	Number of Vehicles	Percentage
< 4 hours	300	39.63%	44	5.81%
4 - 8 hours	114	15.06%	19	2.51%
8 - 12 hours	22	2.91%	3	0.40%
12 + hours	25	3.30%	3	0.40%
<b>Average Stay</b>	<b>3.91 hours</b>		<b>3.88 hours</b>	

Figure 6 below shows how the volume of vehicles parked for each duration interval is distributed, broken down by all permit streets, vehicles displaying a resident permit, and vehicles not displaying a permit.

Figure 6 Weekday Permit Duration



## Weekend Collection

Weekend data was collected during 8 AM, 12 PM, 4 PM, and 8 PM observations on Saturday, October 17<sup>th</sup>, 2020.

### Occupancy Data

Table 6 shows the number of cars parked during each observation round during the weekend data collection. Of the total 10,410 parking spaces observed, on average 54% of spaces were occupied. Figure 6 shows how parking occupancy only fluctuated slightly throughout the day. The highest average occupancy was observed during the 8:00 PM observation round, just like during the weekday data collection (56% and 51% respectively).

Table 6 Weekend Occupancy Data

Weekend Data Collection		
Observation Round	Vehicles Parked	Occupancy
8:00 AM	5500	53%
12:00 PM	5353	51%
4:00 PM	5727	55%
8:00 PM	5832	56%
Average	5603	54%

Figure 7 Weekend Occupancy

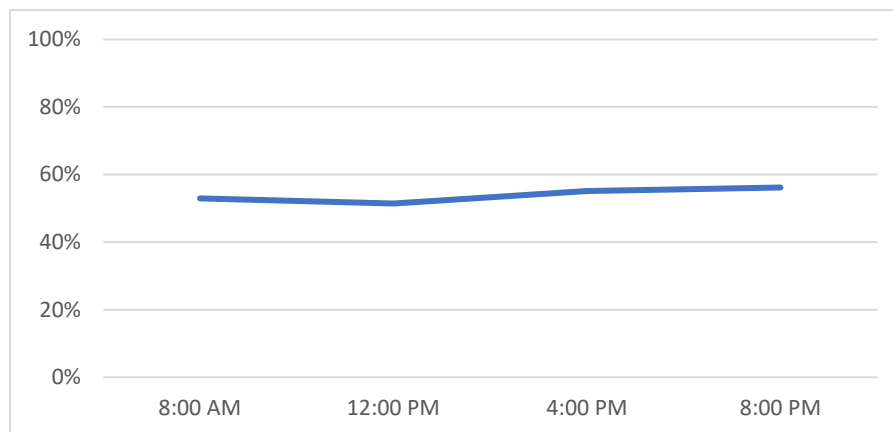
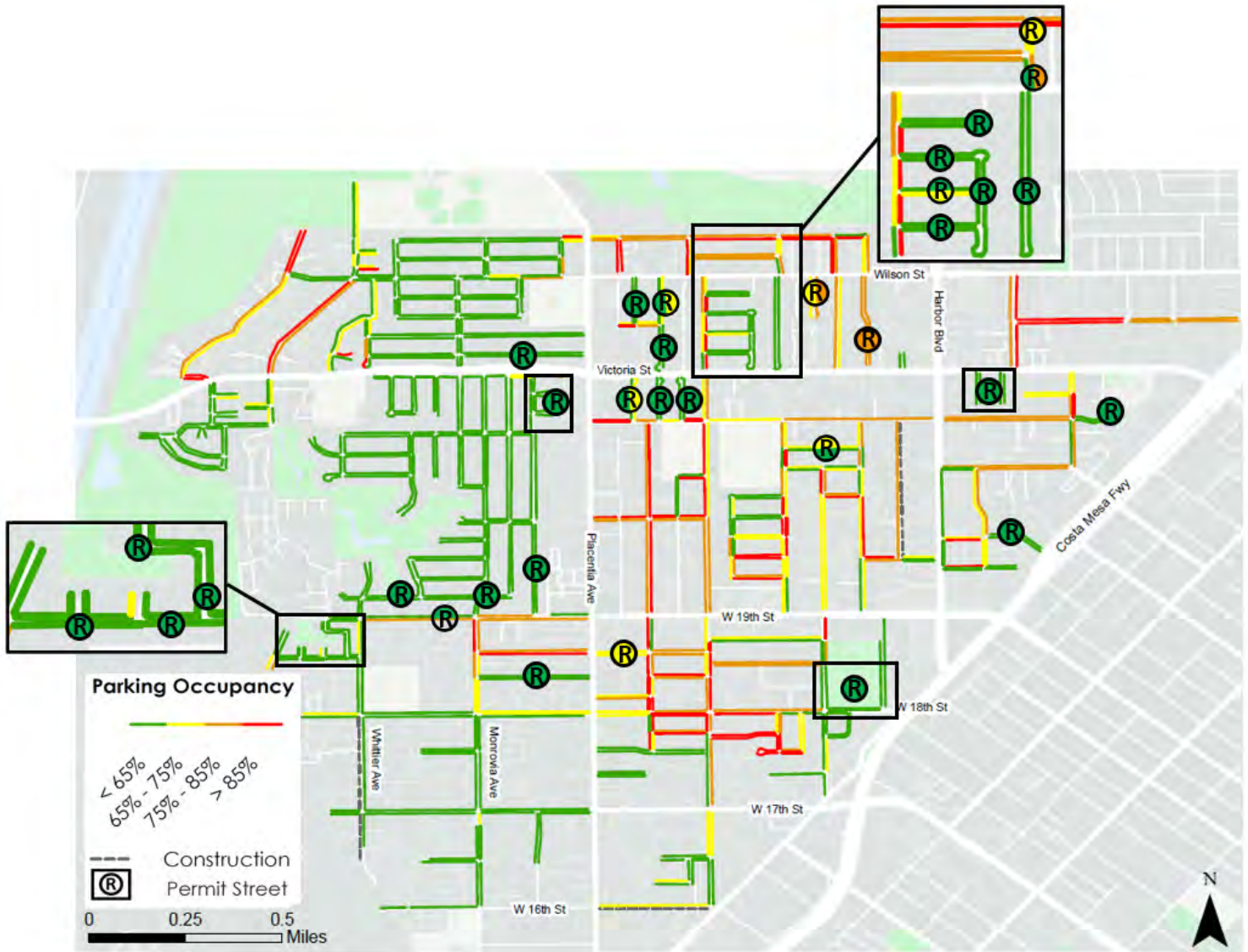


Figure 8 below shows the average occupancy by block face. Red segments indicate the block's parking occupancy exceeded the 85% threshold. Streets with resident permit parking restrictions are indicated with the colored R symbol. Additional heat maps and corresponding tables that provide the block-by-block occupancy for each observation round are included in the Appendices of this report.

Figure 8 Weekend Average Occupancy Heat Map



#### Duration Data

During the weekend data collection, the average length of time a vehicle occupied a single parking space was 6.91 hours. This is 1.4 hours longer than the average weekday stay, which was 5.51 hours. Table 7 shows the number of vehicles that were parked for each duration interval, and Figure 9 shows how that volume was distributed.

Table 7 Weekend Duration Data

Weekend		
Duration Interval	Number of Vehicles	Percent
< 4 hours	3758	38.77%
4 - 8 hours	2171	22.40%
8 - 12 hours	843	8.70%
> 12 hours	2921	30.14%

Figure 9 Weekend Duration

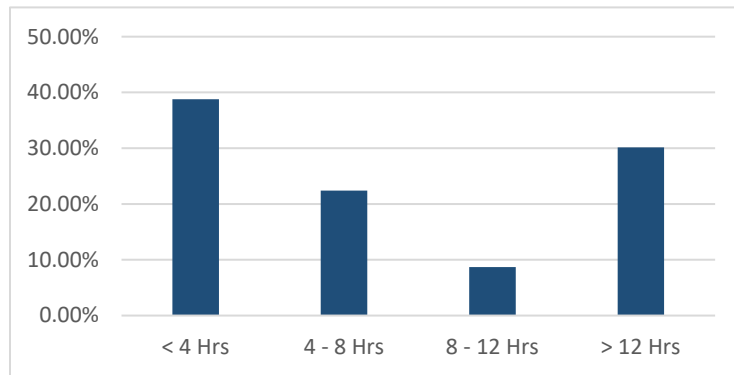
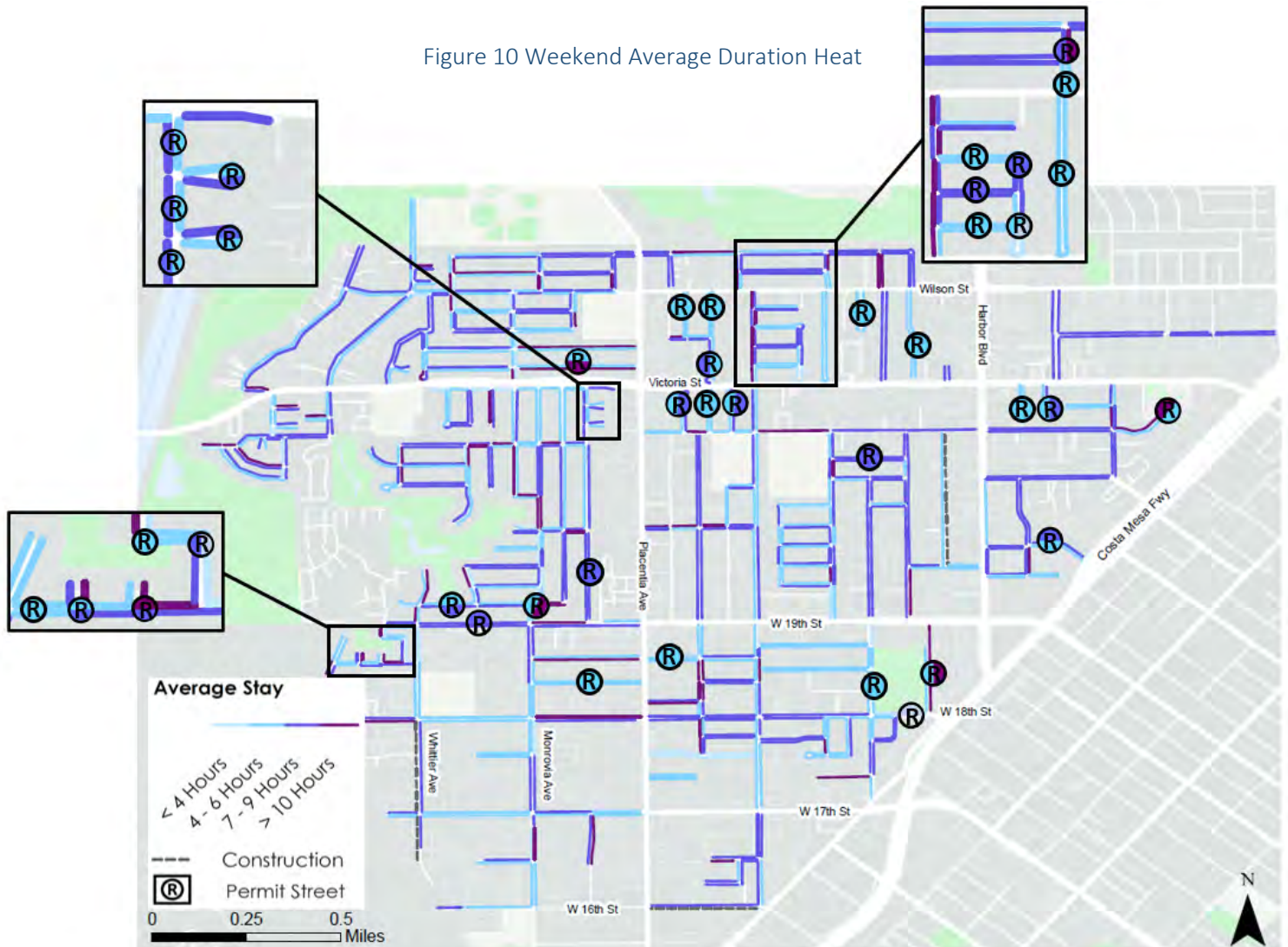


Figure 10 below shows the average length of stay by block face in < 4 hours, 4-6 hours, 7-9 hours, and 10 + hour intervals. The heat map intervals were selected to best demonstrate the range of results. The colors tend to be darker compared to those in Figure 4, the Weekday Average Duration Heat Map, signaling that in many areas vehicles were parked for longer periods during the weekend than during the weekday.

Figure 10 Weekend Average Duration Heat



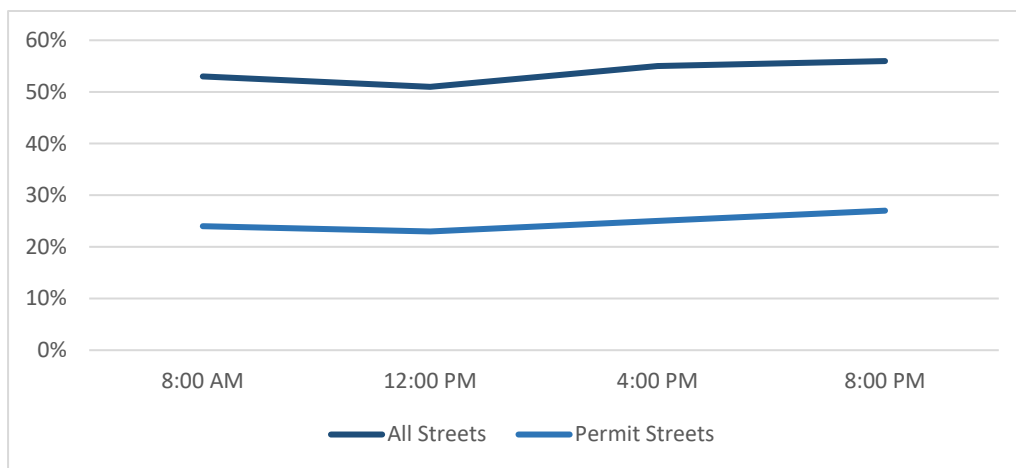
### Permit Data

During the weekend data collection, the 61 streets with permit parking restrictions had an average occupancy of 25% throughout the day. This is significantly lower when compared to the average occupancy of all streets during the weekend collection, but higher in comparison to the permit streets during weekday collection (15% average occupancy).

Table 8 Weekend Permit Street Occupancy Data

Observation Round	Permit Streets		Vehicles with a permit		Vehicles without a permit	
	Vehicles Parked	Occupancy	Vehicles Parked	Occupancy	Vehicles Parked	Occupancy
8:00 AM	435	24%	312	17%	118	7%
12:00 PM	410	23%	289	16%	118	7%
4:00 PM	453	25%	323	18%	127	7%
8:00 PM	488	27%	302	17%	178	10%
<b>Average</b>	<b>447</b>	<b>25%</b>	<b>307</b>	<b>17%</b>	<b>135</b>	<b>7%</b>

Figure 11 Weekend Permit Street Occupancy



While residential parking restrictions were not being enforced and parking on permit designated streets did not require a permit, many vehicles continued to display a physical resident parking permit or guest pass. As shown in Table 9 and Table 10, during the weekend collection the average length of stay for vehicles not displaying a parking permit (whether residential or guest) was shorter than vehicles with a resident permit (4.29 hours vs. 6.87 hours). Vehicles not displaying a permit increased their average duration on the weekend (4.29 hours vs. 3.57 hours on the weekday) as well as vehicles displaying a resident permit (6.87 hours vs. 3.91 hours on the weekday). 163 vehicles with resident permits were found to have stayed for less than 4 hours, just slightly more than the number of vehicles found to have stayed for 12+ hours (142 vehicles). 17 vehicles were found to be illegally parked (in a red zone, blocking a driveway, etc.), up from 7 during the weekday observation.



Table 9 Weekend Permit Duration Data

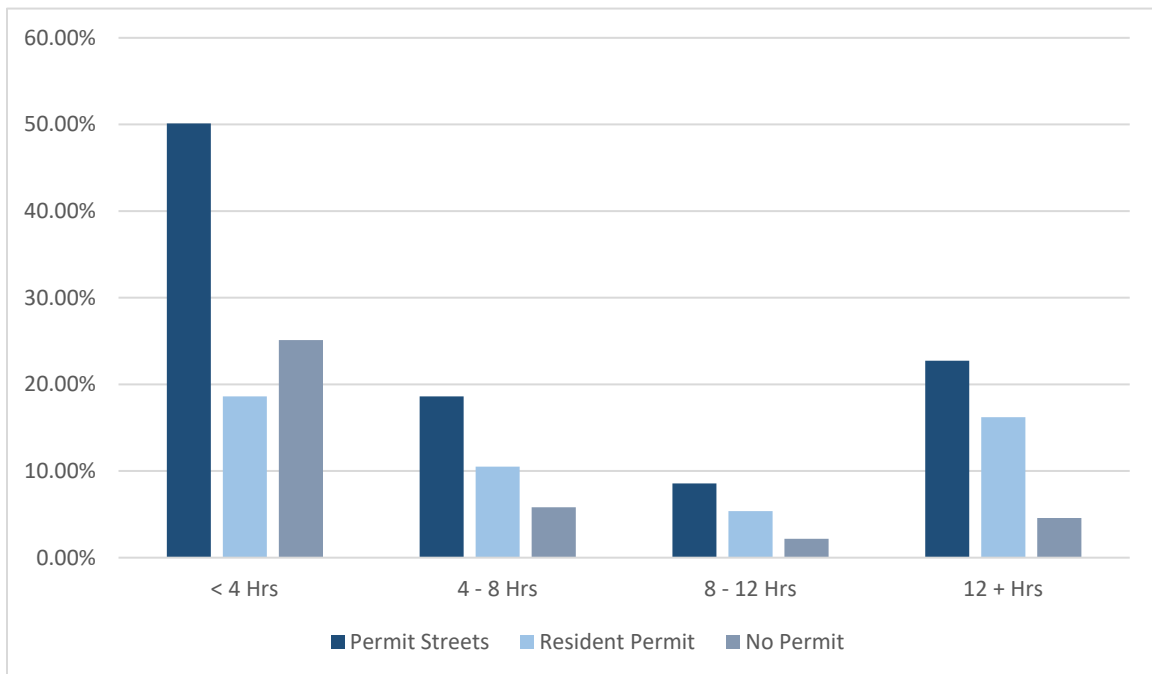
Duration Interval	Permit		No Permit		Illegally Parked	
	Number of Vehicles	Percentage	Number of Vehicles	Percentage	Number of Vehicles	Percentage
< 4 hours	204	23.29%	220	25.11%	15	1.71%
4 - 8 hours	110	12.56%	51	5.82%	2	0.23%
8 - 12 hours	56	6.39%	19	2.17%	0	0.00%
12 + hours	159	18.15%	40	4.57%	0	0.00%
<b>Average Stay</b>	<b>6.68 hours</b>		<b>4.29 hours</b>		<b>2.47 hours</b>	

Table 10 Weekend Permit Duration by Permit Type

Duration Interval	Resident Permit		Guest Permit	
	Number of Vehicles	Percentage	Number of Vehicles	Percentage
< 4 hours	163	18.61%	41	4.68%
4 - 8 hours	92	10.50%	18	2.05%
8 - 12 hours	47	5.37%	9	1.03%
12 + hours	142	16.21%	17	1.94%
<b>Average Stay</b>	<b>6.87 hours</b>		<b>5.69 hours</b>	

Figure 12 below shows how the volume of vehicles parked for each duration interval is distributed, broken down by all permit streets, vehicles displaying a resident permit, and vehicles not displaying a permit.

Figure 12 Weekend Permit Duration



### 3. Summary & Conclusions

Figure 13 compares the average occupancy throughout the day during the weekday collection and the weekend collection. The 61 block segments with permit restrictions are also included, showing significantly lower occupancy.

Figure 13 Occupancy Comparison

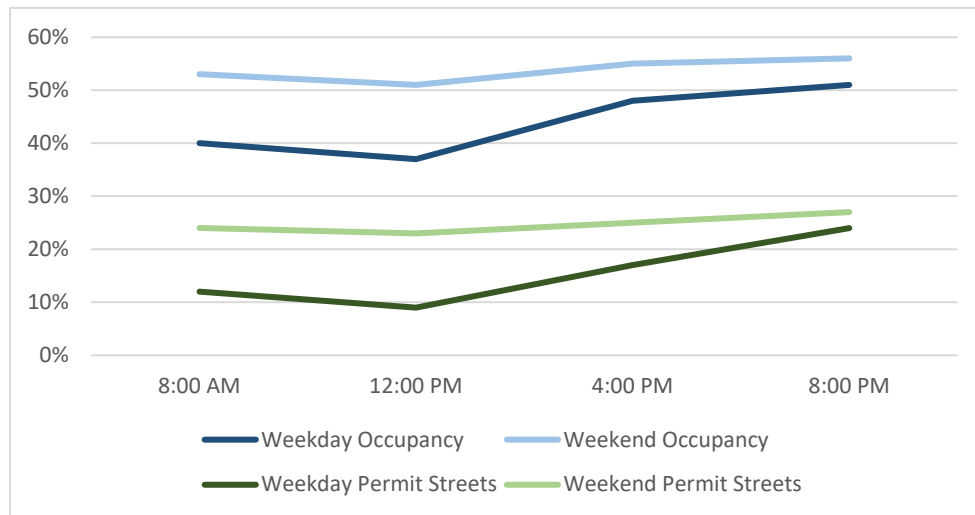


Figure 14 shows how the distribution of time intervals fluctuated during the weekday collection and weekend collection. During both days, most vehicles were observed to be parked for less than 4 hours. Figure 15 shows how the permit restricted streets followed a similar curve.

Figure 14 Duration Comparison

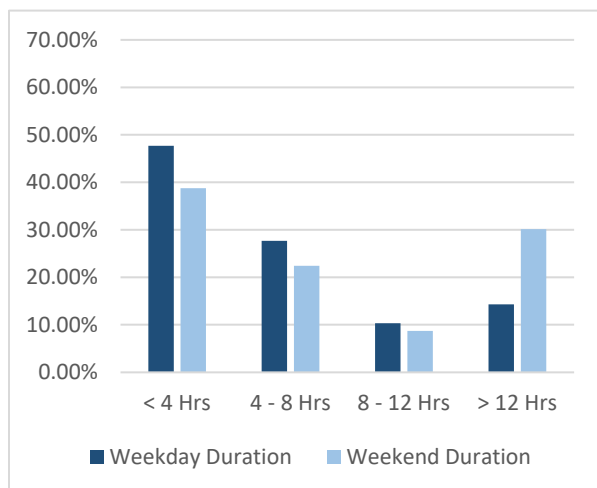
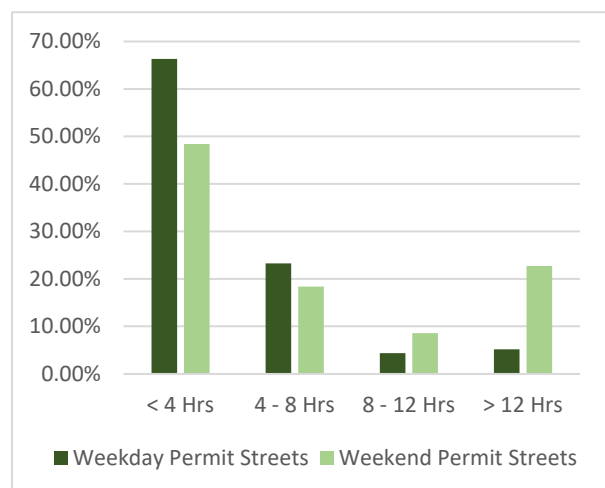


Figure 15 Permit Streets Duration Comparison



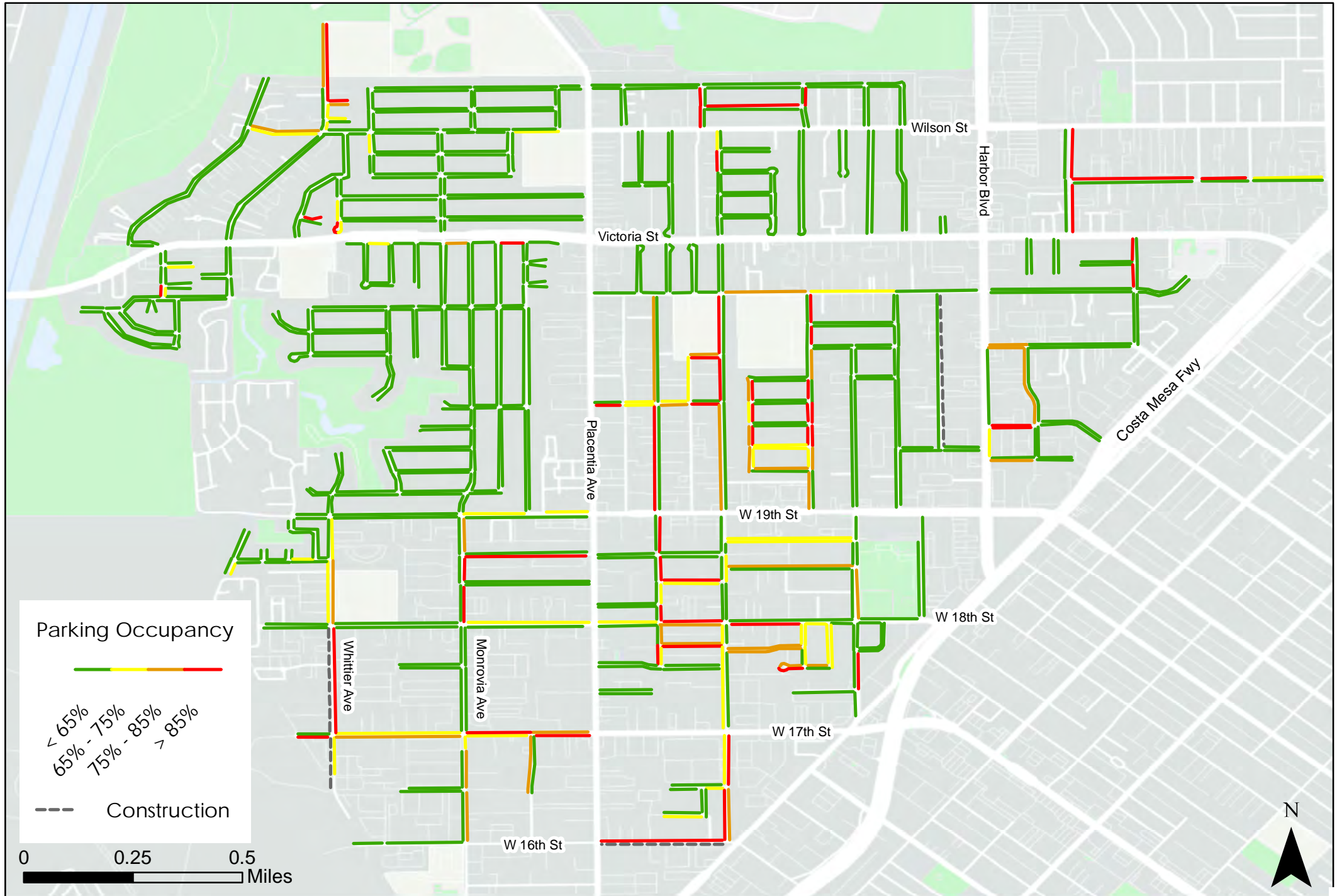
## Conclusions

### *Weekday Highlights*

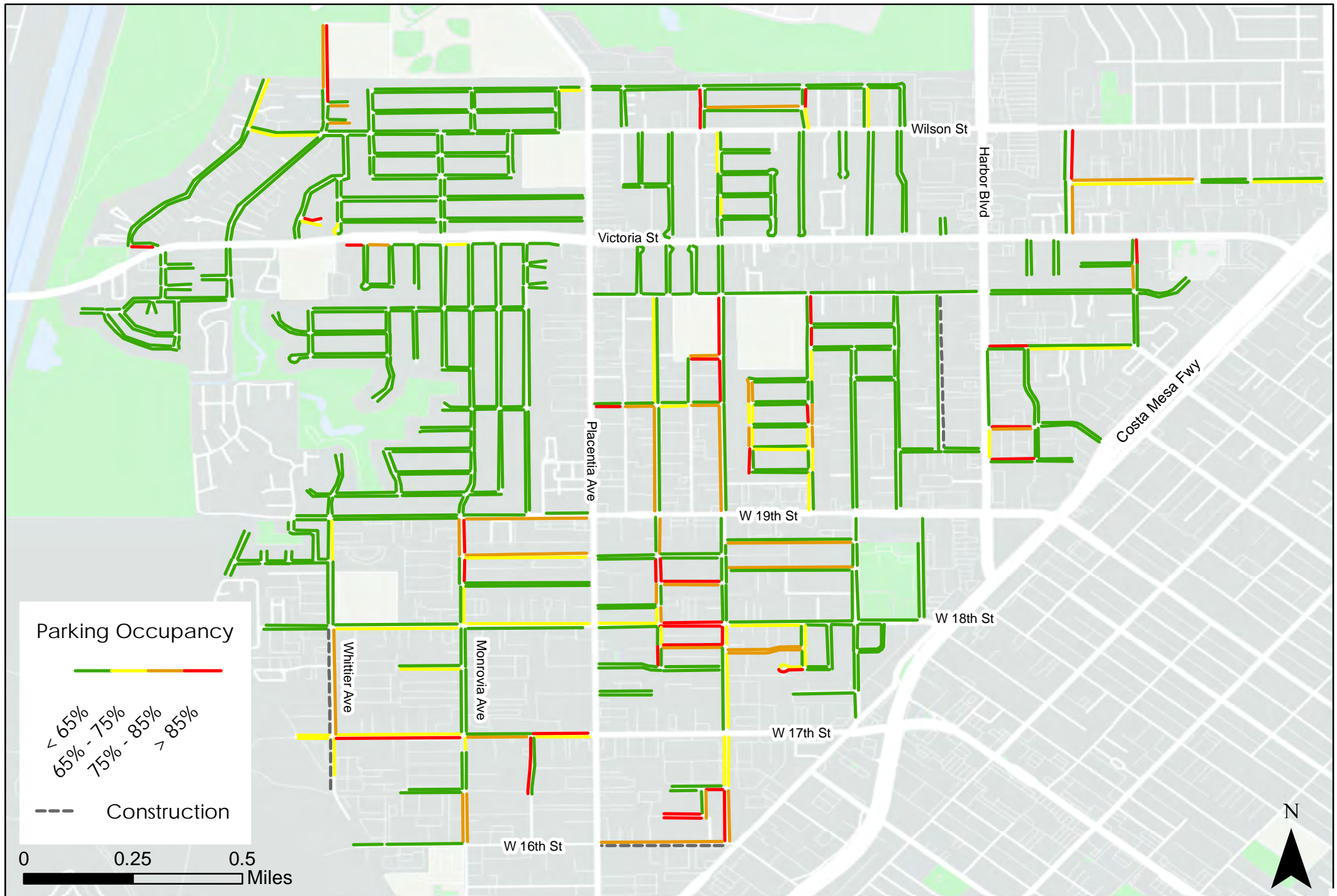
- The weekday average parking occupancy was 44%, with the highest average occupancy observed at 8:00 PM.
- The average duration of a vehicle during the weekday data collection was 5.51 hours.
- Nearly half of all vehicles parked for 4 hours or less during the weekday data collection.
- The average stay of a vehicle not displaying a parking permit (whether residential or guest) was just slightly shorter than the average stay of vehicles with a resident parking permit (3.57 hours vs. 3.91 hours) during the weekday collection.

### *Weekend Highlights*

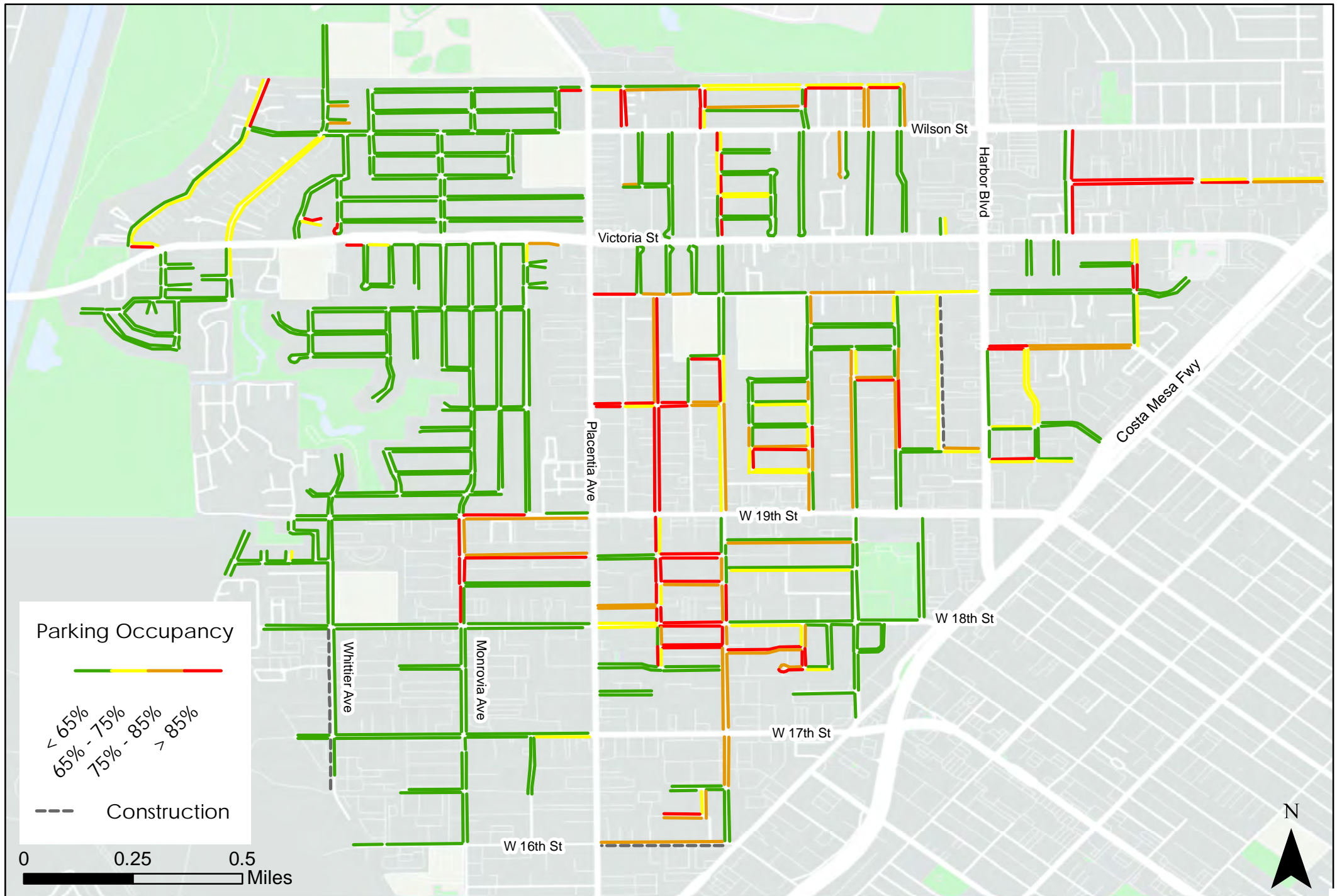
- The weekend average parking occupancy was 54%, 10% higher than the weekday collection.
- The weekend occupancy only fluctuated slightly throughout the day, the lowest average occupancy being 51% and the highest being 56%.
- During the weekend data collection, the average length of time a vehicle occupied a single parking space was 6.91 hours. This average is 1.4 hours longer than the average weekday stay, which was 5.51 hours.
- During the weekend collection, the average length of stay for vehicles not displaying a parking permit (whether residential or guest) was shorter than vehicles with a resident permit (4.29 hours vs. 6.87 hours).





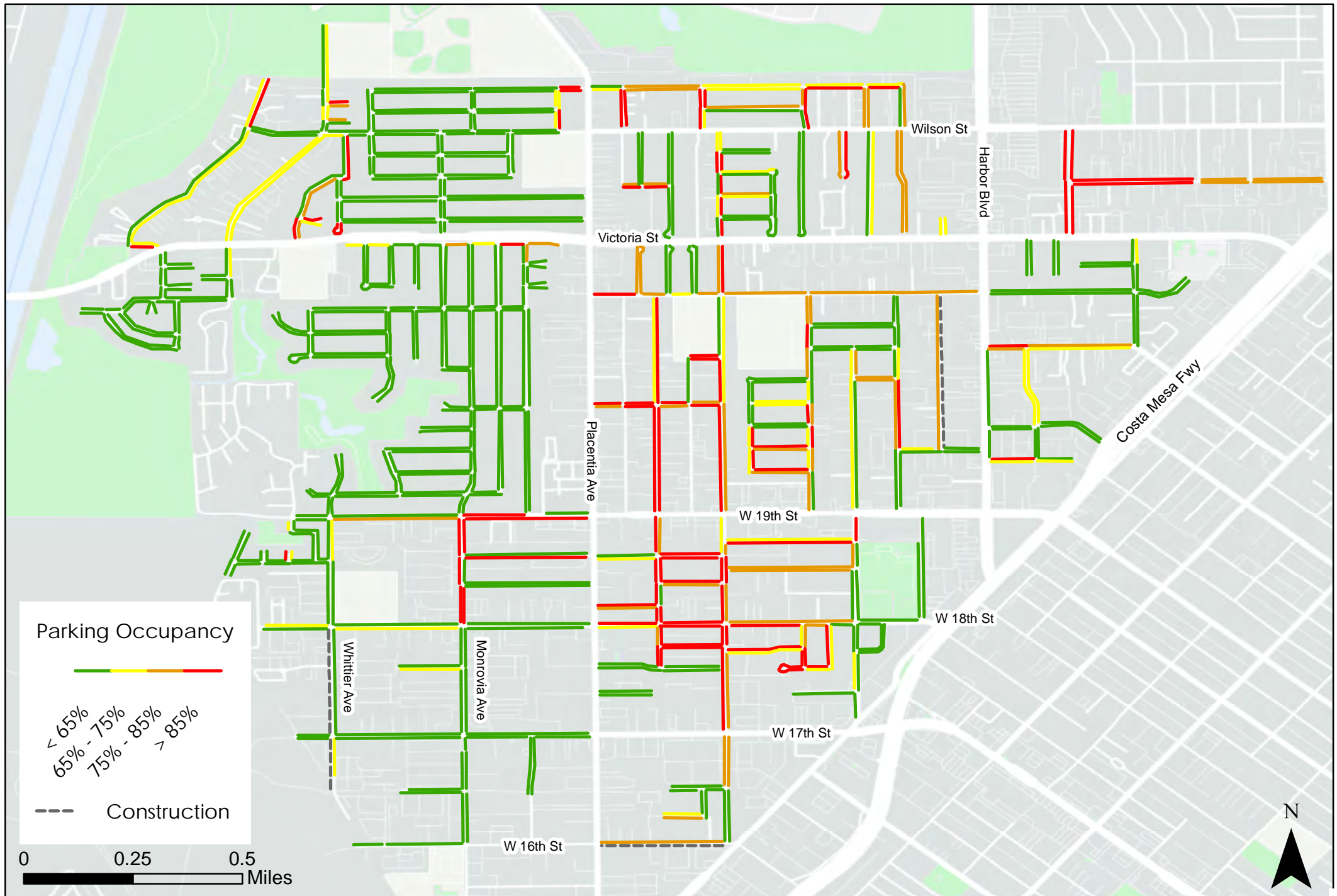


Data Collected October 13, 2020

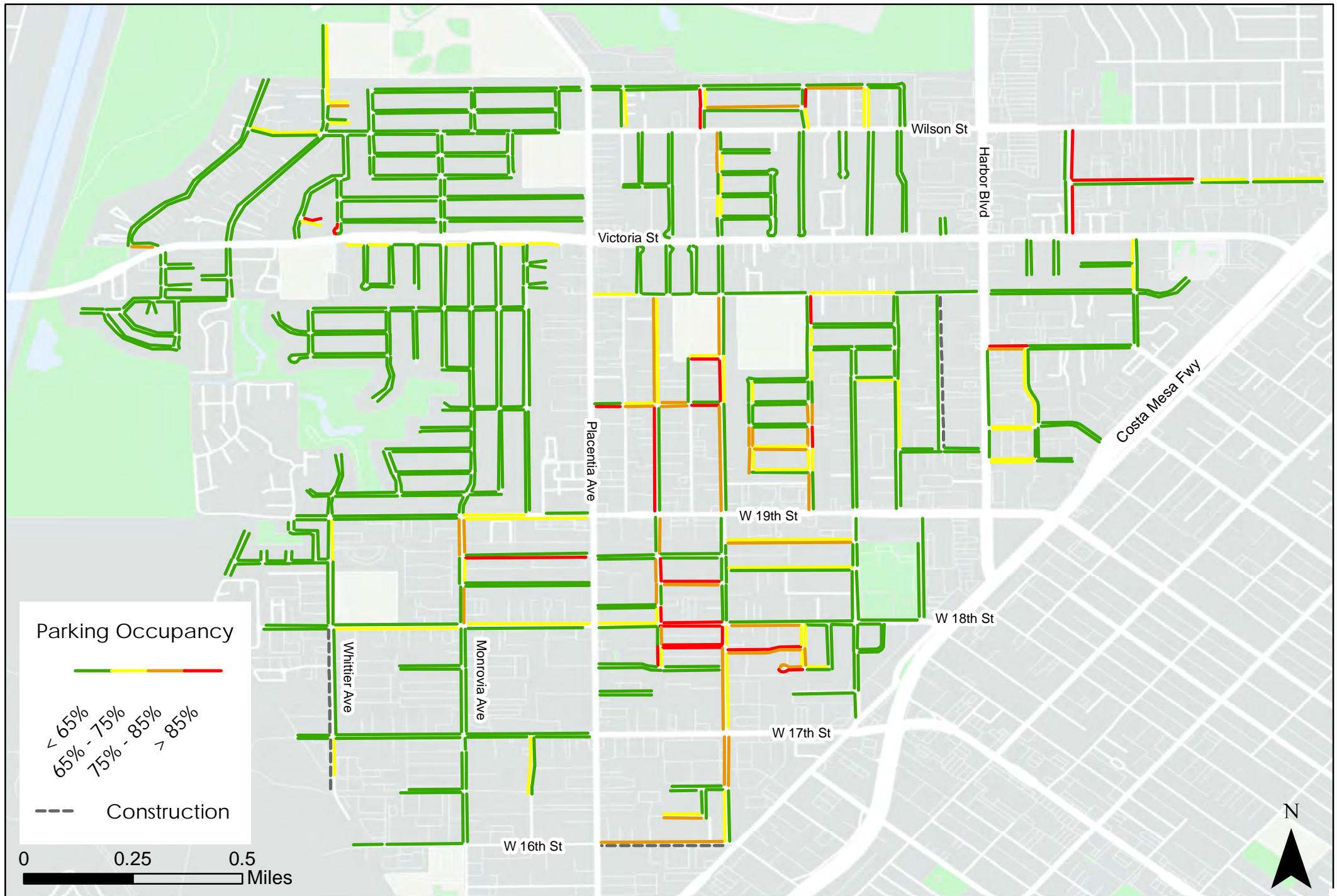


Data Collected October 13, 2020



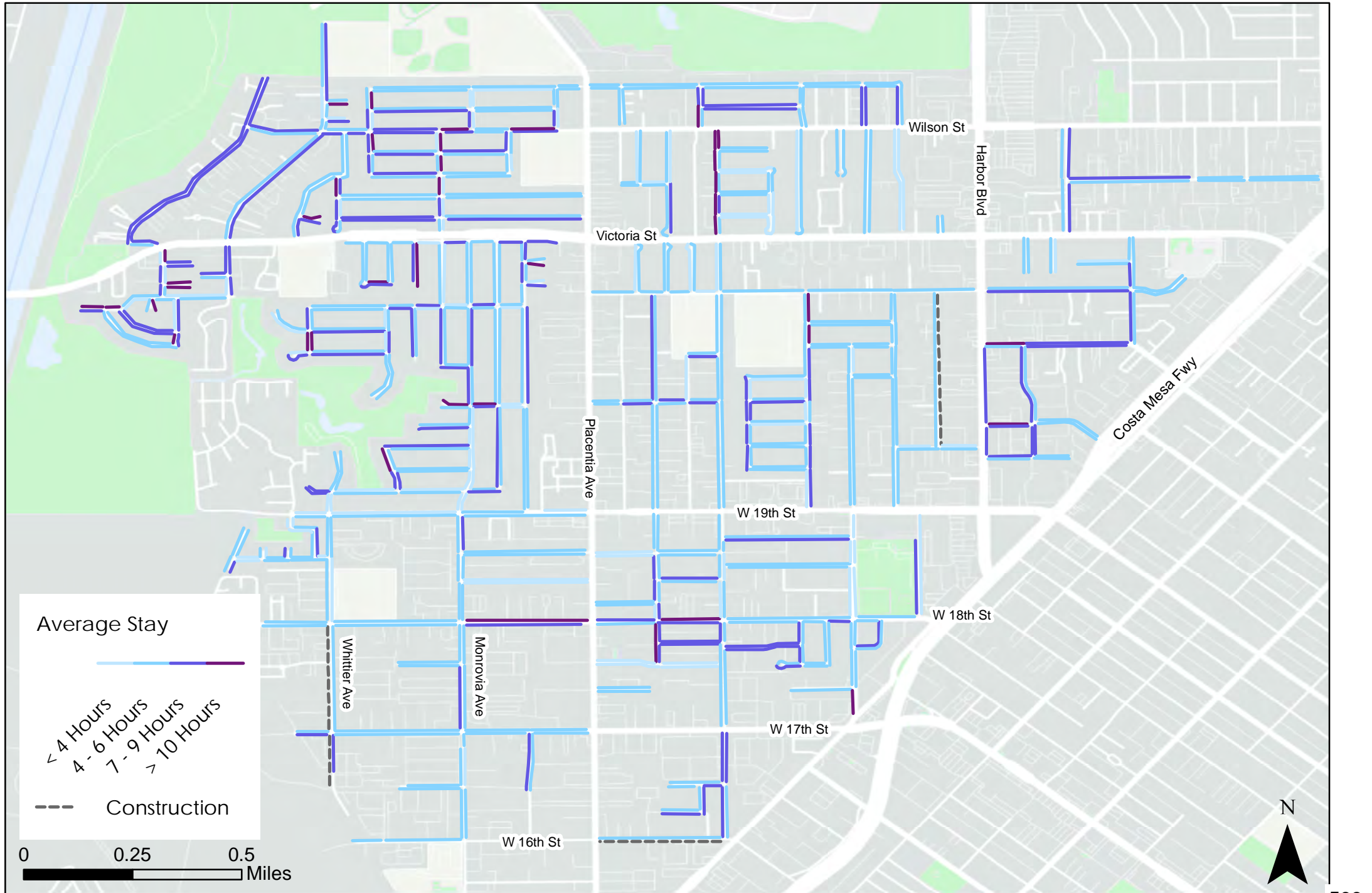


Data Collected October 13, 2020

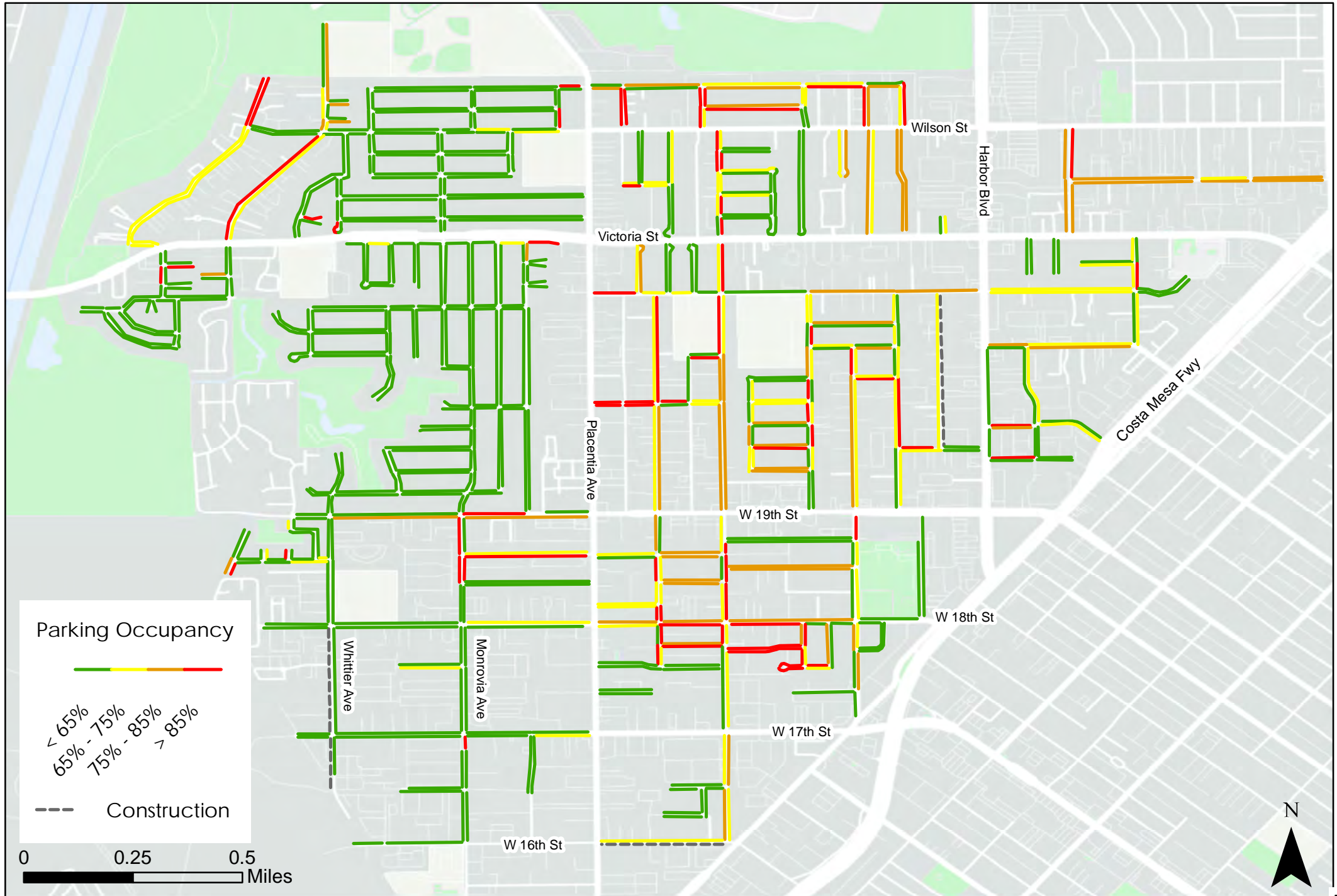


Data Collected October 13, 2020



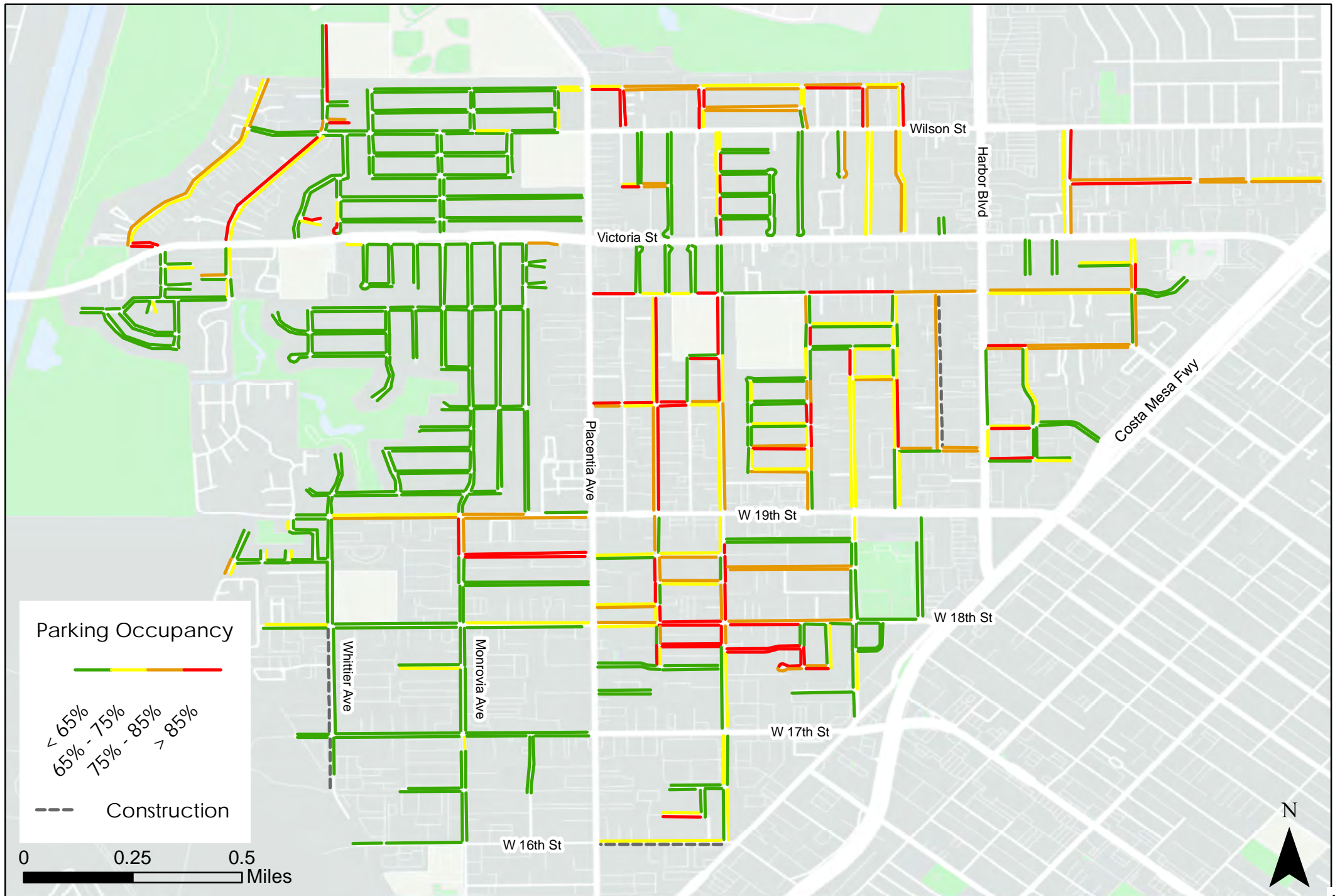


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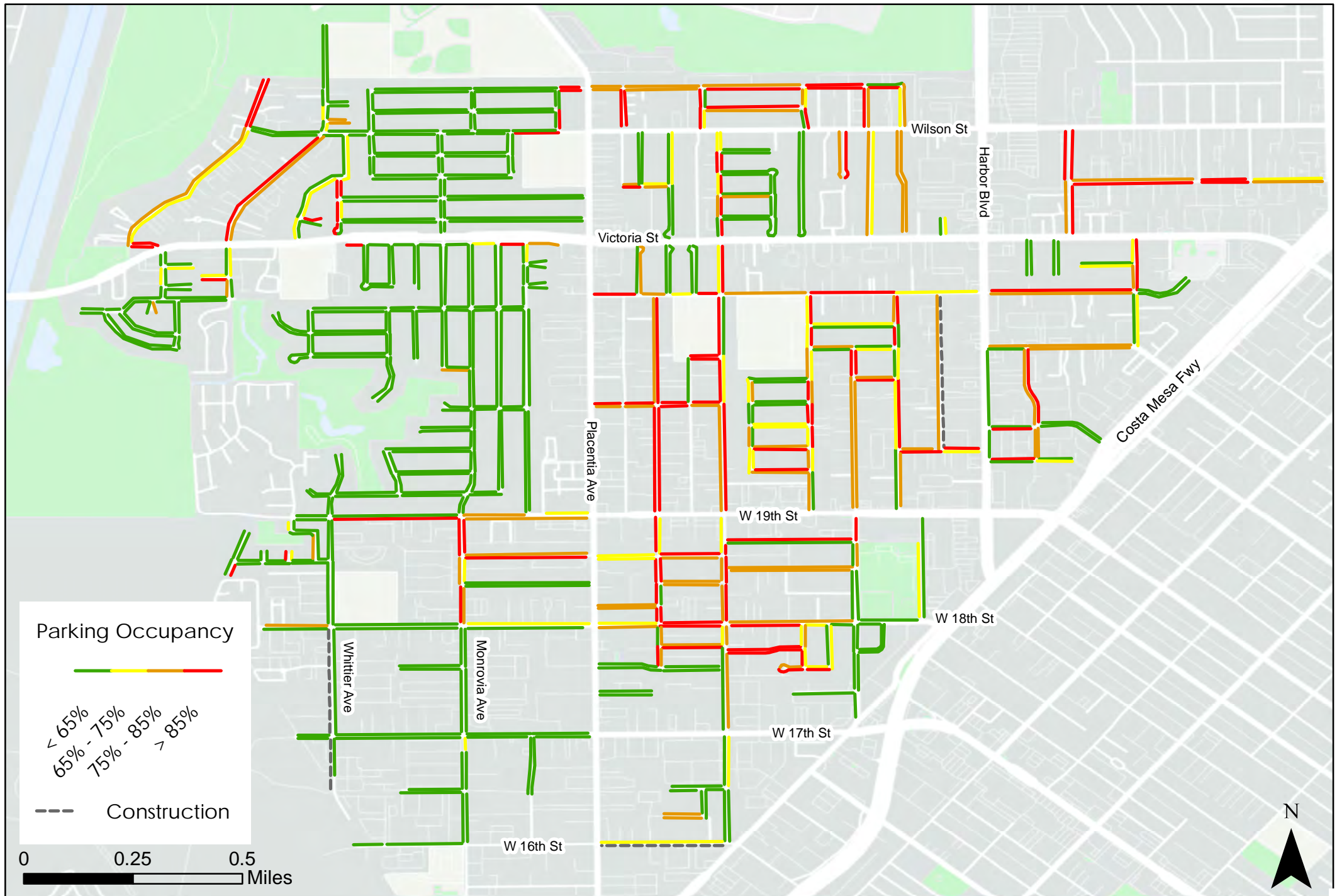


Data Collected October 17, 2020



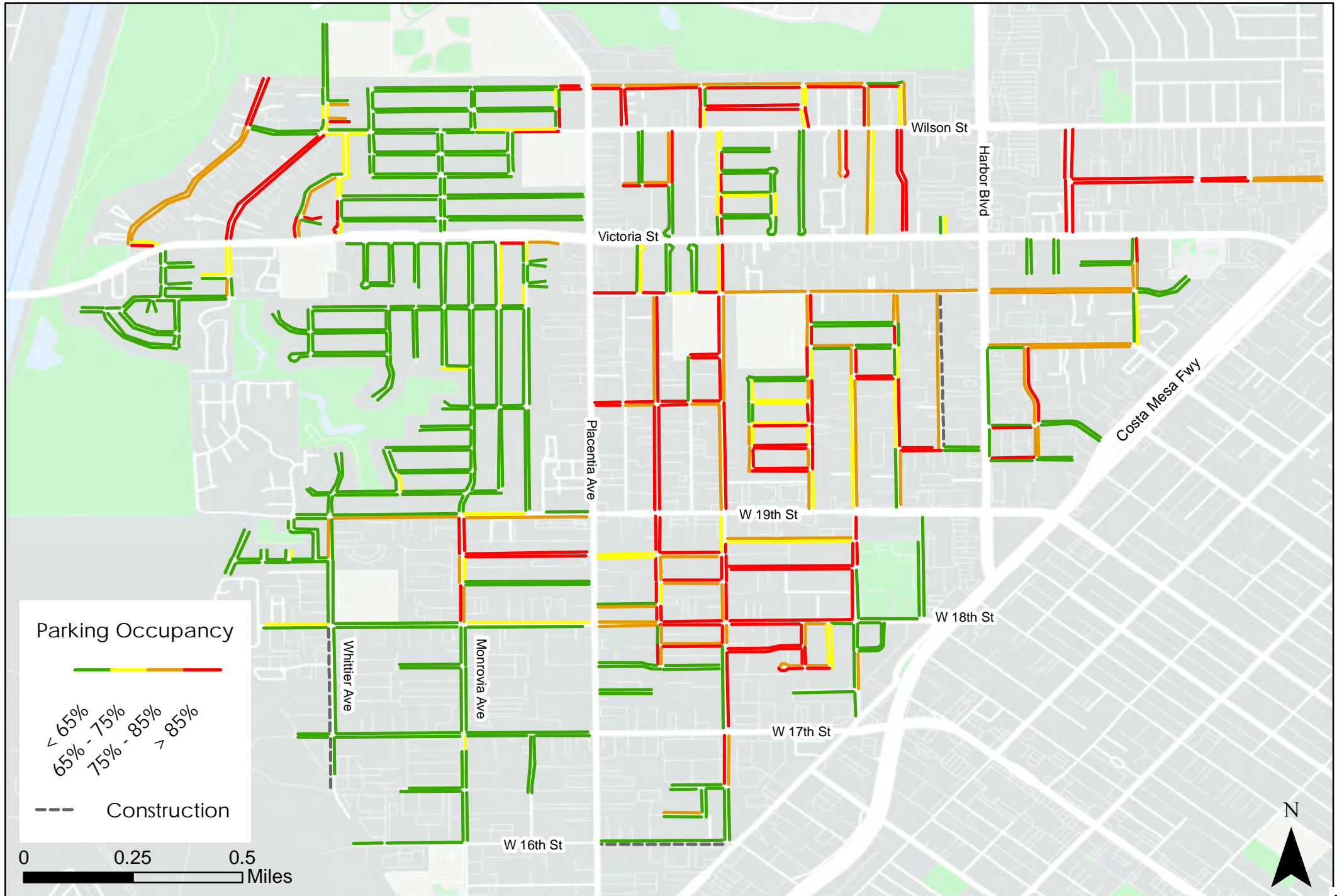


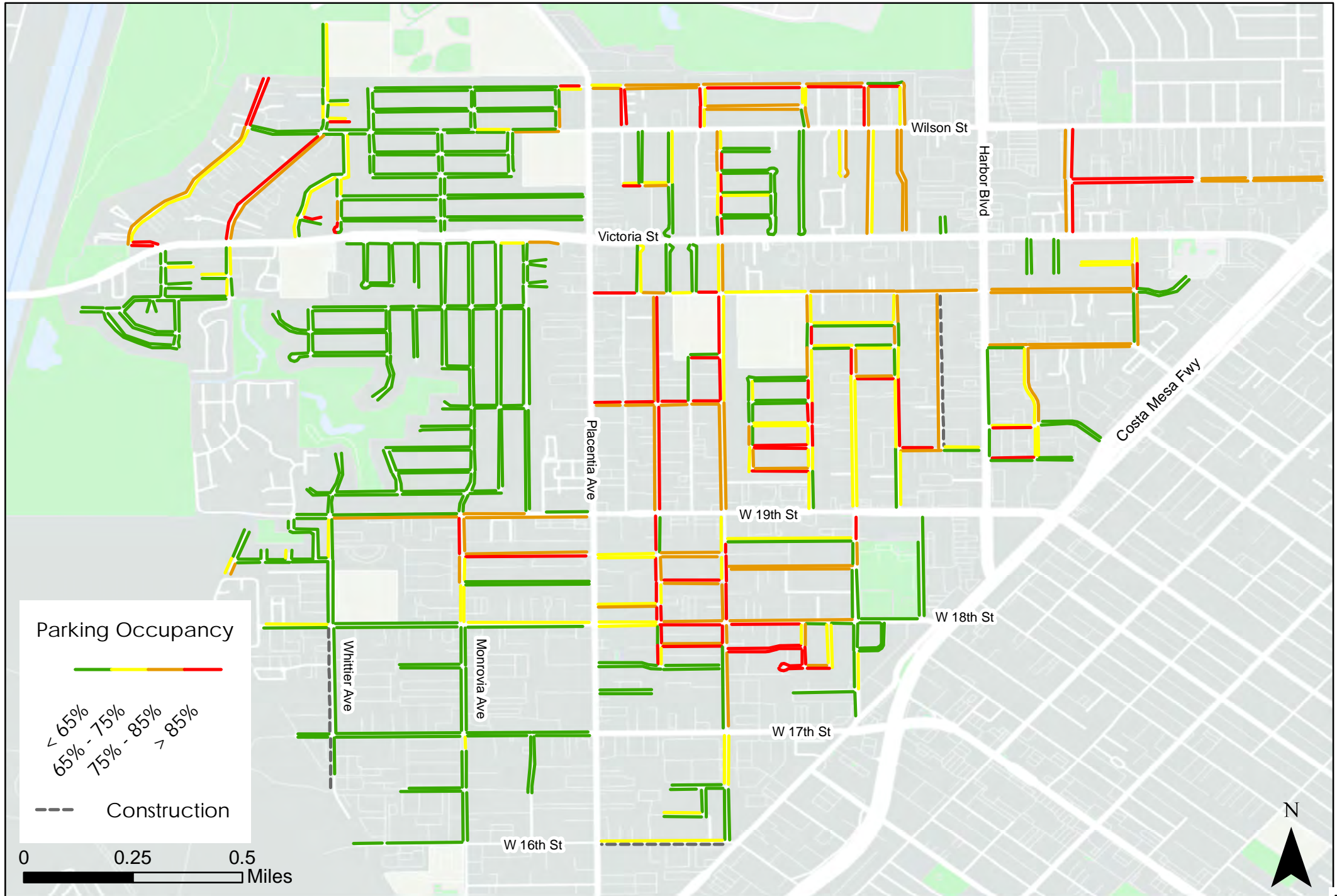
Data Collected October 17, 2020



Data Collected October 17, 2020

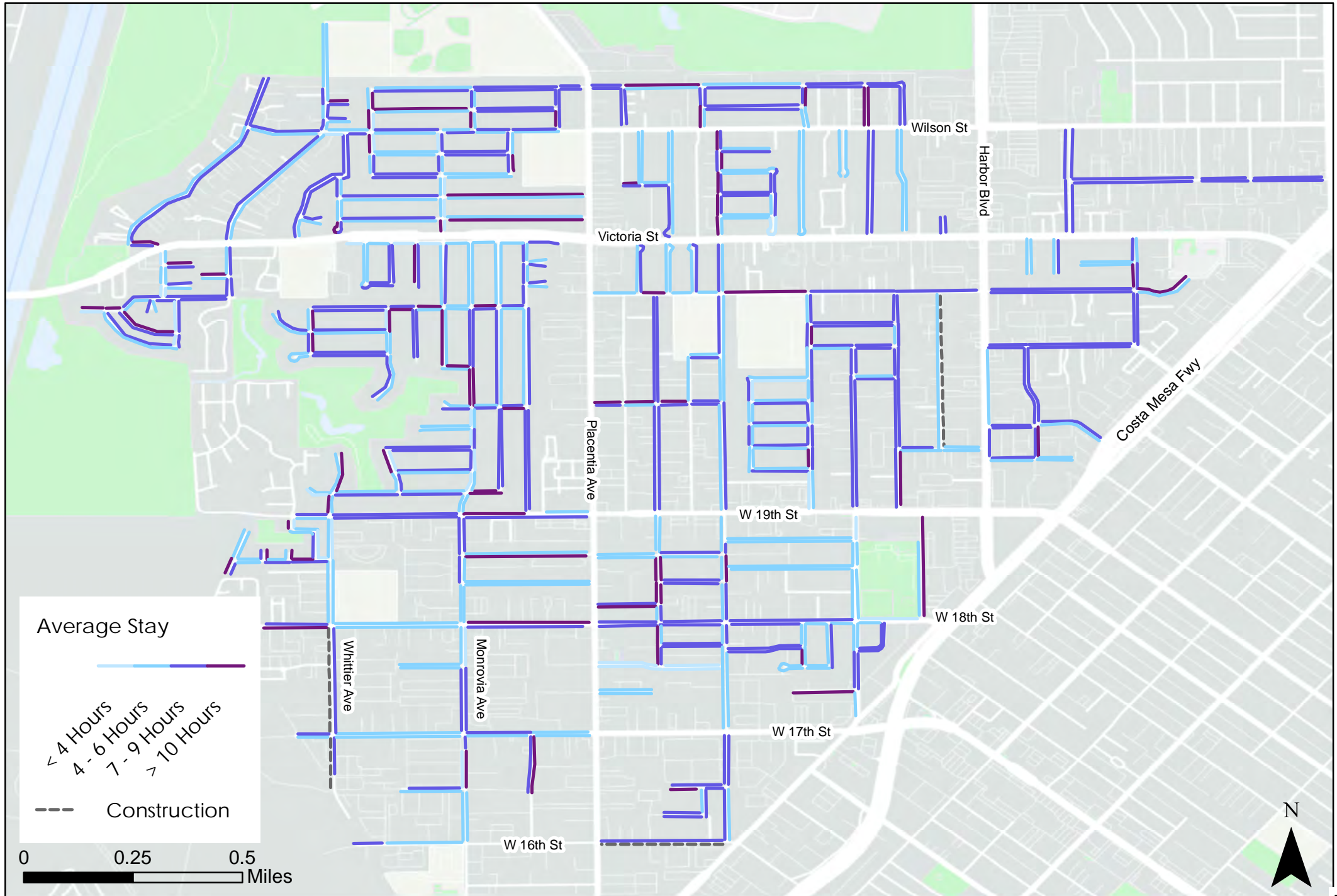






Data Collected October 17, 2020





Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>American Ave</b>					
<b>American Pl-American Ave-State Ave</b>					
E	25	48%	48%	48%	84%
W	45	31%	27%	44%	64%
<b>Victoria St-American Ave-American Pl</b>					
E	10	40%	40%	60%	80%
W	8	38%	25%	38%	88%
<b>American Pl</b>					
<b>American Ave-American Pl-End</b>					
N	7	100%	100%	100%	100%
S	8	38%	75%	75%	75%
<b>Anaheim Ave</b>					
<b>Center St-Anaheim Ave-Plumer St</b>					
E	13	31%	0%	8%	62%
<b>Park Dr-Anaheim Ave-Terminal Way</b>					
E	14	93%	57%	43%	43%
W	15	40%	40%	33%	73%
<b>Plumer St-Anaheim Ave-Center St</b>					
W	10	20%	30%	20%	80%
<b>Terminal Way-Anaheim Ave-Superior Ave</b>					
W	3	0%	33%	33%	33%
<b>W 18th St-Anaheim Ave-Center St</b>					
E	33	82%	36%	36%	55%
W	24	13%	13%	38%	54%
<b>W 18th St-Anaheim Ave-Park Dr</b>					
E	9	56%	33%	33%	22%
W	14	36%	21%	43%	57%
<b>W 19th St-Anaheim Ave-Plumer St</b>					
E	3	33%	0%	33%	100%
<b>W 19th St-Anaheim Ave-Yorkshire St</b>					
E	49	55%	49%	65%	61%
<b>W Bay St-Anaheim Ave-Yorkshire St</b>					
E	12	50%	17%	67%	83%
W	10	60%	50%	80%	70%
<b>Wilson St-Anaheim Ave-End</b>					
E	18	11%	61%	61%	89%
W	15	40%	40%	80%	80%
<b>Yorkshire St-Anaheim Ave-W 19th St</b>					
W	50	34%	36%	78%	68%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Arbor St</b>					
<b>Continental Ave-Arbor St-Monrovia Ave</b>					
N	11	27%	18%	9%	9%
S	16	38%	25%	38%	38%
<b>Republic Ave-Arbor St-Monrovia Ave</b>					
N	24	8%	0%	8%	8%
S	18	33%	22%	17%	33%
<b>Whittier Ave-Arbor St-End</b>					
N	9	56%	44%	33%	44%
S	8	63%	38%	50%	50%
<b>Whittier Ave-Arbor St-Republic Ave</b>					
N	21	14%	14%	10%	10%
S	35	26%	6%	9%	9%
<b>Arnold Ave</b>					
<b>Cove St-Arnold Ave-Seal St</b>					
E	6	100%	83%	50%	50%
W	11	82%	82%	36%	36%
<b>Ross St-Arnold Ave-Surf St</b>					
W	17	82%	76%	76%	71%
<b>Seal St-Arnold Ave-Ross St</b>					
E	8	88%	75%	38%	38%
W	10	70%	70%	50%	30%
<b>Surf St-Arnold Ave-Beach St</b>					
E	8	75%	50%	88%	88%
W	11	82%	91%	73%	73%
<b>Surf St-Arnold Ave-Ross St</b>					
E	8	88%	75%	63%	88%
<b>Aviemoore Terrace</b>					
<b>Gleneagles Terrace-Aviemoore Terrace-Valley Rd</b>					
E	41	12%	7%	5%	12%
W	33	30%	24%	21%	30%
<b>Avocado St</b>					
<b>Avalon St-Avocado St-Fairview Rd</b>					
N	20	70%	60%	75%	80%
S	27	22%	67%	85%	85%
<b>College Ave-Avocado St-Rutgers Dr</b>					
N	41	88%	78%	90%	93%
S	42	21%	69%	86%	86%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Rutgers Dr-Avocado St-Avalon St</b>					
N	15	87%	60%	73%	80%
S	23	4%	52%	87%	78%
<b>Babcock St</b>					
<b>W 16th St-Babcock St-W 17th St</b>					
W	21	81%	90%	52%	48%
<b>W 17th St-Babcock St-W 16th St</b>					
E	23	61%	61%	39%	26%
<b>Balmoral Pl</b>					
<b>Sea Bluff Dr-Balmoral Pl-End</b>					
E	6	33%	33%	33%	33%
W	4	25%	25%	25%	25%
<b>Beach St</b>					
<b>Arnold Ave-Beach St-Meyer Pl</b>					
N	18	83%	39%	72%	94%
S	20	65%	35%	70%	85%
<b>Bernard St</b>					
<b>Charle St-Bernard St-Harbor Blvd</b>					
S	12	8%	42%	67%	58%
<b>Charle St-Bernard St-Maple Ave</b>					
S	12	17%	42%	25%	25%
<b>Charle Street-Bernard St-Maple Ave</b>					
N	11	55%	45%	64%	73%
<b>Harbor Blvd-Bernard St-Charle St</b>					
N	13	46%	46%	77%	46%
<b>Parsons St-Bernard St-End</b>					
N	11	0%	18%	27%	27%
S	12	33%	58%	67%	67%
<b>Parsons St-Bernard St-Harbor Blvd</b>					
N	11	27%	91%	91%	91%
S	17	76%	53%	71%	71%
<b>Canyon Dr</b>					
<b>Glen Cir-Canyon Dr-Sea Bluff Dr</b>					
W	6	0%	33%	0%	0%
<b>Local Access-Canyon Dr-Nancy Ln</b>					
W	30	80%	80%	37%	13%
<b>Local Access-Canyon Dr-Trabuco Cir</b>					
W	7	29%	29%	29%	57%
<b>Modjeska Cir-Canyon Dr-Trabuco Cir</b>					



Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
E Modjeska Cir-Canyon Dr-Wilson St	4	75%	50%	25%	75%
W Sea Bluff Dr-Canyon Dr-Glen Cir	5	0%	0%	40%	60%
E Trabuco Cir-Canyon Dr-End	10	10%	20%	20%	20%
E Trauoco Cir-Canyon Dr-Modjeska Cir	10	90%	90%	50%	70%
W Victoria St-Canyon Dr-Glen Cir	7	14%	29%	57%	71%
E Wilson St-Canyon Dr-Modjeska Cir	8	50%	50%	75%	75%
W Wilson St-Canyon Dr-Modjeska Cir	8	50%	50%	38%	38%
E Wilson St-Canyon Dr-Victoria St	3	67%	33%	33%	33%
E Capital St	47	4%	45%	66%	66%
W Capital St	37	14%	46%	68%	70%
Continental Ave-Capital St-National Ave					
N National Ave-Capital St-Continental Ave	25	24%	24%	24%	24%
S National Ave-Capital St-Republic Ave	23	22%	22%	13%	13%
N Pomona Ave-Capital St-End	24	13%	13%	13%	17%
N S Republic Ave-Capital St-National Ave	13	0%	0%	8%	15%
S Cedar Pl	15	13%	7%	33%	27%
S Cedar Pl	23	9%	22%	30%	30%
Monrovia Ave-Cedar Pl-Republic Ave					
N Center St	27	41%	33%	37%	33%
S Center St	30	33%	17%	40%	43%
Anaheim Ave-Center St-Pomona Ave					
N Monrovia Ave-Center St-Placentia Ave	48	77%	79%	63%	79%
S Placentia Ave-Center St-Monrovia Ave	57	89%	74%	93%	95%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
N Placentia Ave-Center St-Wallace Ave	59	29%	80%	81%	58%
N S	16	44%	13%	19%	63%
S Pomona Ave-Center St-Anaheim Ave	19	37%	5%	21%	68%
S Pomona Ave-Center St-Wallace Ave	47	19%	19%	68%	83%
N Wallace Ave-Center St-Pomona Ave	21	43%	24%	86%	86%
S Charle Dr	19	32%	21%	89%	89%
End-Charle Dr-Victoria St					
W Victoria St-Charle Dr-End	8	63%	38%	63%	75%
E Charle St	7	43%	43%	71%	71%
Hamilton St-Charle St-Bernard St					
E	60	23%	37%	60%	72%
W College Ave	67	21%	37%	69%	84%
Avocado St-College Ave-Victoria St					
W	13	8%	15%	62%	92%
Avocado St-College Ave-Wilson St					
E	38	100%	100%	95%	95%
Victoria St-College Ave-Avocado St					
E	35	94%	83%	94%	94%
Victoria St-College Ave-End					
E	7	14%	0%	0%	29%
W	10	20%	10%	30%	40%
Wilson St-College Ave-Avocado St					
W	21	0%	24%	52%	90%
Congress St					
End-Congress St-Wallace Ave					
S	9	0%	11%	44%	89%
National Ave-Congress St-Placentia Ave					
S	43	2%	21%	35%	49%
National Ave-Congress St-State Ave					
N	36	6%	0%	11%	11%
Placentia Ave-Congress St-National Ave					

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
N Pomona Ave-Congress St-Puente Ave	55	5%	18%	31%	31%
N	14	29%	14%	71%	79%
S	18	33%	39%	67%	72%
Raleigh Ave-Congress St-Wallace Ave					
N	9	22%	11%	22%	78%
State Ave-Congress St-National Ave					
S	37	3%	8%	22%	22%
Wallace Ave-Congress St-End					
N	6	33%	33%	83%	83%
Wallace Ave-Congress St-Raleigh Ave					
S	9	22%	22%	44%	89%
Continental Ave					
Arbor St-Continental Ave-W 20th St					
E	37	27%	19%	14%	24%
Capital Ave-Continental Ave-Wilson St					
E	8	0%	0%	0%	0%
Capital St-Continental Ave-Senate St					
W	7	29%	29%	14%	14%
Oak St-Continental Ave-W 20th Ave					
W	43	33%	23%	28%	26%
Senate St-Continental Ave-Wilson St					
E	11	9%	36%	36%	36%
Victoria St-Continental Ave-Oak St					
E	27	48%	41%	41%	44%
W	27	41%	37%	33%	63%
W 20th St-Continental Ave-Arbor St					
W	44	25%	16%	30%	23%
W 20th St-Continental Ave-Oak St					
E	44	52%	43%	34%	43%
Wilson St-Continental Ave-Capital St					
W	5	0%	20%	40%	40%
Cove St					
Arnold Ave-Cove St-Meyer Pl					
S	18	39%	0%	39%	39%
Meyer Pl-Cove St-Arnold Ave					
N	20	20%	15%	30%	35%
Crestmont Pl					
Park Dr-Crestmont Pl-Shalimar Dr					

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
E Park Dr-Crestmont Pl-W 18th St	8	63%	50%	88%	88%
E Shalimar Dr-Crestmont Pl-Park Dr	6	67%	67%	83%	83%
E W 18th St-Crestmont Pl-Park Dr	7	71%	71%	86%	86%
W Darrell St	10	70%	60%	70%	70%
Meyer Pl-Darrell St-Pomona Ave					
N Monrovia Ave-Darrell St-Federal Ave	31	90%	77%	77%	77%
N S Pomona Ave-Darrell St-Meyer Pl	31 32	6% 41%	10% 31%	16% 38%	26% 47%
S Republic Ave-Darrell St-Monrovia Ave	35	37%	43%	63%	63%
N S Dogwood St	41 41	7% 44%	15% 34%	17% 41%	15% 44%
Cedar Pl-Dogwood St-Evergreen Pl					
N Monrovia Ave-Dogwood St-Republic Ave	31	23%	32%	29%	29%
S Evergreen Pl	35	14%	14%	20%	20%
End-Evergreen Pl-Monrovia Ave					
S Monrovia Ave-Evergreen Pl-End	20	35%	30%	40%	35%
N Farad St	21	38%	29%	14%	48%
Ohms Way-Farad St-End					
S Ohms Way-Farad St-Pomona Ave	15	0%	53%	53%	20%
S Pomona Ave-Farad St-End	7	71%	100%	57%	29%
N Federal Ave	24	29%	46%	38%	21%
Darrell St-Federal Ave-Joann St					
E W	8 10	13% 0%	25% 20%	25% 50%	75% 70%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Oak St-Federal Ave-W 20th St</b>					
E	43	33%	30%	28%	26%
W	36	39%	36%	31%	33%
<b>Pine Pl-Federal Ave-Oak St</b>					
W	8	0%	25%	38%	63%
<b>Pine Pl-Federal Ave-Plum Pl</b>					
E	8	25%	13%	13%	25%
<b>Plum Pl-Federal Ave-End</b>					
E	6	50%	50%	67%	83%
<b>Plum Pl-Federal Ave-Pine Pl</b>					
W	11	36%	36%	18%	18%
<b>Victoria St-Federal Ave-Plum Pl</b>					
W	8	38%	25%	38%	63%
<b>W 20th St-Federal Ave-W 19th St</b>					
E	56	23%	13%	16%	16%
W	36	22%	19%	19%	22%
<b>Wilson St-Federal Ave-Darrell St</b>					
E	8	25%	38%	50%	88%
W	8	13%	25%	50%	75%
<b>Ford Rd</b>					
<b>Harbor Blvd-Ford Rd-Parsons St</b>					
S	8	90%	85%	67%	54%
<b>Newport Blvd-Ford Rd-Parsons St</b>					
N	13	15%	0%	23%	23%
<b>Parsons St-Ford Rd-Newport Blvd</b>					
S	15	13%	20%	40%	40%
<b>Glen Cir</b>					
<b>Canyon Dr-Glen Cir-End</b>					
N	6	33%	50%	50%	50%
S	8	13%	13%	38%	63%
<b>Gleneagles Terrace</b>					
<b>Aviemoore Terrace-Gleneagles Terrace-End</b>					
N	7	29%	29%	29%	29%
S	9	11%	22%	11%	11%
<b>Gleneagles Terrace-Gleneagles Terrace-Aviemoore Terrace</b>					
N	3	33%	33%	33%	33%
<b>Sea Bluff Dr-Gleneagles Terrace-Valley Rd</b>					
E	23	22%	17%	13%	13%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
W Governor St	24	29%	38%	33%	29%
National Ave-Governor St-Placentia Ave					
S	46	17%	13%	22%	22%
National Ave-Governor St-State Ave					
N	34	44%	32%	35%	35%
Placentia Ave-Governor St-National Ave					
N	44	16%	16%	23%	27%
Pomona Ave-Governor St-Puente Ave					
N	15	13%	7%	13%	40%
S	16	6%	38%	31%	31%
State Ave-Governor St-National Ave					
S	31	19%	29%	23%	23%
Grove Pl					
Republic Ave-Grove Pl-State Ave					
N	25	4%	12%	4%	4%
S	28	11%	11%	18%	18%
State Ave-Grove Pl-End					
N	7	14%	0%	29%	14%
S	11	18%	18%	18%	36%
Hamilton St					
End-Hamilton St-Thurin St					
N	20	10%	0%	45%	30%
Harbor Blvd-Hamilton St-Maple Ave					
N	25	36%	32%	68%	76%
Harbor Blvd-Hamilton St-Thurin St					
S	48	4%	35%	54%	54%
Maple Ave-Hamilton St-Meyer Pl					
N	23	70%	35%	78%	83%
Meyer Pl-Hamilton St-Pomona Ave					
N	9	78%	22%	56%	78%
Placentia Ave-Hamilton St-Wallace Ave					
N	15	60%	47%	93%	100%
Pomona Ave-Hamilton St-Sterling Ave					
N	5	20%	0%	60%	80%
Raleigh Ave-Hamilton St-Wallace Ave					
N	23	48%	35%	78%	83%
Sterling Ave-Hamilton St-Raleigh Ave					
N	6	50%	0%	83%	67%



Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Thurin St-Hamilton St-End</b>					
S	22	9%	14%	27%	14%
<b>Thurin St-Hamilton St-Harbor Blvd</b>					
N	47	9%	32%	64%	40%
<b>Harbor Blvd</b>					
<b>Bernard St-Harbor Blvd-Ford Rd</b>					
E	12	75%	75%	50%	50%
<b>Ford Rd-Harbor Blvd-W Bay St</b>					
E	16	63%	63%	50%	44%
<b>James St</b>					
<b>Pomona Ave-James St-Wallace Ave</b>					
N	23	83%	87%	87%	91%
<b>Wallace Ave-James St-Pomona Ave</b>					
S	23	91%	83%	96%	91%
<b>Joann St</b>					
<b>End-Joann St-Federal Ave</b>					
N	7	14%	29%	57%	86%
<b>Federal Ave-Joann St-End</b>					
S	7	0%	71%	86%	86%
<b>Federal Ave-Joann St-Monrovia Ave</b>					
N	34	41%	29%	44%	50%
S	33	9%	12%	12%	15%
<b>Maple St-Joann St-Meyer Pl</b>					
N	23	39%	39%	74%	74%
<b>Maple St-Joann St-Miner St</b>					
S	12	33%	25%	92%	92%
<b>Meyer Pl-Joann St-Maple St</b>					
S	18	61%	56%	94%	94%
<b>Meyer Pl-Joann St-Pomona Ave</b>					
N	40	48%	0%	75%	75%
<b>Miner St-Joann St-Maple St</b>					
N	21	52%	10%	71%	71%
<b>Monrovia Ave-Joann St-Republic Ave</b>					
N	45	31%	27%	18%	40%
S	45	2%	11%	13%	11%
<b>Pamela Ln-Joann St-Placentia Ave</b>					
E	14	50%	0%	50%	50%
N	21	38%	52%	81%	81%
<b>Pamela Ln-Joann St-Pomona Ave</b>					

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
S Placentia Ave-Joann St-Pamela Ln	27	30%	0%	78%	78%
S Pomona Ave-Joann St-Meyer Pl	10	30%	0%	70%	70%
S Pomona Ave-Joann St-Pamela Ln	34	50%	0%	74%	74%
N Kenwood Pl	30	23%	0%	63%	83%
Shalimar Dr-Kenwood Pl-W 18th St					
W	19	74%	58%	53%	74%
W 18th St-Kenwood Pl-Shalimar Dr					
W	17	71%	24%	53%	88%
Knowell Pl					
Meyer Pl-Knowell Pl-Maple Ave					
N	24	38%	21%	42%	33%
S	29	48%	17%	52%	41%
Linden Pl					
State Ave-Linden Pl-End					
N	22	32%	23%	18%	32%
S	21	5%	0%	10%	14%
State Ave-Linden Pl-Republic Ave					
N	24	29%	42%	21%	21%
S	34	21%	15%	12%	12%
Maple Ave					
Bernard St-Maple Ave-W 19th St					
W	25	28%	4%	28%	28%
Bernard St-Maple Ave-Yorkshire St					
E	29	48%	45%	97%	97%
Hamilton St-Maple Ave-Knowell Pl					
E	11	36%	9%	64%	55%
W	12	50%	8%	75%	58%
Knowell Pl-Maple Ave-W Bay St					
E	8	63%	13%	63%	38%
W	7	57%	14%	57%	43%
W 19th St-Maple Ave-Bernard St					
E	18	22%	11%	22%	22%
W Bay St-Maple Ave-Yorkshire St					
W	12	33%	33%	58%	50%
Yorkshire St-Maple Ave-Bernard St					

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
W Yorkshire St-Maple Ave-W Bay St	29	45%	38%	76%	76%
E Maple St	12	50%	17%	83%	67%
Joann St-Maple St-Wilson St					
W	17	41%	59%	82%	82%
Victoria St-Maple St-Wilson St					
E	49	27%	29%	61%	71%
Wilson St-Maple St-Joann St					
E	18	50%	67%	83%	83%
Wilson St-Maple St-Victoria St					
W	45	42%	36%	64%	62%
Meyer Pl					
Beach St-Meyer Pl-Surf St					
N	20	70%	45%	85%	90%
Beach St-Meyer Pl-W 19th St					
W	6	83%	67%	83%	83%
Cove St-Meyer Pl-Seal St					
W	6	100%	0%	83%	67%
Darrell St-Meyer Pl-Joann St					
E	3	100%	100%	100%	100%
W	9	0%	11%	56%	78%
Hamilton St-Meyer Pl-Knowell Pl					
W	11	36%	27%	64%	82%
E	9	100%	100%	78%	78%
Knowell Pl-Meyer Pl-W Bay St					
W	13	62%	15%	54%	92%
Meyer Pl-Meyer Pl-Arnold Ave					
N	22	23%	14%	36%	68%
Ross St-Meyer Pl-Seal St					
E	9	100%	78%	56%	78%
Ross St-Meyer Pl-Surf St					
E	8	88%	75%	75%	75%
Seal St-Meyer Pl-Cove St					
E	10	60%	50%	50%	60%
Seal St-Meyer Pl-Ross St					
E	7	86%	86%	71%	86%
Surf St-Meyer Pl-Beach St					
E	9	78%	67%	78%	78%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
W Surf St-Meyer Pl-Ross St	10	70%	60%	80%	70%
E W Bay St-Meyer Pl-Cove St	10	90%	80%	90%	100%
W	12	33%	17%	50%	83%
E	12	83%	75%	58%	58%
W Bay St-Meyer Pl-Knowell Pl					
E	8	88%	88%	63%	63%
W 19th St-Meyer Pl-Beach St					
E	14	57%	50%	57%	57%
Wilson St-Meyer Pl-Darrell St					
E	9	56%	67%	56%	89%
W	9	33%	22%	22%	44%
Wilson St-Meyer Pl-End					
E	38	16%	16%	24%	37%
W	36	28%	8%	22%	36%
Miner St					
Joann St-Miner St-Wilson St					
W	27	37%	30%	63%	63%
Wilson St-Miner St-End					
E	33	6%	24%	42%	85%
W	39	23%	36%	56%	77%
Modjeska Cir					
Canyon Dr-Modjeska Cir-End					
S	5	60%	80%	80%	60%
End-Modjeska Cir-Canyon Dr					
N	6	67%	33%	50%	83%
Monrovia Ave					
Arbor St-Monrovia Ave-Cedar Pl					
E	7	43%	0%	0%	0%
Arbor St-Monrovia Ave-W 19th St					
E	9	11%	0%	0%	11%
W	6	0%	0%	0%	0%
Cedar Pl-Monrovia Ave-Dogwood St					
E	11	9%	0%	0%	0%
Center St-Monrovia Ave-Towne St					
E	7	86%	86%	86%	43%
W	5	20%	0%	100%	100%
Center St-Monrovia Ave-W 19th St					

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
E Darrell St-Monrovia Ave-Wilson St	9	78%	89%	78%	89%
W Dogwood St-Monrovia Ave-Cedar Pl	7	14%	29%	43%	29%
W Dogwood St-Monrovia Ave-Evergreen Pl	8	38%	0%	0%	0%
E Evergreen Pl-Monrovia Ave-Dogwood St	8	25%	0%	13%	25%
W Evergreen Pl-Monrovia Ave-W 20th St	6	0%	0%	0%	0%
E Joann St-Monrovia Ave-Darrell St	7	0%	0%	0%	43%
E	11	0%	0%	0%	0%
W National Ave-Monrovia Ave-Oak St	8	0%	0%	0%	0%
E National Ave-Monrovia Ave-W 20th St	29	17%	17%	21%	17%
W Newhall St-Monrovia Ave-Play Port Mobile Village Driveway	16	6%	13%	6%	6%
E Newhall St-Monrovia Ave-W 16th St	5	80%	20%	0%	20%
W Oak St-Monrovia Ave-National Ave	22	50%	82%	55%	5%
W Play Port Mobile Village Driveway-Monrovia Ave-W 17th St	24	33%	17%	21%	38%
E Sunset Dr-Monrovia Ave-W 17th St	3	67%	67%	33%	33%
W Towne St-Monrovia Ave-W 18th St	17	47%	41%	29%	29%
W Victoria St-Monrovia Ave-Oak St	14	29%	14%	93%	100%
W W 16th St-Monrovia Ave-Newhall St	28	4%	11%	29%	32%
E W 17th St-Monrovia Ave-Newhall St	16	81%	81%	25%	13%
W W 17th St-Monrovia Ave-Sunset Dr	11	0%	9%	27%	18%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
E W 18th St-Monrovia Ave-Sunset Dr	12	58%	58%	33%	33%
E W	16	63%	50%	6%	19%
W W 18th St-Monrovia Ave-Towne St	14	57%	50%	29%	64%
E W 19th St-Monrovia Ave-Center St	16	94%	69%	63%	94%
W W 20th St-Monrovia Ave-Evergreen Pl	13	46%	85%	100%	100%
W W 20th St-Monrovia Ave-National Ave	7	14%	14%	29%	29%
E Wilson St-Monrovia Ave-Darrell St	16	6%	0%	6%	6%
E National Ave	8	0%	0%	0%	13%
Capital St-National Ave-Senate St					
E	7	14%	14%	14%	14%
W	7	0%	0%	43%	43%
Capital St-National Ave-Wilson St					
E	6	17%	17%	17%	17%
Congress St-National Ave-Governor St					
W	7	43%	43%	14%	14%
Governor St-National Ave-Congress St					
E	9	0%	0%	0%	0%
Governor St-National Ave-Victoria St					
W	3	33%	33%	0%	33%
Monrovia Ave-National Ave-National Ave					
N	9	33%	33%	22%	33%
National Ave-National Ave-Monrovia Ave					
S	9	22%	22%	33%	22%
National Ave-National Ave-Oak St					
E	28	21%	21%	25%	32%
Oak St-National Ave-National Ave					
E	26	85%	58%	65%	65%
W	30	20%	23%	27%	17%
Senate St-National Ave-Congress St					
E	7	0%	0%	0%	0%
W	6	33%	33%	17%	17%
Victoria St-National Ave-Oak St					



Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
E	27	26%	22%	15%	44%
W	25	16%	16%	16%	28%
<b>Victory St-National Ave-Governer St</b>					
E	3	0%	0%	0%	0%
<b>Wilson St-National Ave-Capital St</b>					
W	7	0%	0%	0%	0%
<b>Newhall St</b>					
<b>End-Newhall St-Monrovia Ave</b>					
S	20	30%	40%	30%	15%
<b>Monrovia Ave-Newhall St-End</b>					
N	23	17%	17%	17%	13%
<b>Newton Way</b>					
<b>End-Newton Way-Placentia Ave</b>					
N	27	41%	41%	48%	15%
<b>Placentia Ave-Newton Way-End</b>					
S	22	41%	64%	50%	5%
<b>Oak St</b>					
<b>Continental Ave-Oak St-Federal Ave</b>					
N	28	2%	14%	21%	25%
S	7	0%	0%	0%	0%
<b>Continental Ave-Oak St-Monrovia Ave</b>					
N	7	43%	57%	43%	57%
S	9	11%	11%	22%	22%
<b>Monrovia Ave-Oak St-National Ave</b>					
N	7	57%	14%	0%	29%
<b>National Ave-Oak St-Monrovia Ave</b>					
S	10	30%	30%	10%	10%
<b>National Ave-Oak St-President Pl</b>					
N	11	9%	9%	9%	18%
<b>President Pl-Oak St-National Ave</b>					
S	8	0%	0%	0%	0%
<b>President Pl-Oak St-Republic Ave</b>					
N	11	36%	27%	18%	18%
S	10	60%	40%	40%	40%
<b>Republic Ave-Oak St-State Ave</b>					
N	33	30%	21%	24%	27%
S	25	36%	20%	24%	28%
<b>Ohms Way</b>					
<b>End-Ohms Way-Mid-Block</b>					

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
N	13	31%	92%	92%	69%
S	13	69%	92%	77%	77%
<b>Farad St-Ohms Way-Mid-Block</b>					
E	9	56%	78%	78%	22%
W	13	23%	54%	69%	0%
<b>Pacific Ave</b>					
<b>Victoria Pl-Pacific Ave-Wilson St</b>					
E	55	45%	51%	67%	67%
W	52	38%	44%	54%	52%
<b>Wilson St-Pacific Ave-End</b>					
E	21	19%	67%	86%	86%
W	16	6%	25%	75%	75%
<b>Pamela Ln</b>					
<b>End-Pamela Ln-Joann St</b>					
E	15	60%	60%	87%	87%
<b>Joann St-Pamela Ln-End</b>					
W	16	31%	38%	88%	88%
<b>Park Ave</b>					
<b>W 18th St-Park Ave-W 19th St</b>					
E	12	8%	0%	8%	0%
<b>W 19th St-Park Ave-W 18th St</b>					
W	56	29%	43%	54%	54%
<b>Park Dr</b>					
<b>Anaheim Ave-Park Dr-W 18th St</b>					
N	38	0%	24%	42%	34%
S	19	42%	26%	47%	42%
<b>Crestmont Pl-Park Dr-Pomona Ave</b>					
S	30	80%	83%	80%	73%
<b>Pomona Ave-Park Dr-Crestmont Pl</b>					
N	25	80%	84%	96%	96%
<b>W 18th St-Park Dr-Anaheim Ave</b>					
N	16	38%	38%	38%	44%
<b>Parkcrest Dr</b>					
<b>1879 Parkcrest Dr-Parkcrest Dr-Parkhill Dr</b>					
W	5	40%	40%	20%	40%
<b>1882 Parkcrest Dr-Parkcrest Dr-1898 Parkcrest Dr</b>					
E	5	20%	20%	40%	40%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>1895 Parkcrest Dr-Parkcrest Dr-1879 Parkcrest Dr</b>					
W	13	8%	8%	31%	23%
<b>1898 Parkcrest Dr-Parkcrest Dr-W 19th St</b>					
E	4	0%	0%	0%	0%
W	3	33%	33%	33%	67%
<b>Parkhill Dr-Parkcrest Dr-1882 Parkcrest Dr</b>					
E	7	43%	29%	29%	29%
<b>Parkglen Cir</b>					
<b>End-Parkglen Cir-Parkhill Dr</b>					
W	4	25%	25%	0%	25%
<b>Parkhill Dr-Parkglen Cir-End</b>					
E	3	0%	0%	0%	33%
<b>Parkhill Dr</b>					
<b>Parkcrest Dr-Parkhill Dr-Parkvista Cir</b>					
N	9	67%	33%	33%	33%
<b>Parkcrest Dr-Parkhill Dr-Whittier Ave</b>					
N	3	0%	0%	0%	33%
<b>Parkglen Cir-Parkhill Dr-Parkvista Cir</b>					
N	11	0%	0%	0%	9%
<b>Parkglen Cir-Parkhill Dr-Whittier Ave</b>					
S	8	38%	13%	38%	38%
<b>Parkview Cir-Parkhill Dr-Parkglen Cir</b>					
S	6	17%	33%	0%	33%
<b>Parkvista Cir-Parkhill Dr-Parkcrest Dr</b>					
S	10	50%	50%	30%	60%
<b>Parkvista Cir-Parkhill Dr-Parkglen Cir</b>					
W	9	22%	33%	44%	33%
<b>Parkview Cir</b>					
<b>Parkhill Dr-Parkview Cir-End</b>					
E	12	54%	33%	33%	38%
W	10	50%	40%	50%	50%
<b>Parkvista Cir</b>					
<b>Parkhill Dr-Parkvista Cir-End</b>					
E	3	33%	33%	67%	67%
W	2	50%	50%	50%	100%
<b>Parsons St</b>					
<b>Ford Rd-Parsons St-Bernard St</b>					
E	13	15%	38%	38%	46%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
W Ford Rd-Parsons St-W Bay St	17	0%	6%	29%	29%
E Victoria St-Parsons St-End	28	39%	29%	71%	71%
E W Bay St-Parsons St-Ford Rd	10	0%	10%	10%	20%
W Pine Pl	11	0%	27%	36%	55%
W Federal Ave-Pine Pl-End	28	82%	57%	75%	75%
N S Plum Pl	8	25%	13%	0%	50%
S Federal Ave-Plum Pl-End	8	63%	38%	38%	63%
N S Plumer St	8	63%	25%	25%	63%
S Anaheim Ave-Plumer St-Pomona Ave	7	57%	57%	57%	57%
N Pomona Ave-Plumer St-Anaheim Ave	49	69%	65%	65%	73%
S Pomona Ave	50	72%	80%	82%	88%
W Capital St-Pomona Ave-Senate St	8	88%	75%	75%	88%
E Center St-Pomona Ave-Plumer St	6	33%	33%	50%	83%
W Center St-Pomona Ave-Weelo Dr	10	20%	10%	80%	90%
W Congress St-Pomona Ave-Governor St	11	64%	64%	64%	73%
E Darrell St-Pomona Ave-Wilson St	9	22%	22%	67%	67%
W Farad St-Pomona Ave-W 16th St	10	100%	100%	100%	100%
W Governor St-Pomona Ave-Congress St	14	93%	93%	64%	50%
E Governor St-Pomona Ave-Victoria St	6	0%	67%	100%	100%
E	2	50%	0%	100%	100%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
W Hamilton St-Pomona Ave-Sterling Ave	2	50%	50%	50%	50%
W Hamilton St-Pomona Ave-Victoria St	18	100%	100%	61%	61%
W James St-Pomona Ave-W 17th St	11	36%	18%	64%	91%
W Joann St-Pomona Ave-Darrell St	26	69%	65%	81%	88%
E Park Dr-Pomona Ave-W 18th St	7	57%	43%	86%	86%
W Senate St-Pomona Ave-Congress St	9	100%	100%	89%	89%
E Sterling Ave-Pomona Ave-Hamilton St	11	45%	73%	82%	91%
E W 16th St-Pomona Ave-Farad St	6	33%	42%	83%	83%
W W 17th St-Pomona Ave-Farad St	6	50%	50%	67%	50%
W Sterling Ave-Pomona Ave-W 20th St	20	55%	5%	65%	75%
W Victoria St-Pomona Ave-Hamilton St	12	92%	92%	100%	100%
W W 18th St-Pomona Ave-James St	16	50%	6%	44%	81%
E W 17th St-Pomona Ave-Park Dr	12	83%	83%	33%	8%
E W 18th St-Pomona Ave-Weelo Dr	26	88%	69%	81%	77%
W W 19th St-Pomona Ave-Center St	15	73%	73%	80%	80%
E W 20th St-Pomona Ave-Sterling Ave	34	47%	68%	82%	82%
W W 20th St-Pomona Ave-W 19th St	3	67%	100%	100%	100%
E W 19th St-Pomona Ave-W 20th St	9	22%	44%	89%	78%
W W 18th St-Pomona Ave-Weelo Dr	3	0%	0%	33%	67%
E W 17th St-Pomona Ave-Park Dr	30	53%	40%	80%	83%
E W 16th St-Pomona Ave-Farad St	14	57%	64%	71%	71%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
W Weelo Dr-Pomona Ave-Center St	33	79%	79%	67%	88%
E Weelo Dr-Pomona Ave-W 18th St	8	75%	13%	38%	88%
W Wilson St-Pomona Ave-Capital St	11	45%	18%	82%	91%
E President Pl	5	60%	20%	100%	100%
W End-President Pl-Oak St	4	75%	75%	100%	75%
W Oak St-President Pl-End	24	38%	29%	33%	29%
E Victoria St-President Pl-End	30	23%	27%	13%	17%
E Puente Ave	22	27%	27%	32%	32%
W Congress St-Puente Ave-Governor St	20	45%	45%	50%	50%
E Congress St-Puente Ave-Senate St	10	20%	0%	30%	30%
W Governor St-Puente Ave-Congress St	6	0%	0%	17%	33%
W Governor St-Puente Ave-End	8	25%	0%	38%	63%
E Senate St-Puente Ave-Congress St	5	0%	0%	0%	40%
W Ralcam Pl	12	0%	0%	0%	8%
E End-Ralcam Pl-Thurin St	10	10%	0%	20%	30%
S Thurin St-Ralcam Pl-End	19	11%	11%	47%	42%
N Raleigh Ave	19	11%	42%	32%	21%
E Congress St-Raleigh Ave-End	20	40%	40%	40%	35%
W Congress St-Raleigh Ave-Wilson St	20	30%	10%	15%	25%
W	17	53%	41%	35%	59%



Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Hamilton St-Raleigh Ave-End</b>					
E	20	25%	0%	55%	65%
W	18	11%	6%	33%	44%
<b>Wilson St-Raleigh Ave-Congress St</b>					
E	18	56%	22%	33%	33%
<b>Republic Ave</b>					
<b>Arbor St-Republic Ave-Cedar Pl</b>					
W	8	38%	63%	25%	25%
<b>Capital St-Republic Ave-Senate St</b>					
W	10	20%	30%	50%	50%
<b>Cedar Pl-Republic Ave-Arbor St</b>					
E	8	63%	50%	38%	38%
<b>Darrell St-Republic Ave-Joann St</b>					
E	10	20%	20%	20%	20%
<b>Darrell St-Republic Ave-Wilson St</b>					
W	10	10%	10%	10%	20%
<b>Dogwood St-Republic Ave-Cedar Pl</b>					
E	9	22%	11%	11%	0%
W	14	7%	7%	7%	7%
<b>Grove Pl-Republic Ave-End</b>					
E	27	7%	15%	26%	11%
W	22	9%	14%	18%	18%
<b>Grove Pl-Republic Ave-Linden Pl</b>					
E	7	0%	14%	29%	29%
<b>Joann St-Republic Ave-Darrell St</b>					
W	9	33%	11%	11%	22%
<b>Linden Pl-Republic Ave-Grove Pl</b>					
W	9	0%	11%	0%	0%
<b>Linden Pl-Republic Ave-Oak St</b>					
E	8	13%	13%	13%	13%
<b>Oak St-Republic Ave-Linden Pl</b>					
W	8	25%	0%	0%	38%
<b>Senate St-Republic Ave-Capital St</b>					
E	7	29%	14%	29%	29%
<b>Union Ave-Republic Ave-Victoria St</b>					
E	17	24%	18%	35%	24%
<b>Victoria St-Republic Ave-Union Ave</b>					
W	20	20%	20%	20%	15%
<b>Wilson St-Republic Ave-Capital St</b>					

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
E	7	29%	29%	29%	29%
W	7	71%	57%	57%	57%
<b>Wilson St-Republic Ave-Darrell St</b>					
E	8	0%	13%	0%	0%
<b>Ridgecrest Cir</b>					
<b>Valley Rd-Ridgecrest Cir-End</b>					
N	7	14%	14%	14%	14%
S	6	50%	50%	50%	50%
<b>Ross St</b>					
<b>Arnold Ave-Ross St-Meyer Pl</b>					
N	17	35%	29%	41%	41%
S	20	35%	5%	30%	55%
<b>Scott Pl</b>					
<b>Placentia Ave-Scott Pl-Wallace Ave</b>					
S	19	31%	46%	82%	85%
<b>Sea Bluff Dr</b>					
<b>Canyon Dr-Sea Bluff Dr-Valley Rd</b>					
N	20	0%	0%	0%	0%
S	14	0%	14%	7%	7%
<b>Valley Rd-Sea Bluff Dr-Balmoral Pl</b>					
S	9	0%	11%	22%	0%
<b>Valley Rd-Sea Bluff Dr-Gleneagles Terrace</b>					
N	14	0%	0%	14%	7%
S	11	0%	9%	18%	0%
<b>Seal St</b>					
<b>Arnold Ave-Seal St-Meyer Pl</b>					
S	22	55%	50%	73%	68%
<b>Senate St</b>					
<b>Continental Ave-Senate St-National Ave</b>					
N	24	33%	33%	33%	29%
<b>National Ave-Senate St-Continental Ave</b>					
S	28	39%	39%	32%	32%
<b>National Ave-Senate St-Republic Ave</b>					
N	23	22%	17%	30%	22%
<b>Pomona Ave-Senate St-Puente Ave</b>					
N	16	38%	6%	38%	75%
S	16	6%	6%	38%	63%
<b>Republic Ave-Senate St-National Ave</b>					
S	25	20%	16%	12%	12%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Shalimar Dr</b>					
<b>Crestmont Pl-Shalimar Dr-End N</b>	9	78%	67%	78%	89%
<b>Crestmont Pl-Shalimar Dr-Local Access S</b>	9	89%	89%	89%	100%
<b>Kenwood Pl-Shalimar Dr-Crestmont Pl N</b>	9	78%	56%	56%	100%
<b>S</b>	4	50%	50%	75%	75%
<b>State Ave</b>					
<b>American Ave-State Ave-Congress St W</b>	7	43%	43%	57%	57%
<b>American Ave-State Ave-Wilson St E</b>	16	31%	38%	50%	88%
<b>W</b>	34	50%	47%	56%	41%
<b>Congress St-State Ave-American Ave E</b>	6	50%	33%	50%	33%
<b>Congress St-State Ave-Governor St E</b>	8	0%	0%	0%	0%
<b>W</b>	7	71%	43%	43%	43%
<b>End-State Ave-Governor St E</b>	7	71%	43%	29%	86%
<b>Governor St-State Ave-End W</b>	3	100%	67%	100%	100%
<b>Grove Pl-State Ave-Linden Pl W</b>	7	43%	43%	29%	29%
<b>Linden Pl-State Ave-Grove Pl E</b>	10	40%	40%	40%	40%
<b>Oak Street-State Ave-Linden Pl E</b>	9	11%	33%	11%	11%
<b>Oak St-State Ave-Linden Pl W</b>	10	20%	20%	20%	20%
<b>Sterling Ave</b>					
<b>Hamilton St-Sterling Ave-End E</b>	20	10%	15%	35%	35%
<b>W</b>	15	0%	0%	33%	20%
<b>Pomona Ave-Sterling Ave-Sterling Ave S</b>	14	79%	79%	50%	86%
<b>Sterling Ave-Sterling Ave-Pomona Ave S</b>	10	100%	90%	90%	90%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Sterling Ave-Sterling Ave-W 20th St</b>					
W	7	71%	14%	0%	43%
<b>Sunset Dr</b>					
<b>End-Sunset Dr-Monrovia Ave</b>					
S	20	60%	70%	50%	75%
<b>Monrovia Ave-Sunset Dr-End</b>					
N	18	39%	56%	61%	50%
<b>Surf St</b>					
<b>Arnold Ave-Surf St-Meyer Pl</b>					
S	18	72%	72%	94%	83%
<b>Terminal Way</b>					
<b>End-Terminal Way-Anaheim Ave</b>					
S	28	43%	61%	46%	18%
<b>Thurin St</b>					
<b>Hamilton St-Thurin St-Ralcam Pl</b>					
E	11	9%	45%	91%	55%
<b>Hamilton St-Thurin St-W Bay St</b>					
W	23	65%	57%	61%	61%
<b>Ralcam Pl-Thurin St-Hamilton St</b>					
W	6	100%	83%	100%	0%
<b>Ralcam Pl-Thurin St-Victoria St</b>					
E	7	14%	86%	71%	71%
<b>Victoria St-Thurin St-Ralcam Pl</b>					
W	7	86%	57%	71%	57%
<b>W Bay St-Thurin St-Hamilton St</b>					
E	20	0%	30%	70%	60%
<b>Towne St</b>					
<b>Monrovia Ave-Towne St-Placentia Ave</b>					
N	38	32%	11%	21%	34%
S	40	20%	5%	23%	35%
<b>Trabuco Cir</b>					
<b>Canyon Dr-Trabuco Cir-Local Access</b>					
S	5	80%	80%	80%	80%
<b>End-Trabuco Cir-Canyon Dr</b>					
N	7	100%	57%	57%	86%
<b>Union Ave</b>					
<b>Union Ave-Union Ave-Republic Ave</b>					
N	9	22%	22%	22%	22%
S	23	48%	30%	35%	43%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Victoria St-Union Ave-Republic Ave</b>					
E	16	38%	44%	56%	38%
<b>Victoria St-Union Ave-Union Ave</b>					
W	18	44%	39%	39%	33%
<b>Valley Cir</b>					
<b>Valley Rd-Valley Cir-End</b>					
N	8	38%	50%	13%	13%
S	9	67%	44%	56%	56%
<b>Valley Rd</b>					
<b>Aviemore Terrace-Valley Rd-Gleneagles Terrace</b>					
E	7	43%	29%	57%	43%
<b>Gleneagles Terrace-Valley Rd-Aviemore Terrace</b>					
W	5	20%	20%	20%	20%
<b>Ridgecrest Cir-Valley Rd-Sea Bluff Dr</b>					
W	5	100%	60%	40%	40%
<b>Sea Bluff Dr-Valley Rd-Gleneagles Terrace</b>					
E	13	8%	8%	15%	8%
W	9	0%	11%	0%	0%
<b>Sea Bluff Dr-Valley Rd-Ridgecrest Cir</b>					
E	4	75%	25%	25%	25%
<b>Valley Cir-Valley Rd-Ridgecrest Cir</b>					
E	8	38%	13%	13%	13%
W	7	57%	43%	43%	43%
<b>Valley Cir-Valley Rd-Victoria St</b>					
E	6	17%	17%	17%	17%
<b>Victoria St-Valley Rd-Valley Cir</b>					
W	2	0%	0%	0%	0%
<b>Victoria Pl</b>					
<b>Victoria St-Victoria Pl-Pacific Ave</b>					
N	4	50%	25%	75%	75%
S	7	57%	86%	86%	86%
<b>Victoria St</b>					
<b>Continental Ave-Victoria St-Federal Ave</b>					
S	7	86%	57%	57%	86%
<b>End-Victoria St-Union Ave</b>					
S	4	0%	100%	100%	75%
<b>Federal Ave-Victoria St-End</b>					

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
S Monrovia Ave-Victoria St-Continental Ave	11	64%	55%	82%	82%
S National Ave-Victoria St-Monrovia Ave	9	56%	33%	33%	67%
S President Pl-Victoria St-National Ave	6	83%	67%	50%	83%
S Republic Ave-Victoria St-President Pl	4	50%	50%	0%	0%
S Union Ave-Victoria St-Republic Ave	7	14%	14%	0%	0%
S W 16th St	6	67%	83%	67%	67%
Hampton Dr-W 16th St-End					
N Monrovia Ave-W 16th St-Hampton Dr	8	63%	50%	50%	50%
N Placentia Ave-W 16th St-Pomona Ave	26	62%	58%	54%	15%
S Pomona Ave-W 16th St-Placentia Ave	15	20%	13%	27%	20%
N W 17th St	16	88%	81%	81%	81%
Babcock St-W 17th St-Monrovia Ave					
N S	25 15	92% 67%	64% 80%	32% 33%	16% 20%
End-W 17th St-Whittier Ave					
S Monrovia Ave-W 17th St-Whittier Ave	10	90%	70%	50%	10%
N Placentia Ave-W 17th St-Babcock St	22	68%	73%	50%	27%
N S	13 3	77% 100%	92% 67%	38% 67%	31% 0%
Whittier Ave-W 17th St-End					
N Whittier Ave-W 17th St-Monrovia Ave	13	62%	69%	31%	23%
S W 18th St	32	84%	88%	19%	16%
Anaheim Ave-W 18th St-Park Dr					
S Anaheim Ave-W 18th St-Pomona Ave	7	29%	14%	29%	29%



Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
N	33	45%	36%	64%	79%
<b>Crestmont Pl-W 18th St-Kenwood Pl</b>					
S	6	67%	50%	50%	83%
<b>Kenwood Pl-W 18th St-Anaheim Ave</b>					
S	8	38%	25%	25%	25%
<b>Monrovia Ave-W 18th St-Placentia Ave</b>					
S	17	65%	65%	65%	65%
<b>Monrovia Ave-W 18th St-Whittier Ave</b>					
N	43	56%	49%	44%	53%
S	28	64%	71%	61%	71%
<b>Peninsula Pl-W 18th St-Whittier Ave</b>					
S	22	55%	59%	41%	32%
<b>Placentia Ave-W 18th St-Monrovia Ave</b>					
N	34	68%	68%	65%	65%
<b>Placentia Ave-W 18th St-Wallace Ave</b>					
S	16	50%	44%	75%	75%
<b>Pomona Ave-W 18th St-Crestmont Pl</b>					
S	12	92%	67%	67%	92%
<b>Pomona Ave-W 18th St-Wallace Ave</b>					
N	14	93%	86%	93%	100%
<b>Wallace Ave-W 18th St-Placentia Ave</b>					
N	9	67%	67%	67%	89%
<b>Wallace Ave-W 18th St-Pomona Ave</b>					
S	24	83%	88%	88%	96%
<b>Whittier Ave-W 18th St-Peninsula Pl</b>					
N	19	53%	42%	32%	68%
<b>W 19th St</b>					
<b>Federal Ave-W 19th St-Monrovia Ave</b>					
N	9	67%	56%	89%	89%
<b>Monrovia Ave-W 19th St-Placentia Ave</b>					
S	17	24%	76%	82%	88%
<b>Monrovia Ave-W 19th St-Whittier Ave</b>					
N	21	0%	5%	10%	43%
<b>Parkcrest Dr-W 19th St-Whittier Ave</b>					
S	12	33%	8%	25%	33%
<b>Placentia Ave-W 19th St-Federal Ave</b>					
N	4	75%	0%	50%	0%
<b>Whittier Ave-W 19th St-Monrovia Ave</b>					
S	37	38%	16%	59%	76%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Whittier Ave-W 19th St-Sundance Dr</b>					
N	10	10%	10%	40%	30%
<b>W 20th St</b>					
<b>Continental Ave-W 20th St-Federal Ave</b>					
S	9	11%	11%	0%	11%
<b>Continental Ave-W 20th St-Monrovia Ave</b>					
N	9	11%	11%	11%	11%
<b>End-W 20th St-Monrovia Ave</b>					
S	14	36%	29%	29%	43%
<b>Federal Ave-W 20th St-Continental Ave</b>					
N	9	22%	0%	11%	11%
<b>Monrovia Ave-W 20th St-Continental Ave</b>					
S	8	38%	50%	38%	50%
<b>Monrovia Ave-W 20th St-End</b>					
N	13	38%	38%	38%	23%
<b>Palace Ave-W 20th St-Wallace Ave</b>					
N	9	67%	56%	89%	89%
S	16	75%	81%	75%	88%
<b>Placentia Ave-W 20th St-Palace Ave</b>					
N	7	43%	0%	100%	100%
S	10	100%	90%	90%	80%
<b>Sterling Ave-W 20th St-Pomona Ave</b>					
N	10	40%	20%	80%	80%
S	11	100%	82%	82%	100%
<b>Wallace Ave-W 20th St-Sterling Ave</b>					
N	8	75%	38%	100%	100%
S	9	78%	67%	89%	78%
<b>W Bay St</b>					
<b>Anaheim Ave-W Bay St-Meyer Pl</b>					
N	13	38%	15%	46%	38%
<b>Harbor Blvd-W Bay St-Parsons St</b>					
S	5	80%	60%	100%	80%
<b>Maple Ave-W Bay St-Anaheim Ave</b>					
N	15	40%	13%	33%	33%
S	13	31%	23%	46%	38%
<b>Meyer Pl-W Bay St-Anaheim Ave</b>					
S	12	42%	17%	25%	25%
<b>Parsons St-W Bay St-Harbor Blvd</b>					
N	10	80%	100%	90%	90%

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
Parsons St-W Bay St-Thurin St S	27	11%	70%	81%	67%
Thurin St-W Bay St-Parsons St N	30	17%	50%	77%	77%
Wallace Ave					
Center St-Wallace Ave-Weelo Dr W	10	20%	90%	100%	100%
End-Wallace Ave-James St W	5	60%	60%	60%	80%
Hamilton St-Wallace Ave-End E	23	35%	9%	52%	78%
W	16	31%	13%	44%	81%
Hamilton St-Wallace Ave-W 20th St W	46	83%	74%	78%	72%
James St-Wallace Ave-End E	6	83%	67%	83%	100%
James St-Wallace Ave-Shalimar Dr W	12	100%	92%	92%	100%
Scott Pl-Wallace Ave-W 18th Ave W	4	25%	75%	100%	100%
Shalimar Ave-Wallace Ave-James St E	9	67%	56%	67%	89%
W 18th St-Wallace Ave-Scott Pl E	9	100%	78%	89%	89%
W 19th St-Wallace Ave-Center St E	19	89%	84%	74%	84%
W	10	10%	30%	100%	100%
W 19th St-Wallace Ave-W 20th St E	38	55%	29%	89%	87%
W 20th St-Wallace Ave-Hamilton St E	36	58%	61%	89%	92%
W 20th St-Wallace Ave-W 19th St W	43	88%	77%	91%	91%
Weelo Dr-Wallace Ave-Center St E	10	90%	90%	90%	90%
Weelo Dr-Wallace Ave-Scott Pl E	8	75%	38%	75%	63%
W	6	33%	83%	100%	100%
Wilson St-Wallace Ave-Congress St					

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
E	17	29%	12%	29%	35%
W	20	55%	5%	30%	45%
<b>Weelo Dr</b>					
<b>Wallace Ave-Weelo Dr-Pomona Ave</b>					
N	19	89%	89%	89%	89%
S	24	71%	79%	79%	83%
<b>Whittier Ave</b>					
<b>Arbor St-Whittier Ave-End</b>					
E	20	25%	10%	25%	40%
<b>Arbor St-Whittier Ave-W 19th St</b>					
W	7	14%	0%	14%	0%
<b>End-Whittier Ave-Arbor St</b>					
W	16	19%	19%	13%	13%
<b>Parkhill Dr-Whittier Ave-W 18th St</b>					
E	31	77%	42%	16%	26%
W	15	73%	53%	53%	7%
<b>W 17th St-Whittier Ave-Hampton Dr</b>					
E	12	75%	75%	50%	75%
W	12	25%	8%	0%	0%
<b>W 18th St-Whittier Ave-W 17th St</b>					
E	37	89%	76%	41%	27%
W	2	0%	0%	0%	0%
<b>W 19th St-Whittier Ave-Arbor St</b>					
E	7	14%	0%	0%	0%
<b>W 19th St-Whittier Ave-Parkhill Dr</b>					
E	8	75%	75%	63%	75%
W	23	65%	65%	52%	52%
<b>Wilson St</b>					
<b>Canyon Dr-Wilson St-State Ave</b>					
S	4	50%	50%	50%	75%
<b>Continental Ave-Wilson St-Federal Ave</b>					
S	20	70%	60%	65%	55%
<b>Continental Ave-Wilson St-Monrovia Ave</b>					
N	12	42%	42%	42%	50%
<b>Federal Ave-Wilson St-Continental Ave</b>					
N	14	50%	57%	43%	43%
<b>Monrovia Ave-Wilson St-Continental Ave</b>					
S	11	36%	45%	18%	18%
<b>Monrovia Ave-Wilson St-National Ave</b>					

Weekday Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
N National Ave-Wilson St-Monrovia Ave	10	30%	30%	30%	30%
S Pacific Ave-Wilson St-Canyon Dr	14	14%	21%	29%	29%
S Republic Ave-Wilson St-Canyon Dr	21	67%	67%	38%	57%
N Republic Ave-Wilson St-National Ave	18	28%	22%	22%	22%
N State Ave-Wilson St-Republic Ave	23	17%	22%	30%	17%
S State Ave-Wilson St-Republic Ave	20	30%	30%	35%	35%
S Yorkshire St	6	50%	50%	50%	0%
Anaheim Ave-Yorkshire St-Maple Ave					
S Maple Ave-Yorkshire St-Anaheim Ave	13	38%	62%	92%	77%
N Maple Ave-Yorkshire St-Anaheim Ave	15	47%	53%	80%	80%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>American Ave</b>					
<b>American Pl-American Ave-State Ave</b>					
E	25	56%	60%	72%	84%
W	45	53%	51%	60%	60%
<b>Victoria St-American Ave-American Pl</b>					
E	10	60%	60%	20%	80%
W	8	50%	50%	75%	100%
<b>American Pl</b>					
<b>American Ave-American Pl-End</b>					
N	7	100%	86%	86%	86%
S	8	50%	75%	63%	63%
<b>Anaheim Ave</b>					
<b>Center St-Anaheim Ave-Plumer St</b>					
E	13	69%	62%	85%	92%
<b>Park Dr-Anaheim Ave-Terminal Way</b>					
E	14	79%	71%	64%	79%
W	15	33%	40%	40%	33%
<b>Plumer St-Anaheim Ave-Center St</b>					
W	10	50%	50%	50%	90%
<b>Terminal Way-Anaheim Ave-Superior Ave</b>					
W	3	0%	0%	33%	33%
<b>W 18th St-Anaheim Ave-Center St</b>					
E	33	67%	39%	45%	42%
W	24	46%	46%	42%	88%
<b>W 18th St-Anaheim Ave-Park Dr</b>					
E	9	67%	33%	56%	44%
W	14	79%	50%	64%	64%
<b>W 19th St-Anaheim Ave-Plumer St</b>					
E	3	100%	67%	100%	100%
<b>W 19th St-Anaheim Ave-Yorkshire St</b>					
E	49	69%	71%	80%	80%
<b>W Bay St-Anaheim Ave-Yorkshire St</b>					
E	12	67%	67%	92%	92%
W	10	100%	90%	90%	80%
<b>Wilson St-Anaheim Ave-End</b>					
E	18	78%	78%	89%	94%
W	15	73%	60%	80%	80%
<b>Yorkshire St-Anaheim Ave-W 19th St</b>					
W	50	80%	68%	78%	74%



Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Arbor St</b>					
<b>Continental Ave-Arbor St-Monrovia Ave</b>					
N	11	18%	18%	27%	27%
S	16	31%	25%	31%	31%
<b>Republic Ave-Arbor St-Monrovia Ave</b>					
N	24	21%	13%	21%	17%
<b>Whittier Ave-Arbor St-End</b>					
N	9	56%	56%	33%	22%
S	8	50%	13%	38%	13%
<b>Whittier Ave-Arbor St-Republic Ave</b>					
N	18	22%	19%	22%	30%
S	35	20%	11%	17%	17%
<b>Arnold Ave</b>					
<b>Cove St-Arnold Ave-Seal St</b>					
E	6	67%	67%	83%	67%
W	11	64%	55%	73%	55%
<b>Ross St-Arnold Ave-Surf St</b>					
W	17	82%	65%	82%	82%
<b>Seal St-Arnold Ave-Ross St</b>					
E	8	75%	25%	63%	63%
W	10	50%	50%	60%	40%
<b>Surf St-Arnold Ave-Beach St</b>					
E	8	75%	75%	75%	88%
W	11	73%	45%	73%	82%
<b>Surf St-Arnold Ave-Ross St</b>					
E	8	63%	38%	63%	75%
<b>Aviemore Terrace</b>					
<b>Gleneagles Terrace-Aviemore Terrace-Valley Rd</b>					
E	41	12%	12%	7%	10%
W	33	27%	18%	27%	36%
<b>Avocado St</b>					
<b>Avalon St-Avocado St-Fairview Rd</b>					
N	20	80%	75%	75%	85%
S	27	78%	78%	81%	81%
<b>College Ave-Avocado St-Rutgers Dr</b>					
N	41	83%	85%	85%	90%
S	42	83%	86%	90%	86%
<b>Rutgers Dr-Avocado St-Avalon St</b>					

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
N	15	73%	80%	87%	93%
S	23	83%	83%	87%	87%
<b>Babcock St</b>					
W 16th St-Babcock St-W 17th St					
W	21	33%	33%	29%	24%
W 17th St-Babcock St-W 16th St					
E	23	26%	30%	30%	30%
<b>Balmoral Pl</b>					
Sea Bluff Dr-Balmoral Pl-End					
E	6	33%	67%	83%	50%
W	4	25%	50%	50%	50%
<b>Beach St</b>					
Arnold Ave-Beach St-Meyer Pl					
N	18	83%	67%	89%	94%
S	20	85%	85%	85%	90%
<b>Bernard St</b>					
Charle St-Bernard St-Harbor Blvd					
S	12	25%	83%	75%	50%
Charle St-Bernard St-Maple Ave					
S	12	75%	58%	100%	92%
Charle Street-Bernard St-Maple Ave					
N	11	91%	82%	82%	91%
Harbor Blvd-Bernard St-Charle St					
N	13	62%	77%	92%	62%
Parsons St-Bernard St-End					
N	11	18%	36%	55%	27%
S	12	58%	75%	67%	50%
Parsons St-Bernard St-Harbor Blvd					
S	17	65%	65%	65%	65%
Parsons St-Bernard St-Harbor St					
N	11	91%	100%	91%	91%
<b>Canyon Dr</b>					
Glen Cir-Canyon Dr-Sea Bluff Dr					
W	6	33%	67%	83%	83%
Local Access-Canyon Dr-Nancy Ln					
W	30	23%	20%	13%	13%
Local Access-Canyon Dr-Trabuco Cir					
W	7	71%	57%	57%	57%
Modjeska Cir-Canyon Dr-Trabuco Cir					

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
E Modjeska Cir-Canyon Dr-Wilson St	4	25%	50%	50%	75%
W Sea Bluff Dr-Canyon Dr-Glen Cir	5	80%	80%	40%	40%
E Trabuco Cir-Canyon Dr-End	10	40%	60%	60%	60%
E Trauoco Cir-Canyon Dr-Modjeska Cir	10	80%	90%	60%	60%
W Victoria St-Canyon Dr-Glen Cir	7	71%	57%	71%	71%
E Wilson St-Canyon Dr-Modjeska Cir	8	63%	75%	75%	75%
W Wilson St-Canyon Dr-Modjeska Cir	8	63%	50%	25%	75%
E Wilson St-Canyon Dr-Victoria St	3	67%	33%	67%	67%
E Capital St	47	70%	72%	85%	87%
W Capital St	37	89%	89%	97%	100%
Continental Ave-Capital St-National Ave					
N National Ave-Capital St-Continental Ave	25	28%	20%	32%	24%
S National Ave-Capital St-Republic Ave	23	17%	13%	26%	17%
N Pomona Ave-Capital St-End	24	13%	17%	17%	25%
N S Republic Ave-Capital St-National Ave	13	15%	8%	31%	38%
S Cedar Pl	15	40%	40%	53%	40%
S Cedar Pl	23	30%	43%	35%	30%
Monrovia Ave-Cedar Pl-Republic Ave					
N S Center St	27	56%	52%	44%	41%
S Center St	30	40%	33%	37%	33%
Anaheim Ave-Center St-Pomona Ave					
N Monrovia Ave-Center St-Placentia Ave	48	81%	81%	77%	92%
S Placentia Ave-Center St-Monrovia Ave	57	91%	86%	86%	86%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
N	59	73%	88%	85%	88%
<b>Placentia Ave-Center St-Wallace Ave</b>					
N	16	75%	75%	69%	69%
S	19	63%	63%	68%	74%
<b>Pomona Ave-Center St-Anaheim Ave</b>					
S	47	77%	83%	81%	91%
<b>Pomona Ave-Center St-Wallace Ave</b>					
N	21	76%	67%	95%	100%
<b>Wallace Ave-Center St-Pomona Ave</b>					
S	19	79%	84%	79%	84%
<b>Charle Dr</b>					
<b>End-Charle Dr-Victoria St</b>					
W	8	63%	50%	25%	38%
<b>Victoria St-Charle Dr-End</b>					
E	7	71%	43%	71%	71%
<b>Charle St</b>					
<b>Hamilton St-Charle St-Bernard St</b>					
W	67	70%	81%	82%	82%
E	60	67%	70%	65%	65%
<b>College Ave</b>					
<b>Avocado St-College Ave-Victoria St</b>					
W	13	85%	69%	77%	100%
<b>Avocado St-College Ave-Wilson St</b>					
E	38	87%	89%	100%	100%
<b>Victoria St-College Ave-Avocado St</b>					
E	35	77%	80%	94%	94%
<b>Victoria St-College Ave-End</b>					
E	7	29%	14%	14%	14%
W	10	20%	40%	40%	40%
<b>Wilson St-College Ave-Avocado St</b>					
W	21	81%	67%	86%	95%
<b>Congress St</b>					
<b>End-Congress St-Wallace Ave</b>					
S	9	89%	100%	89%	100%
<b>National Ave-Congress St-Placentia Ave</b>					
S	43	56%	35%	51%	53%
<b>National Ave-Congress St-State Ave</b>					
N	36	22%	28%	44%	33%
<b>Placentia Ave-Congress St-National Ave</b>					

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
N	55	35%	40%	40%	40%
<b>Pomona Ave-Congress St-Puente Ave</b>					
N	14	57%	50%	57%	57%
S	18	67%	50%	78%	72%
<b>Raleigh Ave-Congress St-Wallace Ave</b>					
N	9	67%	78%	67%	78%
<b>State Ave-Congress St-National Ave</b>					
S	37	19%	14%	46%	27%
<b>Wallace Ave-Congress St-End</b>					
N	6	67%	67%	83%	83%
<b>Wallace Ave-Congress St-Raleigh Ave</b>					
S	9	67%	78%	78%	89%
<b>Continental Ave</b>					
<b>Arbor St-Continental Ave-W 20th St</b>					
E	37	41%	30%	32%	35%
<b>Capital Ave-Continental Ave-Wilson St</b>					
E	8	38%	38%	38%	38%
<b>Capital St-Continental Ave-Senate St</b>					
W	7	43%	29%	29%	29%
<b>Oak St-Continental Ave-W 20th Ave</b>					
W	43	28%	28%	30%	30%
<b>Senate St-Continental Ave-Wilson St</b>					
E	11	18%	9%	36%	27%
<b>Victoria St-Continental Ave-Oak St</b>					
E	27	44%	52%	59%	67%
W	27	59%	56%	52%	56%
<b>W 20th St-Continental Ave-Arbor St</b>					
W	44	30%	23%	36%	36%
<b>W 20th St-Continental Ave-Oak St</b>					
E	44	45%	41%	34%	43%
<b>Wilson St-Continental Ave-Capital St</b>					
W	5	20%	20%	20%	40%
<b>Cove St</b>					
<b>Arnold Ave-Cove St-Meyer Pl</b>					
S	18	50%	22%	33%	50%
<b>Meyer Pl-Cove St-Arnold Ave</b>					
N	20	60%	35%	35%	50%
<b>Crestmont Pl</b>					
<b>Park Dr-Crestmont Pl-Shalimar Dr</b>					

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
E Park Dr-Crestmont Pl-W 18th St	8	88%	88%	88%	88%
E Shalimar Dr-Crestmont Pl-Park Dr	6	100%	50%	83%	83%
E W 18th St-Crestmont Pl-Park Dr	7	71%	100%	71%	100%
W Darrell St	10	80%	60%	70%	90%
Meyer Pl-Darrell St-Pomona Ave					
N Monrovia Ave-Darrell St-Federal Ave	31	81%	81%	87%	90%
N Moronovia Ave-Darrell St-Federal Ave	31	35%	39%	42%	42%
S Pomona Ave-Darrell St-Meyer Pl	32	47%	44%	34%	47%
S Republic Ave-Darrell St-Monrovia Ave	35	86%	80%	77%	86%
N S Dogwood St	41 41	29% 22%	29% 20%	39% 29%	34% 29%
Cedar Pl-Dogwood St-Evergreen Pl					
N Monrovia Ave-Dogwood St-Republic Ave	31	19%	19%	19%	29%
S Evergreen Pl	35	17%	20%	31%	31%
End-Evergreen Pl-Monrovia Ave					
S Monrovia Ave-Evergreen Pl-End	20	25%	35%	15%	30%
N Farad St	21	29%	24%	24%	24%
Ohms Way-Farad St-End					
S Ohms Way-Farad St-Pomona Ave	15	33%	40%	40%	33%
S Pomona Ave-Farad St-End	7	43%	29%	29%	29%
N Federal Ave	24	17%	21%	17%	21%
Darrell St-Federal Ave-Joann St					
E	8	63%	50%	50%	63%



Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
W	10	50%	40%	50%	70%
<b>Oak St-Federal Ave-W 20th St</b>					
E	43	49%	35%	28%	30%
W	36	47%	31%	31%	39%
<b>Pine Pl-Federal Ave-Oak St</b>					
W	8	63%	50%	63%	75%
<b>Pine Pl-Federal Ave-Plum Pl</b>					
E	8	63%	38%	50%	63%
<b>Plum Pl-Federal Ave-End</b>					
E	6	83%	33%	67%	67%
<b>Plum Pl-Federal Ave-Pine Pl</b>					
W	11	45%	36%	27%	55%
<b>Victoria St-Federal Ave-Plum Pl</b>					
W	8	50%	38%	63%	63%
<b>W 20th St-Federal Ave-W 19th St</b>					
W	36	25%	28%	28%	25%
E	56	18%	14%	20%	20%
<b>Wilson St-Federal Ave-Darrell St</b>					
E	8	88%	75%	88%	88%
W	8	63%	50%	63%	63%
<b>Ford Rd</b>					
<b>Harbor Blvd-Ford Rd-Parsons St</b>					
S	8	85%	83%	81%	81%
<b>Newport Blvd-Ford Rd-Parsons St</b>					
N	13	54%	31%	31%	31%
<b>Parsons St-Ford Rd-Newport Blvd</b>					
S	15	67%	40%	20%	20%
<b>Glen Cir</b>					
<b>Canyon Dr-Glen Cir-End</b>					
N	6	83%	83%	67%	67%
S	8	38%	25%	88%	50%
<b>Gleneagles Terrace</b>					
<b>Aviemoore Terrace-Gleneagles Terrace-End</b>					
N	7	43%	43%	29%	29%
S	9	11%	0%	0%	0%
<b>Gleneagles Terrace-Gleneagles Terrace-Aviemoore Terrace</b>					
N	3	33%	33%	33%	33%
<b>Sea Bluff Dr-Gleneagles Terrace-Valley Rd</b>					

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
E	23	13%	17%	17%	13%
W	24	38%	33%	42%	46%
<b>Governor St</b>					
National Ave-Governor St-Placentia Ave					
S	46	30%	33%	30%	28%
National Ave-Governor St-State Ave					
N	34	38%	44%	41%	44%
Placentia Ave-Governor St-National Ave					
N	44	23%	14%	32%	25%
Pomona Ave-Governor St-Puente Ave					
N	15	33%	13%	33%	33%
S	16	19%	25%	19%	50%
State Ave-Governor St-National Ave					
S	31	19%	23%	39%	39%
<b>Grove Pl</b>					
Republic Ave-Grove Pl-State Ave					
N	25	20%	24%	24%	20%
S	28	14%	14%	14%	14%
State Ave-Grove Pl-End					
N	7	14%	29%	43%	43%
S	11	27%	64%	27%	27%
<b>Hamilton St</b>					
End-Hamilton St-Thurin St					
N	20	35%	30%	40%	40%
Harbor Blvd-Hamilton St-Maple Ave					
N	25	80%	76%	72%	84%
Harbor Blvd-Hamilton St-Thurin St					
S	48	69%	75%	81%	85%
Maple Ave-Hamilton St-Meyer Pl					
N	23	78%	87%	87%	78%
Meyer Pl-Hamilton St-Pomona Ave					
N	9	56%	56%	78%	78%
Placentia Ave-Hamilton St-Wallace Ave					
N	15	93%	87%	93%	93%
Pomona Ave-Hamilton St-Sterling Ave					
N	5	60%	100%	100%	100%
Raleigh Ave-Hamilton St-Wallace Ave					
N	23	74%	74%	78%	87%
Sterling Ave-Hamilton St-Raleigh Ave					

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
N Thurin St-Hamilton St-End	6	67%	67%	67%	67%
S Thurin St-Hamilton St-Harbor Blvd	22	41%	27%	32%	27%
N Harbor Blvd	47	72%	77%	87%	83%
Bernard St-Harbor Blvd-Ford Rd					
E Ford Rd-Harbor Blvd-W Bay St	12	50%	67%	58%	58%
E James St	16	31%	31%	13%	13%
Pomona Ave-James St-Wallace Ave					
N Wallace Ave-James St-Pomona Ave	23	83%	87%	83%	78%
S Joann St	23	100%	96%	100%	91%
End-Joann St-Federal Ave					
S Federal Ave-Joann St-End	7	86%	71%	86%	100%
S Federal Ave-Joann St-Monrovia Ave	7	43%	71%	86%	100%
N Maple St-Joann St-Meyer Pl	34	47%	44%	38%	44%
N Maple St-Joann St-Miner St	23	74%	78%	91%	83%
S Meyer Pl-Joann St-Maple St	12	83%	83%	92%	92%
S Meyer Pl-Joann St-Pomona Ave	18	89%	94%	100%	100%
N Miner St-Joann St-Maple St	40	73%	70%	80%	83%
N Monrovia Ave-Joann St-Federal Ave	21	57%	67%	43%	43%
S Monrovia Ave-Joann St-Republic Ave	34	35%	38%	35%	47%
N Pamela Ln-Joann St-Placentia Ave	45	42%	36%	44%	33%
S Pamela Ln-Joann St-Placentia Ave	45	20%	38%	42%	40%
E	14	64%	71%	79%	79%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
N	21	86%	86%	81%	81%
<b>Pamela Ln-Joann St-Pomona Ave</b>					
S	27	63%	81%	78%	89%
<b>Pamona Ave-Joann St-Pamela Ln</b>					
N	30	77%	77%	83%	83%
<b>Placentia Ave-Joann St-Pamela Ln</b>					
S	10	80%	90%	80%	90%
<b>Pomona Ave-Joann St-Meyer Pl</b>					
S	34	76%	85%	97%	97%
<b>Kenwood Pl</b>					
<b>Shalimar Dr-Kenwood Pl-W 18th St</b>					
W	19	63%	68%	74%	74%
<b>W 18th St-Kenwood Pl-Shalimar Dr</b>					
W	17	76%	53%	65%	71%
<b>Knowell Pl</b>					
<b>Meyer Pl-Knowell Pl-Maple Ave</b>					
N	24	83%	75%	75%	63%
S	29	59%	48%	52%	48%
<b>Linden Pl</b>					
<b>State Ave-Linden Pl-End</b>					
N	22	32%	18%	23%	27%
S	21	10%	5%	10%	5%
<b>State Ave-Linden Pl-Republic Ave</b>					
N	24	21%	29%	29%	25%
S	34	21%	12%	21%	18%
<b>Maple Ave</b>					
<b>Bernard St-Maple Ave-W 19th St</b>					
W	25	48%	60%	52%	48%
<b>Bernard St-Maple Ave-Yorkshire St</b>					
E	29	86%	90%	97%	97%
<b>Hamilton St-Maple Ave-Knowell Pl</b>					
E	11	55%	73%	100%	82%
W	12	67%	58%	83%	83%
<b>Knowell Pl-Maple Ave-W Bay St</b>					
E	8	63%	63%	63%	63%
W	7	71%	71%	86%	86%
<b>W 19th St-Maple Ave-Bernard St</b>					
E	18	72%	72%	78%	78%
<b>W Bay St-Maple Ave-Yorkshire St</b>					

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
W Yorkshire St-Maple Ave-Bernard St	12	50%	58%	58%	58%
W Yorkshire St-Maple Ave-W Bay St	29	72%	69%	72%	72%
E Maple St	12	75%	75%	75%	67%
Joann St-Maple St-Wilson St					
W Victoria St-Maple St-Wilson St	17	94%	88%	94%	94%
E Wilson St-Maple St-Joann St	49	69%	69%	71%	71%
E Wilson St-Maple St-Victoria St	18	78%	78%	78%	83%
W Meyer Pl	45	80%	73%	84%	78%
Beach St-Meyer Pl-Surf St					
N Beach St-Meyer Pl-W 19th St	20	80%	85%	85%	95%
W Cove St-Meyer Pl-Seal St	6	50%	83%	83%	83%
W Darrell St-Meyer Pl-Joann St	6	100%	83%	100%	83%
E W Hamilton St-Meyer Pl-Knowell Pl	3 9	67% 67%	67% 67%	67% 78%	67% 67%
W E Knowell Pl-Meyer Pl-W Bay St	11 9	73% 67%	82% 44%	73% 89%	82% 89%
W Meyer Pl-Meyer Pl-Arnold Ave	13	54%	46%	69%	77%
N Ross St-Meyer Pl-Seal St	22	68%	50%	50%	68%
E Ross St-Meyer Pl-Surf St	9	67%	100%	89%	89%
E Seal St-Meyer Pl-Cove St	8	63%	75%	75%	75%
E Seal St-Meyer Pl-Ross St	10	50%	80%	80%	90%
E	7	86%	86%	86%	86%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Surf St-Meyer Pl-Beach St</b>					
E	9	67%	78%	67%	89%
W	10	50%	70%	80%	80%
<b>Surf St-Meyer Pl-Ross St</b>					
E	10	100%	90%	90%	100%
<b>W 19th St-Meyer Pl-Beach St</b>					
E	14	50%	50%	57%	71%
<b>W Bay St-Meyer Pl-Cove St</b>					
W	12	83%	67%	83%	92%
E	12	75%	58%	75%	75%
<b>W Bay St-Meyer Pl-Knowell Pl</b>					
E	8	100%	88%	88%	88%
<b>Wilson St-Meyer Pl-Darrell St</b>					
E	9	56%	78%	89%	89%
W	9	44%	11%	44%	67%
<b>Wilson St-Meyer Pl-End</b>					
E	38	37%	32%	45%	32%
W	36	42%	42%	36%	53%
<b>Miner St</b>					
<b>Joann St-Miner St-Wilson St</b>					
W	27	74%	74%	74%	74%
<b>Wilson St-Miner St-End</b>					
E	33	79%	67%	82%	100%
W	39	77%	79%	82%	95%
<b>Modjeska Cir</b>					
<b>Canyon Dr-Modjeska Cir-End</b>					
S	5	80%	100%	80%	100%
<b>End-Modjeska Cir-Canyon Dr</b>					
N	6	50%	83%	83%	83%
<b>Monrovia Ave</b>					
<b>Arbor St-Monrovia Ave-Cedar Pl</b>					
E	7	43%	57%	57%	43%
<b>Arbor St-Monrovia Ave-W 19th St</b>					
E	9	44%	33%	33%	11%
W	6	17%	33%	17%	33%
<b>Cedar Pl-Monrovia Ave-Dogwood St</b>					
E	11	9%	9%	0%	0%
<b>Center St-Monrovia Ave-Towne St</b>					
E	7	86%	57%	71%	71%



Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
W	5	100%	60%	80%	80%
Center St-Monrovia Ave-W 19th St					
E	9	56%	78%	89%	100%
Darrell St-Monrovia Ave-Wilson St					
W	7	43%	43%	43%	57%
Dogwood St-Monrovia Ave-Cedar Pl					
W	8	50%	38%	50%	38%
Dogwood St-Monrovia Ave-Evergreen Pl					
E	8	25%	25%	50%	38%
Evergreen Pl-Monrovia Ave-Dogwood St					
W	6	0%	0%	0%	0%
Evergreen Pl-Monrovia Ave-W 20th St					
E	7	29%	29%	14%	43%
Joann St-Monrovia Ave-Darrell St					
E	11	9%	9%	0%	0%
W	8	25%	50%	38%	25%
National Ave-Monrovia Ave-Oak St					
E	29	21%	28%	21%	21%
National Ave-Monrovia Ave-W 20th St					
W	16	13%	13%	6%	6%
Newhall St-Monrovia Ave-Play Port Mobile Village Driveway					
E	8	63%	63%	50%	63%
Newhall St-Monrovia Ave-W 16th St					
W	22	32%	41%	27%	5%
Oak St-Monrovia Ave-National Ave					
W	24	38%	42%	33%	33%
Play Port Mobile Village Driveway-Monrovia Ave-W 17th St					
E	3	100%	67%	67%	67%
Sunset Dr-Monrovia Ave-W 17th St					
W	17	35%	35%	41%	47%
Towne St-Monrovia Ave-W 18th St					
W	14	64%	57%	86%	86%
Victoria St-Monrovia Ave-Oak St					
W	28	36%	21%	29%	21%
W 16th St-Monrovia Ave-Newhall St					
E	16	50%	56%	44%	6%
W 17th St-Monrovia Ave-Newhall St					

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
W	11	9%	9%	18%	9%
<b>W 17th St-Monrovia Ave-Sunset Dr</b>					
E	13	62%	54%	54%	46%
<b>W 18th St-Monrovia Ave-Sunset Dr</b>					
E	16	25%	19%	6%	63%
W	14	57%	36%	36%	50%
<b>W 18th St-Monrovia Ave-Towne St</b>					
E	16	63%	56%	81%	81%
<b>W 19th St-Monrovia Ave-Center St</b>					
W	13	100%	92%	92%	92%
<b>W 20th St-Monrovia Ave-Evergreen Pl</b>					
W	7	0%	0%	29%	0%
<b>W 20th St-Moronovia Ave-National Ave</b>					
E	16	13%	13%	13%	13%
<b>Wilson St-Monrovia Ave-Darrell St</b>					
E	8	25%	25%	25%	63%
<b>National Ave</b>					
<b>Capital St-National Ave-Senate St</b>					
E	7	29%	29%	29%	29%
W	7	29%	29%	43%	14%
<b>Capital St-National Ave-Wilson St</b>					
E	6	17%	17%	50%	33%
<b>Congress St-National Ave-Governor St</b>					
W	7	29%	14%	29%	14%
<b>Governor St-National Ave-Congress St</b>					
E	9	0%	0%	0%	0%
<b>Governor St-National Ave-Victoria St</b>					
W	3	33%	33%	33%	33%
<b>Monrovia Ave-National Ave-National Ave</b>					
N	9	44%	44%	44%	44%
<b>National Ave-National Ave-Monrovia Ave</b>					
S	9	33%	22%	78%	67%
<b>National Ave-National Ave-Oak St</b>					
E	28	21%	29%	18%	29%
<b>Oak St-National Ave-National Ave</b>					
E	26	46%	46%	54%	54%
W	30	37%	40%	30%	30%
<b>Senate St-National Ave-Congress St</b>					
E	7	0%	14%	0%	0%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
W Victoria St-National Ave-Oak St	6	0%	17%	17%	17%
E	27	30%	22%	30%	30%
W Victory St-National Ave-Governer St	25	24%	20%	20%	32%
E	3	0%	0%	0%	0%
Wilson St-National Ave-Capital St					
W Newhall St	7	14%	0%	0%	0%
End-Newhall St-Monrovia Ave					
S	20	30%	25%	35%	10%
Monrovia Ave-Newhall St-End					
N Newton Way	23	4%	9%	4%	4%
End-Newton Way-Placentia Ave					
N	27	26%	22%	26%	19%
Placentia Ave-Newton Way-End					
S Oak St	22	27%	59%	64%	14%
Continental Ave-Oak St-Federal Ave					
N	28	30%	21%	21%	23%
S	7	14%	29%	0%	0%
Continental Ave-Oak St-Monrovia Ave					
N	7	14%	14%	29%	29%
S	9	22%	22%	22%	33%
Monrovia Ave-Oak St-National Ave					
N	7	57%	29%	29%	43%
National Ave-Oak St-Monrovia Ave					
S	10	40%	30%	10%	10%
National Ave-Oak St-President Pl					
N	11	18%	18%	27%	27%
President Pl-Oak St-National Ave					
S	8	0%	0%	13%	13%
President Pl-Oak St-Republic Ave					
N	11	18%	27%	18%	18%
S	10	60%	60%	50%	50%
Republic Ave-Oak St-State Ave					
N	33	30%	24%	27%	30%
S	25	12%	16%	20%	24%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Ohms Way</b>					
<b>End-Ohms Way-Mid-Block</b>					
N	13	62%	69%	85%	77%
S	13	46%	92%	77%	46%
<b>Farad St-Ohms Way-Mid-Block</b>					
E	9	22%	11%	11%	11%
W	13	8%	8%	0%	0%
<b>Pacific Ave</b>					
<b>Victoria Pl-Pacific Ave-Wilson St</b>					
E	55	67%	69%	73%	76%
W	52	73%	77%	77%	79%
<b>Wilson St-Pacific Ave-End</b>					
E	21	90%	81%	86%	90%
W	16	94%	69%	94%	100%
<b>Pamela Ln</b>					
<b>End-Pamela Ln-Joann St</b>					
E	15	93%	87%	87%	87%
<b>Joann St-Pamela Ln-End</b>					
W	16	94%	88%	88%	100%
<b>Park Ave</b>					
<b>W 18th St-Park Ave-W 19th St</b>					
E	12	8%	8%	8%	0%
<b>W 19th St-Park Ave-W 18th St</b>					
W	56	38%	64%	70%	29%
<b>Park Dr</b>					
<b>Anaheim Ave-Park Dr-W 18th St</b>					
N	38	5%	58%	37%	18%
S	19	42%	47%	37%	32%
<b>Crestmont Pl-Park Dr-Pomona Ave</b>					
S	30	87%	87%	87%	87%
<b>Pomona Ave-Park Dr-Crestmont Pl</b>					
N	25	92%	96%	92%	100%
<b>W 18th St-Park Dr-Anaheim Ave</b>					
N	16	44%	44%	50%	56%
<b>Parkcrest Dr</b>					
<b>1879 Parkcrest Dr-Parkcrest Dr-Parkhill Dr</b>					
W	5	40%	40%	80%	20%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>1882 Parkcrest Dr-Parkcrest Dr-1898 Parkcrest Dr</b>					
E	5	20%	40%	20%	40%
<b>1895 Parkcrest Dr-Parkcrest Dr-1879 Parkcrest Dr</b>					
W	13	8%	15%	15%	15%
<b>1898 Parkcrest Dr-Parkcrest Dr-W 19th St</b>					
E	4	0%	0%	0%	0%
W	3	67%	67%	67%	33%
<b>Parkhill Dr-Parkcrest Dr-1882 Parkcrest Dr</b>					
E	7	14%	14%	43%	0%
<b>Parkglen Cir</b>					
<b>End-Parkglen Cir-Parkhill Dr</b>					
W	4	50%	25%	50%	50%
<b>Parkhill Dr-Parkglen Cir-End</b>					
E	3	67%	67%	33%	33%
<b>Parkhill Dr</b>					
<b>Parkcrest Dr-Parkhill Dr-Parkvista Cir</b>					
N	9	56%	56%	44%	33%
<b>Parkcrest Dr-Parkhill Dr-Whittier Ave</b>					
N	3	67%	33%	0%	33%
<b>Parkglen Cir-Parkhill Dr-Parkvista Cir</b>					
N	11	18%	27%	45%	36%
<b>Parkglen Cir-Parkhill Dr-Whittier Ave</b>					
S	8	38%	38%	38%	38%
<b>Parkview Cir-Parkhill Dr-Parkglen Cir</b>					
S	6	33%	33%	33%	0%
<b>Parkvista Cir-Parkhill Dr-Parkcrest Dr</b>					
S	10	70%	50%	50%	40%
<b>Parkvista Cir-Parkhill Dr-Parkglen Cir</b>					
W	9	11%	22%	0%	0%
<b>Parkview Cir</b>					
<b>Parkhill Dr-Parkview Cir-End</b>					
E	12	58%	54%	63%	42%
W	10	60%	55%	45%	55%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Parkvista Cir</b>					
<b>Parkhill Dr-Parkvista Cir-End</b>					
E	3	33%	67%	67%	67%
W	2	100%	50%	100%	50%
<b>Parsons St</b>					
<b>Ford Rd-Parsons St-Bernard St</b>					
E	13	62%	62%	77%	77%
W	17	47%	65%	76%	76%
<b>Ford Rd-Parsons St-W Bay St</b>					
E	28	71%	68%	89%	89%
<b>Victoria St-Parsons St-End</b>					
E	10	20%	20%	30%	40%
W	11	45%	27%	45%	55%
<b>W Bay St-Parsons St-Ford Rd</b>					
W	28	54%	54%	82%	82%
<b>Pine Pl</b>					
<b>Federal Ave-Pine Pl-End</b>					
N	8	63%	50%	50%	50%
S	8	63%	38%	25%	50%
<b>Plum Pl</b>					
<b>Federal Ave-Plum Pl-End</b>					
N	8	38%	63%	50%	63%
S	7	57%	57%	43%	57%
<b>Plumer St</b>					
<b>Anaheim Ave-Plumer St-Pomona Ave</b>					
N	49	65%	47%	86%	78%
<b>Pomona Ave-Plumer St-Anaheim Ave</b>					
S	50	62%	50%	64%	66%
<b>Pomona Ave</b>					
<b>Capital St-Pomona Ave-Senate St</b>					
W	8	88%	75%	88%	75%
<b>Center St-Pomona Ave-Plumer St</b>					
E	6	100%	100%	100%	100%
<b>Center St-Pomona Ave-Weelo Dr</b>					
W	10	60%	40%	80%	90%
<b>Congress St-Pomona Ave-Governor St</b>					
W	11	73%	73%	82%	73%
<b>Darrell St-Pomona Ave-Wilson St</b>					
E	9	67%	67%	67%	67%



Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
W	10	100%	100%	100%	100%
<b>Farad St-Pomona Ave-W 16th St</b>					
W	14	79%	64%	29%	36%
<b>Governor St-Pomona Ave-Congress St</b>					
E	6	100%	100%	100%	100%
<b>Governor St-Pomona Ave-Victoria St</b>					
E	2	100%	100%	100%	100%
W	2	50%	50%	50%	50%
<b>Hamilton St-Pomona Ave-Sterling Ave</b>					
W	18	89%	89%	89%	100%
<b>Hamilton St-Pomona Ave-Victoria St</b>					
W	11	91%	55%	91%	91%
<b>James St-Pomona Ave-W 17th St</b>					
W	26	62%	65%	58%	65%
<b>Joann St-Pomona Ave-Darrell St</b>					
E	7	86%	100%	57%	57%
W	9	100%	89%	100%	100%
<b>Park Dr-Pomona Ave-W 18th St</b>					
E	11	73%	82%	82%	82%
<b>Senate St-Pomona Ave-Congress St</b>					
E	6	67%	83%	83%	83%
W	6	67%	67%	67%	67%
<b>Sterling Ave-Pomona Ave-Hamilton St</b>					
W	20	70%	50%	60%	85%
<b>Sterling Ave-Pomona Ave-W 20th St</b>					
W	12	83%	92%	92%	92%
<b>Victoria St-Pomona Ave-Hamilton St</b>					
W	16	75%	63%	75%	75%
<b>W 16th St-Pomona Ave-Farad St</b>					
E	12	75%	75%	17%	8%
<b>W 17th St-Pomona Ave-Farad St</b>					
E	26	81%	62%	73%	81%
W	15	73%	67%	53%	87%
<b>W 17th St-Pomona Ave-Park Dr</b>					
E	34	71%	68%	79%	91%
<b>W 18th St-Pomona Ave-James St</b>					
W	3	100%	100%	67%	100%
<b>W 18th St-Pomona Ave-Weelo Dr</b>					
E	9	100%	89%	100%	100%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>W 19th St-Pomona Ave-Center St</b>					
W	3	67%	67%	67%	67%
<b>W 19th St-Pomona Ave-W 20th St</b>					
E	30	77%	80%	87%	87%
<b>W 20th St-Pomona Ave-Sterling Ave</b>					
E	14	79%	71%	71%	79%
<b>W 20th St-Pomona Ave-W 19th St</b>					
W	33	79%	73%	76%	85%
<b>Weelo Dr-Pomona Ave-Center St</b>					
E	8	100%	100%	88%	100%
<b>Weelo Dr-Pomona Ave-W 18th St</b>					
W	11	73%	82%	82%	82%
<b>Wilson St-Pomona Ave-Capital St</b>					
E	5	100%	100%	100%	100%
W	4	100%	75%	75%	75%
<b>President Pl</b>					
<b>End-President Pl-Oak St</b>					
W	24	38%	33%	33%	42%
<b>Oak St-President Pl-End</b>					
E	30	30%	37%	30%	27%
<b>Victoria St-President Pl-End</b>					
E	22	32%	32%	32%	32%
W	20	45%	40%	50%	50%
<b>Puente Ave</b>					
<b>Congress St-Puente Ave-Governor St</b>					
E	10	50%	60%	60%	70%
<b>Congress St-Puente Ave-Senate St</b>					
W	6	33%	33%	50%	50%
<b>Governor St-Puente Ave-Congress St</b>					
W	8	25%	50%	38%	25%
<b>Governor St-Puente Ave-End</b>					
E	5	40%	0%	20%	20%
W	12	0%	8%	0%	0%
<b>Senate St-Puente Ave-Congress St</b>					
E	10	30%	20%	50%	30%
<b>Ralcam Pl</b>					
<b>End-Ralcam Pl-Thurin St</b>					
S	19	74%	58%	68%	63%
<b>Thurin St-Ralcam Pl-End</b>					

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
N Raleigh Ave	19	63%	74%	63%	63%
<b>Congress St-Raleigh Ave-End</b>					
E	20	50%	45%	40%	65%
W	20	45%	45%	35%	50%
<b>Congress St-Raleigh Ave-Wilson St</b>					
W	17	65%	47%	53%	76%
<b>Hamilton St-Raleigh Ave-End</b>					
E	20	50%	50%	55%	55%
W	18	28%	22%	22%	39%
<b>Wilson St-Raleigh Ave-Congress St</b>					
E	18	67%	56%	67%	89%
<b>Republic Ave</b>					
<b>Arbor St-Republic Ave-Cedar Pl</b>					
W	8	25%	13%	13%	13%
<b>Capital St-Republic Ave-Senate St</b>					
W	10	50%	50%	20%	30%
<b>Cedar Pl-Republic Ave-Arbor St</b>					
E	8	38%	38%	63%	75%
<b>Darrell St-Republic Ave-Joann St</b>					
E	10	10%	20%	20%	20%
<b>Darrell St-Republic Ave-Wilson St</b>					
W	10	20%	20%	20%	20%
<b>Dogwood St-Republic Ave-Cedar Pl</b>					
E	9	0%	0%	0%	0%
W	14	14%	14%	7%	7%
<b>Grove Pl-Republic Ave-End</b>					
E	27	22%	19%	22%	30%
W	22	23%	32%	36%	32%
<b>Grove Pl-Republic Ave-Linden Pl</b>					
E	7	57%	29%	14%	14%
<b>Joann St-Republic Ave-Darrell St</b>					
W	9	56%	56%	22%	44%
<b>Linden Pl-Republic Ave-Grove Pl</b>					
W	9	0%	0%	11%	11%
<b>Linden Pl-Republic Ave-Oak St</b>					
E	8	25%	38%	63%	63%
<b>Oak St-Republic Ave-Linden Pl</b>					
W	8	25%	25%	25%	38%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Senate St-Republic Ave-Capital St</b>					
E	7	43%	29%	43%	43%
<b>Union Ave-Republic Ave-Victoria St</b>					
E	17	41%	29%	29%	29%
<b>Victoria St-Republic Ave-Union Ave</b>					
W	20	25%	25%	20%	25%
<b>Wilson St-Republic Ave-Capital St</b>					
E	7	14%	14%	14%	14%
W	7	57%	57%	57%	57%
<b>Wilson St-Republic Ave-Darrell St</b>					
E	8	0%	0%	13%	0%
<b>Ridgecrest Cir</b>					
<b>Valley Rd-Ridgecrest Cir-End</b>					
N	7	14%	14%	14%	29%
S	6	50%	50%	17%	33%
<b>Ross St</b>					
<b>Arnold Ave-Ross St-Meyer Pl</b>					
N	17	82%	71%	71%	71%
S	20	65%	50%	70%	90%
<b>Scott Pl</b>					
<b>Placentia Ave-Scott Pl-Wallace Ave</b>					
S	19	69%	77%	82%	74%
<b>Sea Bluff Dr</b>					
<b>Canyon Dr-Sea Bluff Dr-Valley Rd</b>					
N	20	10%	10%	20%	15%
S	14	36%	36%	43%	43%
<b>Valley Rd-Sea Bluff Dr-Balmoral Pl</b>					
S	9	11%	22%	33%	22%
<b>Valley Rd-Sea Bluff Dr-Gleneagles Terrace</b>					
N	14	21%	29%	36%	21%
S	11	36%	27%	18%	27%
<b>Seal St</b>					
<b>Arnold Ave-Seal St-Meyer Pl</b>					
S	22	68%	59%	55%	73%
<b>Senate St</b>					
<b>Continental Ave-Senate St-National Ave</b>					
N	24	21%	38%	38%	38%
<b>National Ave-Senate St-Continental Ave</b>					
S	28	36%	25%	25%	21%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>National Ave-Senate St-Republic Ave</b>					
N	23	39%	35%	39%	43%
<b>Pomona Ave-Senate St-Puente Ave</b>					
N	16	69%	63%	44%	56%
S	16	44%	56%	44%	56%
<b>Republic Ave-Senate St-National Ave</b>					
W	25	28%	24%	24%	20%
<b>Shalimar Dr</b>					
<b>Crestmont Pl-Shalimar Dr-End</b>					
S	9	89%	78%	100%	89%
<b>Crestmont Pl-Shalimar Dr-Local Access</b>					
N	9	100%	100%	78%	78%
<b>Kenwood Pl-Shalimar Dr-Crestmont Pl</b>					
N	9	100%	78%	67%	78%
S	4	75%	100%	100%	100%
<b>State Ave</b>					
<b>American Ave-State Ave-Congress St</b>					
E	7	43%	43%	100%	71%
<b>American Ave-State Ave-Wilson St</b>					
E	16	63%	56%	69%	75%
W	34	62%	50%	56%	68%
<b>Congress St-State Ave-American Ave</b>					
E	6	50%	50%	100%	67%
<b>Congress St-State Ave-Governor St</b>					
E	8	25%	25%	75%	0%
W	7	43%	71%	100%	100%
<b>End-State Ave-Governor St</b>					
E	7	57%	43%	57%	71%
<b>Governor St-State Ave-End</b>					
W	3	100%	100%	100%	100%
<b>Grove Pl-State Ave-Linden Pl</b>					
W	7	29%	14%	29%	29%
<b>Linden Pl-State Ave-Grove Pl</b>					
E	10	40%	40%	40%	40%
<b>Oak Street-State Ave-Linden Pl</b>					
E	9	11%	11%	11%	11%
<b>Oak St-State Ave-Linden Pl</b>					
W	10	30%	10%	40%	40%
<b>Sterling Ave</b>					

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Hamilton St-Sterling Ave-End</b>					
E	20	20%	30%	50%	40%
W	15	20%	13%	27%	27%
<b>Pomona Ave-Sterling Ave-Sterling Ave</b>					
S	14	43%	21%	86%	86%
<b>Sterling Ave-Sterling Ave-Pomona Ave</b>					
S	10	100%	90%	100%	100%
<b>Sterling Ave-Sterling Ave-W 20th St</b>					
W	7	43%	14%	29%	29%
<b>Sunset Dr</b>					
<b>End-Sunset Dr-Monrovia Ave</b>					
S	20	70%	75%	40%	35%
<b>Monrovia Ave-Sunset Dr-End</b>					
N	18	33%	44%	39%	22%
<b>Surf St</b>					
<b>Arnold Ave-Surf St-Meyer Pl</b>					
S	18	94%	94%	89%	94%
<b>Terminal Way</b>					
<b>End-Terminal Way-Anaheim Ave</b>					
S	28	29%	36%	32%	36%
<b>Thurin St</b>					
<b>Hamilton St-Thurin St-Ralcam Pl</b>					
E	11	91%	91%	91%	82%
<b>Hamilton St-Thurin St-W Bay St</b>					
W	23	65%	61%	61%	61%
<b>Ralcam Pl-Thurin St-Hamilton St</b>					
W	6	67%	83%	83%	83%
<b>Ralcam Pl-Thurin St-Victoria St</b>					
E	7	57%	71%	86%	86%
<b>Victoria St-Thurin St-Ralcam Pl</b>					
W	7	71%	71%	71%	57%
<b>W Bay St-Thurin St-Hamilton St</b>					
E	20	75%	80%	75%	75%
<b>Towne St</b>					
<b>Monrovia Ave-Towne St-Placentia Ave</b>					
N	38	42%	37%	45%	47%
S	40	45%	55%	45%	45%
<b>Trabuco Cir</b>					



Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Canyon Dr-Trabuco Cir-End S</b>	5	80%	60%	60%	80%
<b>End-Trabuco Cir-Canyon Dr N</b>	7	57%	57%	29%	29%
<b>Union Ave</b>					
<b>Union Ave-Union Ave-Republic Ave N</b>	9	22%	11%	22%	22%
<b>S</b>	23	39%	48%	52%	35%
<b>Victoria St-Union Ave-Republic Ave E</b>	16	19%	6%	38%	44%
<b>Victoria St-Union Ave-Union Ave W</b>	18	28%	39%	39%	33%
<b>Valley Cir</b>					
<b>Valley Rd-Valley Cir-End N</b>	8	38%	50%	38%	25%
<b>S</b>	9	89%	67%	67%	56%
<b>Valley Rd</b>					
<b>Aviemoore Terrace-Valley Rd-Gleneagles Terrace E</b>	7	57%	43%	43%	29%
<b>Gleneagles Terrace-Valley Rd-Aviemoore Terrace W</b>	5	0%	0%	0%	0%
<b>Ridgecrest Cir-Valley Rd-Sea Bluff Dr W</b>	5	0%	0%	60%	0%
<b>Sea Bluff Dr-Valley Rd-Gleneagles Terrace E</b>	13	8%	15%	8%	8%
<b>W</b>	9	0%	0%	0%	0%
<b>Sea Bluff Dr-Valley Rd-Ridgecrest Cir E</b>	4	0%	0%	25%	0%
<b>Valley Cir-Valley Rd-Ridgecrest Cir E</b>	8	38%	50%	25%	25%
<b>W</b>	7	86%	57%	71%	29%
<b>Valley Cir-Valley Rd-Victoria St E</b>	6	17%	17%	0%	17%
<b>Victoria Pl</b>					
<b>Victoria St-Victoria Pl-Pacific Ave N</b>	4	75%	100%	100%	75%
<b>S</b>	7	71%	100%	100%	100%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Victoria St</b>					
<b>Continental Ave-Victoria St-Federal Ave</b>					
S	7	71%	43%	86%	86%
<b>End-Victoria St-Union Ave</b>					
S	4	50%	75%	100%	0%
<b>Federal Ave-Victoria St-End</b>					
S	11	91%	82%	82%	82%
<b>Monrovia Ave-Victoria St-Continental Ave</b>					
S	9	44%	44%	67%	22%
<b>National Ave-Victoria St-Monrovia Ave</b>					
S	6	0%	0%	33%	17%
<b>President Pl-Victoria St-National Ave</b>					
S	4	0%	25%	25%	50%
<b>Republic Ave-Victoria St-President Pl</b>					
S	7	0%	0%	0%	0%
<b>Union Ave-Victoria St-Republic Ave</b>					
S	6	67%	50%	0%	0%
<b>W 16th St</b>					
<b>Hampton Dr-W 16th St-End</b>					
N	8	63%	50%	38%	63%
<b>Monrovia Ave-W 16th St-Hampton Dr</b>					
N	26	15%	15%	15%	8%
<b>Placentia Ave-W 16th St-Pomona Ave</b>					
S	15	7%	7%	7%	0%
<b>Pomona Ave-W 16th St-Placentia Ave</b>					
N	16	75%	75%	69%	63%
<b>W 17th St</b>					
<b>Babcock St-W 17th St-Monrovia Ave</b>					
N	24	13%	13%	13%	17%
S	15	13%	27%	13%	0%
<b>End-W 17th St-Whittier Ave</b>					
S	10	40%	50%	30%	10%
<b>Monrovia Ave-W 17th St-Whittier Ave</b>					
N	22	55%	59%	27%	32%
<b>Placentia Ave-W 17th St-Babcock St</b>					
N	14	57%	21%	14%	36%
S	3	67%	33%	33%	33%
<b>Whittier Ave-W 17th St-End</b>					
N	13	23%	31%	23%	15%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Whittier Ave-W 17th St-Monrovia Ave</b>					
S	32	53%	47%	19%	13%
<b>W 18th St</b>					
<b>Anaheim Ave-W 18th St-Park Dr</b>					
S	7	29%	43%	43%	29%
<b>Anaheim Ave-W 18th St-Pomona Ave</b>					
N	33	85%	79%	82%	88%
<b>Crestmont Pl-W 18th St-Kenwood Pl</b>					
S	6	50%	33%	67%	83%
<b>Kenwood Pl-W 18th St-Anaheim Ave</b>					
S	8	13%	13%	25%	38%
<b>Monrovia Ave-W 18th St-Placentia Ave</b>					
S	17	59%	41%	59%	59%
<b>Monrovia Ave-W 18th St-Whittier Ave</b>					
N	43	63%	44%	44%	47%
S	28	61%	43%	50%	50%
<b>Peninsula Pl-W 18th St-Whittier Ave</b>					
S	22	55%	50%	45%	45%
<b>Placentia Ave-W 18th St-Monrovia Ave</b>					
N	34	68%	68%	68%	68%
<b>Placentia Ave-W 18th St-Wallace Ave</b>					
S	14	71%	71%	79%	79%
<b>Pomona Ave-W 18th St-Crestmont Pl</b>					
S	12	92%	100%	100%	92%
<b>Pomona Ave-W 18th St-Wallace Ave</b>					
N	15	80%	87%	87%	87%
<b>Wallace Ave-W 18th St-Placentia Ave</b>					
N	9	78%	78%	67%	78%
<b>Wallace Ave-W 18th St-Pomona Ave</b>					
S	24	96%	96%	96%	96%
<b>Whittier Ave-W 18th St-Peninsula Pl</b>					
N	19	58%	68%	79%	74%
<b>W 19th St</b>					
<b>Federal Ave-W 19th St-Monrovia Ave</b>					
N	9	89%	78%	78%	67%
<b>Monrovia Ave-W 19th St-Placentia Ave</b>					
S	17	82%	82%	82%	82%
<b>Monrovia Ave-W 19th St-Whittier Ave</b>					
N	21	62%	67%	62%	62%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Parkcrest Dr-W 19th St-Whittier Ave</b>					
S	12	58%	58%	50%	50%
<b>Placentia Ave-W 19th St-Federal Ave</b>					
N	4	50%	50%	75%	50%
<b>Whittier Ave-W 19th St-Monrovia Ave</b>					
S	37	78%	76%	86%	76%
<b>Whittier Ave-W 19th St-Sundance Dr</b>					
N	10	40%	60%	60%	60%
<b>W 20th St</b>					
<b>Continental Ave-W 20th St-Federal Ave</b>					
S	9	11%	11%	11%	11%
<b>Continental Ave-W 20th St-Monrovia Ave</b>					
N	9	33%	33%	22%	56%
<b>End-W 20th St-Monrovia Ave</b>					
S	14	50%	36%	64%	64%
<b>Federal Ave-W 20th St-Continental Ave</b>					
N	9	22%	11%	11%	11%
<b>Monrovia Ave-W 20th St-Continental Ave</b>					
S	8	13%	38%	38%	50%
<b>Monrovia Ave-W 20th St-End</b>					
N	13	62%	38%	38%	62%
<b>Palace Ave-W 20th St-Wallace Ave</b>					
N	9	100%	100%	100%	100%
S	16	88%	69%	81%	81%
<b>Placentia Ave-W 20th St-Palace Ave</b>					
N	7	100%	100%	100%	100%
S	10	90%	80%	80%	90%
<b>Sterling Ave-W 20th St-Pomona Ave</b>					
N	10	70%	80%	100%	100%
S	11	73%	73%	82%	82%
<b>Wallace Ave-W 20th St-Sterling Ave</b>					
N	8	88%	88%	100%	100%
S	9	56%	89%	89%	89%
<b>W Bay St</b>					
<b>Anaheim Ave-W Bay St-Meyer Pl</b>					
N	13	69%	54%	85%	77%
<b>Harbor Blvd-W Bay St-Parsons St</b>					
S	5	60%	80%	60%	60%
<b>Maple Ave-W Bay St-Anaheim Ave</b>					

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
N	15	53%	33%	47%	47%
S	13	77%	69%	69%	62%
<b>Meyer Pl-W Bay St-Anaheim Ave</b>					
S	12	58%	42%	42%	50%
<b>Parsons St-W Bay St-Harbor Blvd</b>					
N	10	80%	90%	80%	80%
<b>Parsons St-W Bay St-Thurin St</b>					
S	27	85%	81%	85%	85%
<b>Thurin St-W Bay St-Parsons St</b>					
N	30	67%	77%	83%	83%
<b>Wallace Ave</b>					
<b>Center St-Wallace Ave-Weelo Dr</b>					
W	10	90%	90%	90%	90%
<b>End-Wallace Ave-James St</b>					
W	5	60%	60%	60%	60%
<b>Hamilton St-Wallace Ave-End</b>					
E	23	78%	65%	78%	70%
W	16	69%	31%	31%	56%
<b>Hamilton St-Wallace Ave-W 20th St</b>					
W	46	74%	74%	78%	78%
<b>James St-Wallace Ave-End</b>					
E	6	100%	83%	83%	83%
<b>James St-Wallace Ave-Shalimar Dr</b>					
W	12	100%	100%	100%	100%
<b>Scott Pl-Wallace Ave-W 18th Ave</b>					
W	4	100%	75%	100%	100%
<b>Shalimar Ave-Wallace Ave-James St</b>					
E	9	67%	67%	78%	78%
<b>W 18th St-Wallace Ave-Scott Pl</b>					
E	9	89%	100%	100%	100%
<b>W 19th St-Wallace Ave-Center St</b>					
E	19	42%	58%	68%	89%
W	13	85%	85%	92%	100%
<b>W 19th St-Wallace Ave-W 20th St</b>					
E	38	84%	87%	95%	95%
<b>W 20th St-Wallace Ave-Hamilton St</b>					
E	36	94%	94%	97%	97%
<b>W 20th St-Wallace Ave-W 19th St</b>					
W	43	70%	77%	88%	93%

Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
<b>Weelo Dr-Wallace Ave-Center St</b>					
E	10	70%	80%	90%	80%
<b>Weelo Dr-Wallace Ave-Scott Pl</b>					
E	8	75%	63%	63%	75%
W	6	67%	100%	100%	100%
<b>Wilson St-Wallace Ave-Congress St</b>					
E	17	24%	35%	29%	35%
W	20	55%	40%	40%	55%
<b>Weelo Dr</b>					
<b>Wallace Ave-Weelo Dr-Pomona Ave</b>					
N	19	84%	84%	84%	89%
S	24	79%	71%	83%	79%
<b>Whittier Ave</b>					
<b>Arbor St-Whittier Ave-End</b>					
E	20	20%	25%	30%	30%
<b>Arbor St-Whittier Ave-W 19th St</b>					
W	7	14%	14%	14%	0%
<b>End-Whittier Ave-Arbor St</b>					
W	16	19%	6%	13%	6%
<b>Parkhill Dr-Whittier Ave-W 18th St</b>					
E	30	27%	17%	20%	37%
W	14	7%	21%	21%	14%
<b>W 17th St-Whittier Ave-Hampton Dr</b>					
E	17	47%	41%	41%	47%
W	12	25%	42%	42%	42%
<b>W 18th St-Whittier Ave-W 17th St</b>					
E	29	31%	28%	24%	10%
W	10	0%	10%	10%	10%
<b>W 19th St-Whittier Ave-Arbor St</b>					
E	7	14%	0%	14%	14%
<b>W 19th St-Whittier Ave-Parkhill Dr</b>					
E	8	0%	25%	13%	0%
W	23	65%	57%	65%	78%
<b>Wilson St</b>					
<b>Canyon Dr-Wilson St-State Ave</b>					
S	4	25%	0%	0%	75%
<b>Continental Ave-Wilson St-Federal Ave</b>					
S	20	70%	65%	90%	100%
<b>Continental Ave-Wilson St-Monrovia Ave</b>					



Weekend Occupancy					
From-Street-To	Total Spaces	8:00 AM	12:00 PM	4:00 PM	8:00 PM
N	12	67%	67%	58%	75%
<b>Federal Ave-Wilson St-Continental Ave</b>					
N	14	57%	50%	64%	71%
<b>Monrovia Ave-Wilson St-Continental Ave</b>					
S	11	36%	18%	27%	64%
<b>Monrovia Ave-Wilson St-National Ave</b>					
N	10	40%	40%	20%	40%
<b>National Ave-Wilson St-Monrovia Ave</b>					
S	14	36%	21%	29%	43%
<b>Pacific Ave-Wilson St-Canyon Dr</b>					
S	21	48%	33%	33%	48%
<b>Republic Ave-Wilson St-Canyon Dr</b>					
N	18	33%	28%	28%	28%
<b>Republic Ave-Wilson St-National Ave</b>					
N	23	22%	17%	22%	13%
S	20	30%	25%	20%	30%
<b>State Ave-Wilson St-Republic Ave</b>					
S	6	50%	50%	33%	67%
<b>Yorkshire St</b>					
<b>Anaheim Ave-Yorkshire St-Maple Ave</b>					
S	13	100%	85%	100%	100%
<b>Maple Ave-Yorkshire St-Anaheim Ave</b>					
N	15	73%	67%	80%	93%

## **Appendix B. Online Survey Results.**



# **City of Costa Mesa Resident Parking Survey Summary Report**



**June 2021**

**Dixon Resources Unlimited**

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## Overview

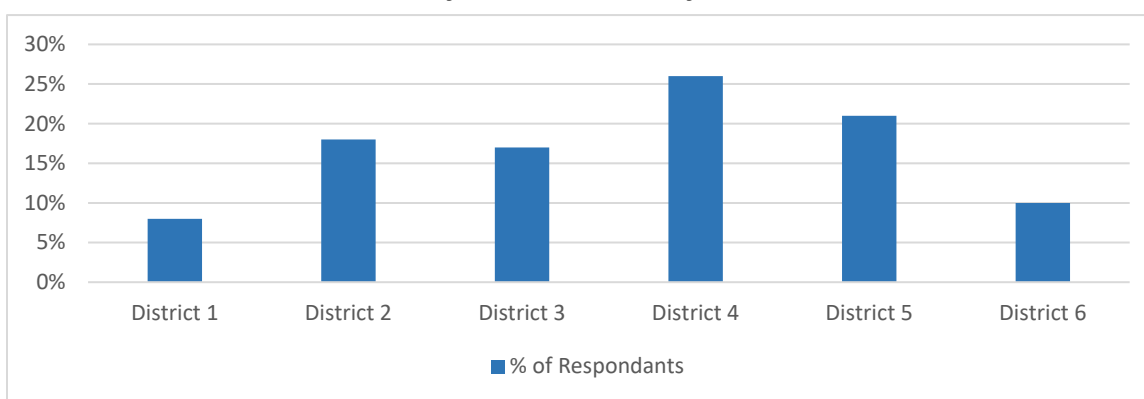
The City of Costa Mesa conducted a Residential Parking Survey from March 13, 2021, to April 18, 2021. The purpose of the survey was to gather initial feedback on policies and practices regarding residential on-street parking within the City. The survey was offered in both English and Spanish.

- There were 356 total responses.
- 4% took the survey in Spanish.

### *Question: Which City Council District do you live in?*

- Most respondents live in District 4 (26%).
- The fewest live in District 1 (8%), and District 6 (10%) being similarly represented.

**Figure 1: Answers to Question - Which City Council District do you live in?**

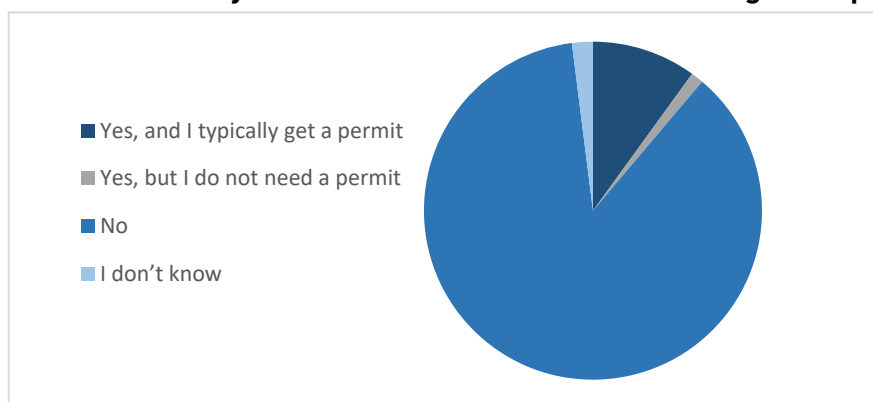


### *Question: Do you live on a street with a Residential Parking Permit program?*

While the residential permit parking program was not being enforced at the time of the survey, residents were asked to respond based on what they typically do when the restrictions are enforced.

- 87% of total respondents stated do not live on a residential permit parking street.
- 11% stated yes, they do live on a residential permit parking street, and either typically get a permit or do not need one.

**Figure 2: Answers to Question- Do you live on a street with a Residential Parking Permit program?**



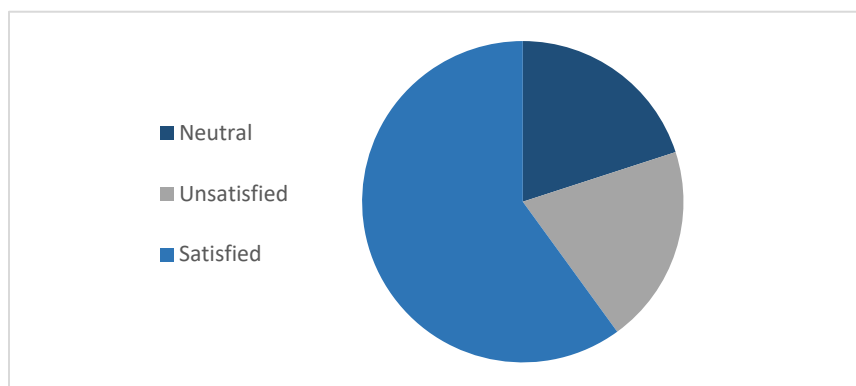
## Permit Zone Residents

Respondents that either stated, “Yes, and I typically get a permit” or “Yes, but I do not need a permit” to the previous question were then directed to answer three additional questions specifically relating to the Residential Permit Parking Program, and their experience living on a street with a permit parking program.

*Question: How satisfied are you with the current process for applying for a parking permit?*

- 60% of respondents stated they are satisfied.
- 20% stated they are neutral.
- 20% of respondents stated they are unsatisfied.

**Figure 3: Answers to Question - How satisfied are you with the current process for applying for a parking permit?**

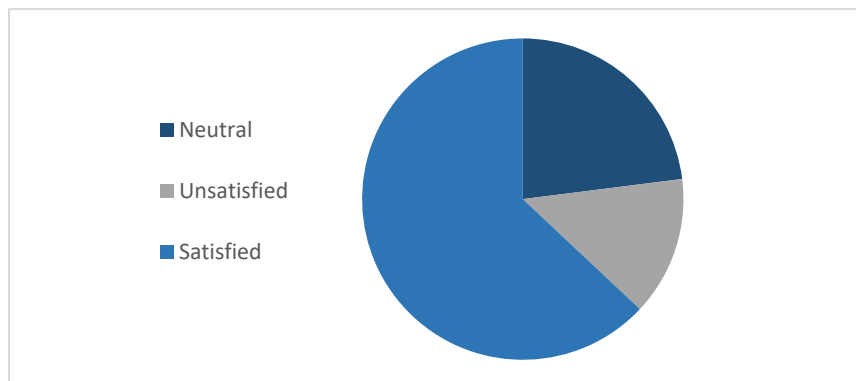


*Question: How satisfied are you with the current guest pass allotment?*

Residential parking permit holders receive 100 guest passes per household annually to use freely. Each permit is valid for 24 hours and cannot be reused.

- 63% of respondents stated they are satisfied.
- 23% stated they are neutral.
- 14% of respondents stated they are unsatisfied.

**Figure 4: Answers to Question - How satisfied are you with the current guest pass allotment?**



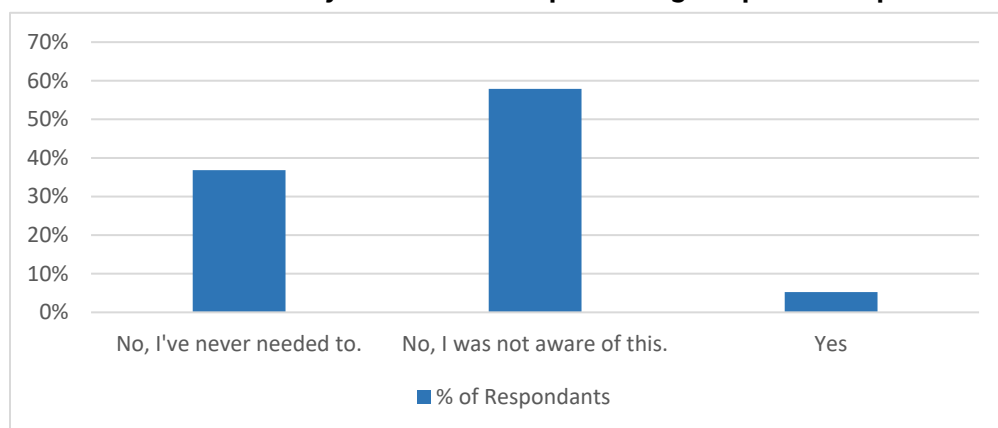


**Question: Have you utilized the 25 pre-dated guest passes for special events?**

Residential parking permit holders can receive a bulk set of up to 2 pre-dated guest passes that can be used for a one-time special event. Each permit is valid for 24 hours on the date requested and cannot be reused.

- 58% of respondents stated they were not aware of this option.

**Figure 5: Answers to Question - Have you utilized the 25 pre-dated guest passes for special events?**



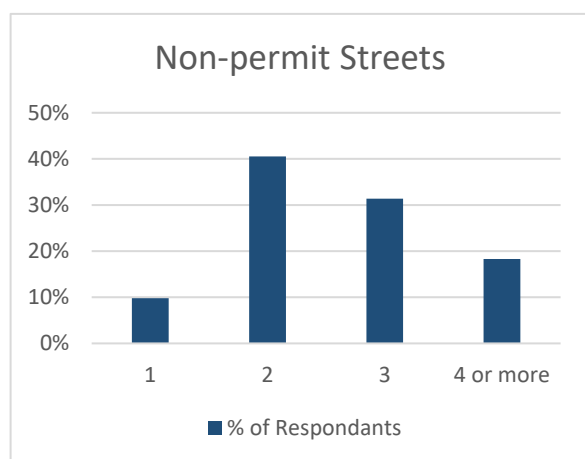
## Permit Streets Vs. Non-permit Streets

The following questions were posed to all respondents. To better understand the results, responses were broken out into two groups, respondents that live on a street with a Residential Parking Permit Program ("Permit Streets"), and respondents with no permit restriction on their street ("Non-permit Streets").

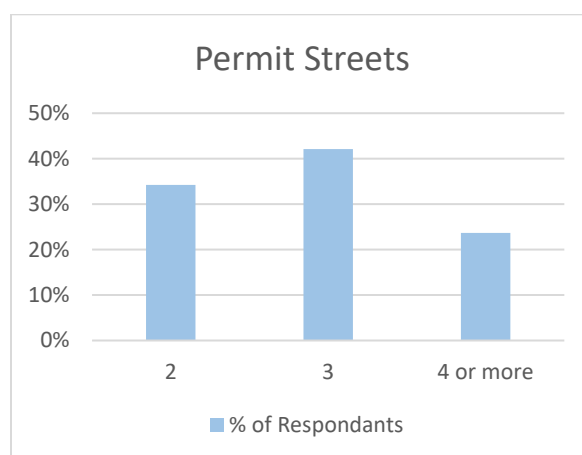
**Question: How many cars does your household have?**

- The average response of both groups was 2.7 cars per household.
- There were no respondents that stated they did not own a car, in either group.
- There were no respondents on permit streets with less than two cars (one or zero).

**Figure 6: Residents on a street without a Residential Parking Permit Program.**



**Figure 7: Residents on a street with a Residential Parking Permit Program.**

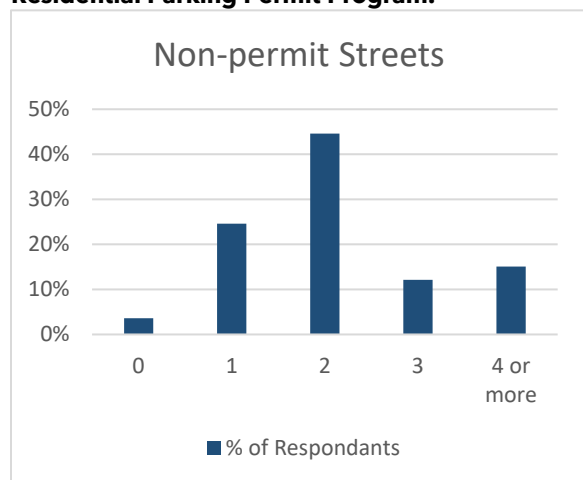


**Question: How many on-site parking spaces does your household have available at home?**

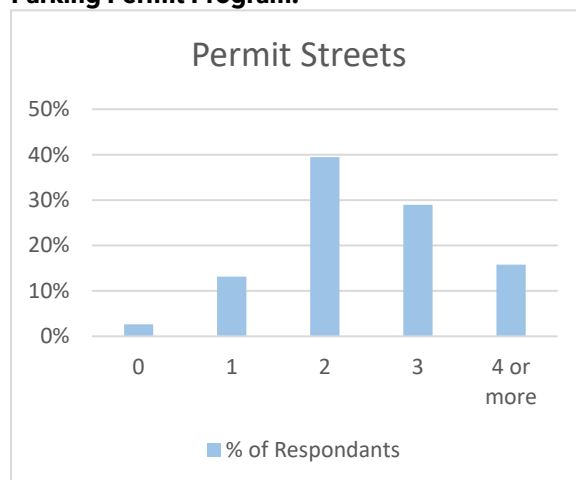
Respondents were told to include parking in garages, carports, double parking on long driveways, and other similar situations in their response.

- The average response was 2.2 parking spaces available per household.
- While no respondents stated that they did not own a car to the previous question, 7% of respondents said they did not have any on-site parking available at home.
- 45% of permit street respondents had 3 or more spaces available at home, compared to only 27% of non-permit street respondents.

**Figure 8: Residents on a street without a Residential Parking Permit Program.**



**Figure 9: Residents on a street with a Residential Parking Permit Program.**



**Question: Where do you typically park your car(s) while you are at home?**

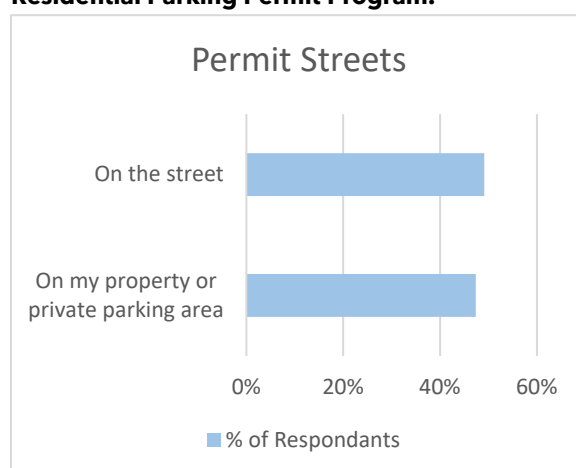
Respondents were asked to “select all that apply” for the cars that they own, or provide a write-in answer that better describes their situation.

- ☐ On my property or private parking area
  - ☐ On the street
  - ☐ Other: *Free response*
- 
- On non-permit streets, more respondents stated they use parking on their property (55%), compared to permit streets (47%).
  - A handful of non-permit street respondents selected “Other” and wrote-in answers. Answers included that they park at a nearby school or alley.

**Figure 10: Residents on a street without a Residential Parking Permit Program.**



**Figure 11: Residents on a street with a Residential Parking Permit Program.**

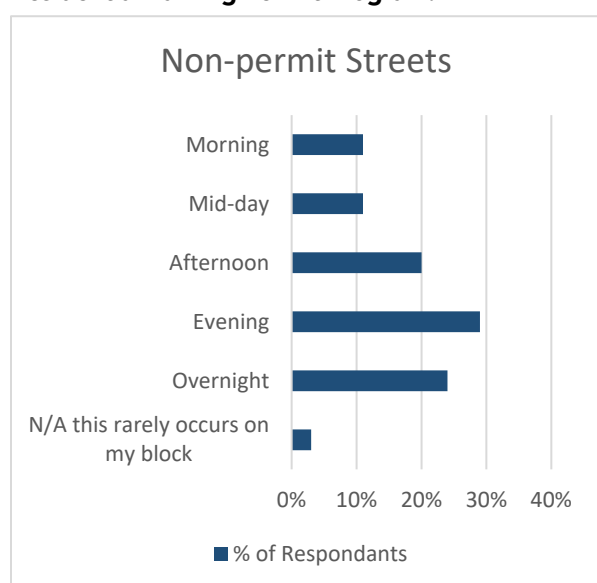


*Question: When do you find it difficult to find parking on your block?*

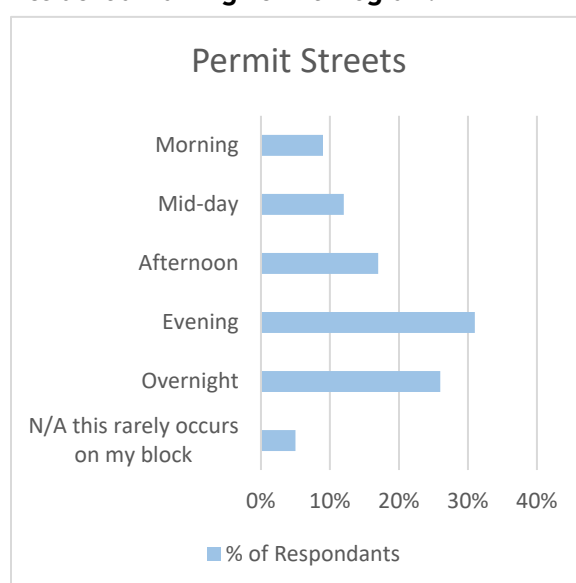
Respondents were asked to select all the times of day that apply, or could select "N/A this rarely occurs on my block".

- The most common responses from both groups were evening, overnight, and afternoon.
- The evening was selected by 29% non-permit street respondents, and similarly 31% of permit street respondents.

**Figure 12: Residents on a street without a Residential Parking Permit Program.**



**Figure 13: Residents on a street with a Residential Parking Permit Program.**



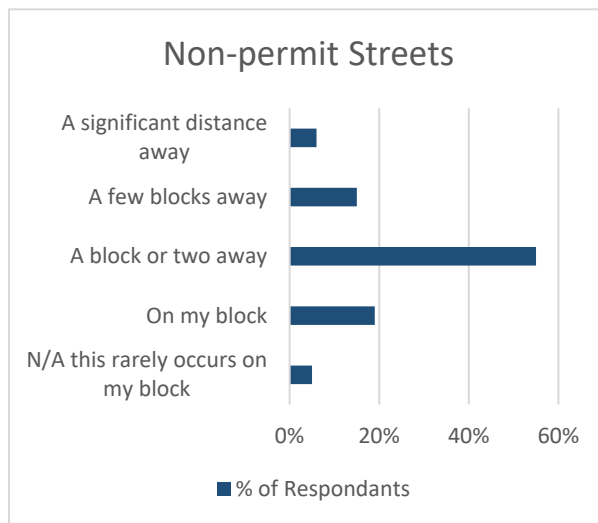
*Question: When the majority of spaces are occupied, how far from your residence do you typically have to park?*

Respondents were asked to select how far they have to park, from the following options:

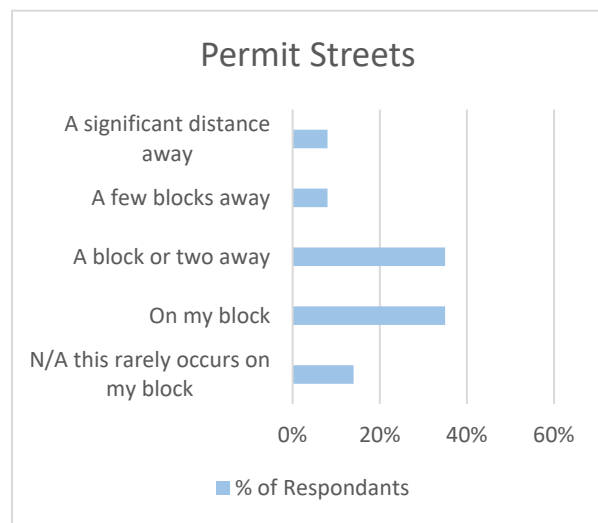
- ☐ On my block (either side of the street)

- ☐ A block or two away (but still in my neighborhood)
  - ☐ A few blocks away (slightly outside my neighborhood)
  - ☐ A significant distance away (outside my neighborhood)
  - ☐ N/A (this rarely occurs on my block)
  - ☐ N/A (I do not know/I do not use street parking)
- The most common response from the non-permit street group was “a block or two away” (55%).
  - The most common response from the permit street group was a tie between “a block or two away” and “on my block” (35% each).

**Figure 14: Residents on a street without a Residential Parking Permit Program.**



**Figure 15: Residents on a street with a Residential Parking Permit Program.**



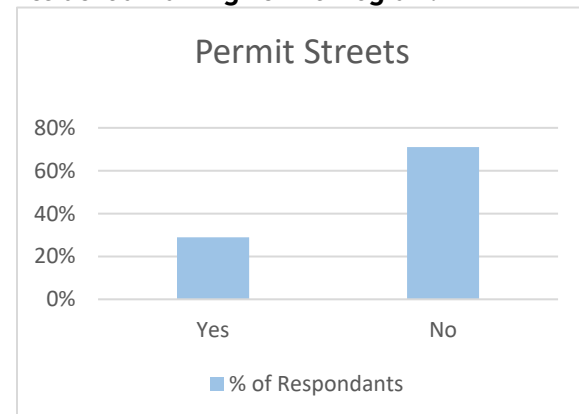
*Question: During typical times, do you have regular service worker visits to your home that last more than 3 hours?*

- 80% of non-permit street respondents stated no, they do not have service visits (like yard work, childcare, or caretakers) that last longer than 3 hours.
- Similarly, 71% of permit street respondents answered no.

**Figure 16: Residents on a street without a Residential Parking Permit Program.**



**Figure 17: Residents on a street with a Residential Parking Permit Program.**



**Question: Where do your guests and service workers typically park their cars when visiting your home?**

Respondents were asked to select from the following options:

- ☐ On my property or private parking area
- ☐ On the street
- ☐ Other: *free response*
- ☐ I don't know

- 92% of respondents on permit streets stated that their guests and service workers park on the street.
- 65% of non-permit street respondents state their guests and service workers park on the street, and 11% stated their guests park on their property.
- While there were very few write-in answers from respondents on permit streets, 19% of non-permit street respondents wrote in providing more specific detail regarding where their guests and service works park. Responses from non-permit street respondents included:

*"I move my car before they come so they can park in my spot at my apartment because parking is ridiculous"*

*"I park in the street in the morning so my guest can park on my property parking spot"*

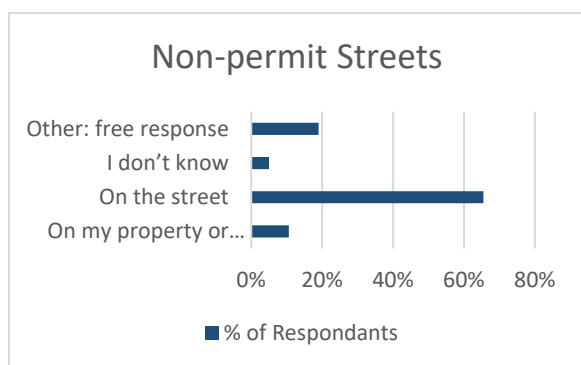
*"My guests have to find parking down the street or ask a neighbor to park in their driveway"*

*"In order to have guests, we have to park all our cars on the street to have the driveway available for our guests"*

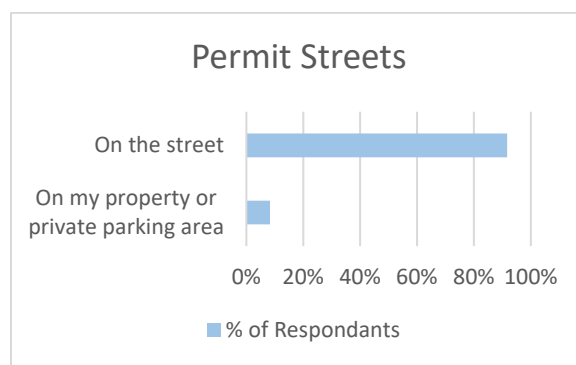
*"They park on our property illegally - behind other cars or in front of garages because there are no street spaces available"*

*"They Uber over or I have to pick up guests"*

**Figure 18: Residents on a street without a Residential Parking Permit Program.**



**Figure 19: Residents on a street with a Residential Parking Permit Program.**



## Potential Program Changes

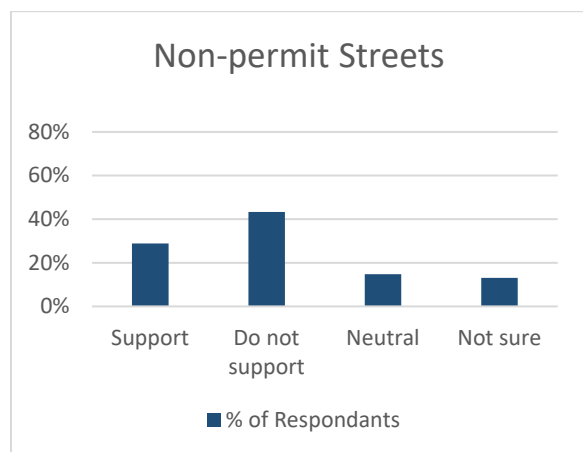
The following five questions asked respondents to gauge their support for possible changes to the Residential Permit Parking Program. To preface the questions, the survey stated:

*To balance the needs of all residents, the City is considering changes to the existing Residential Permit Parking Program. Please help the City understand your residential parking priorities by rating your support for the following options.*

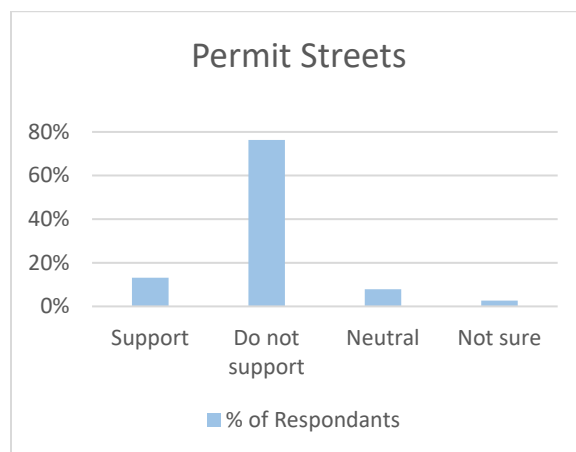
### *Potential Change: Eliminate the Residential Permit Parking Program.*

- 76% of permit streets selected "Do not support".
- 29% of non-permit street respondents supported this potential change, compared to only 13% on permit streets.

**Figure 20: Residents on a street without a Residential Parking Permit Program.**



**Figure 21: Residents on a street with a Residential Parking Permit Program.**

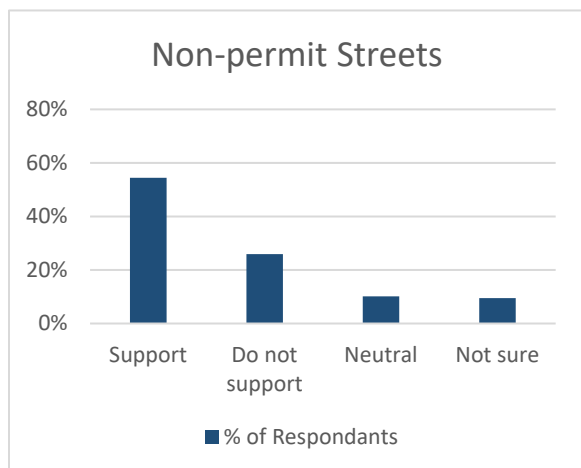


### *Potential Change: Expand the residential permit parking program.*

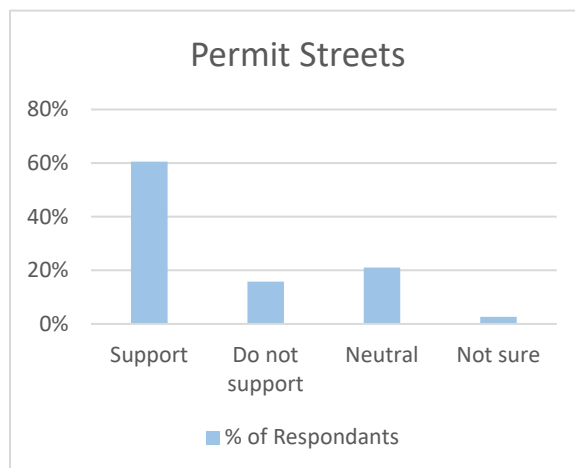
- A similar portion of non-permit street and permit street respondents supported expanding the program (54% and 61% respectively).



**Figure 22: Residents on a street without a Residential Parking Permit Program.**



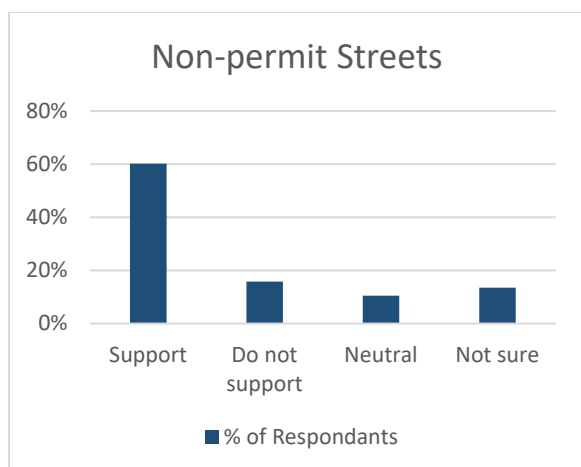
**Figure 23: Residents on a street with a Residential Parking Permit Program.**



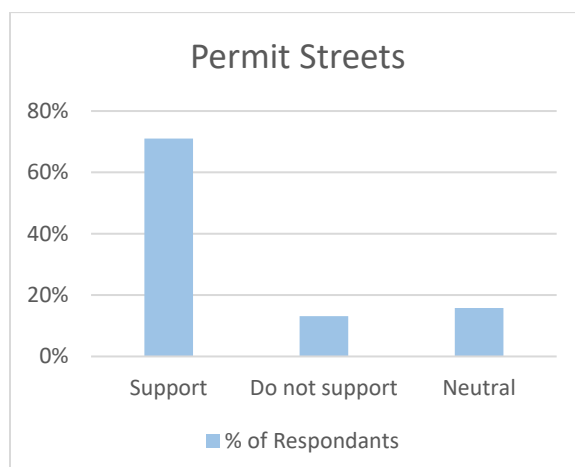
*Potential Change: Modernized online parking permit management system.*

- 60% of non-permit street respondents and 71% of permit street respondents support modernizing the program.
- No permit street respondents selected "Not sure".

**Figure 24: Residents on a street without a Residential Parking Permit Program.**



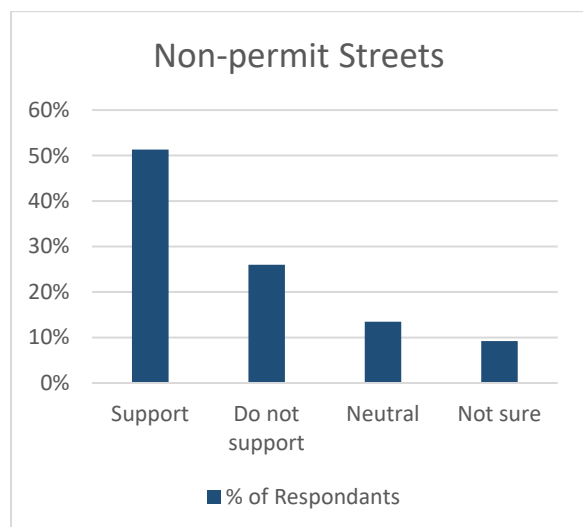
**Figure 25: Residents on a street with a Residential Parking Permit Program.**



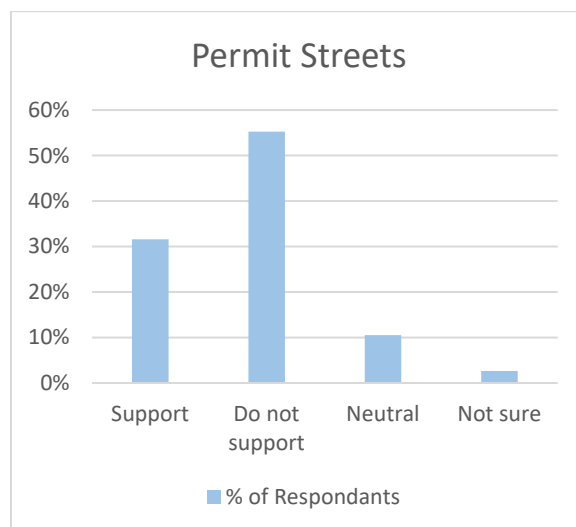
*Potential Change: On permit parking streets, cars without a parking permit should be subject to a time limit (e.g. 2 hours).*

- More than half of non-permit street respondents supported this potential change (51%), as opposed to the more than half of permit street respondents that did not support this change (55%).

**Figure 26: Residents on a street without a Residential Parking Permit Program.**



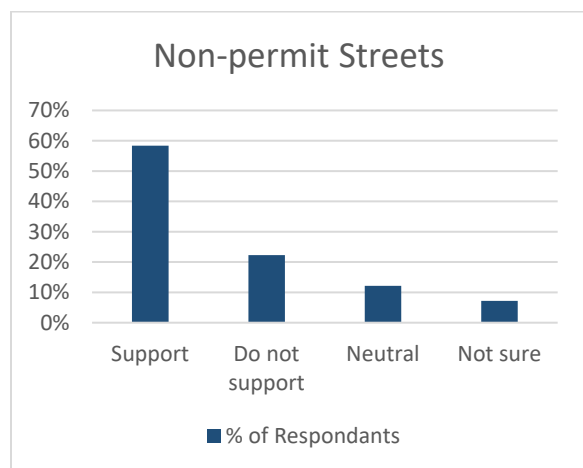
**Figure 27: Residents on a street with a Residential Parking Permit Program.**



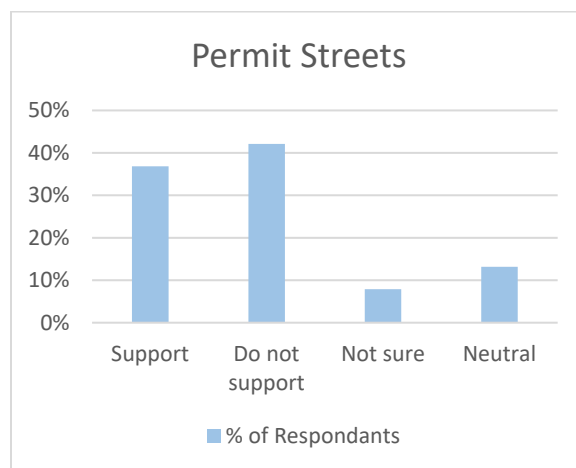
*Potential Change: On permit parking streets, residents should have a limited number of guest passes to give to their visitors.*

- 58% of non-permit street respondents supported this idea.
- On permit streets, a similar portion of respondents did not support this idea as opposed to supporting it (42% and 37% respectively).

**Figure 28: Residents on a street without a Residential Parking Permit Program.**



**Figure 29: Residents on a street with a Residential Parking Permit Program.**



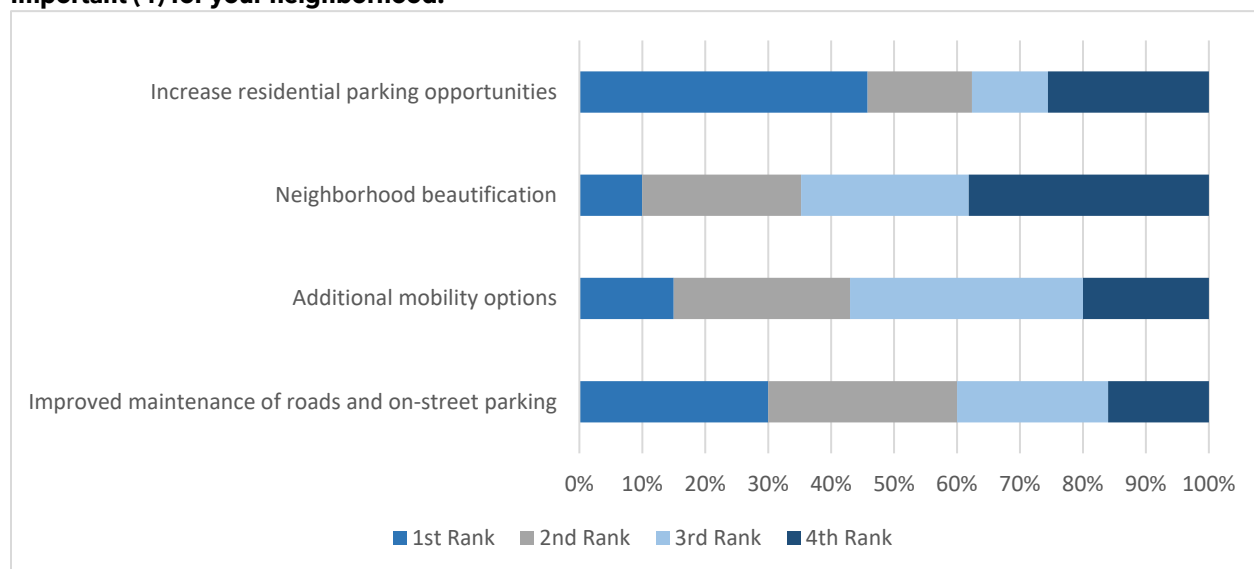
## Resident Priorities

The final two questions of the survey looked to identify respondent's larger neighborhood priorities and understand their more specific parking concerns.

*Question: Please rank the following investments from most important (1) to least important (4) for your neighborhood:*

- ❖ Improved maintenance of roads and on-street parking.
  - ❖ Additional mobility options (local transit, bike lanes, walkability, and sidewalk improvements).
  - ❖ Neighborhood beautification (public art, customized signage, public space landscaping).
  - ❖ Increase residential parking opportunities (additional on-street parking, off-street facilities, etc.).
- The investment that was most often selected as the first priority, was “Increase residential parking opportunities”.
  - The least selected top priority investment was “Neighborhood beautification”, which was most often selected as the fourth priority.

**Figure 30: Answers to Question - Please rank the following investments from most important (1) to least important (4) for your neighborhood.**



*Question: If you had a magic wand and could change, fix, or improve anything about residential parking in Costa Mesa what would you do?*

The final question was a free response that allowed respondents to write in as much or as little feedback as they wished. There were 307 answers to this question. The full set of responses is available in the Parking Magic Wand section of this report.

- Some responses to highlight include:

*“I wish there was parking nearby when street sweeping happens. It’s difficult to find parking on the streets in the neighborhood when they’re all being swept the same day.”*

*"Automatically make Costa Mesa have parking permits with specific rules that accommodate the residents of Costa Mesa."*

*"My street is 99.5 percent multiple dwelling units. Give the residents permits to park."*

*"Get rid of parking permits. It isn't fair that I can't park on a street overnight. I have to park FAR away and typically have to walk by weird people (aka druggies)."*

*"Eliminate residential parking permit program, it hinders residents more than it helps. Parking communities should also have permits rather than reserved spaces that better flow with the come and go of people to their homes and thus the parking lot. It is so frustrating to see open spaces everywhere yet nowhere to park but that tiny section of street that isn't permitted and is actually open for public parking. Parking is a huge issue here, and opening things up and thinking more creatively is the answer."*

*"Create more spaces in high density areas. Make the builders include parking for 4 people for a 2 bedroom apartment. Everyone has a car."*

*"Implement metered parking in congested areas; use meter revenue for streetscape improvements (sidewalks, benches, trees, waste bins, protected bike lanes, bus shelters, public restrooms, maintenance); eliminate minimum off-street parking requirements."*

*"Get people to park in their own garages and off-street spaces instead of automatically parking in the street and using garages purely for storage."*

*"It shouldn't be easy for people to own many cars and use public space as storage. And owning a car shouldn't be required to live here. My magic wand would make car-lite living possible through intentional walkability/bikeability efforts."*

## Parking Magic Wand

### Parking Magic Wand Free Response Answers:

*If you had a magic wand and could change, fix, or improve anything about residential parking in Costa Mesa what would you do?*

Fix it

Business owners cannot park their business use vehicles in the street

No industrial vans or unpermitted cars allowed to park on Paularino Ave. This makes it very dangerous for us to back onto the street and my wife and kids have almost been hit a few times because they cannot see through the vans and cars. Please start enforcing the permits again at Paularino Ave near Coolidge Ave. Thank you!

Fine owners who convert their garages/ driveways into living spaces & ALWAYS park on the street

License Plate based permit parking. Large Public parking structure.

Leave homeowners alone

Post all streets for street sweeping but stagger days

Keep apartment residents from parking in homeowner neighborhoods

Add better street lighting, landscaping, increase guest parking, bigger streets.

Implement metered parking in congested areas; use meter revenue for streetscape improvements (sidewalks, benches, trees, waste bins, protected bike lanes, bus shelters, public restrooms, maintenance); eliminate minimum off-street parking requirements.

Automatically make Costa Mesa have parking permit with specific rules that accommodates the residents of Costa Mesa.

Look at more public parking lots for over flow [sic] parking along with increased Parking Permits

Reduce dependence on cars so people have fewer cars to store on public property.

Improve walkability. Eliminate permit parking. Require new developments to have significantly more parking (one to two spaces is NOT enough).

They [sic] residential parking permit hinders and shifts the problem to other adjacent streets. I was denied a parking permit pass from City hall since I live in a adjacent street and main street (Pomona between Wilson and Victoria in district 4) not within the limit of 250 ft, but I think I am. We would need to have data on how many cars are owned per household on Multifamily and single family area. The private apartment area behind us park on our street and hence no parking for us or our visitors. Did the study find which streets are the heavy impact streets?

reduce the need for parking by providing more public or active transport options

Create more spaces in high density areas. Make the builders include parking for 4 people for a 2 bedroom apartment. Everyone has a car.

Remove Permit Parking

limit private business parking more than 1-2 cars, occupying public street parking

Street sweeping violations on all streets overnight parking with permits only

Create more parking spaces

Install camera along busy streets or send a letter to residents reminding them that street parking is public property not private property as I have heard/experienced cars getting keyed and coffee thrown over it when parked outside a specific apartment complex.  
I would also allow the street of Shalimar Drive to have street parking as their residents park on James Street and James Street residents then have to move to West 18th Street, and those residents then have to move over to Pomona, center and other further streets. You could also make Shalimar Drive a permit parking street or phase into allowing parking by allow cars to park there on the days near by [sic] streets have street sweeping. Next, I would ensure all cars on the street have an updated

registration sticker as a few cars on 18th street do not have a registration sticker and the owners consistently park it in the same spot for 4 days or more. Finally, with the use of technology, I would provide the city transportation officers with phones to upload photos of a car that has not been moved in three days into a city database instead of marking it because people are beating the system by moving it when they see it is marked. With technology, you have a digital trace of the date the photo was taken, time and location, which can be used for the ticket.
I would make it so that it wasn't needed by improving biking and walking options in the city.
Find a better way to spend your time and my tax dollars
Get all vehicles that haven't moved for 72 hours, off the street
We have to change peoples perception on parking rights. There are the people who work the system, NIMBYS, people who currently occupied or garage and driveways with either toys, i.e., trailers, water sports, trailers, or in operable [sic] cars. But then rely on street parking for maybe up to 4 to 5 household vehicles. High density apartment complexes, condo complexes, and even small district shopping areas, who all fight in the same parking.
No changes at this point...my particular neighborhood does not have issues, but I know some people at the edge of the neighborhood are impacted by many cars parking at their homes due to condos and apartments nearby, so they may feel differently.
All apartments would be required to have at least one parking spot per bedroom.
It shouldn't be easy for people to own many cars and use public space as storage. And owning a car shouldn't be required to live here. My magic wand would make car-lite living possible through intentional walkability/bikeability [sic] efforts. Also - maybe the burden of car-ownership [sic] can be eased through efforts to expand on-demand short-term car rental opportunities: <a href="https://www.cnet.com/roadshow/news/car-sharing-guide-car-rental-turo-zipcar/">https://www.cnet.com/roadshow/news/car-sharing-guide-car-rental-turo-zipcar/</a> .
Give street permits to homes that have their garages full of cars, not stuff. My condo complex: Monticello did this in 2021.
Street sweeping violations on all streets overnight parking with permits only
Have cars with permits or make landlords pay for reserved spots for tenants since rent control is out of hand
Parking
<p>1- Provide street sweeping signs for all streets in the city not just some and enforce ticketing during those street sweeping hours. Many people who park their car over night [sic] are just throwing out their trash on the curb outside where they parked (fast food bags, cigarettes, beer bottles (glass and cans), etc.</p> <p>2- For developers do not approve plans unless adequate parking is provided in the plans to accommodate at least four parking spots per residence.</p> <p>3-For existing apartments/ high density developments implement a program where they must use the garage units provided to them for parking and not as a storage unit and fine if not used properly.</p> <p>4- Do not allow commercial vehicles to be parked overnight on the street. Businesses need to have a designated parking lot away from residences to store their equipment. The streets are not their free storage for their business.</p> <p>5- SAFETY- many areas of the City do not have adequate sidewalk space or even sidewalks to walk, ride your bike or push a stroller. Therefore, pushing people to do these activities in the streets where cars (speeding is a problem in the City especially East Side Costa Mesa on the main run through streets). People especially children are not seen by speeding cars when trying to cross the street in between all the cars which many times are trucks and SUV's that are much taller than them.</p> <p>6- parked cars on the street are blocking the mailbox which discourages the mailman from delivering mail until the obstacle is no longer an issue therefore causing a delay in delivery.</p>



7- For parking permits, it should not be three per household, but instead based on number of bedrooms or a max number. A family renting a one bedroom should not have three permits. This is especially important in high density areas, where six passes could be distributed to two individual one bedroom units, and the site may only provide a single spot on premises, leading to significant street use.
Any new/old apartment complexes that get created/evaluated should be allotted at least two parking spaces if it's a one-bedroom. I find it ridiculous that this is not in effect and feel like this needs to get implemented to help resolve overflow parking. For example, I considered getting a 1-bedroom in district 4 with my husband and we did not move forward with the area because they had a really long waiting list for reserved parking. This is an inconvenience, since we don't need a 2-bedroom because 1.No kids and 2.Saving to buy a house one day. on top of that, having a first-come, first-serve parking is difficult, since my work hours vary. We are not City life like NY or SF, but more suburb life. People around me need their cars to commute to work because their jobs reside in other cities and it's faster than public transit. If I have a wand I would implement parking structures to alleviate all the excess cars from families that live in apartments and have their kids that now have cars and still live with their parents because it's too expensive to live elsewhere. Hopes this helps!
Get people to rid themselves of cars. Make owners of fleets of vehicles park them at a place of business, not residential areas.
Limit the amount of cars parking in the street and limit amount of hours a car can be parked in the same spot to 72 hours and actually reinforce it. Limit amount of gaps cars leave between each other, drawn parking lines?, Open up shalimar street for parking but have more police patrol that area.
Limit number of cars per household, especially rentals.
I would limit each household to the amount of cars they are allowed to park on the street and in front of other peoples houses. Some houses rent out their rooms and have an enormous amount of tenants that have their own cars. Not fair to other people living in the family homes on the same street. They treat the houses as if they were apartments, which affects the rest of the residents in the area when it comes to the parking situation on the street.
Increased enforcement late afternoon and evening
Follow Shoup's model - all streets charge for parking at rates set so that there are always 10-20% of spaces available and the money earned goes to local neighborhood improvements.
Enforce Restricted Parking on my Street
Limit parking for this living in high density apartments. That takes up parking allocations on the surrounding streets
Reduce the number of cars by improving public transit and bikeability [sic]
Limit parking for this living in high density apartments. That takes up parking allocations on the surrounding streets
Have apartments provide sufficient parking for their residents so they do not flow over to the streets. They end up parking in front of houses.
My street needs No Parking signs for street sweeper days and parking permits
Step up enforcement of parking violations and fees
move cars up or back that are blocking a potential parking space on the street.
Add parking structures
Keep people from apartment and condo complexes from parking in front of our home blocks away and leaving cars over the weekend, sometimes keeping the street sweeper from cleaning our gutter... no tickets given.
I would encourage the city grants Permit Parking for those streets like Ralcam Place who have limited space due to the street being a cul-de-sac.

Enforce it. Since the permit parking, I've noticed less vandalism, loitering and meth heads on the streets roaming around looking for opportunities to steal something. I do feel for the people in search of parking and it may suck at times but for those witnessing and having to endure parking far off or not being able to get a parking in front of your house-that's [sic] just awkward and not right.
Give me back my residential parking with ENFORCEMENT. My street has been the safest, cleanest, and most quiet since we got our Parking By Permit Only. PLEASE.
Put the program back and enforce the rules. On our street we are inundated by transient vehicles created by the apartments over crowding [sic] and using their garages for storage and renting the garages out for people to live in them. (Apts east of Mendoza, north of El Camino) You cure that problem, you then cure my problem.
Give me back my residential parking and enforce it. Please.
I hope and pray that I can park in front of my own house because residents from apartment complex always park on my street, I want resident parking permit must be enforced at all times.
Open up Shalimar street parking so residents from that part of the neighborhood don't park over outside our house on James street or Wallace.
Fix parking by putting line dividers to ensure nobody taking extra space or parking meters
Allow streets with duplexes become residential parking permits too. More than duplex (2 apartments) maybe not.
Eliminate multi family dwellings
Have people park in their garage or on their driveway. On our street most people have two or three cars park on the street as their garage is used as storage [sic] or full of junk.
Paint marked parking and have parking enforcement patrol that cars do not stay for more than 48 hours on a parking
Limit of cars per household
Enforce permit parking in the evenings and overnight
Have more parking space available.
Make apartment dwellers use their parking spaces instead of cluttering up the streets.
Area around the Lab better parking
Have the neighborhood apartment complexes park in their own parking structures. They give discounts if they park in the street. Mandatory! Park inside their complex.
Create public parking buildings, line out parking spaces, open more spaces for public parking, limit hours for on street parking
Have apartment managers force residents to park in their garage. This can be done by doing quarterly garage checks.
Stricter building codes to reduce population density and enforcement of those codes
make permits/passes available to residents
Limit the amount of cars each house may have for example if 4 adults live in one house hold [sic] and only 2 have a driver's license only 2 cars are allowed to have in that house hold. ex#2 Two adults in one household and have 3 cars but only one driver's license only one car should be allowed. Street parking is being misused by many ppl with multiple cars specially parking in the middle of two parkings [sic], not allowing other ppl with one car that go out to work struggling to find parking. Traffic control should also take pictures of cars parked more than 24 hrs in the same spot instead of marking the tires with chalk. That way people will get ticketed instead of them getting away with just moving their cars back and forth to misalign the marked tire. Also think marking where each car should park along curbside will help. To help the city financially maybe even meter parking. That way people with multiple cars will think twice of having too many cars that are not being used.
Limit the number of apartment residents parking on my street.

People use their garage and driveways for their vehicles rather than use them for storage
Create system which penalizes owners who leave cars sitting out on the street for long periods of time. Cars that are not used should be kept in storage or sold.
limit vehicles per household, my neighbors have 10 cars, only 7 drivers, (mult-generation [sic] family) they rarely park any vehicles on their property. Another neighbor has 8 cars, 6 drivers, they also have a gardening service, 6 of their vehicles parked on the street. These are single family homes. Maybe have a fee for more than 3 or 4 cars per single family home.
have a clean out [sic] garage program - no permit parking unless garages are utilized.
Limit the amount of cars people park on the street
If possible, increase resident parking only permits, have street sweeper do both sides same day(no more one side one day and the other side on a different day), not allow commercial cars be park on residential streets overnight. we know of some homes that have from 5 to 10 cars per house hold [sic]. Note; the last question is a little confusing, the way the questions are in relation to the answers. my respond should be 1# (3), #2- (3), #3 (Public Art (1) Landscape (4) # 4 (1) on street parking (3) on facilities (3)
By my house I would close the wall opening which would eliminate residents from the apartments parking in the track and would also stop motorcycles from riding on the sidewalk through the opening.
By my house I would close the wall opening which would eliminate residents from the apartments parking in the track and would also stop motorcycles from riding on the sidewalk through the opening.
I think abandoned vehicle reporting needs to be encouraged more. I've seen too many cases where vehicles are parked on the street and never moved. The only time they're moved is for the street sweeping hours, after which they're parked again and never touched for the rest of the week. No one seems to report these vehicles, but I think it's because people aren't aware they can report vehicles that are deemed abandoned (72 hours). The other main issue causing the residential parking problems is people having too many useless cars or junk cars taking up parking spots in their apartment complexes which could be used for cars that are actually used, but I don't know of any suggestions that could fix this.
We have many cars that park overnight around Wimbledon Park that are residents of Santa Ana apartments on the other side of Sunflower. There is absolutely no street parking due to this.
Residents of apartments should not be able to monopolize home owner parking. There should be a system in place to regulate this.
Make new residential buildings have double the amount of parking before being approved for construction
Make public parking a thing again.
Require the owners of multi family dwellings provide on site parking for their residents and forbid parking in surrounding neighborhoods.
Enforce 72 hour parking limits (but not during a pandemic!)
Not have the dmv a block away from me.
MAKE IT MORE EQUITABLE
On the block on Mendoza Street from Baker to El Camino is a red curb. There is no reason that parking shouldn't be allowed on both sides of the street.
I would have the front of my house available to my family and friends and not apartment dwellers parking and throwing trash on the ground in front of my property
I would have the front of my house available to my family and friends and not apartment dwellers parking and throwing trash on the ground in front of my property

Increase transit options and increase the development of denser housing with mixed-use so that residents could walk to store and restaurants rather than drive. Critical mass is also essential for public transit systems to succeed.
Enforce existing laws, cite/tow expired license vehicles parked on city streets.
Require private residences operating commercial businesses on site to remove their business vehicles (gardner [sic] vehicles for example) to commercial areas.
Utilize code enforcement by addressing overflowing parking from apartment complexes which are over rented and dumping into the residential neighborhood.
Create and enforce mandatory street sweeping. Monrovia for example is mandatory but Victoria is not, which now never gets swept due to all the overnight parking issues.
The majority of the impact to where we live is too many vehicles from the apartments at the end of Victoria and a resident on Continental running a commercial gardening service from their home. The management of these businesses should be required to obtain the needed parking for their residents and business vehicles through commercial rental agreements with adjacent commercial properties. It is unfair that the residents of the tract are impacted due to the business practices of a few owners.
Permit parking in areas with low amounts of parking spaces [sic]
Limit apartment tenant housing numbers allowed. Then less car parking spots are needed
Not have the dmv a block away from me.
Get rid of parking permits. It isn't fair that I can't park on a street overnight. I have to park FAR away and typically have to walk by weird people (aka druggies).
parking spots painted on the ground. people constantly take up two spots with a single car
To maximize parking spaces and visibility, I suggest more parking spaces created to line up perpendicular to the condos on Ludington; similar to streets such as Vanguard Way, El Camino Real and Coolidge. The residents in the condos do not have enough private property parking and primarily park on Ludington. It would also be easier to see cross traffic when exiting the streets from our home on Pierpont Dr or any of the 6 streets connected to Ludington.
Make vanguard university provide parking for there school not our streets
Put up red lanes so cars can't park in front of my house all hours of the day and night. Especially the homeless RV... it's so rude and no respect..
Most excess parking in my neighborhood comes from surrounding apartment buildings that charge so much rent you need 4 people to afford a 2 bedroom apartment. Figure this out & poof problem gone...
Make vanguard university provide parking for there [sic] school not our streets
Less people
More parking enforcement people blocking my driveway should not be [sic] allowed
More vehicle parking near my block
Stop shopping center workers and grit cycle members from taking all our parking spots. They have a designated lot they should not be on our street!!!
Implement and enforce ticketing of non operational vehicles that are used to save parking spots
Allow people who live in apartments to park on both sides of their streets. Why do the houses on the other side get permits that allow only them to park on that side of the street, which has more than enough space for everyone, while people on the apartments side need to walk blocks to find parking. It's not safe for people to walk blocks to find parking at night.

By Wilson school
Have more parking.
Fix the pavement where cars park by the alley way [sic] entrance
To limit the apartment parking on my street. Resident that own homes can't find parking on street
Require 1 to 2 vehicles be parked onsite/off the street. Limit the amount of vehicles that one property is allowed to park on the street.
Have more parking spots in residential areas and on the streets.
end weekly street sweeping as a revenue generating stream. There isn't a carnival every week so the streets don't need to be swept that often!
let anyone park in residential parking or open up for parking spots.
Have cars that don't move for months because sweeper doesn't pass removed!
I would fix the entire street of pomona ave since there are many accidents we need to add more and effected speed bumps because many cars speed through the street keep in mind there is a school pomona elementary, i can speak from experience my vehicle was involved in an accident while parked out in the street of pomona ave.
Stop building so many homes that there is no parking for
Limit number of cars on street per resident
Designating no parking zones and ticketing people for parking only makes for angry citizens. Limit the number of people living in apartments
Off street commercial vehicle parking
For people not to park so far apart to save parking for their other family members
Only allow cars whom live in the neighborhood
Let anyone park there
Reduce unnecessary no parking zones ( red paint area).
Give more parking to apartment neighborhoods
Create parking space lines on residential streets so the correct amount of vehicles can fit per area
If residential parking doesn't pass, I would support marked parking spaces such as those seen on pch with the parking meters. The reason I bring up designated parking spaces is because sometimes people park in a way that doesn't allow another vehicle to park. This would bring in extra revenue for the city for violators.
1)Require ADU's and big townhouse projects to have more residential and guest parking. 2) Mass transportation system (besides busses, similar to Europe) that would allow people to get around with out [sic] needing a car.
3) Less congested living situations that don't have enough parking for residents and guest.
Require all developments to have sufficient ON SITE [sic] parking! The city permits high density [sic] housing and doesn't require builders to provide enough parking on their own property. It's ridiculous
Enforce it . Never parking in front of my own house . Neighborhood apartment buildings move all their cars over in the late afternoon and then move them again in the morning
I live on Westside CM across from Lions Park. There are multiple houses that own cars that sit on the street and are only moved for street sweeping, a lot of these are recreational vehicles. The house across from me has 6 cars, they only drive 1 of them, so 5 cars are permanently taking up street spots, they do not utilize their driveway. These are 2-3 bedroom houses. 6 cars is ridiculous. My roommates and I constantly battle for parking and never get any near our unit. Permit parking should limit the number of cars per household so garages and driveways are utilized properly, and should monitor how many guest passes per day or week but not limit the amount of time a guest can spend (i.e. 2 hours) guest passes should be 24 hours at a time.
Improve parking for people who work late

Limit how many cars per household allowed to park on street! Don't allow motor homes/campers/sprinters parked on street!
People saving street parking leaving huge gaps
Stop adding density. Too many r-2s, puds [sic] and apartments all over the east side.
Require new buildings to provide as many parking spots as there are bedrooms per unit. (2 bedrooms = 2 designated parking spots). Secondly Vanguard college needs to provide free parking so the students and sport attendees stop taking all of the spots on Vanguard.
Parking permits
More street parking for my guests
Allow me to have residential parking since I live in an apartment
Create parking space lines on residential streets so the correct amount of vehicles can fit per area
Eliminate residential parking except for orange fair grounds [sic] area and paint parking spaces in congested neighborhoods because people love to park in two spaces to save a spot for later but it's really annoying and part of the problem. Some of my neighbors have multiple families and more than 3 cars but they only have one spot on the property so they double park out on the street
Remove residential parking
Limit the number of work related vehicles on residential streets. Our neighbor owns a mobile car wash business and has four work vehicles that take up space on our street plus three personal vehicles. Seven cars for one residence really takes up a lot of street parking since once two vehicles are parked in the driveway and five are on the street.
Make it so people could park in the Un used [sic] parking lots around Costa Mesa behind or in front of shopping centers, sometimes where I live there is no parking at all I risk parking on red
Add the lines on the floor, a lot of people save parking. A lot of space between the cars. So many car portals are being used to store old junk cars.
Remove all red curves except the ones next to a fire hydrant because all fire trucks police and ambulances don't use them they park where ever in an emergency so there shouldn't be as many red curves (unless it conflicts an entrance/exit/fire hydrant)
you could find a parking spot right by the house.
Residents should have priority vs other people that come and dump there cars on our street for days. People that don't live on our street shouldn't be able to park there!!!
Have city and property owners in High dense areas ( where most renters/apartments are located ) collaborate on finding ways to create more parking. Example: Garages should not be solely for storage, tenants in a 2bedroom apartment with 4-5 cars don't have sufficient parking on site; therefore, spill over into other residential neighborhoods as well as violate parking rules. We need better and stricter enforcement. Landlords should find opportunities to create additional carports. Or parking spaces for tenants. Maybe issue grants or other incentives to investors/owners. none of these ideas will be as effective unless we enforce our city ordinances/rules! .
Provide more parking
permit parking
Provide parking stickers
Reduce occupancy of adults in overpopulated low income housing units
Parking permits for Beach st. No more DMV or Apartment tenants parking there. It would be nice for all the Beach st residents to park remotely close to there [sic] home after work.
STOP giving permits to build more condos or apartments complex
Make residents, renters use their GARAGES



Stop allowing DMV Parking on Beach st! Also, all the people living in the apartments across the street on Meyer. Enforce parking permits!
Implement permit parking on our crowded cul-de-sac.
Pay for street parking, like meters
remove some of the red-painted curbs to increase parking availability
May parking permita [sic] because I have seen so many people that park in the neighbor that don't live here and they only come to work their cars.
Limit how many cars were allowed per residence
In this area at night there has been increased burglaries lighting needs improvement, also city needs to turn on the cameras in alley ways [sic]. I would add lighting where there are stop signs because it is difficult to see during the night.
Parking on our street is overcrowded, people park right up next to our driveway making it very dangerous and difficult to pull out without getting hit. You can't see oncoming traffic at all because of the parked cars obstructing our view of the street.
Paint parking spots on street - many people park in such a way they take up way more space than needed, preventing others from parking.
Have the apartment residents stop parking on residential street
Not allow cars to park in front of my house for days at a time.
Limited permitted parking passes per house hold [sic]
Enforce no commercial trucks on residential streets. There are 10s or 20s of landscaping/contractor/worker trucks on our street alone. Takes away from the residential feel of the neighborhood. Also, the apartment complexes need to provide more parking or a solution. It makes me feel uneasy when people park in front of our house and then walk blocks away and leave their car for days in front of our house.
there is not enough parking to support 17 th promenade (grit cycle, mi casa, side car, etc.). patrons take up all the street parking on cabrillo, santa ana, and orange. patrons park in resident's driveways and alleys. there needs to be a parking structure. grit cycle only has enough parking to accommodate 1/3 of their class capacity.
Mark the spaces on the. Street so cars. Don't doble park that way it would be more room for others I get out of work at midnight aaa woman is scary to walk at night a few block away from my home to find a parking 5 days a week .
Not enforce the 72hr limit in a damn pandemic! If we work from home, unemployed, home schooling [sic] and following quarantine rules, it seems ridiculous to have to remember to move your car every 72hrs...then find it's been towed.
Business owners could not park business use vehicles on the street
Add space marking so other residents don't park bad to save parking for their own household.
Fix the parking situation in Santa Ana
Have street permit parking
make more space for parking and get rid of permits or make them more accessible. if i can't park in my townhome parking lot i'm stuck walking 3 blocks to park because permit parking is closest and i can't get one because i don't live on that street.
Demolish obsolete and dilapidated apartments and replace them with properly parked ownership opportunities.
Remove residential parking
Create more of it. I live in an apartment and street parking is difficult for friends and family to find. There's a lot of businesses around here and it would be great for them to allow parking when the businesses are closed.

Make permit renewing available online/ more parking space available in downtown Costa Mesa
Expand parking. Many people come and leave their cars here over night [sic] that are not residents within the area. Also, the surrounding neighbors from a few streets over come and park here and it makes it hard to find parking at night
Paint parking spots so people so not hog up spots
Way too many people who don't live on our street park for extended periods of time (24+) on our street...this had to be monitored and ticketed. There are also too many people on our street renting out back units and not providing parking on the property, so the street is overrun with extra cars. Very very fed up with parking on our street
Paint parking lines on the street.
Red zones at the beginning of the street. When you exit a street you cannot see traffic because cars are blocking the view.
First off there are to many people living in the apartment complexes near or in residential parking areas, therefore the overflow of cars park in the neighborhoods and nearby business parking lots. Make all the streets with houses only, permit parking! Stop letting people register 10 cars to a one bedroom address! Make landlords and management companies accountable so they don't have a ridiculous amount of cars belonging to an area that doesn't have enough parking. Hope this helps!
Expand parking and remove cars parked on the street that take up two parkings [sic]
Have resident parking only on my street from 5:00PM to 8:00AM and, no more than 2 vehicles per household can park on the residential only parking. No service vehicles allowed to park overnight on residential streets. I recently purchased an investment property and improved my property at great expense. My tenants have trouble getting parking for their guests.
Have permit parking
More enforcement of parking rules, such as cars parking in the red curve and in front of fire hydrants. House across the street of 1826 Pomona Ave is split into 3 residences and they have 9 vehicles, that include their work vans that block the views to exit our driveway safely.
Have an extra parking area for overflow with no cost.
Limit the amount of cars a SFR or duplex can have parked on street if they have an existing garage. Garages should be used for cars, not junk storage.
Make more parking!
Have people not park like jerks. Maybe make lines to have people not park like jerks. Ticket people who block driveways. Dont ticket when you are doing alley and street repair since that is a jerk move by the city. Have parking control people ticket other than street sweeping.
Eliminate parallel parking and replace grassy areas and develop new parking .
If cars are parked in the same spot for more than 72 hrs to be moved or ticketed.
Be able to move cars forwards or backwards that way they don't save parking for there [sic] relatives because it's not fair for people to be looking for parking at night just because someone is saving space for someone else. That's the power I would like to have
I would make school parking lots bigger those of us whom live by elementary schools Lack parking due to parents needing to drop Off and pick up their children . Parking at school sites should be an option, rather than residential streets by school
Home owners use garage instead of parking all vehicles on street
Force homeowners to use the garage for parking/not storage. Limit the amount of vehicles per household
Increase parking capacity by 100%.
Eliminate long term parking on street

Reduced multi unit housing construction
Reduce the density of living. There are too many people already and they just keep Building more compacted homes.
Stop the construction of Condos that are over populating cars and therefore street parking.
Let us park at schools or parks
PLEASE HELP DISTRICT 1 I live on Coriander. Commercial [sic] and "extra" vehicles are parked on my street and other "spice" streets for periods exceeding 72 hours regularly [sic]. The alley between Coriander and Caraway is being blocked by vehicles parking head in, in front of garages and blocking the public right of way. Private garages, (mine specifically) are being blocked regularly by unknown cars. Since I park in my garage, this is a HUGE problem. (YES, the police have been called.) There is ZERO parking for disabled people. Visitor parking is non existant [sic] because there are typically several families living in two bedroom [sic] apartments with 4+ cars. There are more vehicles than there is space because very few people use their garages. PLEASE, PLEASE, PLEASE create a parking permit program for our neighborhood. Parking is no longer allowed overnight on Cinnamon because it was a haven for homeless/ tweakers living in cars, vans, and motorhomes, and commercial vehicles being stored. People would also park vehicles for sale on that street as well. Because there are signs, it's regulated, and people get cited, this doesn't happen anymore and it's GREAT!!!! Now PLEASE, help us. I have a detached garage, a disabled mother and am currently on crutches. I have to double park in the middle of the street to unload groceries, etc; PLEASE START CITING PEOPLE WHO PARK ILLEGALLY. Cars park on corners, in red zones, and block the public right of way in alleys every single night! PLEASE HELP US!!! If families can afford to have 4 or 5 cars per apartment, they can afford to pay for a permit to park them!!!
Limit sky rise /condos being built the city is already too crowded
Road marking for parking spaces.
Limit parking to the street you live on! I live off Pomona and center. The 600 block and parking is horrible because we have the senior nursing on our street and all the employees park on our street. We also get people that come leave their cars here and get pick up or ride off on a skateboard. It's absurd!
Get people to park in their own garages and off street spaces instead automatically parking in the street and using garages purely for storage.
Have traffic officer patrol more Joann st/Maple st Ive lived here 44yrs at the same apt and I see a man who doesnt live here park his multiple cars on joann and maple st and he lives on pomona st. Not fair to others and his cars have expired tags. One of his truck parked in front of 2269 maple st. has a mexican plate that has been there for years!!Also to [sic] many cars park in the School bus loading area during morning hours and don't get tickets. I also see a lady in the morning switching cars to go to work. She lives also on pomona st and parks her other car on joann st. My neighbor knows her and she told me about it thats how I know. Just another example on how congested Joann st. because of tenants coming from other streets . Its hard to have permit parking on a street with apt buildings but this is getting ridiculous. Im all for permit parking! I think it works great and streets look cleaner. Thank you for your attention
Make ALL residential areas parking with permit only
My neighborhood regularly has people sleeping in their cars which leads to a lot of people feeling unsafe to be out at nights. More social programs I [sic] address this need for housing would be great.
I would not allow cars to be parked in front of my home that do not move on a regular basis. I have a neighbor who stores their car in front of my home for weeks at a time!

It would be great if parking spots had lines between them to show where cars should be parking. It's really frustrating when cars take up the equivalent of two parking spaces for no reason and create more congestion than necessary.
It would also be really great if there was a public parking yard for work trucks. There are many small business owners that park their business vehicles on residential streets - like a gardening truck, plumbing vehicle, etc. These often take up more than one parking space. Can we create a safe parking yard for people to park their work vehicles overnight? I don't know - maybe this already exists? But it's very frustrating when large work vehicles take up a lot of space.
The only reason I said that I did not support the modernization of the permit system is because of accessibility. I think I'd support it if it's simple to use and is offered in multiple languages. Costa Mesa is a diverse community and it should be easily accessible to all.
Add parking lot spaces to Smallwood Park
Stop building high-rise apartment/condo buildings in residential neighborhoods. That just depleted all the parking spaces.
Require permits
Affordable housing so not so that there aren't so many pp living in a household that is smaller than what spaces there are for parking. ie 3 single adults living in a 2 bdrm w 2 stalls.
Resident only parking should be permitted in neighborhoods with apartments or schools in close proximity. Those establishments should have their own parking zones for their patrons.
I would love to have permits for our street!! Also there should be a limit of how many cars a house can have. For example on our street (Yorkshire at)( between Anaheim and Maple) it's bad!! One house has 4 cars in their gated front house and about 9 cars on the street. It's ridiculous and not far [sic] to the neighbors. As well we compete with the apartments on Maple street. Something needs to be done!!
I would shrink the cars so there were more available parking spaces.
Limit number of cars each apartment can have with permit parking for streets with houses and apartments.
I would make a visit also streets parking permit only
Permit parking on my street
Less red areas
Add permit parking to district 4 and limit the # of guests permits per household
I would make it illegal to park non working [sic] cars on the street.
Remove all the cars that are not driven or moved by owners. Taking up parking space for people that actually move their cars and need parking after work!!! College parking that they made those cars have not been moved since they made those parking spots!!! Please so something about it!!!
Enforce citations for overnight parking of commercial vehicles on residential streets. Enforce citations of vehicles unsafely parked on corners, creating visual obstructions.
No more development
Making sure all residents that live in an apartment use their garage for parking instead of storage. Not so long ago, the city made parking spaces in between Coolidge Ave and Paularino Ave but, you'll see the same cars parked there daily.
Create a public parking lot with security cams everywhere. Parking is allowed if people pay a monthly subscription.
I wish there was parking nearby when street sweeping happens. Its difficult to find parking on the streets in the neighborhood when theyre all being swept the same day

Improve parking by limiting the area where folks can park RVs
Increase the number of parking spaces required for businesses and apartments.
Parking permits. Been trying [sic] to get it on our street for years
Residential parking permit
Get rid of permit parking. 2000 wallace has awful parking and people use the street to park their 100s of work trucks. The side streets are permit parking only and are always empty. Why cant I park there after work until I leave here until I leave the next morning??? Bunch of Karens will call the cops.
Decrease the number of cars using street parking. When all of the street parking is full it's nearly impossible to see oncoming cars when pulling out of my driveway. Combine that with the speeding issue on my street and Ive had several close calls where Ive almost been hit. My neighbor was hit pulling out of her driveway because she couldnt see the oncoming car. Her view was blocked by a truck parked on the street.
Permit parking on our street, its too crowded and our guests can never park
More parking in force for non resident [sic] parking
Make sure occupants or drivers do not exceed available parking. Provide some type of public parking nearby. We have a habitat house built by the city at the end of my cul De sac. [sic].the owner is disliked by most neighbors as he constantly complains.. calls police...he also has 8 cars! That city owned property would have been much better served as a neighborhood parking structure....
Meters perhaps. I hate to say it, but I think it might solve so many issues. I have a neighbor that has over 10 cars. I love my neighbor, but definitely keeps some of my friends from visiting because they can't find parking. Funds generated from meters could go to green painted bike lanes.
Time limit on parking, some leave our car parked for days and move it to the opposite side of street when there is street sweeping. Sea Breeze apartments do not have guest parking on their property. Every apartment complex should provide guest parking. We tried getting a permit street on our street but because half of our block is duplex/triplex/apartments and houses it said it couldn't be done. If unable to provide permit only parking, provide time limits on parking, like no overnight parking unless with valid permit. There needs to be more parking enforcement, people park illegally on the curbs and fail to completely stop at stop signs on the intersection of Pomona/Joann St. Cars park along the curb from Darrell St/Pomona.
Residential parking permit
My street is 99.5 percent multiple dwelling units. Give the residents permits to park. And change street sweeping no park to one side on Tuesdays instead of BOTH sides.
Make more private parking for individual households
Reduce street sweeping to once or twice a month which makes parking hectic. Limited street parking is the small price we pay to live so close to Fairview park and [sic] the beach Btw the previous question did not allow me to erase my choices which gives an erroneous answer to your question regarding residential parking
Allow parking for residents only and stop other non residents [sic] from parking their cars and work vehicles in front of homes that they do not reside in.
Decrease rent so there wouldn't have to be multiple families cramming into a single family [sic] residence and taking multiple parking spots on street. Allow parking in front of your own driveway. Increased patrols in regards to 72 hour parking violations.
Incentivize parking in available garage spaces rather than using them as storage
Eliminate residential parking permit program, it hinders residents more than it helps. Parking communities should also have permits rather than reserved spaces that better flow with the come and go of people to their homes and thus the parking lot. It is so frustrating to see open spaces everywhere yet nowhere to park but that tiny section of street that isn't permitted and is actually

open for public parking. Parking is a huge issue here, and opening things up and thinking more creatively is the answer.
More spots to park, open business lots after-hours even if for paid-parking lots
New buildings (residential and commercial) would include ample parking WITHOUT including street parking. A typical dwelling should have a minimum of one spot per bedroom plus two on the street!
Don't allow all of the residents from apartments a few blocks away to park in our neighborhood and take up our spaces.
Require people to park in their garage or drive way [sic].
Move all sidewalks directly next to the street (not landscaping) so one can use passenger side doors and walk directly to the sidewalks. Sidewalk to Street Parking, not Sidewalk to Landscaping to Street Parking
eliminate residential perking [sic] permits. The streets belong to all residents.
Allow to park on any street - no parking permits
Our street, Vista Baya would have a posted sign for street cleaning and no parking.
Our neighborhood was affected by over occupied apartment complexes. Too many people per unit, thus too many cars.
In San Juan Capistrano they made an effort to determine how many people lived in a unit.
Stop home business from using residential parking for their employees
Find out who left the street names off your map and fire their boss
More options for mobility
Ticket those who park on corners and on alley ways [sic]
Require the employees of business [sic] and churches to park in the business or church lot.
Stop home business from using residential parking for their employees
Have permit parking for CM residents/homeowners near colleges. Vanguard student [sic] have parking on campus but still park on street to save \$2 but no parking for residents.
Make our street parking for residents only
Make people park in their garage
Build 3D and upward. Offer underground park.
Make sure everybody moves their car during street sweeping. Center st has gotten so bad these last few months. Streets are looking dirty. I want my streets to look clean
I would have an officer drive around neighborhood to ticket cars that park from Tuesday, usually after sweeper comes, and don't move their cars til [sic] the following week. Some neighbors have visitors over specially [sic] on Miner, between Joann and Wilson st, they double park on street blocking road for ongoing traffic to move
Eliminate high density residential, eliminate three story residential with no property offsets, and eliminate ADUs. Set a cap on the amount of Sober Living Homes as a percentage of population.
Not allow service trucks parked on residential streets overnight. Example there is a vacuum truck and plumber [sic] vehicle that park on the street outside the residents [sic] house. Either park it on your driveway/in garage or move it elsewhere.
*Mark lines for each car because people only set aside parking, limit of 4 cars per apartment, give a ticket to those who only have unused parked cars because they only move them when the sweeper passes and the garages only use them to live there.

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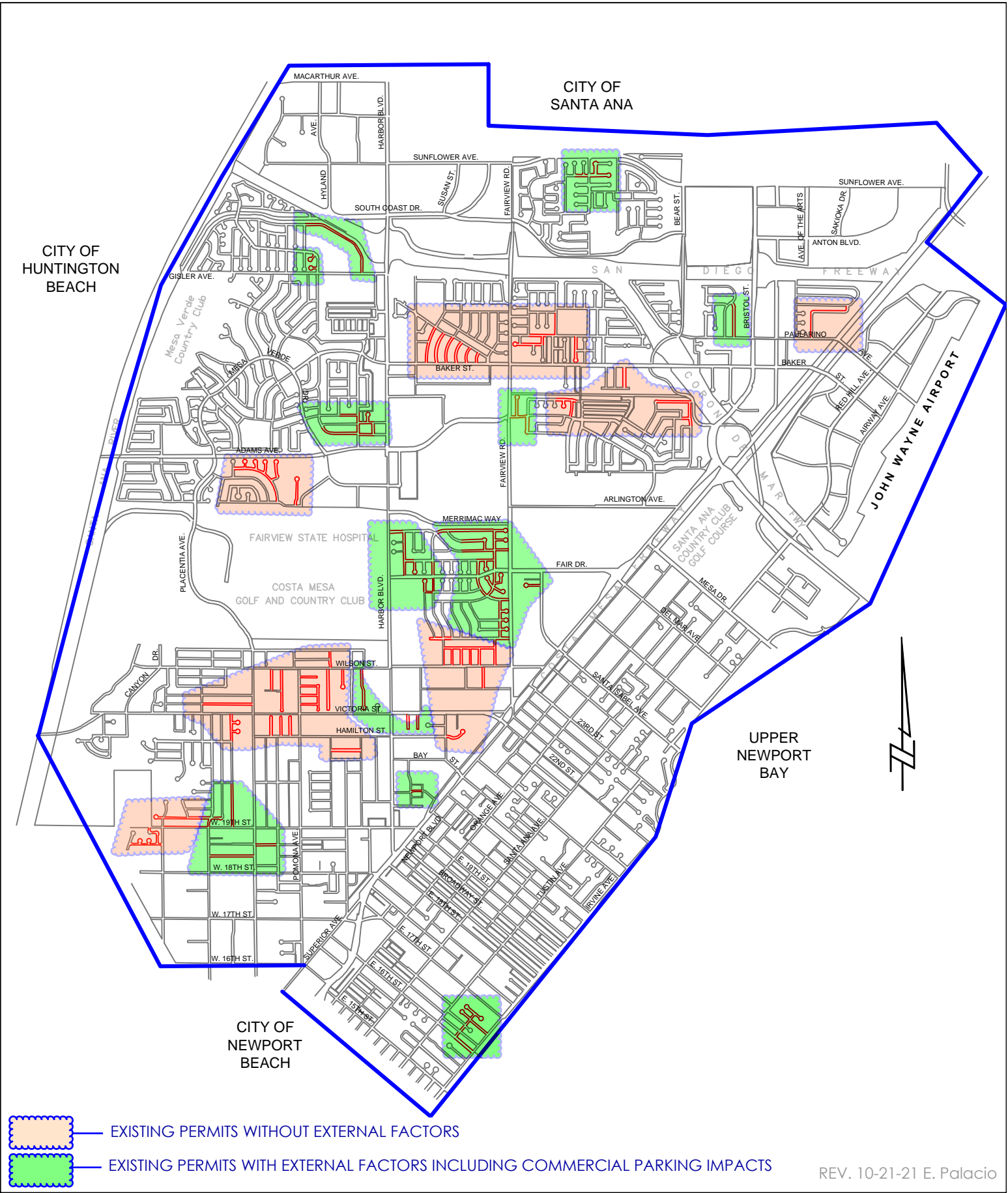
\* Comment was submitted in Spanish, but text was translated to English for review.



*I live behind an alley and I would like them to check the garages because most of them have them full of things and the cars go through them and they do not leave much space for the cars to pass and the garages are supposed to put the cars.
*Make a parking spot in the neighborhood.
*Give tickets to all those who do not move their cars all week
*It would be to limit the parking permit and put caps on the Mayer streets. Pomona. Wallace. please please.
*That everyone was cordial and did not park their vehicles in spaces no more than one car so that someone can use the other space. And another that my neighbors let me into my garage without having to stress because they park in double line. Thank you.
*I would take away all my neighbors Who do not work and set aside incorrectly parked spaces on Wallace Street and Shalimar There is a family That has Like 7 cars and cannot beat them. Why do they bother and that creates conflicts between neighbors? Thank you very much.
*Limit the number of vehicles per department and allow them to park outside your home. Use a crane in case the space is not respected.
*That they stop building large apartment complexes that makes it difficult to find parking
*I would like all people to be able to park their cars on the same street where they live that they do not bring cars to park them on other streets and less large cars from work.

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\* Comment was submitted in Spanish, but text was translated to English for review.



# Citywide Residential Parking Action Plan

City of Costa Mesa, CA

Final Draft V2  
March 8, 2022

City of Costa Mesa

# Citywide Residential Parking Action Plan

Prepared by Dixon Resources Unlimited  
on behalf of the City of Costa Mesa, CA



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# Citywide Residential Parking Action Plan

## Executive Summary

This Citywide Residential Parking Action Plan (PAP) was developed to outline the recommended implementation steps and strategies to optimize the residential permit parking (RPP) program and parking management within Costa Mesa's residential neighborhoods.

Steps should be taken incrementally with ongoing evaluation and community feedback to shape future steps. Therefore, this PAP is meant to be used to highlight important considerations, measures, and best practices to optimize operations, regardless of the approach chosen. The City is encouraged to adjust the implementation approach as needed to design a program that best fits the unique and ever-changing needs of the community.



## What were the study's goals?

1. **Equitable:** Develop equitable programs that appropriately balance the parking needs of all residents, businesses, and visitors, while enabling the on-street parking supply to serve the community fairly and enhance access for all.
2. **Sustainable:** Implement financially sustainable strategies that modernize and streamline parking program management.
3. **Efficient:** Create an efficient and adaptable parking system that is optimized for the City's current needs but can be incrementally adjusted over time.

A priority is to align the RPP program with the 2016 State Attorney General's opinion:

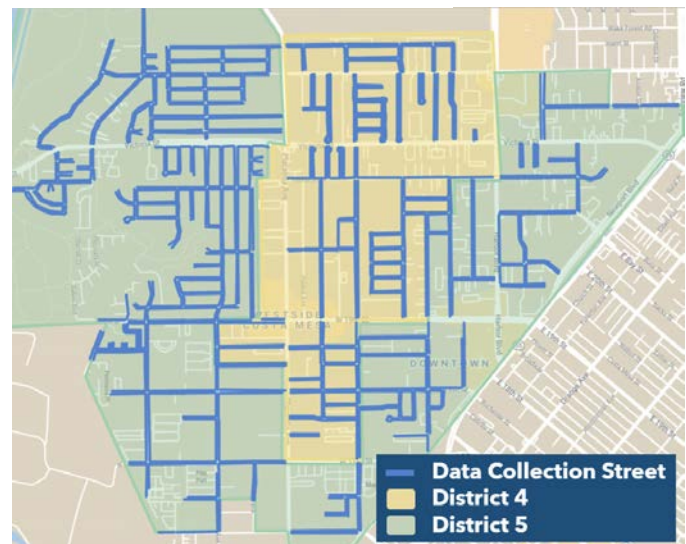
*"In issuing long-term residential parking permits, local authorities may not distinguish among residents based on the type of dwelling in which they live."*

## Importance of Data

The on-street parking data collection effort was conducted in the fall of 2020 within residential areas of City Council Districts 4 and 5. A total of 634 block faces with 10,410 on-street parking spaces were observed. Data collection occurred over two days in October 2020. Weekday data was collected at 8:00am, 12:00pm, 4:00pm, and 8:00pm on Tuesday, October 13, 2020. Weekend data was collected during the same observation timeframes on Saturday, October 17, 2020. The two days were selected to allow for a comparison between weekday and weekend occupancy and turnover rates.

The data collection results suggest that in specific residential neighborhoods, there are external non-residential demand that creates parking impacts. This includes neighborhoods bordering surrounding cities, near commercial areas, schools and recreation facilities.

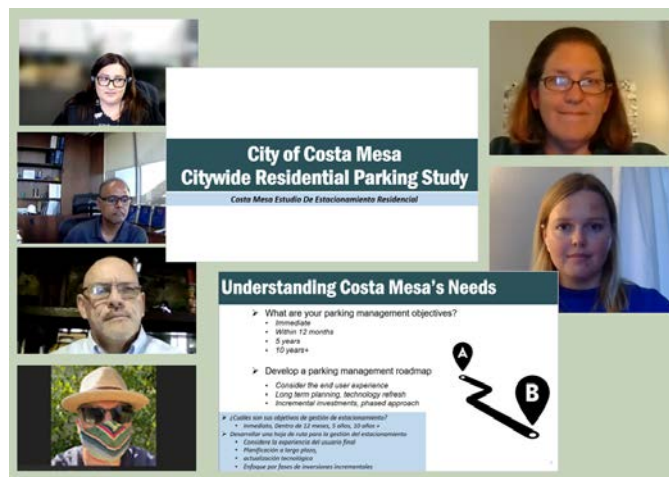
## Data Collection Area



## Community Outreach

The Study included an online Residential Parking Survey that was offered from March 13th to April 18th, 2021. The purpose of the survey was to gather feedback about policies and practices related to residential on-street parking within the City. The survey was available online with English and Spanish language options. There were 356 total responses, and 4 percent of respondents took the survey in Spanish.

The City also hosted two initial community meetings in spring 2021. Due to the shelter in place order, the meetings were conducted virtually through Zoom. An overview of the project was presented, and attendees were invited to provide feedback. Two additional community meetings were hosted in June and September 2021. In June, the results from the on-street data collection and online survey were presented, and in September the draft recommended strategies were presented. Community members in attendance provided constructive feedback. During all four meetings, the presentation slides were offered in both English and Spanish, and a Spanish translator was present. Over 130 residents attended the virtual community meetings.



## Getting Started

Summarized below are some initial steps that the City can take to optimize the RPP program and parking management. Detailed descriptions of each are provided within the Plan:

### RPP Program

In order to design an equitable RPP program, the City should consider **expanding permit eligibility** by no longer differentiating between single-family and multi-family dwellings for establishing new zones. This approach will align the program with the 2016 Attorney General's opinion (#14-304) and enable more drivers to obtain permits. To optimize on-street availability, a **one permit per eligible resident** rule should be considered, by requiring the resident's driver's license number. This would allow households with multiple drivers to obtain enough permits. The City should also implement an **escalating rate structure**. The proposed rate structure is \$25.00 for the first permit, with a premium of \$25.00 for each additional permit (\$25 for the first permit, \$50 for the second permit, and \$75 for the third permit). This would encourage residents to park on their property if they're able to, and it will also generate revenue to support the ongoing operating costs.

### Automation

The City should leverage an **automated permit management system** for the RPP program. Additionally, the use of **license plate recognition** (LPR) technology will significantly improve enforcement efficiency and coverage by automating enforcement processes. Instead of verifying that each vehicle has a valid physical permit displayed, the LPR system can automate the process by using the license plate number as the permit identifier. Even with these efficiencies, the City should allocate **additional parking enforcement staff**, especially if the RPP program is expanded.

### Marketing

To successfully implement program updates, the City should ensure that policy information is easy to understand and readily accessible. A **parking program landing page** on the City website could be utilized as one-stop-shop for parking information, including how to apply for new RPP zones and frequently asked questions. The City could also design and incorporate a **parking and mobility brand** that is easily recognizable and leveraged on all program materials.

### Data Collection

Strategic investments in parking technology, such as LPR, are recommended since they can also be leveraged for ongoing data collection without spending extra funds on traditional parking studies. **Ongoing evaluation of the RPP program** should consider whether a block continues to need the current permit restrictions, or if the restrictions can be adjusted or eliminated.

Questions or comments? Please visit [costamesaca.gov/parking](https://costamesaca.gov/parking)





# 1

## Residential Parking Study

Dixon Resources Unlimited (DIXON) was retained by the City of Costa Mesa (City) to conduct a Citywide Residential Parking Study (Study). The Study included a review of existing conditions, current parking policies, 634 block faces of data collection, and community outreach. The Study has resulted in this Citywide Residential Parking Action Plan (Plan) that provides recommendations for updated parking program policies, procedures, and implementation strategies.

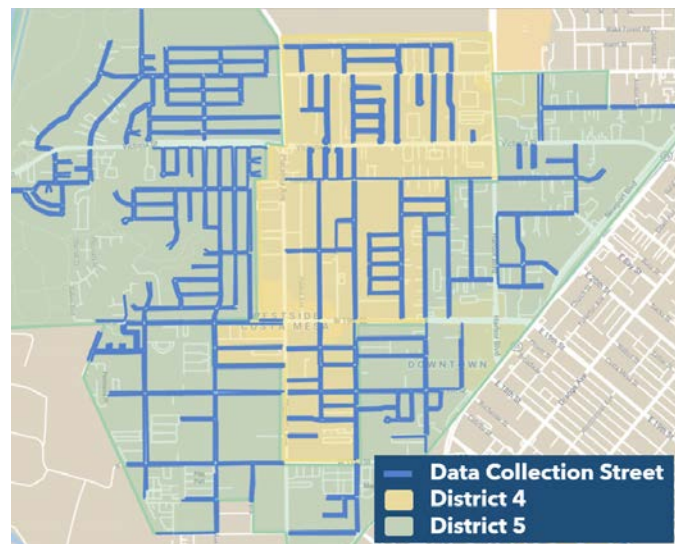
### Data Collection

The on-street parking data collection effort was conducted in the fall of 2020 within residential areas of City Council Districts 4 and 5. The study area included 634 block faces, with a total on-street parking inventory of 10,410 spaces.

Data collection occurred over two days in October 2020. Data was collected at 8:00am, 12:00pm, 4:00pm, and 8:00pm on Tuesday, October 13, 2020. Weekend data was collected during the same timeframes on Saturday, October 17, 2020. The two days were selected to allow for a comparison between weekday and weekend occupancy and turnover rates.

The data collection dates were determined with involvement from the City. Due to COVID-19 and the shelter in place order, the data may not reflect the exact parking habits of pre-pandemic times. While pre-pandemic conditions are uncertain, it is estimated that the daytime parking occupancy and average stay duration were higher than typical times due to an increase in remote work resulting from workplace closures. However, at this stage in the pandemic, schools had reopened and welcomed students on campus for in-person learning. The Newport-Mesa Unified School District in Costa Mesa divided students into AM/PM cohorts for half-day in-person instruction on Monday, Tuesday, Thursday, and Friday. It is also unknown exactly how parking and mobility trends will change moving forward due to the lasting impacts of the pandemic. The data collection results are included in Appendix A.

*Figure 1. Data Collection Map*



### Community Outreach

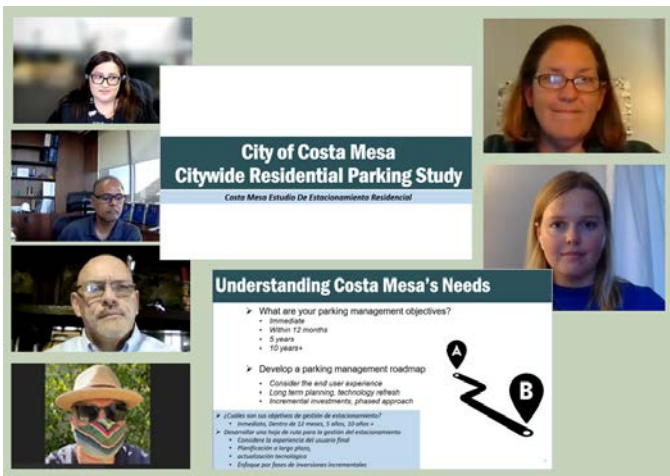
The Study included an online Residential Parking Survey from March 13 to April 18, 2021. The purpose of the survey was to gather feedback about policies and practices related to residential on-street parking within the City. The survey was available online with English and Spanish language options. There were 356 total responses, and 4 percent of respondents took the survey in Spanish. The online survey results are included in Appendix B.

The City hosted two initial community meetings in spring 2021. Due to the shelter in place order, the meetings were conducted virtually through Zoom. In the meetings, DIXON presented an overview of the project and invited feedback from the attendees.

Two additional community meetings were held in June and September 2021. In June, the results from the data collection and online survey were presented, and attendees provided additional feedback related to residential parking. In September, the draft recommended strategies were presented, and the community members in attendance provided their feedback.

During all four meetings, the presentation slides were offered in both English and Spanish, and a Spanish translator was present. Over 130 residents attended the virtual community meetings.

**Figure 2. Virtual Community Meeting**



## Permit Program Background

The residential permit parking (RPP) program was established in 1984, primarily as a response to parking impacts from Pacific Amphitheater and Orange County Fairgrounds. Since the early 1990s, the RPP program has evolved to include residential areas where older neighborhoods, originally designed for lower parking demand, are experiencing increased parking demand from new housing developments that provide minimal parking (such as accessory dwelling units) and limited parking within multi-family developments.

In 2016, the most recent RPP Program Guidelines (Guidelines) were approved. These Guidelines establish that the purpose of the Residential Permit Parking Program is specifically to safeguard residential access and mitigate parking impacts from nearby businesses or entertainment activities. The Guidelines also state that RPP restrictions are only

appropriate when other methods of parking control have failed.

The Guidelines require a petition to be signed by 51 percent or more households in support of implementing a new residential permit parking restriction. When a street is evaluated for a new residential permit parking restriction, an occupancy study is conducted and must find that parking utilization is over 70 percent at any time.

Once a residential permit parking restriction is implemented, eligible households can visit the Transportation Division located on the 4th floor of City Hall (77 Fair Drive, Costa Mesa, 92626) to apply for a permit. Eligible households include single-family or multi-family dwellings located in an R1 single-family residential district on permit streets or single-family households within 250 feet of permit streets. Applicants need to provide registration for the vehicle at the address where they are seeking a permit, and proof of residency (driver's license, insurance, utility bill, etc.). Eligible households can receive up to three permits per household, and 100 guest permits per household each year.

Residents receive physical parking permits, which hang from the vehicle's rearview mirror or are displayed on the vehicle's dashboard. The City does not charge any fee for parking permits; however, there are costs associated with operating the program such as staff time, enforcement resources, and establishing a permit parking area.

There are 2,152 homes on streets designated with residential permit parking made up of both single-family and multi-family properties. Of those homes, 1,426 (66 percent) have been issued residential parking permits. An average of 2.3 permits have been issued to homes totaling 3,257 permits issued in the City.

# 2

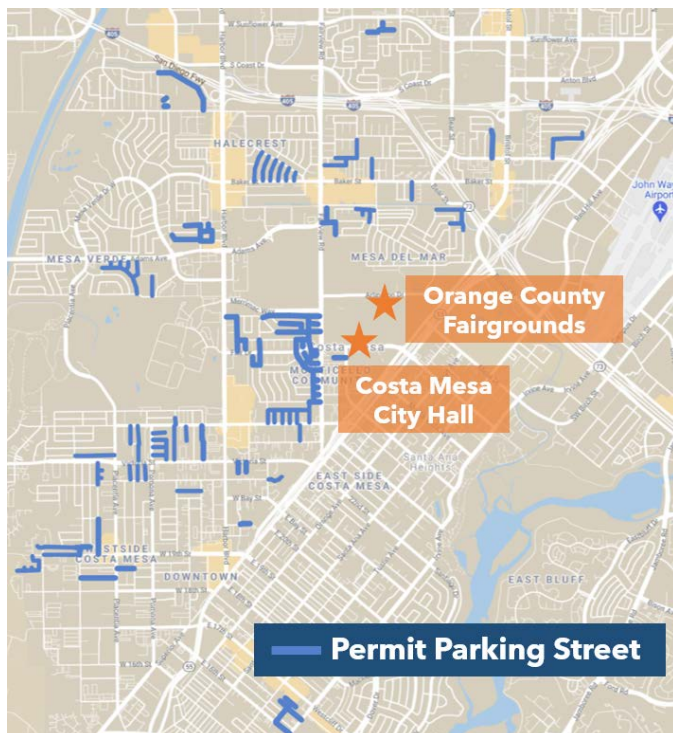
## Residential Parking Action Plan

### Context

Various residential neighborhoods throughout the City experience on-street parking congestion resulting from an increase in housing density and external parking demand.

Currently, there are 2,152 homes on streets designated with residential permit parking. RPP parking zones have been established in response to spillover parking impacts from adjacent commercial areas and multi-family housing developments.

Figure 3. Permit Streets



This Parking Action Plan (PAP) identifies policies, procedures, and strategies necessary to address the City's current and future residential parking needs. The City is encouraged to adjust the implementation approach as needed to best fit the ever-changing needs of the community.

### Guiding Principles

The following parking management guiding principles are established by this PAP:

1. **Equitable:** Develop equitable programs that appropriately balance the parking needs of all residents, businesses, and visitors, while enabling the on-street parking supply to serve the community fairly and enhance access for all.
2. **Sustainable:** Implement financially sustainable strategies that modernize and streamline parking program management.
3. **Efficient:** Create an efficient and adaptable parking system that is optimized for the City's current needs but can be incrementally adjusted over time.

A priority objective of this PAP is to align the RPP program with the 2016 California Attorney General's opinion (#14-304) and develop an equitable solution that serves the needs of all Costa Mesa residents. **The Attorney General's opinion states, "In issuing long-term residential parking permits, local authorities may not distinguish among residents based on the type of dwelling in which they live".**

### PAP Structure

This PAP is meant to highlight important considerations, measures, and best practices to optimize operations.

This PAP is organized into three chapters:

**Chapter 3** evaluates overarching options for the RPP program identified by the Study.

**Chapter 4** presents the recommendations, organized into near-term, mid-term, and long-term timeframes.

**Chapter 5** concludes the report with a Comprehensive Implementation Guide.



# 3 Program Options


The Study identified four overarching options that broadly address the size and scope of the RPP program. The City must start by considering these options since they will fundamentally influence the City's next steps. The following table provides an overview of the options along with their associated recommendation.

Since the fourth option, *Implement revised RPP Program Guidelines*, is recommended, the PAP recommendations provided next in Chapter 4 specifically define the associated operational and policy requirements to support that approach. If after evaluating these options the City decides to move forward in a different way, the implementation approach will need to be adjusted accordingly.

Figure 4. RPP Program Options

Strategies	Analysis	Recommendation
<b>Option 1: No change to the RPP Program</b>	<p>Option 1 is not recommended. No change to the Residential Permit Parking Program would conflict with the City's stated goal of ensuring that the program meets the intent of the recent Attorney General's opinion (#14-304), which stated:</p> <p><i>"In issuing long-term residential parking permits, local authorities may not distinguish among residents based on the type of dwelling in which they live."</i></p> <p>Without change, the City may continue to experience challenges with spillover parking into areas surrounding RPP restrictions. Streets designated with RPP policies were found to be much less utilized than neighboring streets with an uneven distribution of parking demand.</p>	<p><b>X</b> <b>Not Recommended</b></p>
<b>Option 2: Eliminate the RPP Program</b>	<p>Option 2 is not recommended at this time. During COVID-19 and the shelter in place orders, the City suspended enforcement of the permit parking restrictions and all vehicles were allowed to park on-street in the residential areas. This enforcement suspension provided a preview of what elimination of the RPP program may look like. The recent data collection results revealed that while some zones currently do not have significant parking congestion, others do experience high parking occupancy rates, suggesting that the permit program should not be eliminated at this time.</p> <p>The City should continue to evaluate the elimination of the RPP program as a potential option. In the future, it is possible that the program may not be effective or needed. For example, there could be transit and mobility enhancements introduced that decrease parking demand over time.</p>	<p><b>X</b> <b>Not recommended at this time. Consider for future evaluation.</b></p>
<b>Option 3: Implement a Citywide RPP Program</b>	<p>Option 3 is not recommended at this time. By revising the RPP program Citywide, the City would be applying a "one size fits all" solution to a challenge that is more nuanced. It is important to consider that each neighborhood has its unique challenges, including housing density; the number of vehicles owned by residents; options for alternative parking; and</p>	<p><b>X</b> <b>Not recommended at this time.</b></p>



	<p>proximity to commercial corridors, educational institutions, employment centers, and transit.</p> <p>Additionally, there would be significant costs to implement and enforce an RPP program Citywide, and the requirement to obtain permits could be burdensome for residents and their guests. The data collection showed that while some areas of Costa Mesa do experience high parking occupancy, there are many neighborhoods where on-street parking demand is relatively low throughout the day. In these areas, a permit program would be inconvenient and unnecessary for residents.</p>	
<p><b>Option 4: Implement revised RPP Program Guidelines</b></p>	<p>Option 4 is the recommended action at this time. The data collection results suggest that in specific residential neighborhoods, there is external non-residential demand that creates parking impacts. This includes neighborhoods boarding surrounding cities, near commercial areas, or close to schools and recreation facilities.</p> <p>The RPP program is a powerful tool for the City to manage parking demand impacts. However, in order to create a more equitable, adaptable, and efficient program that is aligned with the City's goals, several transformative adjustments are recommended throughout this PAP.</p>	<p> <b>Recommended strategy</b></p>

# 4 Recommendations

The following recommendations take into consideration the data collection results, community feedback, and industry best practices. Each recommendation is organized by phase with implementation steps and suggested follow-up actions or considerations.

These recommendations are meant to address the current and long-term residential parking and mobility challenges within the City of Costa Mesa. Implementing the initial phase of the PAP recommendations will provide immediate parking management benefits and establish the basis for future improvements. Recommended timing is meant to be realistic and achievable.

Recommendations are organized within estimated near-term (1-2 years), mid-term (3-5 years), and long-term (6+ years) timeframes. However, actual timing will be dependent on City Council prioritization, stakeholder feedback, funding availability, and the ongoing evaluation of initial implementation steps. The City is encouraged to adjust the implementation approach as needed in response to evolving needs and priorities.

## Near-term

**Figure 5. Near-term Recommendations - Goals Supported**

Recommendations		Equitable	Sustainable	Efficient
1	Revise RPP program eligibility.	✓	✓	✓
2	Establish right-sized permit zones.	✓	✓	✓
3	Revise RPP petitioning and occupancy study guidelines.	✓	✓	✓
4	Revise RPP permit policies.	✓	✓	✓
5	Consider permit-exempt time limits.	✓	✓	✓
6	Introduce permit fee and escalating rate structure.	✓	✓	✓
7	Implement an automated permit management system (PMS).	✓	✓	✓
8	Implement mobile license plate recognition (LPR) cameras.	✓	✓	✓
9	Activate new permit parking zones.	✓	✓	✓
10	Consider future adjustments to enforcement staffing.	✓	✓	✓
11	Enhance program branding and marketing.	✓	✓	✓
12	Develop permanent parklet and on-street dining policies.	✓	✓	✓

## Recommendation 1: Revise RPP program eligibility.

The original intent of the RPP program was specifically to address the spillover parking impacts of the Pacific Amphitheater and Orange County Fairgrounds. Now, rather than being exclusively about *external* parking demand, the permit program has been applied to try and solve the challenge of growing parking demand *within* residential areas that are experiencing an increase in housing and resident density. In an attempt to safeguard on-street parking availability, certain residents have been excluded from the program altogether, regardless of whether they rely upon public on-street parking. The current RPP program is not a realistic parking management solution, and it does not equitably meet the needs of the community as a whole.

Currently, only those households within R1 single-family residential districts or single-family households within 250 feet of permit streets are eligible for permits. Meanwhile, other residents within apartments and condominiums do not have the same opportunity to apply for and participate in an RPP program. A priority goal of this PAP is to align the RPP program with the 2016 California Attorney General's opinion (#14-304) and develop an equitable solution that serves the needs of all Costa Mesa residents. The Attorney General's opinion states, "In issuing long-term residential parking permits, local authorities may not distinguish among residents based on the type of dwelling in which they live". Therefore, the City should no longer allow the program to be used to safeguard on-street parking exclusively for single-family neighborhoods.

### Revise Eligibility

The data collection results revealed that on-street parking was frequently underutilized within most RPP zones. These empty parking spaces are essentially removed from the overall parking supply available to nearby residents that live within multi-family developments. This exacerbates the issue of parking availability, and it means that nearby residents must search longer and farther to find public parking. The goal is not to fill all on-street spaces, but to provide an opportunity to revise permit eligibility for residents of all housing types. The utilization of on-street parking should be optimized, while still maintaining sufficient on-street parking availability so that parking is convenient and easy to find for residents and their guests.

### Clarify the Intent of the Program

It is recommended that the City clarify the intent of the RPP program to address the core root of the parking impacts the program was originally intended to solve. The City should only consider introducing RPP zones in neighborhoods experiencing *external* parking demand (not from other local residents). The intent of the program should simply be to safeguard access for Costa Mesa residents and their guests. External parking demand includes impacts from commercial areas, neighboring cities, the Orange County Fairgrounds, schools, and recreational facilities.

In order to align with the California Attorney General's opinion (#14-304), all City residents should be eligible to participate in the application process for new zones. This means all residential zoning districts (including R1, R2-MD, R2-HD, and R3) should be eligible for an RPP zone (assuming the other requirements for the application, petition, and evaluation are also met).

## Recommendation 2: Establish right-sized permit zones.

Under the current program guidelines, the City evaluates RPP program applications on a street-by-street basis, or in segments with a minimum of 25 contiguous households. Rather than a piecemeal approach, the City should expand the minimum size requirement to leverage a *neighborhood* permit zone system that will avoid pushing the parking issues from one block to the next. This means that the City should only consider adding a new RPP zone with a collection of streets that amount to a "neighborhood permit zone". Single blocks that are immediately adjacent to an existing RPP zone could still be added to the existing zone.

### Surround the Problem Area

A larger minimum RPP zone size should be utilized to improve the effectiveness of the policies. Rather than establishing permit parking restrictions on an individual street or portions of streets, the City should only consider

implementing new restrictions to a collection of streets. The inclusion of multiple blocks will help avoid pushing parking congestion to adjacent streets by fully surrounding the most heavily impacted area. The goal should be to cover an entire neighborhood or subarea, including both single and multi-family homes, and generally provide residents parking opportunities within a reasonable walking distance.

### Establish Size Requirements

When initiating a neighborhood petition for a new permit zone, residents should consult with City staff regarding the minimum number of streets or blocks to be included. In most cases, a minimum of 2,000 feet (both sides of the street included) rounded to the end of the next street should be considered to establish a new standalone RPP zone. This is approximately the length of four blocks. This approach aligns with the City's existing Guidelines that state, *"the creation of an isolated resident only permit parking "island" unrelated to surrounding land use or current parking conditions will not be allowed"*.

This approach is recommended since smaller zones likely do not provide enough coverage to effectively address the parking impacts. This requirement would not apply to applicants attempting to join an existing neighboring permit zone.

### Permit Zone Numbering

Currently, the City is divided into six permit "zones" that encompass the entire City, and most of these six permit "zones" have multiple disconnected clusters of RPP streets (see Figure 6). Currently, a permit is valid on any RPP street within that entire zone.

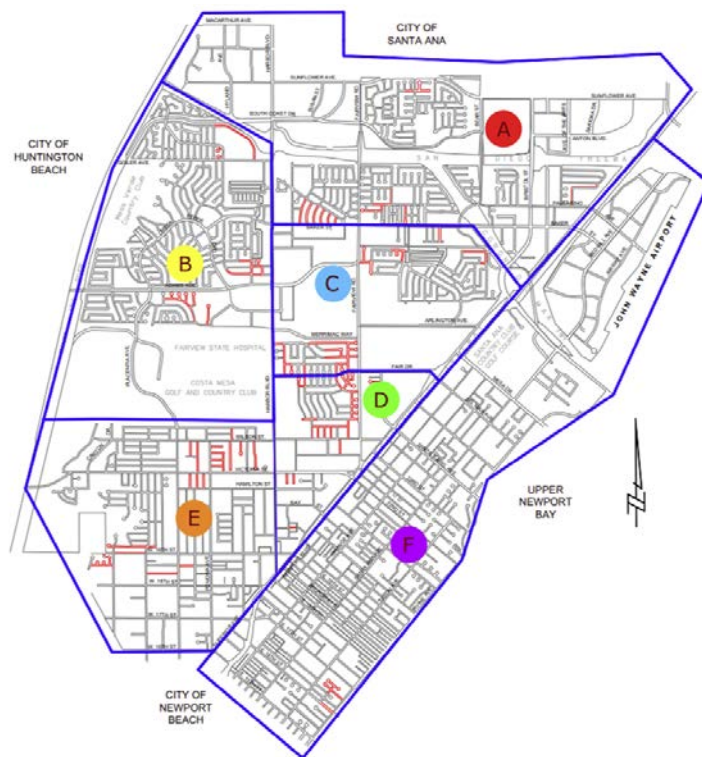
To introduce the recommended neighborhood permit zone approach, the City should adopt a new zone numbering or lettering system to replace the six oversized "zones". Instead, the City should assign a unique zone number or letter to each individual neighborhood parking zone. The oversized "zones" that encompass multiple clusters of permit streets currently allow permit holders to leverage RPP streets outside of their immediate neighborhood. Since the recommendation is to only establish RPP zones in areas experiencing external demand, this naturally means some RPP zones will be conveniently located near commercial areas. To make sure that parking is safeguarded for those that reside adjacent to these commercial areas or destinations, the permits from other neighborhood permit zones should not be valid. Otherwise, this could result in excess parking demand in certain neighborhoods, which reduces the effectiveness of the RPP program.

Additionally, each neighborhood permit zone may have unique needs, so parking policies could differ between neighborhood permit zones. For example, operating hours could differ in zones that experience external parking demand primarily during the day versus in the evening. Therefore, each RPP zone should have a unique zone number or letter so the policies can be specifically applied on a neighborhood-by-neighborhood basis. This will allow permit holders to understand zone boundaries and associated rules, and it will allow the City to effectively enforce the program.

### Recommendation 3: Revise RPP petitioning and occupancy study guidelines.

The City should continue to require a petition for new permit zones. In order to implement a new permit parking restriction, the current program requires a resident petition to be signed by 51 percent or more households in

Figure 6. Current Permit Zone Map



support of implementing the restriction. The City should continue to utilize the 51 percent threshold as it is similar to the petitioning processes of nearby Southern California cities, as shown in Figure 7 below.

**Figure 7. Petitioning Process Analysis**

City	Current Petitioning Process
Costa Mesa	51% sign petition; City survey; 70%+ on-street parking utilization
Anaheim	51% sign petition; 75% vote yes per street segment - \$500 fee
Brea	All households eligible
Fullerton	65% of residents; staff approval
Huntington Beach	20% of residents or 25 households; City approval
Irvine	Initiated by Director of Public Works or request by homeowner's association + parking study
Lake Forest	67% of property owners; 30 or more single-family detached homes must be affected
Orange	75% sign petition; 75% occupation during City review - \$2,500 fee
Placentia	Undefined
Rancho Santa Margarita	N/A
Santa Ana	66% of residential lots sign petition; director approval
Seal Beach	In areas designated by municipal code; primarily Old Town
Stanton	51% sign petition; City survey; 75% or more supporting signatures - \$660 fee
Tustin	60% or more

### Clarify the Petition Rules for Multi-family Properties

In rental complexes, the residents, property managers, and property owners should all be allowed to participate in the petition survey. If the units in a multi-family property are individually owned, each owner would have the opportunity to vote.

### Optimize Occupancy Studies

The petition is currently followed by a parking occupancy study to evaluate whether permit restrictions are needed. Rather than collecting the data manually, the City will have the opportunity to leverage the same parking management technology recommended for parking enforcement for data collection purposes; License Plate Recognition (LPR) cameras are recommended for parking enforcement to optimize operations and conduct the evaluations (see recommendation #8). This technology will be a cost-effective option for data collection and will improve coverage and efficiency. Both the data collected during site assessments, as well as during regular enforcement routes, can be used to monitor on-street parking occupancy of a proposed zone.

It is also important to consider when the occupancy studies are conducted. Currently, the occupancy studies are typically conducted between the hours of 10:00 pm and 2:00 am. These overnight hours may not capture the time periods when external parking demand is at its peak. Since it is recommended that new RPP zones only be established in response to external parking demand (see recommendation #1), the City should collect data during the heaviest impacted days and times. The use of LPR will provide historical data from regular enforcement coverage that can be leveraged, and it will be more efficient to collect samplings of data using LPR for the purpose of the occupancy studies.

The City should continue to require a parking occupancy threshold of 70 percent for evaluating whether to establish a new RPP zone. Once parking reaches 70 percent occupied within a neighborhood, it may become challenging for residents to find convenient on-street parking, which can justify the need for permit restrictions. The 70 percent occupancy should be used as a measure to determine the appropriate boundaries and operating times for the new permit zone.



Currently, the occupancy studies consider each street on an individual basis. When establishing neighborhood permit zones with multiple blocks (see recommendation #2), not every street should be required to reach the 70 percent occupancy threshold individually to be included within the zone. Instead, the City should evaluate the collection of blocks to determine if the proposed boundaries are right-sized to address the impacts.

For a street to join an existing permit zone, the street should follow the existing process that evaluates the applicable street individually. The residents should continue to provide a petition with support from 51 percent of residents on that street, and an occupancy study should show that parking occupancy is over 70 percent.

### **Removing a Zone**

In order to remove a residential parking restriction including those established with the revised RPP program, residents should continue to be required to follow the existing petitioning process and 51 percent of residents should support removing the restriction for it to be considered. No parking occupancy study is needed, but notification should be given to any surrounding permit zone residents. In deciding to remove permit parking from a single street, staff should carefully take into consideration the surrounding area and permit zone. A street where the majority of surrounding streets (50 percent or more) are included in the permit zone should not be considered for removal because of the spillover parking risk.

### **Evaluating Future Adjustments**

A separate parking occupancy threshold should be established to evaluate future policy changes within RPP zones once they have already been established. The City can leverage the LPR data collected during regular parking enforcement (see recommendation #8) for ongoing monitoring of program effectiveness.

The parking industry standard for the target parking occupancy rate is 85 percent. At this rate, there are enough vacant parking spaces to minimize congestion from drivers searching for spaces. The City should use the 85 percent rate as a high threshold for when to consider program adjustments in existing zones. If an established permit zone is found to regularly reach or exceed 85 percent occupancy, this could indicate the need for policy adjustments (see recommendation #13). For instance, the zone may benefit from a cap on the number of permits allowed per household or adjustments to the operating times.

## **Recommendation 4: Revise RPP permit policies.**

In order to implement many of the following permit policy recommendations, the City will need to invest in new technology to manage the RPP program. It is recommended that the City procure a permit management system (PMS) as well as LPR systems (see recommendations #7 and #8). These systems will streamline the management and enforcement of the RPP program. Additionally, to ensure the program is financially sustainable, the City should implement a fee to purchase an annual resident parking permit (see recommendation #6). These fees should aim to make the RPP program cost-neutral, covering only the administrative costs necessary for the City to efficiently manage and enforce the program.

### **Leverage Technology**

The new RPP program should be designed to incentivize compliance and minimize exposure to potential permit abuse. Permits should continue to be non-transferable and strictly associated with the vehicle's license plate number. This will allow the City to leverage a PMS for online applications and transition to virtually managed permits, where the vehicle's license plate is the permit identifier. Since the City should begin charging for permits (recommendation #6), the City could consider allowing a permit to be transferred to a different vehicle only when a new vehicle is purchased and the vehicle sold had an active permit associated.

### **Prevent Oversized Vehicles**

Oversized vehicles, as defined by the Costa Mesa Municipal Code, should not be eligible to receive parking permits through the RPP program because there are separate considerations related to roadway access with oversized vehicles. However, smaller commercial vehicles and work trucks would still be eligible for RPP permits, assuming they meet all other permit program requirements. Residents with oversized vehicles should be responsible for identifying alternate off-street storage locations, rather than rely on public street parking (see



recommendation #9). There could be an opportunity to leverage certain privately owned surface lots for oversize vehicle parking through shared parking agreements (see recommendation #15).

### **Redefine Permit Allocations**

The City should limit permits to one permit per eligible resident. Each resident should be required to provide their driver's license number when applying for their permit, so the City can ensure that each driver receives only one permit. With the growing number of people living in each household, there are more vehicles needed to support those additional residents. Although the City has made great efforts to enhance access to active transportation and encourage less reliance on personal vehicles., many Costa Mesa residents continue to be reliant on their cars to get to and from work, childcare, and other essential needs. Residents who need to live with multiple roommates or in multi-generational households, should not be penalized for doing so. This being said, the City still needs to manage on-street parking demand. Limiting permits to one per eligible resident simultaneously reduces excess parking demand and provides an equitable solution for residents who are not able to give up their vehicles.

Similar driver's license requirements are in place in the City of Cerritos and the City of San Mateo. San Mateo requires a current Department of Motor Vehicles (DMV) driver's license for each resident requesting a permit. The Cerritos permit program requires that residents use all the parking available on their property prior to applying for an on-street permit. The household can then receive one additional permit for each resident with a driver's license. The address listed on a driver's license and vehicle registration must match the residential address listed on the annual parking permit application.

This type of approach is an opportunity for the City to better manage on-street parking demand. This also addresses the "my neighbor has too many cars" concern, a commonly expressed theme from the community meetings and the online survey. Because a person can only physically drive one vehicle at a time, this program strategy only limits residents who choose to own extra vehicles. These residents would not be eligible for additional permits and therefore would be incentivized to use any on-site parking available to them rather than rely on public on-street parking for storing their extra vehicle(s).

### **Re-evaluate Permit Maximums**

By limiting permits to one permit per eligible resident, the City can consider removing the three permits per household maximum that is currently in place. Once permits are limited to one per eligible driver, the number of permits per household will already be limited to how many drivers are living in the household. This will align permit allocations with the actual need, rather than a one-size-fits-all maximum, and ensure permits are only used by those who need a permit for their vehicle. Additionally, implementing a permit fee and the recommended escalating rate model (see recommendation #6) will encourage larger households to utilize any parking available to them off-street. The permit fee and escalating rate model can be increased if needed to encourage the use of off-street parking.

As mentioned in recommendation #3, the City should use the 85 percent rate as a high threshold for when to consider program adjustments. If the permit maximum is removed, but on-street occupancy is found to remain high in a permit zone, a per household maximum may ultimately be needed in order to safeguard on-street availability. Before doing so, it would be helpful to identify alternative off-street parking and alternative transportation options to address the needs of households with more drivers than the permit maximum.

### **Encourage Cooperation**

The City should consider requiring residents to sign "good neighbor policies" when applying for a parking permit. These good neighbor policies could help guide neighborhood ethos, promote friendly and cooperative interactions, and soothe residential "parking wars". For example, the City of Anaheim has "good neighbor policies" that include:

- "Off-street, on-site parking supply shall be used efficiently for parking. Examples of non-efficient use include not utilizing garage space(s) and driveways for parking."
- "Permit parkers shall be considerate of noise and comply with applicable city noise ordinances."

- “Permit parkers shall not move solid waste containers in a manner that precludes collection of solid waste, obstructs driveways or other rights of way, or otherwise interferes with vehicular traffic in order to park on a street or portion thereof designated as permit parking only.”

Residents can be required to acknowledge these policies when applying for a permit. While these policies are difficult to enforce, they provide a valuable opportunity to remind residents that public streets are to be used by all residents and encourage them to be courteous and mindful of nearby residents. If a permit holder is found to violate these policies, they can lose the privilege to participate in the RPP program.

### **Criteria-specific Hours of Operation**

The existing permit parking restriction is uniformly applied 24 hours daily. For neighborhoods impacted by external parking demand, such as schools, entertainment venues, or shopping centers, parking may only be impacted during certain times of day and days of the week. With a neighborhood zone-based system, the City could consider the benefit of focusing restricted operating times based upon demand and occupancy peaks in neighborhoods impacted by external demand. One location to consider is the area surrounding the Orange County Fair & Event Center, as this permit zone is focused specifically on mitigating event parking demand. Since events do not occur consistently year-round, it does not necessarily make sense to apply the permit parking restriction year-round. There are other parking demand generators that only occur during certain periods. For example, if one neighborhood sees an increase in daytime parking from a nearby high school, permit operating hours could be during school hours only such as Monday-Friday 8:00 am - 3:00 pm.

These adjustments should be considered on a case-by-case basis in neighborhoods impacted by external demand. The City should be careful to not introduce a complicated range of operating times and policies that become difficult to communicate or enforce. If introduced, this strategy would need to be combined with focused enforcement. If a permit parking restriction is limited to a specific time period, the City would need to allocate staffing resources to enforce the RPP program specifically during that period.

## **Recommendation 5: Consider permit-exempt time limits.**

The City could consider implementing permit-exempt time-limited parking on specific blocks **immediately between** residential and commercial areas to provide a buffer between the commercial area and the residential neighborhood. The use of a 1 or 2-hour time limit will discourage employees from storing their vehicles all day on-street, while still allowing for short visits by guests of residents and patrons of the businesses. A 1 or 2-hour time limit should be considered in these scenarios. Any longer than 2 hours can be difficult to enforce and may lead to employees shuffling or moving their cars during their breaks.

### **Evaluate Alternatives**

Before introducing a time limit or an RPP restriction in a neighborhood bordering a commercial area, it is important to evaluate whether there are other reasonable alternative parking and mobility options for employees. The key is identifying a balanced approach that will support the needs of all users.

### **Define the Policies**

As mentioned, this strategy would exempt permit holders from the time limits. A permit-exempt time limit allows residents and guests with a valid permit to park on the street longer than the posted time limit. Others may park on these streets without a permit as long as they obey the posted time limit. The time limit helps create turnover so that parking remains easy to find. These time limit exemption permits should follow the same administrative policies as the RPP program. This includes rules for assigning permits, guest passes, and permit fees.

### **Allocate Enforcement**

The implementation of a time limit would require an allocation of parking enforcement resources in order to be effective. The City should ensure daily, reoccurring patrols of the area (minimally two to four times daily) in order to encourage compliance with the time limit. The procurement of LPR cameras (see recommendation #8) would allow the City to efficiently enforce time limits by leveraging “digital chalking” features. Additionally, digital parking

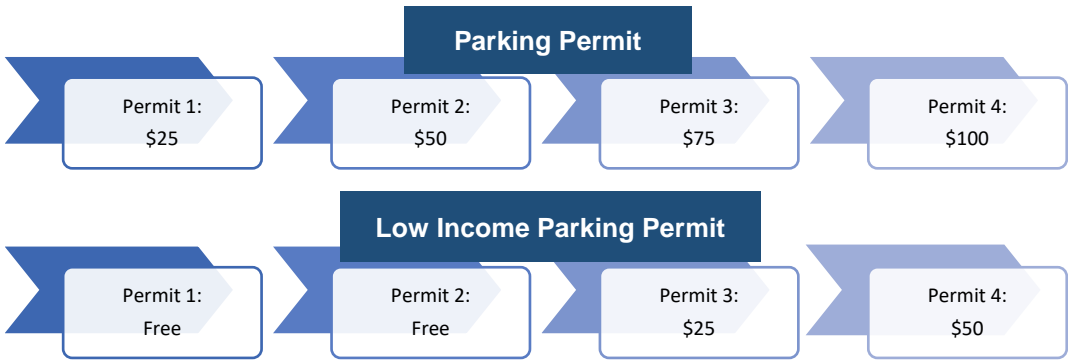
“zones” can be configured within the LPR system to alert the officer if a vehicle has been parked beyond the limit.

**Recommendation 6: Introduce a permit fee and escalating rate structure.**

**Define the Fees**

Currently, the City of Costa Mesa does not recover any of the costs associated with parking permits. In order for the program to become financially sustainable, and for the City to make investments in modernizing the program, there should be a cost associated with the permits. The City should implement a fee to purchase an annual resident parking permit, with the goal of making the program cost-neutral. It is recommended that the City introduce an escalating permit rate structure starting at \$25.00 annually for the first permit. For households with multiple drivers, additional permits should be offered at a higher premium rate (see figure 8 below). This rate structure is similar to the rates in neighboring Southern California cities, as shown in the Permit Rate Analysis (figure 9) range from \$10.00 to over \$70.00.

*Figure 8. Recommended Escalating Rate Model*



In order to ensure that permits remain affordable, the City should offer a discounted rate to qualifying low-income residents. This option should be available in conjunction with the recommended increase in permit fees. This program should be aligned with any other low-income qualifying programs the City provides. For instance, if there are low-income recreation program fee waivers, the City can piggyback off of those program guidelines, or use the same criteria as used for customers who wish to enter into a citation payment plan for low-income persons per CVC Section 40220.

**Encourage Off-street Parking**

A permit fee will incentivize residents to first use the parking that is available on their property (if they have the option), before opting to purchase a parking permit. As mentioned, the escalating rate structure, combined with the one permit per eligible driver restriction, would allow the City to replace the three permit-per-household maximum. Instead, the premium rate for extra permits could discourage households from excessively purchasing permits. This way, households who need additional permits will have the flexibility to purchase additional permits as needed, but they will have to pay a premium. Additionally, the permit fee and escalating rate model can be increased if needed based on demand (see recommendation #3).

Fees should be reviewed annually to determine whether the City's costs are being recovered and whether the cost structure is effective at discouraging excessive permits. The City could opt to adjust the fees each year based on the local CPI, but the first two factors also must be considered. The City must also consider the cost of providing ongoing enforcement to provide enough consistency and coverage to encourage compliance.

Figure 9. Permit Rate Analysis

City	# of Permits per Household	Resident Parking Permit Cost	# of Guest Permits and Cost
Costa Mesa	3	Free	100 per year Free
Anaheim	Based on bedroom count; 0-2= 1 permit; 3-4= 2; 5+= 3	\$30	100 per household per year \$1 per permit
Brea	Single family= 2; Multi-family= 1	\$25 in person; \$19 online	14 days per vehicle Free
Fullerton	5	\$10 admin fee + \$2 per permit	\$2 per permit (included in the 5 per household)
Huntington Beach	4	\$24 first; \$10 for additional permits	2 per unit Included with residential permit
Irvine	3	\$25	2 per household \$10 per permit
Lake Forest	1 per registered vehicle for area A; 2-3 for areas B & C, regardless of the number of vehicles	\$20	1 per night - no limit is indicated Free
Orange	5 for single-family; 2 for duplex	\$30	5 for single-family or 4 for duplexes including both RPP and guest permits for single-family \$30 per permit
Placentia	5	\$10	5 per household \$10 per permit
Rancho Santa Margarita	Based on # of vehicles registered to address	\$30	5 per household \$30 per permit
Santa Ana	3 for single family; 1 for multi-family	\$72.29	undefined
Seal Beach	Based on # of vehicles registered to address	\$20	2 per household \$30 per permit
Stanton	3	\$25	100 per year Free
Tustin	In some areas 1 with no restriction; in most areas permits require that on-site parking is fully utilized	\$50	150 per year Free

### Consider Guest Permits

At this point, it is not recommended the City charge for guest permits. The 100 single-day guest passes that are available to each eligible household is just limited enough to prevent abuse. This limit is similar to the City of Anaheim (100 permits annually) and the City of Tustin (150 guest permits annually). However, the City could consider charging a small fee per guest permit to assist with cost recovery for the administration of the program. As found in the Comparable Cities Rate Analysis, the City of Anaheim charges \$1.00 per permit.

Alternatively, some cities provide annual guest permits that can be reused for multiple guests, rather than single-day passes (see recommendation #7 for an evaluation of this option). If the City were to transition to annual

guest permits, the City should charge the same annual fee and utilize the escalating rate structure for guest permits as they do annual permits. Otherwise, residents would likely try to abuse the system by utilizing their free guest permit rather than the annual permit.

**Recommendation 7: Implement an automated permit management system (PMS).**

**Automate Permit Management**

For efficiency, the City should implement a parking-specific automated permit management system (PMS). The PMS must be integrated with the City’s citation management system (CMS) (see recommendation #11) and the selected LPR cameras (see recommendation #8). In order for the program to remain financially sustainable, the PMS should be implemented in coordination with the introduction of a permit fee (recommendation #6).

In the Residential Parking Survey conducted in the Spring of 2021, 60 percent of non-permit street respondents and 71 percent of permit street respondents support modernizing the program. A parking PMS and online portal will allow residents to self-manage and create an account, log in, apply for a permit, upload supporting documentation, purchase, add/change/remove vehicles, make edits to contact information, etc. The City will have the ability to review pending applications, review supporting documentation, approve/deny applications, send notifications and alerts, run reports, etc. The PMS will automate the annual renewal process, by sending notices, having customers log in, make updates to vehicles, reconfirm residency, and collect payments.


**Minimize Permit Abuse**

The City should be mindful when selecting a PMS provider to confirm their ability to support virtually managed permits and visitor permits without subjecting the permit program to potential abuse. Currently, the City provides each household with 100 free guest permits to be used at the permit holder’s discretion annually. With an automated permit management system, there are typically several opportunities for managing guest permits.

An analysis of potential options is provided below, however, these options should be re-evaluated during the vendor selection process. If the City were to pursue the annual guest permit approach, it is recommended that the City charge the same annual fee for visitor permits as they do annual permits. If the City were to charge less for annual visitor permits, many would likely try to abuse the system by getting the lower-cost visitor permit rather than the annual permit. Regardless of the City’s preferred option, the guest passes should be managed with the PMS and set up to be transitioned to virtual guest permits that can be easily enforced with mobile license plate recognition (LPR) cameras (see recommendation #8).

In rare circumstances, some residents may not be able to use the automated permit portal to manage visitor permits if they are unable to access the internet. In these exceptional situations, to accommodate those residents, but mitigate abuse, those customers could be offered the physical visitor permit hangtag for a fee that will recover the costs of processing, fulfillment, and manual enforcement. However, it is important to acknowledge that this exception will make parking enforcement more challenging since the permits will not be associated with a license plate number. Therefore, the LPR system will not recognize that the vehicle has a valid permit, and the officer will be required to double-check whether the physical permit is displayed on every vehicle that is potentially in violation. Due to this inefficiency, this blended approach with physical and virtual permits is discouraged except in rare circumstances.

*Figure 10. Guest Permit Configuration Strategies*

Strategy	Analysis	Recommendation
<b>Annual Guest Permits</b>	Households could continue to be provided a pre-defined number of visitor permits in the online portal that are continuously valid. Residents could then self-manage the visitor permit by inputting the license plate of their visitor as often as needed. Annual visitor permits are beneficial for residents that have a re-occurring visitor like yard workers,	 <b>Re-evaluate during vendor selection.</b>



	<p>childcare, caretakers, or family members that may make frequent visits.</p> <p>The City should continue to limit the number of visitor permits per household, like the current three visitor permits per eligible address, or alternatively, one per resident permit purchased. However, if a household does not need a resident permit, they should still be eligible for an annual visitor permit.</p>	
<b>Limited Guest Passes</b>	<p>The City could limit the number of single-day visitor passes each household has available. The resident could self-manage their visitor pass allotment by inputting the license plate of their visitor and a visitor parking session as often as needed. Single-day passes would allow the City to track how frequently a vehicle is using visitor passes, which can help identify abuse.</p> <p>For example, the City could provide 100-200 visitor passes per household, which are each valid for a 24-hour parking session.</p>	<p>✓</p> <p><i>Re-evaluate during vendor selection.</i></p>

## Recommendation 8: Implement mobile license plate recognition (LPR) cameras.

### Optimize Operations

The City should invest in modernizing the program and acquire mobile license plate recognition (LPR) cameras for the use of parking enforcement and ongoing data collection. This will enhance enforcement efficiency and allow the implementation of virtual parking permits (see recommendation #9). LPR technology is an important parking management tool that improves enforcement efficiency and coverage. The City should evaluate the opportunity to leverage the existing LPR cameras that are already owned by the Costa Mesa Police Department. Currently, the Police Department's LPR cameras are being used to identify stolen vehicles. These LPR cameras could potentially be reallocated to the Police Department's parking enforcement vehicles, where they would serve a dual purpose. If the LPR cameras are installed on parking enforcement vehicles, the parking control officers can enforce permit parking, time-limited parking, and continue to identify stolen vehicles using the LPR system.

Figure 11. Mobile LPR Camera



### Transition to Virtual Permits

Using LPR as a parking management tool means that manual enforcement processes will be automated. Instead of verifying that each vehicle has a physical permit displayed, that the permit number is tied to the correct license plate number, and that the date is valid, the LPR system can automate the process by using the license plate number as the permit number and verifying permit status using a database with real-time information. The PMS (see recommendation #7) and LPR camera systems eliminate the need for physical hangtag or decal permits. A transition to virtual permits is contingent on the City acquiring mobile LPR cameras for parking enforcement.

The transition to virtual permits should take place once the LPR has been installed and the PMS system has been established. It is recommended that the City completely transition to virtual permits during an upcoming permit renewal cycle. This will avoid a "hybrid" program with physical and virtual permits that is challenging to enforce, as mentioned earlier. It is a best practice to begin messaging a major program change, like virtual permits, at least two months prior to implementation.

### Increase Efficiency



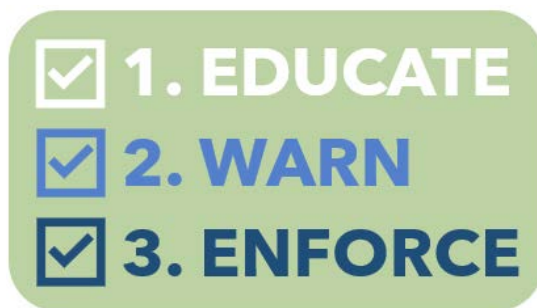
Beyond permit management, LPR cameras can provide additional enforcement efficiencies. An LPR system can be leveraged for multiple purposes simultaneously, including enforcement of permit zones, time zones, the 72-hour rule, abandoned vehicle abatement, scofflaw detection, and wanted vehicle detection. This will enhance enforcement efficiency and support the implementation of virtual parking permits and other plate-based solutions. Ultimately, the City's goal should be to equip all vehicles used for compliance activities with LPR to optimize operations. However, based on the City's current inventory of vehicles used for parking compliance, it is recommended that a minimum of two vehicles be allocated as a reasonable starting point. In the future, as new vehicles are added to the fleet for parking enforcement, they should be delivered with LPR equipment already installed, so that eventually most of the fleet can perform compliance activities and gather data. This is similar to the way vehicles delivered for police patrol already have lights, sirens, radios, and other equipment installed—vehicles delivered for parking compliance should already have LPR installed.

### Define Data Policies

Prior to utilizing LPR for parking enforcement, the City should confirm that the Surveillance Use Policy allows LPR to be used for both parking enforcement and ongoing data collection, and update it as needed. Similarly, the municipal codes may need to be updated to allow for the use of virtual permits. The LPR system will support ongoing data collection and program evaluation (see recommendations #13) by continually collecting plate and location data for various restriction programs. Additionally, the data will also support Gap Management (see recommendation #12), which allows management staff to measure parking control officer productivity.

### Recommendation 9: Activate new permit parking zones.

Before initiating enforcement of a new residential permit parking zone, the City should consider a policy requirement that permit zone restrictions are only active upon the installation of signs and 50 percent or more of households have purchased permits. Warning notices should then be leveraged for first-time violations within the first three months of implementation. The City should continue to follow the three-step industry best practice: 1. Educate; 2. Warn; 3. Enforce.



### Enhance Outreach

The City should communicate the new restrictions by posting signs, informing residents by email and/or postcard, and updating the City website and parking landing page (see recommendation #11). In addition to warning notices, the City could also issue informational program flyers to further assist with the outreach and educational process.

### Recommendation 10: Consider future adjustments to enforcement staffing.

Parking enforcement was a common concern of residents in the community meetings and the online survey. Residents expressed a desire for increased residential parking enforcement coverage including abandoned vehicle abatement, permit parking restrictions, and street sweeping restrictions. In order to increase customer service and to be responsive to these concerns, the City should consider the staffing requirements necessary to effectively monitor parking in residential areas and promote compliance. Parking programs and restrictions are only effective if they are followed. In order to encourage compliance, consistent parking enforcement is critical. As recommendations are implemented, the City should monitor the effectiveness of parking enforcement staffing levels and consider allocating additional staff.

### Gap Management

Parking control officer productivity is not, and should never be, based upon a quota or the number of citations issued. Consistent enforcement in some cases will reduce the frequency of citations issued over time due to an increase in compliance. Instead, productivity should be measured and monitored using Gap Management strategies. Gap Management is the process of analyzing citation issuance trends, identifying gaps in issuance,

and accounting for all time spent in the field. LPR and citation issuance handheld devices also provide GPS location data which should be monitored to confirm coverage and assigned routes or zones.

## Recommendation 11: Enhance program branding and marketing.

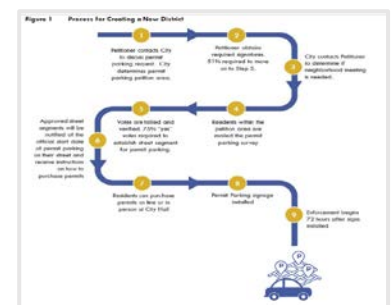
### Centralize Information

The City should leverage the recently created Transportation Services' "Parking" [webpage](#) as a landing page that functions as a one-stop-shop for all things parking in Costa Mesa. This landing page should be an information hub for parking that includes links to the site to purchase permits, pay for parking citations, and any other parking actions necessary to support the City's parking programs. The webpage should include a summary of frequently asked questions (FAQs) relating to parking, policies, procedures, and other information that is often discussed, and a "news" section of the page where the most recent changes are summarized. An employee or a team should review the webpage and destination links regularly, such as twice annually, to ensure the information remains up-to-date and reflects any recent changes in policies, ordinances, or fees. Additionally, the City should consider developing a parking and mobility brand. A brand can maximize ongoing exposure and familiarity with the City's parking programs, and there is an opportunity to incorporate the brand along with a website landing page. The parking brand should be designed to help to make parking easy, convenient, and accessible. For example, the ParkSL website for San Leandro, CA is pictured in Figure 12.

Figure 12. ParkSL Brand



Figure 13. City of Anaheim Permit Flowchart



### Communicate Processes

Additionally, the City should develop a visual representation of the process new permit zones petitions will need to go through prior to being implemented. As shown in Figure 13, the City of Anaheim utilizes a simple flowchart graphic to the required steps to implement a new permit zone. Whenever possible, the policies, guidelines, and rules for the RPP program should be represented graphically, and communicated clearly and concisely. Any materials, documentation, or graphics created should be produced in both English and Spanish.

## Recommendation 12: Develop permanent parklet and on-street dining policies.

Parklets are an opportunity to rethink how curb space is utilized within Costa Mesa. These types of uses can help activate and liven commercial areas and improve the visitor experience. Opportunities for pedestrian zones can be a tremendous benefit and draw for the community, but it is important to consider parking and commercial loading impacts.

In June of 2020 the Costa Mesa City Council unanimously passed an urgency ordinance to help local restaurants adapt to the current circumstances by allowing:

- Expansions into existing outdoor space on private property
- Expansion into private parking lots
- Expansions into wide sidewalks
- Expansions into on-street parking ("parklets")
- Expansions into closed-off lanes of traffic

### Implement Best Practices

Even after the pandemic, parklets can be an opportunity to improve commercial area vibrancy by activating outdoor spaces. While they do displace on-street parking supply, this trade-off may be a worthwhile consideration depending on community feedback and the success of other parking management strategies.

The City should proactively implement curb management best practices and accommodate all users. Traditionally, the City's curb space has primarily been allocated for the purpose of on-street public parking. However, as mobility trends are ever-changing, the City should work to convert valuable curb space for other uses, where appropriate, and assess creative uses to support the commercial areas. The City should evaluate the Temporary Use Permit fee for outdoor dining in the public right-of-way, taking into consideration the value of the parking space. The City should consider an ongoing fee for the permit, and the frequency of reapplication.

## Mid-term

Figure 14. Mid-term Recommendations - Goals Supported

Recommendations		Equitable	Adaptable	Efficient
13	Ongoing data collection and program evaluation.	✓	✓	✓
14	Evaluate street sweeping routes.	✓	✓	✓
15	Pursue shared parking agreements.	✓	✓	✓
16	Promote and enhance mode alternatives.	✓	✓	✓

### Recommendation 13: Ongoing data collection and program evaluation.

#### Evaluate Programs and Policies

As recommendations are implemented, and new policies are put into place, the City should continuously evaluate the effectiveness of the permit program and policies. Ongoing data collection and evaluation will be essential to ensuring the program adapts to best fit the needs of the community. Rather than reacting to perceptions, parking demand management strategies are most effective when changes are made incrementally based on data. Primarily, the City should evaluate if the RPP program hours of operation should be adjusted. If occupancy is only over the 70 percent threshold in the overnight or evening hours, it is likely a 24-hour program is not necessary. The City should evaluate the effectiveness of the RPP program to manage parking demand, and determine if program adjustments are needed.

#### Leverage Technology

The City should leverage the data collected by mobile LPR cameras (see recommendation #8) for ongoing monitoring of program effectiveness. Data can illustrate the need to add, expand, condense, or eliminate a permit zone, or add, revise, or remove other restrictions. As mentioned earlier, the City should use the parking industry-standard target occupancy rate, 85 percent, as a threshold for when to consider program adjustments.

With an LPR system continually collecting data, over time, an occupancy history for each block in a permit zone will be accumulated. Analytics on the data will give staff a clearer picture of the actual utilization of on-street parking, which may not reflect perception. Staff can determine if the restrictions are supported by the current parking utilization and should consider whether the block continues to need the current permit restrictions, or if the restrictions can be adjusted or eliminated.

### Recommendation 14: Evaluate street sweeping routes.

While all residential streets are periodically swept, the City has not posted all residential streets for street sweeping. Signs stating “no parking” during designated hours have been installed on an as-needed basis, or by resident complaints. When a resident reaches out to the City about street sweeping, the City investigates whether or not a significant portion of the street is not being swept due to too many vehicles being parked on-street. The City looks to see if less than 50 percent of the street is regularly being swept. If the City finds that the sweeper is having to go around vehicles for more than 50 percent of the street, then signage is considered. A common concern from residents during the community workshop and online survey was that when street sweeping restrictions are installed on just one street, the parking demand “spills over” and is pushed to nearby streets without a restriction. Rather than chasing the problem, or waiting for residents to come to the City with concern, the City should consider expanding street sweeping restrictions by posting signs at the entrance to a neighborhood.

The City should proactively address street sweeping postings and routes citywide, and develop a coordinated street sweeping plan. The City should carefully consider where residents are allowed to park during street sweeping and aim to have half the on-street parking available in a neighborhood during the street sweeping period. The City should evaluate the ability to sweep only one side of the street per day, or alternatively north/south streets in a neighborhood on one day, and east/west streets on another. While these options could be more expensive operationally, they would provide needed relief to residents who rely on on-street parking.

## **Recommendation 15: Pursue shared parking agreements.**

### **Leverage Existing Supply**

A shared parking agreement between the City and a private or quasi-public property owner could provide additional parking opportunities by leveraging the existing parking supply. Benefits of shared parking include:

- Sharing parking is more cost-effective than acquiring or building off-street parking locations;
- Can provide convenient parking options for evening and overnight parking in neighborhoods where on-street parking demand exceeds supply;
- Can provide appropriate employee parking in commercial areas to help discourage spillover into residential areas;
- Optimizes the use of existing supply; and,
- Avoids overabundance of parking or land space that could otherwise be optimized for better uses.
- Typically, a shared parking agreement is meant to be mutually beneficial by leveraging the parking supply during times when it is typically underutilized. This can provide another revenue stream for the property owner.

Since shared parking agreements are usually only favorable to property owners when cost-neutral or profitable, the shared parking approach should be considered in conjunction with efforts to implement the permit fee and escalating rate structure (see recommendation #6). Shared parking agreements should be designed to safeguard the property owner while providing an opportunity for additional revenue through a negotiated revenue share between the City and the property owner. Municipal code changes may be required to allow the implementation of shared parking agreements.

At a minimum, a shared parking agreement typically considers the following:

- Term and extension: Evaluate the return on investment and ensure that the contract terms allow for potential redevelopment in the future if needed;
- Use of Facilities: Establishes available hours, number of spaces (and which subset, if applicable), time limitations and ensures that the base user will retain use at the end of the sharing period;
- Maintenance: Evaluates and incorporates the added maintenance and operation costs;
- Lease costs: Cost of the lease and any negotiated revenue shares;
- Operations: Considers revenue collection operations as applicable and needed signage;
- Utilities and Taxes: Determines the responsible parties and any cost-sharing agreements;
- Signage: Considers opportunities for consistency with signage and branding;
- Enforcement and Security: Determines who will handle enforcement and towing;
- Insurance and Indemnification: Considers litigation with any cost-sharing; and
- Termination: Identifies the grounds for termination or cancellation.

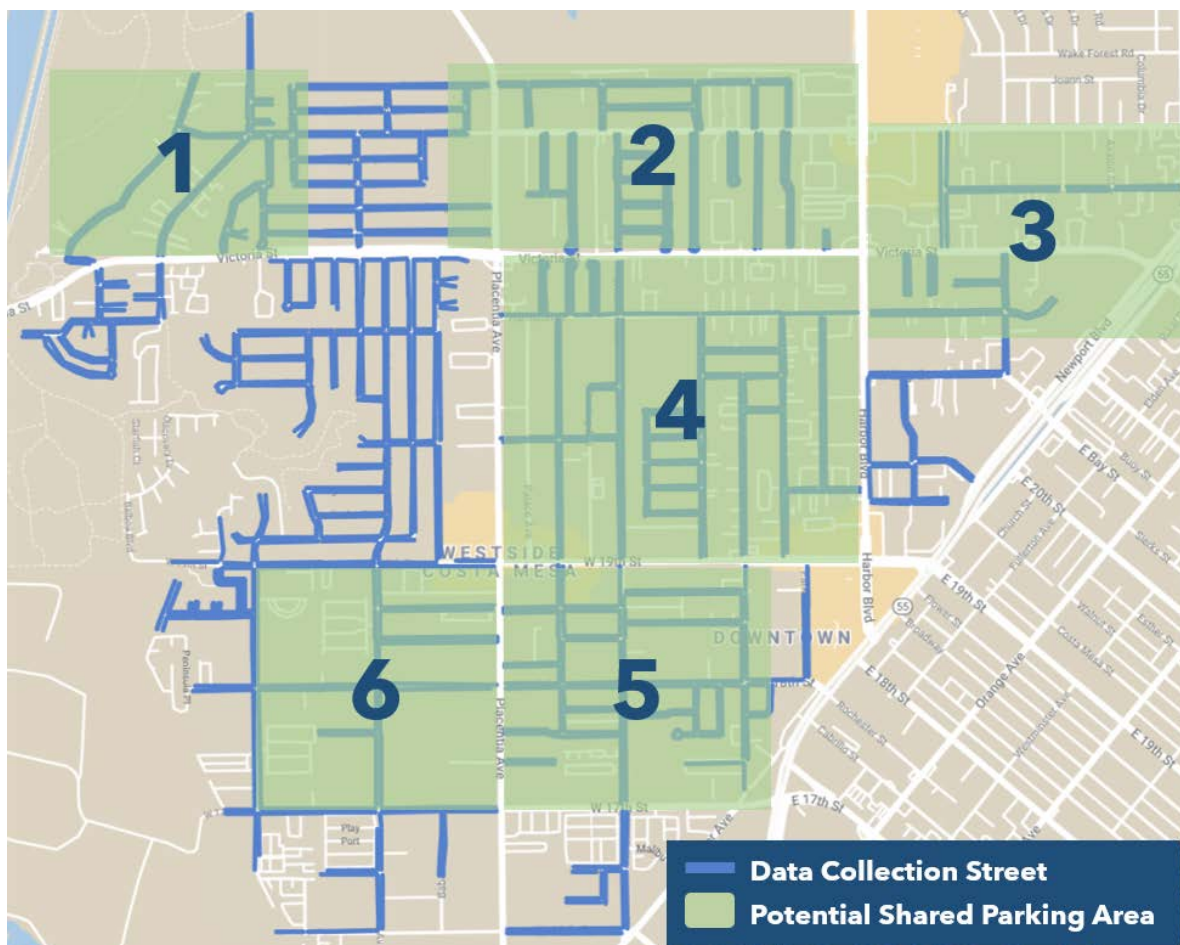
Shared parking agreements are a priority for the City, as they would provide immediate relief for neighborhoods where parking demand exceeds supply. An evaluation of potential priority shared parking areas was conducted. Figure 15 and Figure 16 below identify the neighborhoods that would benefit from shared parking opportunities, due to their high weekday evening and overnight parking occupancy, as identified in the on-street data collection effort. While shared parking agreements should be pursued in additional neighborhoods, these locations were selected based on the need identified in the operational needs assessment, data collection effort, site visits, and expressed need from residents in the community workshops and online survey.



**Figure 15. Shared Parking Area Evaluation.**

Area	Shared Parking Space Inventory within 500ft (estimated)	Site types
1	300-350 spaces	School; Church; Commercial; Public/City
2	250-300 spaces	School; Church
3	250-300 spaces	Church; Commercial
4	300-350 spaces	School; Public
5	100-200	Church
6	50	School

**Figure 16. Shared Parking Evaluation Map.**



### Recommendation 16: Promote and enhance mode alternatives.

While residential vehicle parking is the primary focus of this report, it is also important to acknowledge how encouraging the use of alternative modes is better for the environment and reduces roadway congestion. For those that are capable, walking should be encouraged. It is a healthy, convenient option that can be further enhanced with some improvements.

The City is focused on enhancing active transportation options by improving bicycle and pedestrian accessibility and connectivity throughout the City. Recently, the City completed over 7 miles of improved bike lanes, and 21 bike racks were installed in 2021. Construction of the Merrimac Way Active Transportation Improvements is



complete, which includes the City's first cycle tracks. Additionally, over \$2 million was approved by City Council for Active Transportation projects for the fiscal year 2021-2022.



### **Mitigate Parking Demand**

Promotion of alternative transportation modes can help residents understand the options available other than driving alone. Encouraging residents to utilize other modes of transportation can relieve some commercial parking pressure, as well as help reduce overall roadway congestion.

### **Enhance Pedestrian Safety**

The City should evaluate ways to improve walkability and enhance pedestrian infrastructure. Improvements are most important in areas where walking is a viable option to access goods and services. Locations within a reasonable distance to destinations such as transit stops, schools, libraries, hospitals, medical clinics, community centers, commercial areas, and public parks should be prioritized. In order to improve safety, the City should evaluate the current level of residential street lighting, and improve visibility as needed, particularly in high-density areas where parking demand and occupancy rates are high.

The City should consider sidewalk enhancements and the feasibility of adding new sidewalks in neighborhoods that have missing segments. Improvements to street lighting and sidewalks would benefit residents who rely on street parking that have to walk a few blocks to and from their vehicles.

To maximize on-street parking supply the City should consider residential parking design elements that make efficient use of the existing right-of-way. In high-density areas where parking demand and occupancy rates are high, the City should consider marking spaces on-street. This can help prevent vehicles from parking improperly, saving spaces, and blocking driveways. Additionally, the City should consider implementing angled parking in any areas where street width and design allows.

## Long-term

Figure 17. Long-term Recommendations - Goals Supported

Recommendations		Equitable	Sustainable	Efficient
17	Consider a fee for RPP program applications.	✓	✓	✓
18	Evaluate minimum parking requirements.	✓	✓	✓
19	Evaluate pilot opportunities to reduce vehicle ownership.	✓	✓	✓

### Recommendation 17: Consider a fee for RPP program applications.

The City should consider introducing a fee associated with the petition submitted by residents for the installation of a new RPP zone. This is a common practice in neighboring cities like Anaheim, Stanton, and Orange, which charge \$500, \$660, and \$2,500 (respectively). This fee should be associated with the cost recovery from staff time needed to process a new permit parking restriction petition from residents.

#### Define the Fee

In order to assure the program is accessible to all neighborhoods, the fee should be kept reasonable in order to not prohibit access. The fee can be further mitigated by using automated tools for the process. \$500 should be considered as an introductory fee range, but further staff time and cost recovery analysis should be conducted in order to determine the most appropriate starting fee. Alternatively, the fee could be based on the number of households in the proposed permit zone, such as \$5 per residence.

### Recommendation 18: Evaluate minimum parking requirements.

The City's Development Code defines minimum parking requirements for various types of developments and land uses. Based on a comparative review, the current requirements are similar to those in the nearby cities of Anaheim, Orange, Downey, and Norwalk.

While some cities are choosing to reduce or waive parking requirements to lower the cost of development, this approach is most successful when combined with other strategies or programs that increase access by alternative modes of transportation. This is because waiving parking requirements does not necessarily mean that the reliance on cars will be reduced. In Southern California, car dependency and personal vehicle ownership has only increased since the beginning of the pandemic.

#### Make Data-driven Decisions

Unless there are adequate alternatives, such as walking, biking, and transit throughout the region, reducing the requirements can impact public parking availability and cause spillover parking challenges. Therefore, it is recommended that the City wait to consider any adjustments to these requirements until LPR can be leveraged for ongoing parking data analysis. For example, this will allow the City to conduct periodic studies around proposed development sites to evaluate and project parking demand. If certain areas of the City are found to be frequently underutilized (less than 85 percent occupied), then this could justify reducing on-site parking requirements.

### Recommendation 19: Evaluate pilot opportunities to reduce vehicle ownership.

**Evaluate Opportunities**

New technologies may allow the City to encourage residents to own fewer vehicles. As these technologies are developed, the City should evaluate pilot opportunities with the technology providers, like car-share companies and micro-transit services.

**Encourage Car-sharing**

The City could consider requiring new multi-family housing developments to provide a certain number of car-share vehicles on-site, which may provide the opportunity for residents to not own a vehicle. For instance, a family may be more confident not owning a vehicle or only owning one vehicle if they know vehicles are available in their complex for unexpected needs.

A car-share pilot program could reduce the rate of individual car ownership per household, the average number of vehicle miles traveled (VMT) per household, and the total amount of automobile-generated pollution per household. Studies by the University of California, Berkeley, suggest that 9 to 13 personal vehicles are removed from the road for each car-sharing vehicle.

# 5

## Comprehensive Implementation Guide

This section provides an overview of the recommended phased RPP zone renewal approach, followed by the detailed implementation steps for the recommendations in estimated near-term (1-2 years), mid-term (3-5 years), and long-term (6+ years) timeframes. Actual timing will be dependent on City Council prioritization, funding availability, staff and consultant resources, and the ongoing evaluation of initial implementation steps.

### RPP Zone Renewal

The RPP program has been paused for further evaluation and to allow for the preparation of this Residential Parking Action Plan. For the duration of this project, enforcement of the existing RPP zones has been paused. Due to the transformative changes proposed, it is recommended that all existing permit zones be required to go through renewal. This will allow the City to ensure that the zones meet the new RPP program goals. Additionally, the renewal process will provide the opportunity for the 2,152 homes in existing RPP zones to decide if they would like to continue to participate in the program under the revised guidelines.

Prior to initiating the permit zone renewal phases, the City needs to complete the following steps to update the RPP program:

- Adopt the RPP zone policies and the permit fee rate structure.
- Procure and launch an automated permit management system (PMS).
- Develop an extensive public outreach and education campaign to communicate the renewal process.

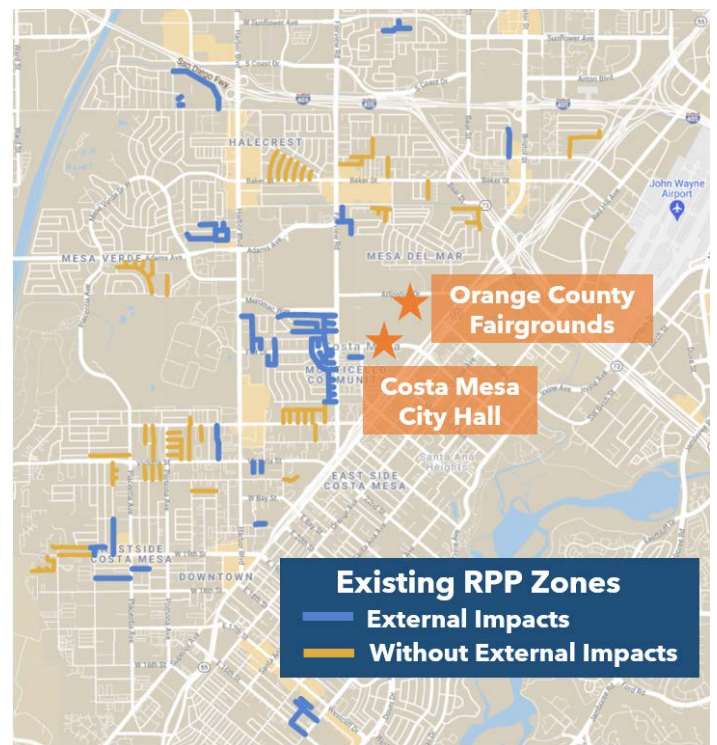
The steps required to implement these minimum steps are outlined in the near-term implementation checklist (Figure 21) and additional explanation can be found in the individual recommendation sections.

All existing RPP permit zones should be re-evaluated and renewed in the phases outlined below. Figures 18 & 19 show the existing streets that will be evaluated in each renewal phase. The renewal process for the existing RPP zones will depend on 1) the source of the parking impacts and 2) the size of the RPP zone. The renewal process may require action from residents, depending on these two factors.

**Figure 19. Existing RPP Zone Impacts**

Existing RPP Zones		
Zone Impacts	Number of RPP Streets (approximate)	Renewal Phase
External Impacts	60-70 streets	<b>Phase 1</b>
Without External Factors	50-60 streets	<b>Phase 2</b>

**Figure 18. Existing RPP Zone Impacts Map**



### Renewal Phase 1: (Estimated timeframe 1-3 months after Near-Term Implementation)

Existing RPP zones with **external parking impacts and commercial parking impacts** will be renewed with new permit guidelines. External impacts include:

- Impacts from neighboring cities (Newport Beach, Santa Ana, and Huntington Beach).
- Orange County Fairgrounds.
- Commercial parking demand.
- Schools and recreation facilities

### Renewal Phase 2: (Estimated timeframe 6-12 months after Near-Term Implementation)

Existing RPP zones with only **residential parking demand (without external impacts)** will be evaluated for renewal based on the following criteria:

- Zones must confirm their interest in participating in the RPP program by providing a petition signed by 51% of residents.
- Existing zones will be required to re-apply for the RPP zone, and will be re-evaluated under the new permit zone guidelines. The City will contact and notify these zones of the required action.
- Existing zones that are required to re-apply, and do so within 6 months will be given re-evaluation priority. If a zone has not re-applied after 6 months of notification, the zone will be removed.

Existing RPP zones will not be enforced until 1) the zone is renewed, 2) residents have been notified of the renewal, and 3) 50% of eligible households receive a permit under the new permit guidelines. Regardless of the phase a zone is renewed in, all RPP zone residents will be required to meet the new eligible driver criteria and permits will be subject to the permit fee rate structure.

## Near-term Implementation Steps

### Near-term Recommendations

1	Revise RPP program eligibility. <sup>1</sup>
2	Establish right-sized permit zones.
3	Revise RPP petitioning and occupancy study guidelines.
4	Revise RPP permit policies.
5	Consider permit-exempt time limits.
6	Introduce a permit fee and escalating rate structure.
7	Implement an automated permit management system (PMS).
8	Implement mobile license plate recognition (LPR) cameras.
9	Activate new permit parking zones.
10	Consider future adjustments to enforcement staffing.
11	Enhance program branding and marketing.
12	Develop permanent parklet and on-street dining policies.

<sup>1</sup> Many of the near-term recommendations involve adjustments to the RPP program permit zones and administrative policies. The new policies should be implemented all at once, along with many of the recommended program adjustments.

**Figure 20. Near-term Implementation Checklist**

✓	Implementation Steps	
<input type="checkbox"/>	1	Update the municipal codes to enable the updated RPP zone policies and administrative policies.
<input type="checkbox"/>	2	Evaluate the opportunity to leverage the existing license plate recognition (LPR) cameras that are already owned by the Costa Mesa Police Department for parking enforcement. Otherwise, determine if funding for the procurement of new LPR cameras should be allocated.
<input type="checkbox"/>	3	If existing cameras cannot be utilized, procure vehicle-mounted, mobile LPR cameras on a minimum of two vehicles to start. The LPR system must integrate with the PMS.
<input type="checkbox"/>	4	Evaluate the opportunity to procure an automated PMS in conjunction with the upcoming Police Department's procurement of a citation management system (CMS).
		<ul style="list-style-type: none"> <li>- Make all residential zoning districts eligible to apply for new permit parking zones.</li> <li>- Implement RPP zones only in neighborhoods found to be impacted by external demand.</li> <li>- Align operating hours for RRP zones implemented due to external parking demand with when external demand is most impactful.</li> <li>- Establish a 2,000-foot minimum zone size for new RPP zones (approximately the length of four blocks).</li> <li>- In rental complexes, the residents, property managers, and property owners should all be allowed to participate in the petition survey.</li> </ul>
<input type="checkbox"/>	5	Update RPP Zone Policies <ul style="list-style-type: none"> <li>- Adopt a new permit zone numbering or lettering system to replace the existing six zones.</li> <li>- Require streets petitioning to join a permit zone to be assessed individually.</li> <li>- Require streets petitioning to be removed from a permit zone to have less than 50% of the surrounding streets have permit requirements.</li> <li>- Implement permit-exempt 1 or 2-hour time on specific blocks immediately between residential and commercial areas to provide a buffer between the commercial area and the residential neighborhood.</li> <li>- Strictly associate permits with the vehicle's license plate number.</li> <li>- Limit permits to one permit per eligible resident by requiring each resident's driver's license number.</li> </ul>
<input type="checkbox"/>	6	Determine required specifications for a parking-specific automated PMS based on the updated permit policies. The PMS will need to be integrated with the City's LPR cameras.
<input type="checkbox"/>	7	Evaluate any existing City LPR data privacy and retention policies, develop them if needed, and ensure they provide the ability to use LPR for ongoing data collection. The City's policy should be posted on the City website.
<input type="checkbox"/>	8	When selecting a PMS provider, carefully consider the permit program policies, the City's preferred business rules, and the ability of the PMS systems ability to meet the City's needs. Select a PMS provider based on their ability to support virtually managed permits and visitor permits without subjecting the permit program to potential abuse.
<input type="checkbox"/>	9	During the evaluation of vendor systems, the City should evaluate guest parking permits and select a PMS vendor that will support the desired configuration.
<input type="checkbox"/>	10	Implement the selected PMS and work with the vendor to configure the system based upon the established permit administration policies and business rules.
<input type="checkbox"/>	11	Leverage the recently created Transportation Services' "Parking" webpage as a landing page that functions as a one-stop-shop for all things parking in Costa Mesa. The webpage should include links to the site to purchase permits, pay for parking citations, and any other parking actions necessary to support the City's parking programs. Consider including a "news" section on the page where the most recent changes are summarized.
<input type="checkbox"/>	12	Consider developing a parking and mobility brand that can maximize ongoing exposure and familiarity with the City's parking programs.
<input type="checkbox"/>	13	Develop content for the landing page, including a visual representation of the process of new permit zones, and a summary of frequently asked questions (FAQs) relating to parking, policies, procedures, and other information that is often discussed.



✓ Implementation Steps	
<input type="checkbox"/> 14	Designate an employee or a team to review the page and links regularly, such as twice annually, to ensure the information remains up-to-date and reflects any recent changes in policies, ordinances, or fees.
<input type="checkbox"/> 15	Introduce an escalating permit rate structure of \$25.00 annually for the first permit, and then an additional premium of \$25.00 per additional permit.
<input type="checkbox"/> 16	Introduce a low-income qualifying permit option, where the first two permits are free, then the escalating rate structure begins at \$25.00 for each additional permit after two.
<input type="checkbox"/> 17	Consider developing “good neighbor policies” and require residents to acknowledge these policies when applying for a parking permit.
<input type="checkbox"/> 18	Train staff on how to utilize the LPR cameras for enforcement of permit zones, as well as time zones, the 72-hour rule, abandoned vehicle abatement, scofflaw detection, and wanted vehicle detection.
<input type="checkbox"/> 19	Establish clear guidelines for parking control officers on when to issue a warning notice to first-time violators. Officers can use the “Remarks” field to explain to the vehicle’s driver. The use of warning notices should be tracked to determine patterns by officer, violation, and vehicle.
<input type="checkbox"/> 20	Develop and launch an education and outreach campaign to support the renewal phases and the transition to the new PMS system. This should begin no later than 2 months before starting RPP zone renewal phase 1.
<input type="checkbox"/> 21	Launch the RPP program on the PMS only after LPR cameras have been installed, and the program is ready to transition to virtually managed resident and visitor permits. The transition should take place when permits are being renewed, and any “hybrid” programs should be avoided.
<input type="checkbox"/> 22	As RPP zones are renewed in RPP zone renewal phases 1 and 2, utilize the LPR for enforcement and adjust enforcement zone assignments and routing as needed based on efficiency of coverage.
<input type="checkbox"/> 23	Implement a policy where the permit zone restrictions are only active upon the installation of signs, and 50 percent or more of households have purchased permits.
<input type="checkbox"/> 24	When new RPP zones are installed, leverage warning notices for all first-time violations within the first three months of implementation. Communicate the new restrictions by posting signs, informing residents by email and/or postcard, and updating the City website and parking landing page.
<input type="checkbox"/> 25	Allocate additional staff to parking enforcement as needed in order to efficiently and effectively enforce permit zones, and time-limited parking in residential areas. Ensure daily, reoccurring patrols of the area (minimally two to four times daily) to encourage compliance with the time limit.
<input type="checkbox"/> 26	Update LPR configuration to enable time limit enforcement in new time limit area(s).
<input type="checkbox"/> 27	Establish a data collection and analysis methodology using LPR for evaluating proposed zones.
<input type="checkbox"/> 28	Leverage LPR cameras for parking occupancy studies of proposed zone.
<input type="checkbox"/> 29	Adjust parking occupancy studies procedure and collect data during the heaviest impacted days and times.
<input type="checkbox"/> 30	Leverage LPR cameras for ongoing monitoring of RPP zone effectiveness, and determine if, for instance, a zone may benefit from a cap on the number of permits allowed per household or adjustments to the operating times.
<input type="checkbox"/> 31	Utilize the CMS and LPR cameras for gap management and monitor parking control officer productivity. Officer productivity is not, and should never be, based upon a quota or the number of citations issued.

## Mid-term Implementation Steps

### Mid-term Recommendations

13	Ongoing data collection and program evaluation. <sup>1</sup>
14	Evaluate street sweeping routes.
15	Pursue shared parking agreements.

16	Promote and enhance mode alternatives.
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<sup>1</sup> Ongoing data collection (preferably with LPR enforcement equipment) will be critical for evaluating the impact of the RPP program policies. Occupancy and turnover data should be leveraged to determine whether policy adjustments are needed, or if tailored permit zone policies are needed.

Figure 21. Mid-term Implementation Checklist

✓	Implementation Steps	
<input type="checkbox"/>	1	Evaluate the opportunity to reserve funding and procure additional LPR cameras, to equip all vehicles used in compliance activities with LPR to optimize operations.
<input type="checkbox"/>	2	As new vehicles are added to the fleet for parking enforcement, they should be delivered with LPR equipment already installed
<input type="checkbox"/>	3	Evaluate the Temporary Use Permit fee for outdoor dining in the public right-of-way, taking into consideration the value of the parking space. Consider an ongoing fee for the permit and the frequency of reapplication.
<input type="checkbox"/>	4	Develop a shared parking agreement template for use in upcoming negotiations.
<input type="checkbox"/>	5	Re-evaluate street sweeping routes, and evaluate the ability to sweep only one side of the street per day, or north/south streets on one day, and east/west streets on another. Signs can be posted at entrances to neighborhoods or posted at the entry and exit points of each block face (for a long block, some include a sign mid-block as well).
<input type="checkbox"/>	6	Proactively address street sweeping postings and routes citywide, and develop a coordinated street sweeping plan. Consider expanding street sweeping restrictions to cover entire neighborhoods.
<input type="checkbox"/>	7	Actively pursue and negotiate potential shared parking opportunities. The shared parking approach should be considered in conjunction with efforts to adjust permit fees.
<input type="checkbox"/>	8	Depending on the terms of the shared parking agreements, additional parking enforcement support or coverage may be required.
<input type="checkbox"/>	9	Evaluate options for expanding transportation mode alternatives and improving walkability and enhancing pedestrian infrastructure. Locations within a reasonable distance to destinations such as transit stops, schools, libraries, hospitals, medical clinics, community centers, commercial areas, and public parks should be prioritized.
<input type="checkbox"/>	10	Over time, an occupancy history for each block in a permit zone will be accumulated by the LPR system. Staff should analyze the data collected and leverage the information to determine if the restrictions are supported by the current parking utilization.
<input type="checkbox"/>	11	Review fees annually and adjust as needed based on operating costs and utilization.

Long-term Implementation Steps

Recommendations

17	Consider a fee for RPP program applications.
18	Evaluate minimum parking requirements. <sup>1</sup>
19	Evaluate pilot opportunities to reduce vehicle ownership.

<sup>1</sup> The City should take into consideration political changes that may impact parking minimum requirements from the state level.

Figure 22. Long-term Implementation Checklist

✓	Implementation Steps	
<input type="checkbox"/>	1	Continue to seek out shared parking agreements with private property owners as needed.
<input type="checkbox"/>	2	Ongoing evaluation of the RPP program should consider whether restrictions should be adjusted.
<input type="checkbox"/>	3	Continue to utilize LPR for ongoing data collection and evaluation of the RPP program.

✓	Implementation Steps
□ 4	Determine the appropriate fee and rate structure for RPP zone applications. This fee should be associated with the cost recovery from staff time needed to process a new permit parking restriction petition from residents.
□ 5	Implement the fee associated with the petition submitted by residents for the installation of a new residential preferential parking zone.
□ 6	Evaluate pilot opportunities with technology providers that may offset parking demand, such as car-share companies and micro-transit services. Consider requiring new multi-family housing developments to provide a certain number of car-share vehicles on-site, which may provide the opportunity for residents to not own a vehicle.
□ 7	Evaluate minimum parking requirements. If certain areas of the City are found to be frequently underutilized (less than 85% occupied), then this could justify reducing on-site parking requirements.